



Joy Global Underground Mining LLC
Global Distribution Center
220 Simko Boulevard
Charleroi PA 15022

Bill To Joy Global Underground Mining Attn.: Accounts Payable PO Box 1151 Milwaukee, WI 53201-1151 kmc_frk-vim@global.komatsu PDF format only	PURCHASE ORDER PO Number 4510171032 Date 20 OCT.2025 Vendor No 558102 Currency USD Incoterms 2020 Buyer Melisa Ortegon Phone (52) 333 958 2329 Fax No. Buyer E-Mail melisa.ortegon@global.komatsu Payterms 30 days after Invoice Date
Vendor Address COMPANIA INDUSTRIAL NUEVO ALMADEN S.A INDUSTRIAL DEL ORIENTE #1400 MONCLOVA COAHULLA 25734 MEXICO	
Ship To Joy Global Underground Mining LLC 220 Simko Boulevard Charleroi PA 15022	Page 1 of 5

Actual QM System: J002 Standard Parts Approved

For invoice inquiries and payment status, please contact
kmc_jgi-ap-inquiries@global.komatsu

Please send order acknowledgements to the buyers email address at the top of the page.

KMC is required by federal regulations to provide country of origin (that is, country of manufacture) for our materials that are exported and imported. Therefore, it is required that you verify the country of origin listed for each item on this purchase order. If the country of origin is not correct or not listed, you are required to provide this information to your KMC Buyer via email with the following minimum data requirements: PO #, Part #, and Country of Origin. Failure to comply could result in delay of payment until the information is received.

Transportation Requirements: These instructions apply to direct and triangulated shipments.

1. Domestic shipments (within North America) weighing 150 pounds or less and non-palletized ship FedEx Parcel Ground. Identify the destination and utilize the KMC FedEx Account Number. If account number is needed, see the "FedEx Routing Letter", disseminated by KMC in FEB 2020. If you cannot find that document, contact your KMC buyer for instructions.
 - a. Exception - Parcel shipments into the GDC in Charleroi, PA cannot exceed 50 lbs. Anything 51 lbs. and over must ship palletized through TMC.
2. Domestic shipments (within North America) weighing more than 150 pounds, enter shipment online (www.mytmc.com). If Shipper/Seller does not have a username or password, contact TMC at komatsuminingtmc@mytmc.com
3. Expedite domestic shipments (within North America) weighing more than 150 lbs. and palletized:
 - a. Enter shipment online at www.MyTMC.com
 - b. KMC buyer approval is required to expedite the shipping. An email must be sent to

This Purchase Order Number, Item Number and Part Number must be shown on all Packages, Invoices and Bill of Lading. The packing slip must be on the outside of any packages. Please refer to Terms and Conditions.

Authorized by Buyer for:

Joy Global Underground Mining LLC



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Charleroi PA 15022

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komatsuminingtmc@mytmc.com and copy KMC buyer with TMC load number in reference to obtain approval. Please provide specific reasoning for the expedite.

4. International shipment (outside North America) contact logistics-us-gdc@global.komatsu and your KMC buyer for instructions. Shipments outside North America are not routed through TMC.

5. Consolidation:

- a. Consolidate multiple shipments, on the same day, from the same shipping location, to the same buyer location, on a single BOL listing individual Purchase Order separately.

The Seller shall comply with any legislative requirements relating to chemicals or hazardous substances as may be needed depending on the jurisdiction including, but not limited to, obligations under the Waste Framework Directive 2008/98 EC and its subsequent amendments the Toxic Substances Control Act of 1976 and its subsequent amendments.



