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**DEVELOP  
INNOVATE  
EVOLVE**

## **PROPOSAL**

**Ntunga Pegmatite Amenability Study**



DEVELOP  
INNOVATE  
EVOLVE

**PROPOSAL NO:**

**240627.1.03 JR**

**PROPOSAL:**

**Ntunga Pegmatite Amenability Study**

**CLIENT:**

**Trinity Metals**

**CLIENT CONTACT:**

**Ronald Toledo**

**DATE:**

**05/12/2024**

**PROPOSAL AUTHOR:** Jon Rumbles

**PROPOSAL APPROVED BY:** James Gaydon

**REV NO:** 03





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## Introduction

GSL was contacted by Ronald Toledo from Trinity Metals, regarding initial amenability testing on a sample of pegmatite ore from the Ntungwa deposit in Rwanda. The aim of the testwork was to investigate potential routes for upgrading and recovering Sn, Ta and Li. To achieve this the following aspects were requested to be considered:

- Ore sorting as a pre-concentration option
- Comminution Testing
- Mineralogy and assay by size assessment
- Pre flotation gravity amenability testing for Sn, Ta concentrates
- Rougher flotation for Spodumene
- Open circuit testing with a targeted 6% Li<sub>2</sub>O product grade requirement
- Post flotation gravity amenability

A flowsheet (Figure 1) has previously been shared with Trinity Metals and the approach has been agreed. The original requested testwork cost amounts to **£52,596.64** with a turnaround time of **16 working weeks** and a sample mass requirement of **250 kg** with a top size of **75 mm**. To date there have been two revisions to scope of work:

- 240627.1.01 JR - an additional cost for the TOMRA ore sorting increasing the costs from **£43,754.00 to £47,334.00**. The additional costs were agreed with Ronald Toledo on 29/08/24 via email although confirmation by way of signback (Appendix I) is also required.
- 240627.1.03 JR - A further revision to the testing has been suggested following a review of the mass yield results from the TOMRA testing. The proposed additional testing involves gravity and magnetic amenability tests carried out on both the primary Sn/Ta XRT ore sorter accepts and secondary spodumene colour ore sorter accepts. Testing increased from **£47,334.00 to £52,597.64 (including incurred shipping costs)**.

The TOMRA work has been delayed effecting the schedule, a new schedule has been provided and discussed with the client.

## Scope of Work

### Sample Requirements

The proposed testwork programme will require 250 kg of sample with a top size of 75 mm.

Please complete and return the Sample Checklist and Material Hazard Assessment Form (Appendix III) to GSL prior to shipping the samples. These may be sent to [jon.rumbles@grindingsolutions.com](mailto:jon.rumbles@grindingsolutions.com).

Please follow sample shipping instructions outlined in Appendix II. Failure to do so may result in samples being returned to sender or disposed of by authorities.

### Sample Receipt

The client will be notified of the receipt of sample and any damage or losses that may have occurred during transport. The sample will be photographed, weighed and logged into the GSL sample tracker.

The list of logged samples will be shared with the client to ensure that the correct samples and notations have been recorded. Any errors in this process will be corrected prior to commencement of testing.

## Sample Storage

Samples will be stored at GSL for a total of 6 months. After this period, samples will be disposed, or a further storage charge will be incurred.

## Proposed Flowsheet

Figure 1 shows the proposed flowsheet that has been shared and agreed with Trinity Metals.

