

1. AGREEMENT

These Terms, together with: (a) any Trade Application You completed and submitted to MTi USA; (b) any Guarantee(s) You completed and submitted to MTi USA; (c) each Quotation provided to You by MTi USA, whether signed or not; and (d) any special terms specific to the Quotation You have received from MTi USA and any other work authorisation or other forms make up the agreement (the "Agreement") between You and MTi USA.

It is important that You read and understand all of the terms and conditions of the Agreement. If You have any questions please ask MTi USA.

2. DEFINITIONS

"90-day Secured Overnight Financing Rate (SOFR)" means the rate compiled from time to time by the US Treasury

"Consequential Loss" means any indirect or consequential loss or damage however caused including, (a) loss of (or anticipated loss of) use, production, revenue, income, profits, business and savings or business interruption whether or not the indirect or consequential loss or damage was foreseeable or foreseen; and (b) any liability of a person to any other person, or any claim brought against the person by any other person, and any other costs or expenses in connection with the liability or claim.

"Environmental Laws" means any statute, regulations or other laws made or issued by a regulatory body or government regulating the environment including without limitation the use or protection of the environment.

"Equipment" means any of MTi USA's equipment, plant, goods or other accessories supplied or used by You under this Agreement.

"Guarantee" means any guarantee required in the Quotation.

"Taxes" means any tax, levy, duty, charge, or other impost that is imposed on MTi USA by any Regulatory Authority as a result of the provision of the Services to You, except for taxes imposed on MTi USA's income derived from this Agreement.

"Intellectual Property Rights" means any intellectual and industrial property rights or entitlements throughout the world including those in connection with any confidential information, copyright (including rights analogous to copyright), moral rights, inventions (including patents), trademarks and designs, know-how, drawings, materials and specifications whether now existing, future, registered or registrable, as well as any right to apply for the registration, renewal and extension of those rights.

"MTi USA" means MTi USA Inc. (EIN 81-46684456) a Company registered in USA of PO Box 571, Stanton KY 40380 USA.

"MTi USA Materials" means the Intellectual Property Rights and any documents or materials, including specifications, which are provided by MTi USA to You.

"Price" means price payable by You under this Agreement as specified in the Quotation, MTi USA invoices or as otherwise determined by MTi USA.

"Quotation" means the document provided by MTi USA to You which defines the Quotation and offer, including but not limited to the Services.

"Regulatory Authority" means any public authority or government agency responsible for regulating the performance of the works that are the subject of the Quotation.

"Services" means all services and Equipment that MTi USA provide to You under this Agreement.

"Trade Account" means You have properly completed and submitted a Trade Application to MTi USA and MTi USA has approved You for an account with MTi USA.

"You/Your" refers to the person, firm, organisation, partnership, corporation, trust or other entity engaging MTi USA to provide Services to You, as named in the Trade Application or the Quotation (where You do not hold a Trade Account). The reference to "You" includes any employees, agents and contractors.

3. MTI USA COMMITMENT

MTi USA agree to carry out the Services for You according to the Quotation to a reasonable standard.

4. INTENTIONALLY OMITTED

5. ACCEPTANCE AND CHARGES

5.1 Any instructions received by MTi USA from You whether written or verbal for the supply of the Services shall constitute the acceptance of the terms of this Agreement.

5.2 Your liability to MTi USA under this Agreement shall be joint and several if You constitutes more than one contracting party to this Agreement.

5.3 The terms of this Agreement override and take priority over all earlier dealings between You and MTi USA, the terms of any purchase order placed by You or any other conditions that You seek to incorporate into any agreement between You and MTi USA.

5.4 You agree that the Terms of this Agreement cannot be excluded or overridden except by the signed and written authority of one of MTi USA's Directors that is clearly marked to be a variation to this Agreement.