

<p style="text-align: center;"><b>GENERAL PURCHASING CONDITIONS FOR GOODS AND/OR SERVICES</b> <b>(hereinafter “General Purchasing Conditions”)</b></p>
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PURCHASES BY N.V. UMICORE (HEREINAFTER REFERRED TO AS “UMICORE”) OF GOODS AND/OR SERVICES SHALL BE GOVERNED BY THE FOLLOWING GENERAL PURCHASING CONDITIONS, TO THE EXCLUSION OF THE SUPPLIER’S PROVISIONS OR CONDITIONS THAT ARE STATED ON AND IN PRICE OFFERS, CORRESPONDENCE, PRICE LISTS, ORDER CONFIRMATIONS, INVOICES, DELIVERY SLIPS, AND/OR ANY OTHER DOCUMENTATION OBTAINING. THE SUPPLIER SHALL WAIVE ALL OF HIS LEGAL RIGHTS SUCH AS HE MAY POSSESS TO INVOKE SUCH PROVISIONS AND CONDITIONS, CASE PERTAINING, BARRING EXPLICIT WRITTEN AGREEMENT TO THE CONTRARY BETWEEN HIM AND UMICORE.

**A. DEFINITIONS**

By “Contract” is understood the agreement pertaining to the purchase of goods and/or services between UMICORE and the Supplier, resulting from the present order form issued by UMICORE, including therein the General Purchasing Conditions and, if applicable, a (frame)agreement between UMICORE and the Supplier and/or the General Specifications for works or deliveries as stated by UMICORE.

By “Supplier” is understood the contracting partner of UMICORE responsible for Delivery of goods and/or services as described on the order form.

By “Delivery” is understood the making available and the eventual installation/assembly of the goods, and/or the rendering of the ordered services.

**B. FORM AND SCOPE OF THE CONTRACT**

1. No Delivery shall be accepted unless it is the subject of a written order issued by UMICORE and signed by the duly authorized employee or employees of the company. In the event of contradictions between certain provisions in the Contract, the following priority rule shall apply (in descending order of preference):

- special conditions as stated on the present order form
- if applicable, the (frame)agreement between UMICORE and the Supplier;
- if applicable, the conditions of the General Specifications for works or deliveries as stated by UMICORE;
- the General Purchasing Conditions.

2. In the absence of a written objection from the Supplier to an order form within five working days following its issue, the parties shall consider such an order form to have been accepted. Acceptance of the order automatically implies acceptance of all conditions, both general and special, as stated on the eventual request for a price offer, case pertaining, and on the order form in casu.

3. Correspondence with UMICORE needs to be dispatched by post, telefax, or e-mail in the name and to the address of UMICORE as mentioned on the request for a price offer, case pertaining, and on the order form, with indication of the possible references.

**C. GUARANTEES**

1. The Supplier shall guarantee that his goods and services (i) are conform to the specifications in the Contract, (ii) that, in the case of goods, ready for immediate use, transactionable, free from privileges, without attachments by collateral securities, without patent or latent defects, in compliance with all current demands for their reliability and life span (amongst others, functionality without disruptions), conform to the local and legal regulatory norms (including technical, safety, and health standards), such as are of application at the time and on location of the

Delivery, and that they are fully suitable for utilisation as demanded by UMICORE, in as much as such utilisation was specified, or, in case of absence thereof, suitable for their utilisation as is customary for the goods in casu, and, (iii) in the case of services, that these will be rendered correctly and satisfy the most stringent professional criteria in force at the time of their being provided at the place of their utilisation. The above-mentioned conditions are cumulative.

2. The goods (including replacement parts and labour) and services shall for a period of one year as of their acceptance be guaranteed against all material defects, faults in conception, production, and operation, and against sundry other defects. The legal provisions in casu shall be of application for what concerns latent defects. All costs (including travel and lodging expenses) shall be at the charge of the Supplier.

3. Each and every acceptance by the Supplier of an order for goods from UMICORE implies that the Supplier engages himself to guarantee the delivery of the necessary replacement parts for the entire duration of the normal life cycle of the goods in casu.