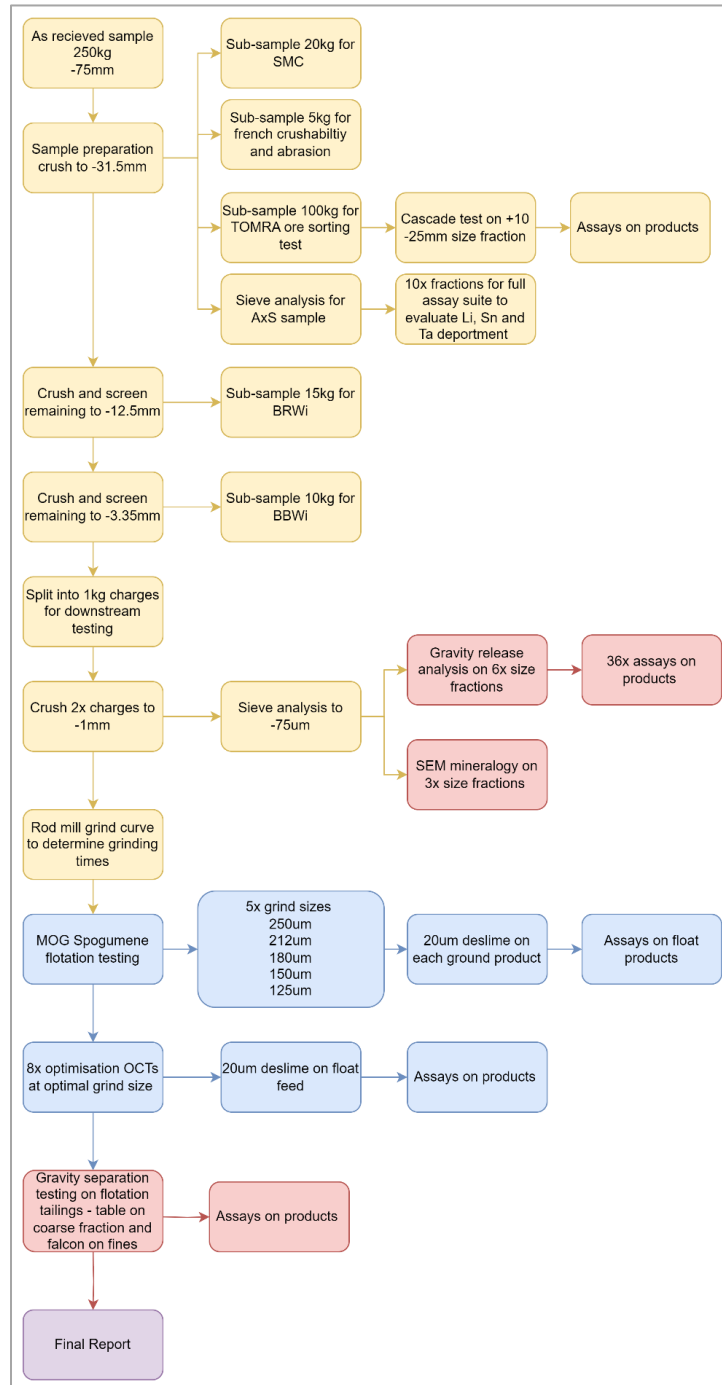


Figure 1 - Proposed flowsheet

## Sample Preparation

The as received sample will be prepared and sub-sampled in the following method to prepare for the required testing:

- All material staged crushed and screened passing 31.5mm.
- A dry sieve stack PSD will be carried out at 31.5mm for assay by size to -1mm to assess Sn, and Ta department prior to ore sorting.
- The -31.5mm material will be screened at 10mm.
- The -31.5mm +10mm will be representatively split for the following testing.
  - 20kg for SMC testing
  - 5 kg for French crushability and abrasion
  - 100kg for TOMRA ore sorting test will lightly crushed to 100% passing 25mm +10mm
- The remaining +10mm material will be combined with the stored -10mm material for further testing.
  - Due to mass requirement for TOMRA testing to ensure no delays on gravity/flotation tests +10mm and -10mm will be recombined proportionally to ensure as representative feed as possible. A higher department of -10mm may be used to ensure sample mass but will be avoided if possible.
- All material screened and crushed to -12.5mm and 15 kg sub -sampled for BRWi
- Remaining material screened and crushed to -3.35mm and 10 kg sub-sampled for BBWi
- Remaining material split into 1kg charges for downstream testing.
- 2x 1kg charges crushed to -1mm.
  - Dry and wet sieve analysis to -75 $\mu$ m.
  - Products combined accordingly for mineralogy and GRA.
- Rod mill grind curve carried out on 4-5 of 1kg charges to determine grind times for gravity/flotation testing.

Any additional sample preparation beyond that outlined in this proposal may incur further costs, this will be discussed with the Client at the time of sample receipt.