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Item	Material/Description Order	Quantity	UM	Net Price/ Del.date	Per UM	Net Amount
	<i>MAN9.1. The Supplier is responsible for obtaining a copy.</i>			Total net value	Total Amount	USD

These terms and conditions ("Terms and Conditions") govern the purchase of the goods ("Goods") and/or services ("Services") listed in the accompanying purchase order ("PO") by Komatsu America Corp., or its affiliate entity listed therein ("Buyer") from the seller ("Seller"). If a separate purchase agreement is in effect for this PO, the terms and conditions of that agreement supersede and apply in place of these Terms and Conditions. In all other cases, these Terms and Conditions (together with any terms, drawings, specifications or other documents specified or incorporated by reference on the front of this form) form the complete agreement of the parties with regard to this PO, and may not be modified except in a writing signed by Buyer and Seller that expressly states the intent of Buyer and Seller to modify these Terms and Conditions. Buyer expressly rejects all conflicting or additional terms contained in any prior or subsequent communication from Seller. If this form is deemed an offer to purchase by Buyer, this offer expressly limits Seller's acceptance to these Terms and Conditions by execution and return of the acknowledgement copy, or by any other conduct consistent with acceptance including, but not limited to, performance. If this form is deemed an acceptance by Buyer, this acceptance is limited to these Terms and Conditions, and no conduct by Buyer will be deemed to change these Terms and Conditions.

1. Changes. Buyer may make changes at any time in the drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation, and an equitable adjustment will be made if such changes cause an increase or decrease in cost or time required for performance. Seller must notify Buyer of any changes to manufacturing processes or inputs for Goods manufactured to Buyer's specifications as these may be subject to first article or other approvals from Buyer.

2. Price; Invoices; Payments. The Price stated on the PO is firm and no adjustments will be made (except pursuant to Sections 1 or 9), including for currency fluctuations. Price will include all charges for packaging for shipment and loading. Such Price will exclude all sales, goods and services, use, and excise taxes and duties which either party is required to pay in connection with the sale of the Goods or Services covered by the PO. Taxes, freight and duties will be shown separately on invoices. Itemized invoices showing the PO number, accompanied by a manifest and bill of lading, must be sent to Buyer at time of shipment. Shipper's name must appear on all packages. Packing slips must accompany each shipment. Invoices for progress payments (if any) must be accompanied by dated photographs or other evidence of production milestones met to support the invoice. Seller agrees to comply with any other shipping requirements communicated by the Buyer. Unless otherwise specifically provided herein, a) no charges for transportation, packing, crating, cartage, storage or containers shall be allowed, b) Seller shall pay and the price includes all applicable sales and similar type taxes which are not imposed by law on Buyer, and c) any information or data disclosed or furnished to Buyer by Seller hereunder shall be deemed sold as part of the price hereof, non-proprietary and free of all restrictions whatsoever. Buyer will only remit funds for payment to Seller's address or bank account details ("Account Information") that Seller provides in accordance with Buyer's written procedures for the submission and change of such information ("Payment Procedures"). Seller may only change the Account Information by processing a request to change the information in accordance with Buyer's Payment Procedures. Buyer will not be liable to Seller, and Seller will indemnify Buyer, for any losses resulting from a change to the Account Information caused by Seller other than in accordance with Buyer's Payment Procedures.

3. Setoff. Buyer may, in addition to any other rights or remedies, deduct or setoff from any amounts due to Seller under this or any order, the price, cost of unpacking, examining, repacking and reshipping any rejected Goods, or any amounts due or to become due from Seller to Buyer or any of Buyer's affiliates.

4. Inspection/Testing. At all times upon notice, Buyer or its designated representative may enter Seller's facility to inspect Buyer's materials, progress of work in process, final product, or any other matter related to this PO. Buyer may remove its raw materials, work in process, parts and components to which Buyer has title whenever in Buyer's judgment Seller cannot or will not fulfill this PO or any other order. Buyer may reject any or all Goods that are defective or nonconforming. Payment will not constitute acceptance of Goods or Services. At Buyer's option, Buyer may return quantities of Goods delivered by Seller in excess of the quantities ordered by Buyer as well as Goods rejected due to defect or nonconformity to specifications, request replacement Goods, and charge Seller for expenses related to inspecting and reshipping rejected or excess Goods. Nothing in this PO will relieve Seller from obligations of testing, inspection and quality control.