4. The Supplier engages himself to hold UMICORE and her associated companies free and harmless and to defend and indemnify them against all liabilities, judgments, indemnifications, loss and damage, and expenses forthflowing from breaches upon the afore-mentioned guarantee obligation or negligence on the part of the Supplier in the fulfilment of his contract.

5. The Supplier agrees to act in accordance with the provisions of the Law of 8 December 1992 concerning privacy protection vis-à-vis the processing of personal data, when and where applicable.

#### **D. DELIVERY TERM**

1. The Delivery term for goods and/or services as stated on the order form must be strictly adhered to. Acceptance of the order form by the Supplier automatically implies the Supplier's formal commitment to respect the Delivery term in casu. UMICORE shall, in the event of either total or partial failure of delivery within the agreed upon term, be entitled *de iure* and in good right and without the need for a prior Notice of Default to a fixed indemnity equal to 1% of the value of the Contract in casu, per started week of delay, for a maximum of 10 weeks, without prejudice to UMICORE's right to claim a higher indemnification on submission of proof of additional loss and damage, and without prejudice to UMICORE's right to terminate the agreement pursuant to article R infra.

2. In the event that the entire or partial non-Delivery exceeds a term of at least 2 full weeks, UMICORE reserves the right to reassign the order, either in full or in part, to another supplier, and this at the expense and at the risk of the defaulting original Supplier, and after a simple notification to this effect to the latter.

3. Acceptance of a delayed or premature Delivery, or of any and all failure with respect to a Delivery as the result of *force majeure*, can only be entertained on condition that the Supplier informs UMICORE immediately of the *force majeure* situation, as well as of the discontinuance of this *force majeure* situation that prevents the scheduled execution of the Contract within the time frame as anticipated on the order form or according to the conditions. The following shall in no wise be accepted as *force majeure* on the part of the Supplier, his agents or subcontractors: strikes, lock-outs, accidents, equipment breakdowns, exceptional traffic impediments, exceptional weather conditions such as snowstorms or heavy rainstorms, inventory problems, fire, import or export restrictions or other public administration regulations, delays or defective operations with the subcontractors, price increases of goods and/or services by the subcontractors.

#### **E. SHIPPING**

1. The Supplier shall remain in strict compliance with the shipping provisions in the Contract. In the absence of precise directives, shipping will be arranged via the least expensive suitable transport mode and the costs will be kept to a strict minimum, taking into account the nature of the

shipment. Shipments shall be carried out at the Supplier's risk. The Supplier shall in all cases assume the costs of any and all loss and damage to, and caused by, the goods as a result of inadequate packaging, protection, or security.

2. UMICORE must be informed of every planned shipment at least two working days in advance of the date by dispatch to the delivery address of the goods of an advance notice of the impending shipment in duplicate with accurate mention of the full name and address of the Supplier, the date of shipment, the order number, the reference marks on the packaging, the weight, the numbers of the railroad carriages, all markings as required by regulations current at the Delivery location, as well as all other indications useful to assist in the reception and the inspection of the goods, and in whose absence UMICORE may decide to refuse acceptance and instruct return of the shipment at the expense and risk of the Supplier. A second original copy of the shipping notice needs to accompany the goods.

3. Partial deliveries of goods and/or services are not allowed, barring prior written consent from UMICORE.

4. The Supplier shall be allowed to deliver goods and/or services at a date earlier than specified in the Contract only when he has received explicit authorisation to do so in a duly signed document to that effect issued by UMICORE. The Supplier who makes a Delivery prior to the delivery date as specified in the Contract without such specific written consent from UMICORE, as stated above, shall do so at his own risk. In any event, the payment for such a Delivery shall in no wise be made prior to the date of payment originally scheduled in the Contract.

5. Any possible costs forthflowing from non-compliance with UMICORE's instructions shall be charged to the Supplier.

## **F. RECEPTION AND INSPECTION**

1. The delivered goods shall invariably be received at the UMICORE establishment(s) as indicated with a view to their ultimate acceptance. For what concern their weight, only weighing on the UMICORE scale shall be considered valid.

2. All Deliveries must be in strict conformance with the specifications on the order form. Each and every non-conformity with these specifications, with the UMICORE-delivered drawings or models, UMICORE-delivered or Supplier-submitted samples, or with the drawings made up in accordance with the order, as well as any and all material defect or any production fault, shall entitle UMICORE either to accept the Delivery under all reserve or to refuse acceptance of the goods and/or services, which accordingly will be considered as having not been delivered at all.