## Comminution Testing

### SMC<sup>®</sup> Test

The SMC<sup>®</sup> test is an abbreviated version of the JK Drop Weight Test (JK DWT) that involves dropping a sample of known mass from a pre-defined height to apply a set amount of energy. Testing is done on one size fraction only (vs. multiple fractions for the JK DWT). The fragmented products from a given size fraction and specific energy input are combined and screened to determine the  $t_{10}$  value, which is defined as the % of material passing  $1/10^{\text{th}}$  of the size of the original fraction. This value is then plotted as a function of specific energy input to give a size reduction – product size relationship.

The main output from this test procedure is a Drop Weight Index (DWi) in kWh/m<sup>3</sup>. This value gives an indication of coarser particle strength and may be used in conjunction with other comminution indices (Bond ball mill work index) to determine specific energy requirements for (S)AG mills, crushers and HPGR.

The recommended feed requirement for this is 60 particles of quarter core (HQ), or 60 to 100 particles in the -31.5 +26.5mm size fraction

### **Bond rod mill work index**

To determine grindability of the ore in the <12.5mm range, a Bond rod mill work index (BRWi) test is included in the test programme. This test involves grinding a 1250cm<sup>3</sup> sample in a rod mill with a wave-shaped liner and rod charge with pre-defined diameters and total media mass.

The product from each milling cycle is screened at a pre-determined closing size. The standard closing screen size is 1118µm. Undersize from the screening process is replaced with fresh feed, and the number of revolutions is adjusted to achieve a circulating load of 100%. The output from this test is the Bond rod mill grindability index in kWh/t, which may be used primarily in the sizing of rod mills.

For this test, 15kg of sample is required for stage-crushing to 100% passing 12.5mm.

### **Bond ball mill work index**

To determine grindability of the ore in the typical ball mill (<3.35mm) size range, a Bond ball mill work index (BBWi) test is included in the test programme. This test involves grinding a 700cm<sup>3</sup> sample in a 305 x 305mm ball mill with a ball charge with pre-defined size distribution and total media mass.

The product from each milling cycle is screened at a pre-determined closing size. The standard closing screen size is 150µm. Undersize from the screening process is replaced with fresh feed, and the number of revolutions is adjusted to achieve a stable circulating load of 250%. The output from this test is the Bond ball mill grindability index in kWh/t, which may be used primarily in the sizing of ball mills.

For this test, 10kg of sample is required for stage-crushing to 100% passing 3.35mm.

### **French Crushability and Abrasion Testing**

The French crushability and French abrasion test gives an abrasivity index and a crushability index that will rate the material in comparison with other materials. The French abrasion test is mainly used to estimate hammer wear life in impactor applications. However, the data has been shown to correlate well to the Bond CWi and Ai data and so can also be used during the sizing of crushers and to estimate mill media and liner wear rates. The crushability index is a measure of how easily the material breaks down. The test also includes the specific gravity or solid density of the material.

## **Assay and Mineralogy**

### **Assay**

Assays will be carried out by ALS Geochemistry throughout the testing programme. The assay suite will cover following elements from the ALS analysis codes listed:

- Li, Fe, Nb, SiO<sub>2</sub>, Sn, Ta,
- Li-OG63
- Me-XRF15c

The assay suite will be carried out on all gravity, flotation and ore sorter products as well as for head assays and assay by size.



## Mineralogy

A detailed mineralogy and liberation study will be carried out on a sample split into three size fractions. The analytical work will be carried out by Petrolab in a Zeiss EVO MA25 scanning electron microscope (SEM) running Mineralogic v1.4 automated mineralogy software.

It is suggested to carry out this analysis on 3 size fractions for two reasons. Firstly, it produces a higher quantity of data giving better overall sample representivity, especially at the coarser end of the size distribution. Secondly, it allows tailoring of the SEM spot size to the particle size range, giving a better resolution of mineral textures, which ultimately helps accurate classification of the finer end of the size range.

## Ore Sorting

A sub-sample of the crushed received material will be submitted to TOMRA, Germany for a first inspection with their XRT sensor. This assesses the amenability of the ore to ore sorting and determine the most efficient test work program consistent with recovering the maximum potential and minimising risks.