5. Safety Data Sheets. Seller agrees to furnish complete and accurate Safety Data Sheets (SDS) for the Goods in this PO prior to delivery, and to indemnify Buyer for any damages or fines resulting from Seller's failure to provide such SDS.

6. Buyer Materials. All tools, dies, patterns, molds, templates or other equipment or material provided or paid for by Buyer ("Buyer's Materials") will be marked as Buyer's property, are subject to return or destruction upon Buyer's demand, and may be used only to fill Buyer's orders. Seller authorizes Buyer to file UCC financing statements, hypothecs, or statements under the relevant Personal Property Security Act or similar legislation of the relevant state or province evidencing Buyer's interests in Buyer's Materials and agrees to sign whatever documents Buyer reasonably requests to perfect that security interest or hypothec. Seller will not assert any right, title or interest in Buyer's Materials or use them as collateral to secure financing. Seller acknowledges receipt of a copy of these Terms and Conditions and waives the right to receive a copy of any financing statement or verification statement.

7. Seller's Warranty. Seller warrants to the Buyer and its successors, assigns, customers and end-users that the Goods or Services delivered a) shall be free from defects in title, b) shall conform in all material respects to applicable descriptions, specifications, drawings and approved samples (if any) and be free from defects in design, material, and workmanship during the Warranty Term; c) shall conform in all respects to the terms of this PO during the Warranty

Term and; d) shall fit the specifications listed on the respective drawing during the Warranty Term.

8. The "Warranty Term" shall be the period extending to two (2) years after the date of first use or any longer warranty period ordinarily offered by Seller. All warranties will survive inspections, tests and acceptance by Buyer. Should the Seller breach any part of this PO, including but not limited to the breach of any express or implied warranties, Buyer shall be entitled to recover all actual damages arising from such breach. Buyer reserves the right to rework defective Goods and to charge Seller for the cost of such rework. Seller's right to cure any defects or replace defective Goods delivered is limited to ten (10) days after the Seller is notified of such defects. Any extension of that time must be agreed to in writing by Buyer.

9. Acceptance; Title; Risk of Loss; Shipment; Delivery. The Seller agrees to give Buyer thirty (30) days after receipt of Goods to inspect and accept Goods under this PO. The Seller further agrees that this does not preclude Buyer from revoking the acceptance after the expiration of this thirty (30) day period for defects arising after that time, including those defects that may arise during production of Buyer's product and/or during the Warranty Term. Title will pass to Buyer when Goods are delivered to the carrier. Risk of loss will pass to Buyer in accordance with the delivery term on the front of this form. However, it is agreed the risk of loss will remain with the Seller for any properly rejected Goods until subsequently accepted by Buyer after Seller cures or replaces the defective Goods. Time is of the essence for performance of this PO. All delivery date(s) are firm and failure to deliver when specified will constitute a breach of this PO. Unless otherwise agreed, deliveries more than 7 days before specified delivery dates may not be accepted and/or associated costs will be for Seller's account. Seller will use a method of transportation acceptable to Buyer.

10. Termination. Buyer may at any time terminate this PO, in whole or in part, for cause or convenience by written notice. Upon receipt of a termination notice, Seller will stop, and cause its suppliers and subcontractors to stop, all work pursuant to the terms of such notice. Seller shall promptly advise Buyer of the quantities of applicable work and material on hand or purchased prior to termination and the most favorable disposition that Seller can make thereof. Seller shall comply with Buyer's instructions regarding disposition of such work and material. Buyer will not pay for any work by Seller after receipt of termination unless Buyer has requested such work, or for any costs of Seller or its suppliers or subcontractors that could have reasonably been avoided. To the extent this PO covers items normally carried in inventory by Seller (as distinguished from items specially made to Buyer's specifications), Buyer shall have no liability for such items subject to this PO which are not shipped prior to termination of this PO. All claims by Seller based on such termination must be asserted in writing and in full, within ninety (90) days from the date of notification of the termination or shall be waived.

