

## GENERAL TERMS AND CONDITIONS OF PURCHASE

**1. Definitions.** Capitalized terms used but not defined herein have the following meanings:

- a. **“Goods”** means any goods purchased by Umicore from Seller pursuant to or in connection with an Order, including, without limitation, equipment, parts, materials, and supplies.
- b. **“Order”** means any purchase order, confirmation, or agreement regarding the purchase of Goods.
- c. **“Terms”** means these General Terms and Conditions of Purchase.
- d. **“Umicore”** means Umicore Autocat USA Inc.

**2. Applicability.** These Terms apply to and are incorporated into any Order to which they are attached or referenced as though the Terms were fully set forth in such Order. Together with the Order, these Terms: (i) constitute the entire agreement between you (“Seller”) and Umicore for the purchase of Goods; (ii) supercede all prior or contemporaneous understandings, discussions, proposals, negotiations, representations, warranties, agreements, and communications, both oral and written, regarding the same; and (iii) exclude any terms or conditions provided by Seller, which will be null and void and of no force. THE PURCHASE OF ANY GOODS BY UMICORE IS SUBJECT TO, EXPRESSLY LIMITED TO, AND EXPRESSLY CONDITIONED UPON SELLER’S ACCEPTANCE OF THESE TERMS. IF THERE IS A DISCREPANCY BETWEEN THE ORDER AND THESE TERMS, THEN THESE TERMS PREVAIL TO THE EXTENT OF THE DISCREPANCY UNLESS OTHERWISE STATED IN THE ORDER. ANY TERMS OR CONDITIONS SUBMITTED BY SELLER TO UMICORE THAT ARE INCONSISTENT WITH, DIFFERENT THAN, OR ADDITIONAL TO THESE TERMS ARE HEREBY REJECTED. Payment for the Goods does not constitute acceptance of Seller’s terms or conditions and does not modify or amend these Terms. Any amendment to or modification of these Terms or the Order will be null and void and of no force unless it is: (a) in writing; (b) signed by a duly authorized representative of Umicore; (c) expressly refers to the specific section of these Terms or the Order to be amended; and (d) expressly indicates Umicore’s agreement to amend such section.

**3. Acceptance.** Unless otherwise set forth therein, the Order will be deemed accepted by Seller upon the earlier of Seller’s: (i) written acceptance; (ii) failure to accept or reject the Order within five (5) days of its receipt; (iii) commencement of performance in accordance with the Order; or (iv) issuance of an invoice in connection with the Order.

**4. Packing and Shipping.** Seller shall pack and ship all Goods: (i) pursuant to Umicore’s reasonable written instructions and specifications; (ii) in a manner sufficient to ensure that they are delivered in undamaged condition; and (iii) in accordance with all applicable laws, rules, and regulations. Unless otherwise set forth in the Order, each shipment must: (a) reference the applicable Order; (b) include a safety data sheet for the Goods, as applicable; (c) include a certificate of analysis for the Goods, as applicable; and (d) be accompanied by all applicable shipping documents. Seller shall conspicuously, legibly, and permanently mark all Goods, in English, with their applicable country of origin. Seller shall be responsible for any costs, expenses, fines, and penalties incurred by Umicore as a result of Seller’s improper marking of Goods. If requested by Umicore, Seller shall also provide a certificate of origin for the Goods within five (5) days of Umicore’s request. Unless otherwise set forth in the Order, Seller shall be responsible for all costs and expenses associated with packing and marking the Goods, and Umicore shall not be required to return any packing materials.

**5. Delivery.** Seller shall deliver the Goods in the quantities, on the date, and at the place set forth in the Order. Unless otherwise set forth in the Order, Seller shall deliver all Goods DDP (Incoterms® 2010) Umicore’s facility. Title and risk of loss will pass from Seller to Umicore upon delivery. TIME IS OF THE ESSENCE WITH RESPECT TO ALL DELIVERIES. Failure to deliver the Goods within the time stated will constitute a material breach of the Order. In the event of any anticipated or actual delay in delivery, Seller shall: (i) provide Umicore with prompt written notice stating the reason for delay, action being taken to minimize the delay, and expected delivery date; and (ii) upon Umicore’s request, provide expedited delivery at no additional cost to Umicore. Unless expressly authorized by Umicore in writing, Seller shall not deliver any Goods prior to the scheduled delivery dates.