This initial assessment would require 50 – 100 kg of sample, along with 2 – 3 particles which are deemed suitable as reference samples for Sn, Ta and Li and waste material. Should the first inspection be successful, the next suggested step would be a performance test which would require 2 – 3 tons of material (pricing for this stage is not included at this point but is available upon request).

## Pre-Flotation Gravity Release Analysis

The gravity release (GRA) analysis test provides an informed starting point for further gravity separation testing and compliments the mineralogy and comminution testing. This test is conducted on a Mozley Superpanner, which is effectively a batch version of a shaking table. Due to the level of control over various operating parameters, this test gives a very accurate gravity separation generally considered to be at or near optimum performance for a given ore when operating at a single G.

The GRA test involves sizing of the feed into 6 size fractions and carrying out testwork on each individual size fraction. Each size fraction will be processed to produce 5 concentrates and a tailings sample, each being assayed for the full suite (36 samples total).

## Flotation

Flotation testing will look to investigate reagent scheme, flotation kinetics and circuit configuration. The testing would be broken down as below. Tests will be performed on either a pre-concentrated sample or whole ore depending on the results of the pre-concentration tests.

Stage	Deliverables
Rougher rate kinetic testing	<ul style="list-style-type: none"> <li>• 5x rougher flotation tests</li> <li>• Mesh of grind (MOG) tests at 5 different grind sizes, 250µm, 212µm, 180µm, 150µm, 125µm</li> <li>• Material deslimed prior to flotation at 20µm with a screen</li> <li>• 5 concentrates from each test with full assay suite</li> <li>• 1 deslime component from each with full assay suite</li> <li>• 1 tailings product from each test with full assay suite</li> </ul>
Open circuit testing	<ul style="list-style-type: none"> <li>• Rougher primary grind size based on MOG flotation testing</li> <li>• 5x tests incorporating reagent dosages</li> <li>• 3x tests evaluating cleaner kinetics for optimal recovery</li> <li>• All product with full assay suite</li> </ul>

## Post-Flotation Gravity Assessment

A sufficient sample of representative flotation tailings will be screened at 75µm (assuming a primary grind size of nominally 180µm) to generate a coarse tailings and fine tailings product.

The coarse tailings sample will be passed across the Mozley Superpanner (as with the GRA). The test will generate 5 concentrates and a tailings which will be assayed.

The fine tailings will be passed at 3 G-Force inputs through a Falcon LP40 separator. The process will therefore generate 3x gravity concentrates and 1x tailings sample for full assay suite.

## Additional TOMRA product testing

The following tests are recommended to be trailed on the TOMRA accepts.

- XRT Product Testing
  - Combined with -10mm, with proportions based on mass split.
  - Prepared to -3.35mm
  - 3x 1kg charges ground to 200µm based on previously generated grind curve
  - 3 kgs passed through Falcon for targeted 3-4% mass recovery
  - Cleaner test on Mozley table
  - Assays on products
- Colour Product Testing
  - Combined with -10mm accordingly based on mass split.
  - Prepared to -3.35mm
  - 6x 1kg charges ground to 200µm based on previously generated grind curve
  - Dry mag profile using IMR magnet up to 1800G
  - HW800 gravity separation
  - Assays on product

## Deliverables

- Feed characterisation
- Comminution testing
- Ore sorter amenability
- Gravity amenability
- Flotation performance
- Final Report

## Schedule

Work will commence after receipt of:

- Appendix I - Approval and Acceptance Form
- Appendix III – Sample Checklist
- Purchase Order
- Upfront payment
- Sample

The anticipated start date for the project will be confirmed with the client based upon the workload in the laboratory at the time of receipt of the above items.

The original proposed scope of work was scheduled to be completed in 13 working weeks. Due to the previously discussed TOMRA delays a 4 week increase to lead time has occurred. Bringing total schedule to 16-17 weeks.