11. Remedies for Breach of PO. Seller shall indemnify, defend, and hold Buyer harmless from and against all claims and actions, and all expenses (including reasonable attorney's fees) incurred in connection with such claims or actions, based upon or arising out of damage to property or injuries to persons, failure to perform the obligations contained herein, breach of these terms, a Security Incident, or any negligent, intentional, or otherwise tortious acts or omissions of Seller or anyone acting under its direction or control or on its behalf in the course of its performance under this PO. THESE OBLIGATIONS ARE IN ADDITION TO SELLER'S WARRANTY OBLIGATIONS AND ANY OTHER REMEDIES AVAILABLE UNDER APPLICABLE LAW. Seller will also provide insurance in types and amounts and with insurers acceptable to Buyer.

12. Patents and Copyrights. Seller agrees to defend, indemnify and hold harmless Buyer and its customers from all damages, claims, liabilities or expenses (including reasonable attorney fees) for patent, trademark, copyright or trade secret infringement arising out of or resulting from use of the Goods or Services in this PO, except to the extent based on Buyer's designs or specifications. If Seller provides Goods that contain Buyer's intellectual property or specifications, Seller agrees that it shall not offer, sell or provide any such Goods to any party other than Buyer.

13. Compliance with Laws. Seller warrants that it complies and shall comply, and that the Goods and Services comply and shall comply, with all applicable laws, rules and regulations ("Laws") regarding the Goods and Services or their use, manufacture, transport, or sale, including but not limited to, (a) applicable environmental laws, (b) applicable safety laws, (c) applicable labor and employment laws and regulations, including but not limited to Executive Order 11246 (as amended) (Equal Employment Opportunity), Section 503 of the Rehabilitation Act of 1973 (as amended), the Vietnam Era Veteran's

(Continued on next page)

Readjustment Assistance Act of 1974 (as amended), and all relevant rules, regulations and orders of the U.S. Secretary of Labor, (d) applicable laws related to data privacy and information security, and (e) applicable tax and similar laws including but not limited to present and future sales and use taxes, fees, withholdings, imposts, levies, duties or other charges together with any penalties, fines or interest thereon. Without limiting the generality of the foregoing, Seller and its employees and subcontractors will not engage with any "anti-social forces" (such as organized crime, hate groups, gangs, terrorists, etc.) which pose a threat to the order and safety of civil society, and Seller agrees that such anti-social activity will be cause for immediate termination of this PO. Seller represents that it has adopted policies and systems to validate, to the extent possible, sourcing and chain of custody of Conflict Minerals. Seller further warrants that no Goods shall contain any asbestos, polychlorinated biphenyls (PCBs), lead, lead paint, mercury, or other Hazardous Materials of any type, unless required by Buyer's written specification. At commencement of this PO and upon reasonable request while this PO remains in effect, Seller shall provide Buyer with information and/or certifications regarding Seller's and its suppliers' use (or non-use) of Hazardous Materials in the Goods. Seller shall also provide chemical constituents by percent weight for restricted chemicals for all component parts included in the Goods. Full material disclosure is preferred. Seller is responsible for compliance with these terms throughout its supply chain and sub-suppliers.

"Conflict Minerals" means the 3TG minerals: Tin, Tantalum, Tungsten and Gold; but will include any other minerals added to the definition for Conflict Minerals during the term of this PO under Section 1502 of the United States Dodd-Frank Wall Street Reform and Consumer Protection Act. **"Hazardous Materials"** means any hazardous or toxic substance, material, or waste that because of its concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety, or to the environment if released into the workplace or the environment. Hazardous Materials include but are not limited to those listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. 172.010) or by the United States Environmental Protection Agency as hazardous substances (40 C.F.R. Part 302 and amendments thereto) or comparable Canadian laws, rules or regulations; petroleum products and their derivatives; and such other substances, materials, and wastes as become regulated or subject to cleanup authority of any environmental law of any country or which form the basis for liability under any environmental law of any country.