**6. Inspection and Rejection.** Umicore may inspect the Goods at any time after delivery. Notwithstanding any such inspection, payment, or acceptance, Umicore may reject all or any portion of the Goods due to any defect or nonconformance by providing Seller with written notice of rejection within a reasonable time after delivery or discovery of any defect or nonconformance. If Umicore rejects any portion of the Goods, then Umicore may: (i) return the Goods at Seller’s risk and expense for correction, replacement, or refund; (ii) accept the Goods as is, subject to an appropriate reduction in the applicable price; (iii) accept and correct the Goods at Seller’s expense; and/or (iv) pursue any other right or remedy available to Umicore, including termination of the Order.

**7. Changes.** At any time, Umicore may direct Seller to make reasonable changes to the Goods’ specifications, performance, quantity, packaging, shipment, and/or delivery (each, a **“Change Request”**). Within five (5) days of its receipt of any Change Request, Seller shall provide Umicore with written notice identifying and supporting the impact, if any, that the Change Request may have on the cost or time required to perform the Order (each, an **“Adjustment Notice”**). Within ten (10) days of its receipt of any Adjustment Notice, Umicore shall notify Seller whether to proceed with the change pursuant to the Adjustment Notice. If Umicore does not provide Seller with such notice, then the Change Request will be deemed withdrawn and Seller shall proceed pursuant to the Order. However, if Umicore directs Seller to proceed with the change pursuant to the Adjustment Notice, then the Order will be deemed amended accordingly.

**8. Quality and Audits.** Seller shall: (i) establish and maintain a quality control system acceptable to Umicore for the Goods (**“QC System”**); and (ii) keep and maintain complete and accurate books and records regarding the manufacture and sale of the Goods (**“Books and Records”**). Umicore may, at any time during normal business hours and upon at least three (3) days’ prior written notice, audit and inspect the QC System and the Books and Records to determine Seller’s compliance with the Order and these Terms. Seller shall provide Umicore with reasonable access to all of Seller’s facilities, employees, and documents necessary to complete any such audit.

**9. Price and Payment Terms.** The price for the Goods will be the amount set forth in the applicable Order. If the prices are not set forth in the Order, then Seller shall immediately notify Umicore and Umicore shall promptly issue a revised Order. Unless otherwise set forth in the Order, the price of Goods includes, and Seller shall be responsible for, all taxes, impositions, duties, fees, and other charges. No increase in price will be effective without the prior written consent of Umicore. Umicore shall pay all accurate and properly submitted invoiced amounts due to Seller within sixty (60) days after Umicore’s receipt of such invoice, except for any amounts disputed by Umicore in good faith. Without prejudice to any other right or remedy it may have, Umicore reserves the right to set off any amount owing to it by Seller against any amount payable by Umicore to Seller under the Order.

**10. Termination for Cause.** Umicore may immediately terminate all or any part of the Order for cause by providing Seller with written notice if: (i) Seller fails to deliver Goods in accordance with the Order or these Terms; (ii) Seller fails to provide Umicore with reasonable assurances of future performance; (iii) Seller becomes debarred, suspended, or identified as a denied party by any applicable government agency; (iv) the Goods become subject to any applicable anti-dumping or countervailing duty order; (v) Seller becomes insolvent or files a petition for bankruptcy; and/or (vi) Seller becomes a party to any proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of its creditors. If Umicore terminates the Order for cause, then Umicore shall only be liable to Seller for Goods accepted by Umicore prior to the date of termination and Seller shall be liable to Umicore for all damages incurred by Umicore as a result of such termination.

**11. Termination for Convenience.** Umicore may terminate all or any part of the Order for convenience by providing Seller with thirty (30) days’ prior written notice. If Umicore terminates the Order for convenience, then Umicore shall reimburse Seller for all reasonable costs and expenses incurred by Seller in connection with its performance under the Order, and pay for all goods accepted by Umicore up to the date of termination. Umicore reserves the right to audit Seller’s Books and Records to confirm the date of any such costs or expenses.