Schedule Testing Undertaken showing external delays on testing	Week Commencing																	
	19/08/2024	26/08/2024	02/09/2024	09/09/2024	16/09/2024	23/09/2024	30/09/2024	07/10/2024	14/10/2024	21/10/2024	28/10/2024	04/11/2024	11/11/2024	18/11/2024	25/11/2024	02/12/2024	09/12/2024	
Sample Handling	█																	
Sample Preparation	█																	
Feed Characterisation	█	█	█	█	█	█	█	█	█	█	█							
Shipping Samples from TOMRA to GSL	█	█	█	█	█	█	█	█	█	█	█	█						
Gravity Amenability		█	█	█	█	█	█											
Mesh of Grind Flotation		█	█	█	█	█	█											
Optimisation Testing								█	█	█	█	█	█	█	█	█		
Flotation Tails Gravity Testing									█	█	█	█	█	█	█			
Project Management and Reporting																		█
Additional Gravity Testing																		
TOMRA and Additional Testing Assays													█	█	█	█		
GSL Testing	█																	
External Testing/Assays	█	█																

## Cost Schedule 240627.1.03 JR

Line Item	Description	Unit Price	Qty	Total
	<b>Ntunga Pegmatite Process Amenableity Testing</b>			
1	Sample Handling - Sample receipt - Sample disposal - Consumables	£ 2,459.00	1	£ 2,459.00
2	Sample Preparation	£ 6,283.00	1	£ 6,283.00
3	Feed Characterisation - Assay by size - Mineralogy 3 size fractions - Head assay - TOMRA ore sorting trials and assays	£ 11,394.00	1	£ 11,394.00
4	Gravity Amenableity - GRA analysis	£ 4,778.00	1	£ 4,778.00
5	Mesh of Grind Flotation	£ 1,071.00	5	£ 5,355.00
6	Optimisation Testing	£ 1,321.00	8	£ 10,568.00
7	Flotation Tails Gravity Testing	£ 1,798.00	1	£ 1,798.00
8	Project Management and Reporting	£ 5,390.00	1	£ 5,390.00
9	Additional Ore Sorter Product Testing - Falcon and Mozley cleaner on XRT product - HW800 separation on Colour Product - Dry Mag profile on Colour Product	£ 4,064.00	1	£ 4,064.00
10	Incurred Shipping Costs	£ 508.64	1	£ 508.64
<b>Values in GBP</b>		<b>Total excl. VAT</b>		£ 52,597.64
<b>VAT will be charged at 20% when applicable</b>				



## Commercial Terms

- Proposals are valid for 30 days from date of issue
- Invoices will be raised in GBP Sterling unless otherwise agreed in advance
- 2 invoices have already been sent equating to £47,334.00 therefore if additional work requested a single further invoice of £4,755.00, with 508.64 additional for incurred shipping costs.
- Payment terms are strictly 30 days from date of invoice
- When applicable VAT will be charged at the UK's current rate at date of invoice
- Travel costs and expenses will be charged at cost +10%



## Appendix I - Approval and Acceptance Form

**PROPOSAL FOR:** Ntungwa Pegmatite Amenability Study

**PREPARED FOR:** Ronald Toledo

**CLIENT:** Trinity Metals

**PROPOSAL NO:** 240627.1.03 JR

**DATE:** 05/12/2024

To accept this Proposal please return this "Approval & Acceptance" via e-mail.

We, the client, wish to engage GSL for the performance of the services further described in this Proposal and GSL wishes to accept such appointment.

We, the client, agree to abide by the terms of this Proposal.

The persons signing below on behalf of the client and GSL are duly authorised to do so.

	For and on behalf of Trinity Metals	For and on behalf of GSL
Name		
Position		
Date		
Signature		

	Client Invoicing Details
Company Name	
VAT No (where applicable)	
Company Registration No	
Address	
Contact Name	
Email	
Phone	



## Appendix II - Sample Shipping Instructions

Samples should be addressed to:

**GSL**  
**14 Tresillian Business Park**  
**Tresillian**  
**Truro**  
**Cornwall**  
**TR2 4HF**  
**UK**  
**Attention: Jon Rumbles**  
**Phone: +44 (0) 1872 223331**

**Delivery times are 8.00 – 16.00 Monday to Friday, except UK Bank Holidays.**

After hours delivery is possible by special arrangement.