UMICORE rejects all responsibility with respect to any rejected or surplus delivery of goods and/or services, even in instances where, for what concerns goods, UMICORE should have provisionally stored such goods inside her warehouses. Such storage shall happen at the Supplier's expense, risk, and responsibility and can never be invoked as proof of acceptance of a delivery.

3. Neither the usage of all or part of the delivered goods and/or services, nor the signing of a delivery slip for simple receipt, or of any other similar document, implies acceptance of (any defect or deficiency of) the delivered goods and/or services. Patent defects shall be covered only on explicit written acceptance of the goods, or in the absence of it, for a period of five working days following Delivery to UMICORE.

## **G. RISK AND TRANSFER OF OWNERSHIP OF GOODS**

Title of ownership of, and the risk attached to, the goods shall be transferred to UMICORE following their (i) cumulative Delivery or, where required, installed/assembled, and (ii) their acceptance by UMICORE in keeping with clause F.3 supra. In the event that the goods are rejected by UMICORE following Delivery, the risk and title of ownership shall remain with the Supplier.

## **H. INTELLECTUAL PROPERTY RIGHTS**

1. The Supplier warrants and guarantees that he is the legal owner of all rights, patents, licences, approvals, know-how, copyrights, brand names, drawings, models, etc. attached to the delivered goods and/or services. (referred to hereinafter as the “intellectual property rights”) and, in so far as useful, grants UMICORE a free, irrevocable, non-exclusive and in space and time unlimited licence with respect to the intellectual property rights obtaining, this with a view to the latter’s enjoyment of the delivered goods and/or services.

2. In the event that, contrary to, and in spite of, the above paragraph, there should occur infringements upon the intellectual property rights of a third party, business secrecy be violated and/or unfair business practices be conducted, it shall be incumbent on the Supplier to take the following actions, at his expense:

- to hold UMICORE free and harmless against all demands for revendication, claims or sanctions in casu lodged by third parties;
- to indemnify UMICORE for all loss and damage suffered and for lost profits (for instance, consequential damage, lost profits, missed savings, loss because of business slowdown, downtime for installations, loss because of impossibility to make use of the delivered goods and/or services, claims lodged by UMICORE’s business relations, etc.); and
- to take all the necessary steps to secure the required intellectual property rights or, at least, to secure their licensed usage in order to guarantee UMICORE the (future) enjoyment of the delivered goods and/or services, or, case pertaining, to replace the delivered goods and/or services in casu by similar products and/or services that are not subject to intellectual property rights held by third parties (in which case all costs incurred as a result of this substitution shall be borne by the Supplier, including costs for dismantling, re-assembly, re-commissioning, etc.).

## **I. PLANS**

All drawings, plans, diagrams, and similar documents, as well as all intellectual property rights attached to such documents that the Supplier has delivered to UMICORE, shall become the latter’s exclusive property and hence freely available for UMICORE to use, and this without restriction or any compensation in return thereof.

## **J. PACKAGING**

Packaging shall be considered delivered free of charge and a loss item, barring explicit written consent to the contrary. Charged packaging shall, in principle, be returned to the Supplier in proper condition and needs to be taken back at the invoiced price.

In case UMICORE has given her explicit agreement to assume the packaging costs, either wholly or partially, the items shall be calculated at the most advantageous price that must not exceed the real value of the packaging used.

## **K. PRICE**

The purchase price stated on the order form is fixed and not subject to review or indexation. This price comprises all supplementary costs such as transport, insurance, administrative costs, packaging, installation and hook-up, as well as the costs of necessary accessories. In case the order form fails to state a precise purchase price, the ordered goods and/or services may not, without UMICORE’s prior written consent, be invoiced at a price that exceeds the price paid for the previous order.

