



## NESCH MINTECH GLOBAL

Mineral Testing | Metallurgical Testwork | Technical Consulting

Website: [www.neschmintech.tech](http://www.neschmintech.tech)

Email: [info@neschmintech.tech](mailto:info@neschmintech.tech)

Publication-ready terms governing Nesch Mintech laboratory, analytical, metallurgical, and technical services.

**Publication Version:** Website and client-service use

**Effective Date:** 29 May 2022

**Applies To:** Nesch Mintech Global, Nesch Mintech Tanzania, Nesch Mintech UK, Nesch Mintech Arabia, and all affiliated Nesch Mintech entities

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## 1. Introduction

These Terms and Conditions of Service govern all laboratory testing, geochemical analysis, metallurgical testwork, mineral processing testwork, technical consulting, reporting, advisory, and related services provided by Nesch Mintech Global, Nesch Mintech Tanzania, Nesch Mintech UK, Nesch Mintech Arabia, and all affiliated entities, collectively referred to in these Terms as “Nesch Mintech”, “we”, “us”, or “our”.

By submitting samples, requesting a quotation, placing an order, accepting a proposal, paying an invoice, receiving results, using a report, or otherwise engaging Nesch Mintech, the client agrees to be bound by these Terms. These Terms apply together with any written quotation, proposal, contract, scope of work, service agreement, laboratory submission form, report qualification, and the Nesch Mintech Liability Statement.

## 2. Scope of Services

Nesch Mintech provides specialised laboratory and technical services, including analytical testing, geochemical analysis, metallurgical testwork, mineral processing testwork, process optimisation support, sample preparation, technical reporting, and related consulting services.

Unless expressly agreed in writing, Nesch Mintech does not provide geological interpretations, mineral resource estimates, ore reserve statements, feasibility studies, environmental approvals, legal opinions, financial valuations, investment advice, or commercial guarantees. All results issued by Nesch Mintech relate only to the specific samples or items tested and must be interpreted within the stated test method, sample condition, and report limitations.

### **3. Quotations, Instructions, and Acceptance of Work**

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A quotation or proposal issued by Nesch Mintech is valid only for the period stated in that quotation or proposal. If no validity period is stated, Nesch Mintech may revise or withdraw the quotation before acceptance. Work shall commence only after Nesch Mintech has received sufficient client instructions, sample information, commercial approval, and any required advance payment or purchase order.

Nesch Mintech may decline, suspend, or terminate work where instructions are incomplete, samples are unsuitable, safety information is inadequate, payment is overdue, the work is outside Nesch Mintech's technical capability, or the requested service may breach law, regulation, ethical standards, accreditation requirements, safety requirements, or professional laboratory practice.

### **4. Sample Submission and Client Responsibilities**

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The client is responsible for selecting, collecting, packaging, preserving, labelling, transporting, and submitting samples unless Nesch Mintech is specifically engaged in writing to perform sampling. The client must provide accurate sample descriptions, origin information, hazard information, chain-of-custody details, requested test methods, and any project context required for safe and appropriate laboratory handling.

Where samples are supplied by the client, Nesch Mintech accepts them on the basis of the sample as received. Nesch Mintech does not guarantee that a client-supplied sample is representative of any larger material, deposit, stockpile, consignment, ore body, mine site, land parcel, processing stream, or commercial asset.

### **5. Sampling Performed by Nesch Mintech**

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Where Nesch Mintech is contracted to undertake sampling, the sampling activity shall be performed according to the written scope, agreed sampling plan, applicable method, and documented instructions. Any opinion regarding sample representativeness shall be limited to the agreed sampling plan and shall not extend beyond the defined sampling location, sample population, method, and project scope.

If the client changes the sampling location, interferes with sampling procedures, limits access, provides incomplete site information, or prevents collection of adequate sample mass, Nesch Mintech shall not be responsible for any resulting limitation, uncertainty, delay, or dispute.

## 6. Delivery of Results and Reports

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Results may be issued in reports, certificates, electronic files, data tables, technical memoranda, or other written formats approved by Nesch Mintech. Reports must be read as complete documents and may not be reproduced, quoted, modified, translated, excerpted, or distributed except in full and with prior written approval from Nesch Mintech.