**12. Warranties.** Seller represents and warrants to Umicore that the Goods will: (i) comply with all specifications set forth in the Order or as otherwise agreed upon by the parties in writing; (ii) be free from all defects in design, material, assembly, and workmanship; (iii) be free from all liens, judgments, and other encumbrances; (iv) be new, merchantable, fit, and suitable for the purposes intended; (v) be manufactured, sold, and delivered in compliance with all relevant laws, rules, and regulations; and (vi) not infringe or misappropriate any third party’s intellectual property rights or trade secrets (collectively, **“Warranties”**). Unless otherwise set forth in the Order, the Warranties begin on the applicable delivery date and expire on the later of: (a) the date of expiration of any warranty period under applicable law for the Goods; or (b) the date of expiration of any warranty provided by Umicore to its customers for products incorporating the Goods. The Warranties are cumulative and in addition to any other warranty provided by law or equity. The Warranties survive any inspection, payment, or acceptance by Umicore. Any applicable statute of limitations runs from the date of Umicore’s discovery of the noncompliance of the Goods with the Warranties. Seller shall promptly reimburse Umicore for any loss, damage, cost, fee, or expense incurred by Umicore as a result of any breach of the Warranties.

**13. Indemnification.** SELLER SHALL INDEMNIFY, DEFEND, AND HOLD UMICORE, INCLUDING ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, CUSTOMERS, SUBSIDIARIES, AFFILIATES, AND REPRESENTATIVES, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS, SUITS, PROCEEDINGS, DAMAGES, LIABILITIES, FINES, FEES, SETTLEMENTS, PENALTIES, COSTS, AND EXPENSES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS’ FEES) OF ANY KIND OR NATURE (COLLECTIVELY, **“CLAIMS”**) ARISING OUT OF OR RELATING TO

SELLER'S OR ITS DIRECTORS', OFFICERS', EMPLOYEES', AGENTS', REPRESENTATIVES', OR PERMITTED ASSIGNS': (I) BREACH OF THE WARRANTIES; (II) NEGLIGENCE, STRICT LIABILITY, OR WILLFUL MISCONDUCT; (III) VIOLATION OF ANY APPLICABLE LAW, RULE, OR REGULATION; AND/OR (IV) BREACH OF THE ORDER OR THESE TERMS, WHETHER SUCH CLAIMS ARISE FROM TORT, CONTRACT, QUASI-CONTRACT, OR OTHERWISE.

**14. Insurance.** Seller shall, at its own cost and expense, procure and maintain the following insurance coverages and limits: (i) commercial general liability insurance identifying Umicore as an additional insured, covering bodily injury, death, personal and advertising injury, and property damage from premises, operations, independent contractors, products, and completed operations, and with limits of at least \$3 million per occurrence and \$5 million in the aggregate; (ii) workers' compensation insurance in accordance with all applicable laws and statutory limits; (iii) employers' liability insurance identifying Umicore as an additional insured with limits of at least \$1 million per occurrence; and (iv) if licensed automobiles are used in connection with the work, then automobile liability insurance identifying Umicore as an additional insured covering all such vehicles with limits of at least \$1 million per occurrence. Upon Umicore's request, Seller shall provide Umicore with certificates of insurance evidencing full compliance with the foregoing.

**15. Compliance with Laws.** Seller shall: (i) comply with all applicable laws, rules, and regulations, including, without limitation, those regarding anti-corruption, anti-bribery, human rights, and environmental health and safety; and (ii) maintain in effect all licenses, permissions, authorizations, consents, and permits necessary to carry out Seller's obligations under the Order and these Terms.

**16. Trade and AML Compliance.** Seller acknowledges that the Goods, including software, documentation, and technical data related thereto ("Controlled Goods"), may be subject to certain: (i) trade laws, rules, and regulations, including without limitation, the Export Administration Regulations (EAR) of the U.S. Department of Commerce ("Trade Laws"); and (ii) anti-money laundering laws, rules, and regulations, including, without limitation, the U.S. Patriot Act ("AML Laws"). Seller shall comply with all applicable Trade Laws and AML Laws related to any Controlled Goods. Seller shall provide Umicore with prompt written notice if: (a) any Goods constitute Controlled Goods or are subject to Trade Laws or AML Laws; (b) Seller's trade privileges are denied, suspended, or revoked, in whole or in part; or (c) Seller becomes aware of any actual or alleged violation of any Trade Laws or AML Laws. Seller represents and warrants to Umicore that Seller maintains a trade compliance program in accordance with all applicable Trade Laws and C-TPAT guidelines, and an anti-money laundering compliance program in accordance with all applicable AML Laws. Unless otherwise set forth in the Order, Seller shall be responsible for obtaining, at its sole cost and expense, any export licenses or trade approvals related to the Goods.