## **L. PAYMENT**

1. The Supplier shall make up an invoice, with mention of the order number as stated on the order form and of all other references prescribed by that form, for each and every order of goods and/or

- services, and one copy (original) shall be sent to UMICORE's address as indicated on the order form. Invoices may be submitted following acceptance of the goods and/or services by UMICORE.
2. Payment of invoices that are not subject to discount shall be made on the first payment day following their due date. The due date of payment shall be determined as follows: date of receipt of invoice to UMICORE plus 60 calendar days. UMICORE's payment days are fixed weekly on Wednesdays. Exceptionally for Belgium, the dates of payment are scheduled daily. The time lapse between the due date and the payment in conformity with the next following payment date shall not give cause to any interest charges.
  3. Invoices shall be paid only on completion of the works and after acceptance of the invoiced order. Any non-conformity approved by UMICORE shall be deemed to be exceptional and cannot be invoked as precedent.
  4. Late payment shall, exclusively following a Notice of Default to that effect by registered letter, result in an interest charge equal to the common legal interest. The Supplier shall waive any and all other collection costs or additional indemnifications, including therein legal and professional fees and honorariums and recourse to increment clauses.
  5. UMICORE shall be entitled to suspend payment of invoices for goods and/or services that were not delivered in conformity with the Contract.
  6. The Supplier shall indicate the order number in casu on all Delivery documents, invoices, or correspondence. In the absence of that said order number, UMICORE shall be entitled to postpone the payment owed until the moment the order number for the invoice has been provided.
  7. UMICORE shall be entitled to set off any due payment by means of any outstanding contractual or extra-contractual receivable claim held on the Supplier.

#### **M. HEALTH AND SAFETY**

1. Each and every delivered installation, machinery, (mechanical) equipment and tools, and personal or collective protective equipment and work outfits must meet the legal and regulatory demands concerning health and safety in force at the location and at the time of Delivery of goods and/or services.
2. On Delivery of the said installations, machines, equipment and tools, and outfitting, the Supplier shall present UMICORE with a written document that attests to his compliance with all general and special requirements concerning health and safety as afore-mentioned or as formulated on the order form in casu.
3. The Supplier engages himself to abide fully by the admission and access procedures and safety regulations that are in force with UMICORE. The Supplier shall likewise inform his own personnel accordingly. The Deliveries and the rendition of services inside the buildings or on the terrains of UMICORE by the Supplier's personnel shall be undertaken exclusively at the latter's responsibility. This responsibility shall likewise be in effect for what concerns all breaches against the legal and regulatory prescriptions pertaining to the safety and protection of the workers in the workplace.

#### **N. SECRECY AND CONFIDENTIALITY**

1. The drawings, sketches, diagrams, and calculations appended to the requests for price offers or orders from UMICORE shall be treated wholly as confidential documents, remain UMICORE's property, and must under no circumstances be communicated to third parties without explicit written consent from UMICORE. The Supplier engages himself to refrain from using for publicity and/or any other purposes the drawings, sketches, photos, or any other illustrations of machinery produced on the basis of the UMICORE's specifications and for her account,. Likewise, the Supplier is strictly prohibited to photograph inside the UMICORE factories any installations or machinery, including those that were delivered or installed by the Supplier himself.

2. It shall be incumbent on the Supplier to keep secret and confidential any and all business, financial, scientific, or technical information pertaining to the operations of UMICORE or her associated companies to which he has gained access within the context of the sale of the goods and/or services delivered to UMICORE, and he shall further refrain from making this information public or from making use of it in any way whatsoever, barring UMICORE's explicit written consent.

## **O. REGISTRATION**

1. Whenever contracted services are to be rendered, the Supplier shall see to it that he himself, as well as, case pertaining, the approved subcontractors to whose services he has taken recourse for the execution of the Contract (referred to hereinafter as "subcontractors"), on conclusion of the Contract in casu and for the entire duration of its execution, be (i) registered as contractor(s), and (ii) that all social and fiscal obligations be strictly adhered to, including therein the reporting obligation to the competent public administrations of the seconded workers/employees.

2. In the event of loss or impending loss of registration on the part of the Supplier and/or his subcontractors in the course of the execution of the Contract, it shall be incumbent on the Supplier to immediately inform UMICORE accordingly in writing. In such an eventuality, UMICORE shall be entitled to suspend payment of the invoices until the Supplier and the subcontractors involved can present an attestation from the competent authorities evidencing that their legal status was brought up to date and restored, or to terminate the Contract without prejudice to UMICORE's right to seek subsequent additional indemnification.