Nesch Mintech may correct, amend, reissue, or withdraw a report if an error, omission, clarification, quality-control issue, administrative correction, or method-related matter is identified. Estimated turnaround times are provided in good faith but are not guaranteed unless expressly confirmed in writing.

## 7. Interpretation and Use of Results

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The client is solely responsible for the interpretation and use of results. Results must not be used as a substitute for independent geological, metallurgical, engineering, environmental, legal, financial, or investment advice.

Nesch Mintech results must not be used in advertising, promotional material, investment presentations, public announcements, regulatory submissions, litigation, fundraising documents, securities disclosures, technical claims, or third-party communications without prior written approval from Nesch Mintech.

## 8. Fees, Payment, Taxes, and Withholding of Results

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Fees shall be charged according to the applicable quotation, proposal, price list, contract, or written agreement. Unless otherwise agreed in writing, payment is due within the period stated on the invoice. All taxes, duties, bank charges, transfer charges, import charges, courier charges, storage costs, and other third-party expenses are payable by the client.

Nesch Mintech may require payment in advance, particularly for new clients, urgent work, international clients, high-value projects, or projects involving significant consumables, subcontracting, logistics, or specialised equipment. Nesch Mintech may withhold reports, certificates, samples, data, or further services where payment is overdue.

## 9. Sample Retention, Disposal, and Return

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Samples, residues, pulps, rejects, solutions, concentrates, products, tailings, and other materials may be retained, disposed of, returned, or transferred according to Nesch Mintech's internal procedures and the agreed project scope. Unless otherwise agreed in writing, Nesch Mintech may dispose of samples and residues after the applicable retention period.

Where the client requests sample return, the client shall bear all packaging, handling, storage, transport, customs, courier, regulatory, safety, and insurance costs. Nesch Mintech may refuse to return hazardous, unstable, contaminated, degraded, restricted, or unsafe materials.

## 10. Confidentiality

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Nesch Mintech shall treat client information, test results, reports, project data, and commercially sensitive information as confidential, except where disclosure is authorised by the client, required by law, required by a court or regulator, necessary for accreditation assessment, required for safety reasons, or necessary to perform the agreed services.

Where subcontractors, technical experts, accreditation bodies, auditors, or professional advisers require access to client information for legitimate service, compliance, quality, or legal purposes, Nesch Mintech shall take reasonable steps to preserve confidentiality.

## 11. Subcontracting and External Services

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Nesch Mintech may subcontract part of a service to a competent external provider where necessary due to technical requirements, capacity limitations, specialist testing needs, logistics, equipment availability, or client-approved scope. Where subcontracting is used, Nesch Mintech shall remain responsible for communicating the relevant result to the client, except where the client directly instructs or selects the subcontractor.

Nesch Mintech is not responsible for delays, limitations, or additional costs caused by external providers, customs processes, courier services, shipping disruption, regulatory restrictions, or events outside Nesch Mintech's reasonable control.

## 12. Intellectual Property

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All methods, procedures, templates, calculations, software tools, laboratory systems, know-how, technical workflows, quality documents, internal protocols, and intellectual property developed or used by Nesch Mintech remain the exclusive property of Nesch Mintech unless otherwise agreed in writing.

The client retains ownership of its pre-existing information and materials. Payment for services does not transfer ownership of Nesch Mintech's methods, systems, intellectual property, or internal technical knowledge.

## 13. Limitation of Liability

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To the fullest extent permitted by applicable law, Nesch Mintech's total liability for any claim arising from or connected with its services shall not exceed the amount paid by the client for the specific test, analysis, report, or service directly giving rise to the claim.

Nesch Mintech shall not be liable for consequential, indirect, special, incidental, punitive, exemplary, economic, or business losses. This exclusion includes loss of profit, loss of revenue, loss of anticipated savings, business interruption, investment loss, exploration loss, land-purchase loss, mine-development cost, processing-plant cost, project-financing loss, contractual loss, reputational loss, or loss arising from reliance on results for commercial, operational, investment, legal, regulatory, or strategic decisions.