Container deliveries can only be accepted by prior arrangement and could incur additional costs.

**The client is responsible for all associated freight, duty and insurance costs and providing the necessary documentation. GSL is not responsible for any additional charges relating to the clearance and delivery of samples, any additional charges will be invoiced to the client at cost plus 10%.**

**For Health & Safety purposes, GSL will not be able to take delivery of samples without receipt of a completed Material Hazard Assessment, Section 2 of Appendix III.**

GSL must be informed of the sample shipment details and receive the completed sample checklist, Appendix III, along with the commercial invoice prior to shipment receipt.

**All documents must be in English.**

**Samples should be clearly marked on the outside of the package with the delivery address above and include hard copies of the sample checklist, Appendix III, and commercial invoice.**

The commercial invoice must include the following:

- Delivery address
- Description and weight of material
- A nominal value for customs purposes of £10
- A statement that the package is 'Mineral samples of no commercial value for testing purposes'

## Appendix III – Sample Checklist

Please forward the following Sections 1-3 completed and signed to GSL to the email address under sample requirements or enquiries@grindingsolutions.com prior to goods being dispatched. A hard copy should also accompany the goods with the commercial invoice.

### Section 1 – Shipping Information

Company Name	
EORI No	
Address	
Contact Name	
Contact Email	
Contact Phone Number	
Ore Body / Mine Details	
Country of origin	
<b>Send to:</b>	<b>Return samples to (if required):</b>
GSL 14 Tresillian Business Park Tresillian Truro Cornwall TR2 4HF UK Ph: +44 (0) 1872 223331	
<b>GSL EORI No:</b>	GB897532569000
<b>Shipping Company</b>	
<b>Description of Goods</b>	
<b>Total Mass Shipped</b>	
<b>Tariff Code</b>	
<b>UK Tariff Website</b>	<a href="https://www.trade-tariff.service.gov.uk/find_commodity">https://www.trade-tariff.service.gov.uk/find_commodity</a>
<b>Commercial Value</b>	GBP
<b>Material Hazard Assessment Form must be completed (next page)</b>	

Section 2 – Material Hazard Assessment									
Sample Description									
Elements of interest									
<b>Material to be tested</b>									
Sample ( <i>circle</i> )	Feed	Concentrate	Middling	Tailings	Other				
Form ( <i>circle</i> )	Solids	Slurry	Bulk/Pulp Density (kg/m <sup>3</sup> )						
<b>Specific Hazards</b>									
Risk of ( <i>circle</i> )	Silicosis		Asbestosis		Pneumoconiosis		Berylliosis		
What could result from...									
Inhalation of sample									
Skin contact with sample									
Eye contact with sample									
Ingestion of sample									
<b>Physical properties and associated chemical hazards</b>									
Physical/chemical risks of the sample and its associations <i>(please circle relevant)</i>		Fine dust		Pyrophoric		Reactive			
		Oxidising		Poisonous		Toxic			
		Hygroscopic		Radioactive		Corrosive			
		Cyanide		Basic		Acidic			
		Carcinogenic		Biohazard		Organic			
<b>Toxic Elements</b> ( <i>please circle relevant</i> )									
As	Be	Cd	Cr	Co	Hg	Ni	Pb	Tl	
Te	Cu	V	Os	Ag	Rb	Sb	Zn	Sr	
<b>Radioactive elements</b> ( <i>please circle relevant</i> )									
U	Th	Tc	Pm	Po	ppm				
Maximum contact dose rate measured:					µSv/h				
Section 3 - Declaration									
I understand that this information must be provided, in order for GSL to determine necessary safety precautions. I confirm that the information on this form is correct to the best of my knowledge.									
Signed							Date		
Print Name									



## Appendix IV - Services Terms and Conditions 2024

These Terms and Conditions (these “Terms”) apply when GSL is appointed to supply Services to the Client (all as defined below). These Terms shall form the basis of the Client’s contract with GSL so please read them carefully before signing a Proposal.

### 1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in these Terms:

**Approval Form:** the written approval form (included in the Proposal) supplied by GSL to the Client, which can be used by the Client to indicate its acceptance of the Proposal.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Commencement Date:** has the meaning given in clause 3.2.