14. Data Privacy and Information Security. Seller shall implement, maintain, and at all times comply with a comprehensive, written information security program that contains appropriate physical, organizational, technical, administrative, and other data security safeguards to protect the data and information, including personal information, that Seller receives from or on behalf of Buyer pursuant to this Agreement ("Buyer Data"), and the systems processing Buyer Data, against damage, loss, and against unauthorized access, acquisition, use, modification, disclosure or other misuse (a "Security Incident"). Such program shall also contain any other minimum requirements set forth in this Agreement or applicable law. The safeguards that Seller maintains shall be no less rigorous than those maintained by Seller for its own information of a similar nature and for other customers of Seller with respect to information of a similar nature. If Seller becomes aware of or reasonably suspects a Security Incident, then Seller shall immediately notify Buyer (but in any case not later than forty-eight (48) hours after suspicion or discovery). Seller shall: (i) investigate and remediate the effects of the Security Incident, and regularly and promptly update Buyer of the results of its investigation, response and remediation efforts; and (ii) provide Buyer with assurances reasonably satisfactory to Buyer that such Security Incident shall not recur. Seller shall bear the costs, losses and expenses (including attorneys' fees) associated with a Security Incident, including any costs of (a) providing notices (whether provided by Seller or Buyer) of a Security Incident to affected individuals, to state, federal, and/or foreign jurisdiction regulatory bodies, and credit reporting agencies, and (b) remediying and otherwise mitigating any potential damage or harm of the Security Incident, including establishing call centers and providing credit monitoring or credit restoration services, as reasonably requested by Buyer. Seller shall be liable for the costs, losses and expenses regardless of whether they are characterized as direct, indirect, consequential, special, punitive or any other type of damage.

15. Notice of manufacturing changes. Seller agrees to notify Buyer in writing, and with at least 60 days' prior notice, before the implementation of any known design change, process change or material substitution that could impact form, fit, function or reliability of the Goods covered by the PO.

16. Government Contracts. If this PO is for Goods or Services of Seller to be supplied by Buyer to a third party under a government contract or subcontract or a contract which is being financed by a government, all contract provisions applicable thereto and required by law, order, regulation or such government contract or subcontract, are hereby incorporated herein by reference as fully as if set forth herein in full, including without limitation, Federal Acquisition Regulations (FAR) 52.219-8 (Utilization of Small, Small Disadvantaged and Woman-owned Small Business Concerns), the other requirements of FAR 52.219-9 (d) if this PO is in excess of \$500,000, and 52.219-9(e)(4), and any required right of access or audit of the Seller's records by the U.S. Government with respect to any sales financed by the Defense Security Cooperation Agency or similar agency. Where necessary to make the context of such provisions or clauses applicable to this PO, the terms "Contractor", "Contract", and "Government" or "Contracting Officer" (or terms of

similar import) shall mean respectively Seller, this PO, and Buyer.

17. Import/Export Requirements. Seller shall comply with, and assist Buyer in complying with, all applicable import/export Laws. Seller shall also provide accurate data required for export to a location outside the United States, import into the United States, and/or determining the accuracy of information provided, including but not limited to the following: Harmonized Tariff Schedule Classification, country of origin (that is, country of manufacture), and the US Commerce Department Export Control Classification Number (ECCN). The Goods shall also be marked in English with country of origin in accordance with US Customs marking requirements. If Buyer provides or pays separately for tools, dies, patterns, molds, templates, or other equipment or material, Seller shall declare the value thereof (a) on Seller's invoice for the imported items or Goods and (b) upon import into the United States. Seller shall indemnify Buyer against all penalties and fines imposed on Buyer as a result of incorrect information from Seller or reimburse Buyer in full for such penalties or fines within thirty (30) days of notification from Buyer. If a Free Trade Agreement (or other trade preference agreement) is in place between Seller's country and Buyer's country, Seller must supply and certify country of origin in the format specified by Buyer to comply with regulations including preferential certificates of origin, duty drawback documentation and/or manufacturer's affidavit as requested. It is the responsibility of Seller to monitor information related to Country of Origin, HTS and ECCN and immediately notify Buyer in writing of any changes.