**17. Confidential Information.** Seller shall treat the Order and any sensitive, proprietary, or confidential information provided by Umicore ("Confidential Information") as strictly confidential. Regardless of form and whether marked, designated, or otherwise identified as "confidential," Seller shall: (i) not use Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under the Order or these Terms; (ii) not disclose or copy any Confidential Information without the prior written consent of Umicore; and (iii) treat Confidential Information with at least the same standard of care that Seller treats its own information of a similar nature, but with no less than a commercially reasonable standard of care. Umicore shall retain the exclusive right, title, and interest in and to all Confidential Information.

**18. Intellectual Property.** All inventions, designs, drawings, technologies, improvements, processes, copyrights, trademarks, know-how, and intellectual property (collectively, "Intellectual Property") that Seller creates or develops in connection with the Order belong to Umicore. Seller assigns to Umicore all right, title, and interest in and to such Intellectual Property and grants to Umicore, as necessary, a perpetual, worldwide, non-exclusive, paid-up, royalty free license to use any other intellectual property incorporated into the Goods.

**19. Disclaimer of Damages.** UMICORE DISCLAIMS AND SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR PRODUCTION DOWN-TIME, IN CONNECTION WITH THE GOODS, THE ORDER, OR THESE TERMS, EVEN IF UMICORE HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

**20. Amendment and Assignment.** No amendment or modification of the Order or these Terms will be valid or binding unless made in writing and signed by an authorized representative of each party. Seller shall not assign, delegate, or subcontract its rights or obligations under the Order or these Terms without the prior written consent of Umicore, and any attempted assignment, delegation, or subcontract without such consent will be void.

**21. Governing Law and Arbitration.** The Order and these Terms are governed by the laws of the State of Michigan, without regard to its conflict-of-law principles. Any claim or controversy arising out of the Order or these Terms must be brought exclusively in a court of competent jurisdiction located in Oakland County, Michigan. Seller hereby waives any and all defenses that it may have regarding such jurisdiction or venue. Notwithstanding the foregoing, if Seller exists under the laws of any non-U.S. jurisdiction, then any claim or controversy arising out of or relating to the Order or these Terms will be resolved by a panel of three (3) arbitrators in an arbitration administered by the International Centre for Dispute Resolution (ICDR) in accordance with its International Arbitration Rules in effect at the time the arbitration is initiated. Any such arbitration will take place at the offices of the ICDR in Detroit, Michigan, and will be conducted in the English language. Any monetary awards will be in USD. The arbitrators will be empowered to award declaratory and interim relief. The prevailing party will be entitled to recover its reasonable attorneys' fees, expenses, and costs as determined in the discretion of the arbitrators. Judgment on any award rendered pursuant to this Section may be entered by any court having jurisdiction thereof or over the relevant party or its assets. The U.N. Convention on Contracts for the International Sale of Goods does not apply to the Order or these Terms.

**22. Notice.** Any notices and other communications hereunder (each, a "Notice") must be in writing and addressed to the parties at the addresses set forth in the Order or otherwise designated in writing. All Notices will be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in the Order, a Notice is effective only: (i) upon receipt of the receiving party; and (ii) if the party giving Notice has complied with the requirements of this Section.

**23. Severability and Waiver.** If any provision of the Order or these Terms is deemed to be invalid or unenforceable, then such provision will be severed from the Order or these Terms, as applicable, and have no further impact on the remaining provisions. No waiver by Umicore of any of the provisions of the Order or these Terms is effective unless explicitly set forth in writing and signed by a duly authorized representative of Umicore. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

**24. Independent Contractor.** Seller and Umicore are independent contracting parties, and nothing in the Order or these Terms will make either party the agent of the other or grant either party any authority to assume or create any obligation on behalf of or in the name of the other.

**25. Survival.** The following Sections survive the expiration or termination of the Order or these Terms: 8 (Quality and Audits); 10 (Termination for Cause); 11 (Termination for Convenience); 12 (Warranties); 13 (Indemnification); 17 (Confidential Information); 18 (Intellectual Property); 19 (Disclaimer of Damages); and 21 (Governing Law and Arbitration).