**Contract:** these Terms and the relevant Proposal.

**Client:** the person, firm or company identified on the Proposal.

**Deliverables:** the deliverables identified in the Proposal.

**GSL:** Grinding Solutions Limited registered in England and Wales with company number 04607181 whose registered office is at 14 Tresillian Business Park, Tresillian, Truro, Cornwall, England, TR2 4HF.

**Intellectual Property Rights:** patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Proposal:** GSL’s written proposal setting out the proposed work programme (including a description of the Services), sample requirements, turnaround times, Deliverables and cost schedule.

**Samples:** the samples to be provided by the Client to GSL as set out in the Proposal.

**Services:** the services, including the Deliverables, supplied by GSL to the Client as set out in the Proposal.

1.2 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

1.3 Any words following the Terms **including, include** for **example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those Terms.

1.4 A reference to **writing** or **written** includes fax and email.

### 2. APPLICATION OF TERMS

2.1 These Terms shall:

- (a) apply to and be incorporated in the Contract; and
- (b) prevail over any inconsistent terms or conditions contained in, or referred to in, the Client's order, purchase order, confirmation of order, specification, or implied by law, trade custom, practice or course of dealing.

2.2 No addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on GSL unless in writing and signed by a duly authorised representative of GSL.

### **3. BASIS OF CONTRACT**

3.1 The Client's signing of the Approval Form constitutes an offer by the Client to purchase the Services in accordance with these Terms.

3.2 The Approval Form shall only be deemed to be accepted when GSL issues a signed version of the Approval Form at which point, and on which date, the Contract shall come into existence ("**Commencement Date**"). Any Proposal prepared by GSL is only valid for a period of 30 Business Days.

### **4. SUPPLY OF SERVICES**

4.1 GSL shall supply the Services to the Client in accordance with the Proposal in all material respects.

4.2 GSL shall use all reasonable endeavours to meet any performance dates for the Services specified in the Proposal, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

4.3 GSL reserves the right to amend the Proposal if necessary to comply with any applicable law or regulatory requirement or if the amendment will not materially affect the nature or quality of the Services, and GSL shall notify the Client in any such event.

4.4 GSL warrants to the Client that the Services will be provided using reasonable care and skill.

### **5. CLIENT'S OBLIGATIONS**

5.1 The Client shall:

- (a) ensure that the information set out in the Proposal is complete and accurate in all material respects;
- (b) co-operate with GSL in all matters relating to the Services;
- (c) provide GSL with the Samples, information and materials which are set out in the Proposal or GSL may reasonably require in order to supply the Services;
- (d) package and label the Samples (if requested) with the instructions set out in the Proposal;
- (e) complete the Hazard Assessment Form and return to GSL with the Samples;
- (f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (g) comply with all applicable laws; and
- (h) comply with any additional obligations as set out in the Proposal.

5.2 If GSL's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any obligation ("**Client Default**"):

- (a) without limiting or affecting any other right or remedy available to it, GSL shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays GSL's performance of any of its obligations;
- (b) GSL shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from GSL's failure or delay to perform any of its obligations as set out in this clause 5.2; and
- (c) the Client shall reimburse GSL on written demand for any costs or losses sustained or incurred by GSL arising directly or indirectly from the Client Default.

**6. CHARGES AND PAYMENT**

6.1 The price for the Services shall be the price set out in the cost schedule in the Proposal. If one or more cost schedules are included in the Proposal, the Client shall indicate on the Approval Form which cost schedule has been selected.

6.2 GSL shall raise invoices in British pounds sterling unless otherwise stated for the Services in accordance with the payment terms set out in the Proposal.

6.3 The Client shall pay each invoice submitted by GSL in full, and in cleared funds, within 30 days of the date of the invoice. Time for payment shall be of the essence of the Contract.

6.4 The Client shall reimburse GSL for the following expenses:

- (a) all reasonable travel costs (which includes fares, accommodations, subsistence and visa costs), which will be charged at cost plus 10%;
- (b) mileage, which will be charged at £0.50 per mile; and
- (c) flight costs, which will be charged at business class rates, provided that documentary evidence is provided to the client.