18. Proprietary Information; Confidentiality; Advertising. Buyer retains title to all drawings, designs, specifications, technical data, and non-public information furnished to Seller for use with this PO and the same shall be treated as Buyer's confidential information, shall be used by Seller only to complete this PO and shall be returned or destroyed upon request by Buyer or termination of the relationship between the Parties, along with all copies or reproductions thereof, provided copies or reproductions shall be made only with Buyer's written consent. All materials, including drawings, designs, specifications, technical data, tools, special dies and patterns furnished or specifically paid for by Buyer, shall be the property of Buyer, shall be returned to Buyer when no longer required hereunder, shall be used only to complete this PO and shall be segregated and clearly identified as property of Buyer. Seller assumes all risk and liability for loss or damage thereto, except for normal wear, and agrees to permit inspection and supply detailed statements of inventory upon request of Buyer. Seller agrees not to furnish Goods made to Buyer's specifications to any other party. Seller may not advertise or publish this relationship or PO without Buyer's written permission.

19. Independent contractor. Seller will act as an independent contractor at all times in performing the duties under these Terms and Conditions. Nothing in this Agreement shall be deemed to establish Seller as a joint venturer, partner, or any other business relationship with Buyer other than that of an independent contractor.

20. Right to audit. Buyer may audit Seller's records as reasonably necessary to confirm Seller's compliance with these Terms and Conditions. Seller shall indemnify and hold harmless Buyer and Buyer affiliates for all fines, penalties, expenses or other losses sustained by Buyer or any Buyer affiliate as a result of Seller's breach of these Terms and Conditions.

21. Force Majeure. A party will not be liable for delays due to causes beyond its reasonable control including government action or failure to act, accident, fire, act of God or unusually severe weather. A party must notify the other party in writing within 5 days of commencement of a delay.

22. Limitation of Liability. EXCEPT FOR CLAIMS FOR INTELLECTUAL PROPERTY INFRINGEMENT OR BREACHES OF THE CONFIDENTIALITY OBLIGATIONS HEREIN, OR SELLER'S LIABILITY RELATED TO A SECURITY INCIDENT, IN NO EVENT SHALL ANY PARTY HEREUNDER BE LIABLE TO ANY OTHER PARTY HEREUNDER FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING FROM OR IN RELATION TO THIS PURCHASE ORDER, THE GOODS OR THE SERVICES (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BY STATUTE OR OTHERWISE). THIS LIMITATION SHALL APPLY EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

23. Assignments and Subcontracting. No part of this PO may be assigned or subcontracted without the written approval of Buyer. Any attempted delegation, assignment or subcontracting, by operation of law or otherwise, without the prior written consent of Buyer, shall be void.

24. Waiver. Buyer's failure to insist on performance of any of these Terms or Conditions or to exercise any right or privilege, or Buyer's waiver of any breach, will not be deemed a waiver of any subsequent performance, right, privilege or breach.

25. Choice of Law; Venue. This PO will be governed and construed under the laws of the state or province in which the "ship to" address on the front of this PO is located, without regard to that state's or province's conflicts of laws principles. Seller agrees to be subject to personal jurisdiction in the state or province in which the "ship to" address on the front of this PO is located. Seller and Buyer agree that the provisions of the 1980 United Nations Convention on Contracts for the International Sales of Goods shall not apply to this PO.

26. Language. The parties hereto have expressly requested that this PO and any documents related hereto be drafted in the English language..