## 14. No Warranty of Commercial Viability

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Nesch Mintech does not guarantee the presence, quantity, grade, continuity, distribution, recovery, saleability, economic value, resource potential, reserve status, mineability, process performance, or commercial viability of minerals or materials in any land, deposit, ore body, stockpile, consignment, mining operation, or industrial process.

Laboratory results are limited to the sample tested and the method applied. The client must not rely on laboratory results alone for land acquisition, ore purchase, mine development, plant construction, financing, investment, regulatory, litigation, or commercial decisions.

## 15. Client-Induced Errors and External Factors

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Nesch Mintech is not liable for errors, differences, limitations, or disputes arising from incorrect sample labelling, contamination before receipt, inadequate sample mass, unsuitable packaging, sample degradation, incomplete information, misleading instructions, missing chain-of-custody records, sample heterogeneity, geological variability, transport conditions, or comparisons with other laboratories.

The client acknowledges that different laboratories may produce different results due to differences in sample preparation, sample split, method selection, detection limit, measurement uncertainty, instrument calibration, quality-control procedures, reporting basis, sample heterogeneity, and analytical scope.

## 16. Indemnity

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The client agrees to indemnify and hold harmless Nesch Mintech, its directors, officers, employees, consultants, contractors, affiliates, and representatives from and against any claims, losses, damages, liabilities, costs, expenses, or proceedings arising from the client's misuse of results, unauthorised reproduction of reports, third-party reliance, misleading disclosure, investment use, commercial use, regulatory use, litigation use, or breach of these Terms.

## 17. Force Majeure

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Nesch Mintech shall not be liable for delay, non-performance, partial performance, increased cost, or failure to provide services caused by events beyond its reasonable control. Such events may include natural disasters, fire, flood, power outage, equipment breakdown, supply-chain disruption, transport disruption, courier delay, civil disturbance, pandemic, war, terrorism, cyber incident, labour disruption, regulatory restriction, customs delay, government action, or unavailability of specialist equipment, consumables, utilities, personnel, or subcontractors.

## 18. Health, Safety, and Hazardous Materials

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The client must disclose all known or suspected hazards associated with submitted samples, including toxicity, radioactivity, biological risk, chemical instability, explosiveness, flammability, corrosivity, pressure risk, environmental hazard, and any special handling requirement.

Nesch Mintech may reject, isolate, return, dispose of, or suspend work on samples that present unacceptable health, safety, environmental, legal, regulatory, or operational risk. The client shall be responsible for costs arising from hazardous or improperly declared materials.

## 19. Governing Law and Jurisdiction

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Unless otherwise agreed in writing, services provided by Nesch Mintech Tanzania or Nesch Mintech Global shall be governed by the laws of Tanzania, services provided by Nesch Mintech Arabia shall be governed by the laws of the Kingdom of Saudi Arabia, and services provided by Nesch Mintech UK shall be governed by the laws applicable in the United Kingdom.

Any dispute shall be resolved in the courts or competent dispute-resolution forum of the relevant jurisdiction, unless the parties agree in writing to another dispute-resolution process.

## 20. Amendments

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Nesch Mintech may update these Terms at any time. The version published on [www.neschmintech.tech](http://www.neschmintech.tech) or otherwise issued to the client at the time of service shall apply, unless a separate written contract signed by authorised representatives provides otherwise.

## 21. Acceptance

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Submission of samples, acceptance of a quotation, issue of a purchase order, payment of an invoice, receipt of results, or use of Nesch Mintech services constitutes acceptance of these Terms and Conditions of Service.

## Standards Basis

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These Terms are prepared to support professional laboratory practice and are aligned with the general reporting, confidentiality, sampling, and results-use principles contained in ISO/IEC 17025:2017, together with Nesch Mintech's internal quality-management and service-governance procedures.

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**Issued by Nesch Mintech Global.** This document is prepared for publication on the official Nesch Mintech website and for incorporation into client-service documentation, quotations, sample-submission workflows, and laboratory reporting governance.