6.5 All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (“VAT”). Where any taxable supply for VAT purposes is made under the Contract by GSL to the Client, the Client shall, on receipt of a valid VAT invoice from GSL, pay to GSL such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

6.6 Without prejudice to any other right or remedy that GSL may have, if the Client fails to pay GSL on the due date GSL may:

- (a) charge interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time; and
- (b) suspend the Services until payment has been made in full.

6.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

**7. INTELLECTUAL PROPERTY RIGHTS**

7.1 All Intellectual Property Rights in, or arising out of, or in connection with the Services shall be owned by GSL.

7.2 GSL grants to the Client a non-exclusive, royalty-free licence to use the Deliverables for the purpose of receiving and using the Services and the Deliverables in its business.

7.3 The Client shall not sub-license, assign or otherwise transfer the rights granted by clause 7.2.

**8. DATA PROTECTION**

GSL shall collect and process information relating to the Client in accordance with its Cookie & Privacy Policy (*Cookie & Privacy Policy - GSL (grindingsolutions.com)*).

**9. CONFIDENTIALITY**

9.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 9.2.

9.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or

- advisers to whom it discloses the other party's confidential information comply with this clause 9; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 9.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
10. **LIMITATION OF LIABILITY**
- 10.1 The following provisions set out the entire financial liability of GSL (including without limitation any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client in respect of:
- (a) any breach of the Contract howsoever arising;
- (b) any use made by the Client of the Deliverables; and
- (c) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including without limitation negligence) arising under or in connection with the Contract.
- 10.2 All warranties, conditions and other Terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 10.3 Nothing in these Terms excludes the liability of GSL:
- (a) for death or personal injury caused by GSL's negligence; or
- (b) for fraud or fraudulent misrepresentation.
- 10.4 Subject to clause 10.3:
- (a) GSL shall not in any circumstances be liable, whether in tort (including without limitation for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for loss of profits; loss of business; depletion of goodwill or similar losses; loss of anticipated savings; loss of goods; loss of contract; loss of use; loss or corruption of data or information; any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
- (b) GSL's total liability in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the price paid for the Services.
- 10.5 This clause 10 shall survive termination of the Contract.
11. **TERM AND TERMINATION**
- 11.1 The Contract shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with clause 11.2, until either party gives to the other not less than three months' written notice to terminate, expiring on or after the first anniversary of the Commencement Date.
- 11.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party fails to pay any amount due under the Contract on the due date and remains in default not less than seven days after being notified in writing to make such payment;
- (b) the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so;
- (c) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in

- relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- (d) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
  - (e) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 11.3 On termination of the Contract:
- (a) the Client shall immediately pay to GSL all of GSL's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, GSL shall submit an invoice, which shall be payable by the Client immediately on receipt; and
  - (b) the Client shall return all Deliverables which have not been fully paid for. If the Client fails to do so, then GSL may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.
- 11.4 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 11.5 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.
12. **ASSIGNMENT**
- 12.1 The Client shall not, without the prior written consent of GSL, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 12.2 GSL may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.
13. **NOTICES**
- 13.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in the Proposal.
- 13.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
  - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
  - (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 13.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
14. **SEVERANCE**
- If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.

If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

15. **WAIVER**

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

16. **ENTIRE AGREEMENT**

16.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

16.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

17. **THIRD PARTY RIGHTS**

No one other than a party to the Contract, their successors and permitted assignees, shall have any right to enforce any of its Terms.

18. **VARIATION**

Except as set out in these Terms, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

19. **GOVERNING LAW AND JURISDICTION**

19.1 The Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including without limitation non-contractual disputes or claims) are governed by and construed in accordance with the law of England and Wales.

19.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

The logo for Grinding Solutions Ltd (gsl) features the lowercase letters 'gsl' in a bold, white, sans-serif font. The letters are positioned to the right of two overlapping circles: a larger, solid dark teal circle and a smaller, semi-transparent light blue circle. The background is a dark teal color with a thin, light blue diagonal line running from the bottom left towards the top right.

DEVELOP  
INNOVATE  
EVOLVE

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