## **P. LIABILITY**

The Supplier acknowledges his liability for all proven loss and damage caused to UMICORE and to third parties, either resulting wholly or in part from the delivered goods and/or services. The Supplier herewith explicitly waives any time limitation that could or might be placed on his liability, as well as limitations on eventual indemnity owed, case pertaining, limitations on the manner of indemnification, limitations pertaining to the law of evidence, and all other provisions that might or could impede an integral indemnification and which the Supplier would unearth from his conditions for use in the sector of non-imperative legal stipulations.

## **Q. ASSIGNMENT AND SUBCONTRACTING**

1. The execution of the order may not be assigned, either wholly or partially, to subcontractors, nor may the Contract be so assigned without the explicit written consent from UMICORE. In the event that the Supplier assigns the partial or total execution of the order to a subcontractor, he shall remain exclusively and fully responsible and liable for the proper execution of the Contract.

2. UMICORE shall be entitled to assign her rights and duties conform to the Contract to a third party who shall be exclusively bound to fulfil UMICORE's obligations conform to the terms of the Contract.

## **R. TERMINATION OF THE CONTRACT**

UMICORE shall be entitled to terminate the Contract by means of a simple notice to that effect, and without the requirement of any further formalities (amongst which a prior Court intervention) versus the Supplier, and this without prejudice to her right to claim indemnification, in the event of:

- death, bankruptcy, court or private dissolution, application for a court composition, each and every fact demonstrating the Supplier's insolvency or inability to deliver according to the Contract terms, as well as in case of any and all changes in the Supplier's legal status;
- complete or partial non-Delivery within the contracted term, in so far as such delay(s) in Delivery exceed(s) at least two full weeks;

- loss or impending loss of the Supplier's registration as contractor and/or of the registration of the subcontractors whose services he has called upon for the execution of the Contract;
- breach of the provisions of article N with respect to secrecy and confidentiality;
- any shortcoming on the part of the Supplier on account of which the latter has been placed in default by UMICORE and which said shortcoming he failed to wholly rectify within fourteen calendar days following the dispatch of UMICORE's Notice of Default.

#### **S. TERMINATION OF CONTRACT FOR DELIVERY OF SERVICES**

UMICORE shall be freely entitled to terminate the Contract for the Delivery of services, even in cases where the work has already been started, with proviso of payment to the Supplier of an indemnification in compensation of all of the latter's already incurred expenses and expenditures, all of his labour, and all of the profits he expected to realize from the contract, which loss and damage incurred and profits lost are together estimated at a fixed ten percent of the contracted amount for the non-delivered services.

#### **T. CHANGES AND NON-CONFORMITIES**

No changes or modifications of the provisions or conditions in the Contract shall be valid except by explicit written and signed confirmation from UMICORE.

#### **U. MISCELLANEOUS**

1. UMICORE and the Supplier engage themselves to conduct their business in conformity with their respective Codes of Conduct.
2. The Supplier engages himself to remain in full compliance with the principles stated in Umicore's Charter for sustainable purchases.
3. The Supplier alone shall assume responsibility and liability for all omissions, delays, and costs forthflowing from non-compliance with the provisions mentioned herein, the reading of which needs to be interpreted in the strictest sense, and that are deemed to have been handwritten and not merely recorded as a matter of form.
4. Waiver on the part of UMICORE to enforce a provision in the Contract does not indicate a renunciation of, or does not affect, her right to enforce the said provision in the future.
5. The total or partial nullity or invalidity of a clause in the General Purchasing Conditions shall not result in the nullity or the invalidity of any of the other clauses.
6. The Supplier shall refrain from placing UMICORE on his clients' list or otherwise use UMICORE's name for publicity purposes.

#### **V. SETTLEMENT OF DISPUTES AND APPLICABLE LAW**

All disputes arising from the interpretation and/or the execution of the order or the implementation of the Contract shall be submitted exclusively to the competent Courts in the juridical arrondissement of Brussels, and this without prejudice to UMICORE's right to select the venue of another Court if and when such a change should be deemed useful.

All Contracts and agreements shall be governed by Belgian law.