

General Purchasing Conditions for Goods and/or Services (hereinafter “General Purchasing Conditions”)

PURCHASES BY UMICORE, NV (HEREINAFTER REFERRED TO AS “UMICORE”) OF GOODS AND/OR SERVICES SHALL BE GOVERNED BY THESE 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 PERTAINING TO THE GOODS AND/OR SERVICES. THE SUPPLIER HEREBY WAIVES ANY AND ALL LEGAL RIGHTS TO INVOKE SUCH PROVISIONS AND CONDITIONS, IF APPLICABLE, UNLESS EXPRESSLY OTHERWISE AGREED IN WRITING BETWEEN THE SUPPLIER AND UMICORE.

1. DEFINITIONS

- 1.1. **“Contract”**: the agreement pertaining to the purchase of Goods and/or Services between Umicore and the Supplier, including any (framework) agreement, purchase order(s) and other general specifications for works or deliveries issued by Umicore, and these General Purchasing Conditions.
- 1.2. **“Delivery”** the making available, supply and (if applicable) the installation/assembly of the Goods, and/or the rendering of the ordered Services.
- 1.3. **“Goods”**: the products or materials which the Supplier shall supply to Umicore as stated in the Contract.
- 1.4. **“Services”**: the services which the Supplier shall render to Umicore as stated in the Contract.
- 1.5. **“Supplier”** the contracting partner of Umicore responsible for Delivery of Goods and/or Services as identified in the Contract.
- 1.6. **“Umicore”**: Umicore, NV, a company with registered seat at Broekstraat 31, 1000 Brussels, Belgium, with enterprise number 401.574.852.

2. ORDERS

- 2.1. No Delivery shall be accepted unless it is confirmed by a written purchase order issued by Umicore and signed by an authorized signatory of Umicore. In the event of contradictions between certain provisions in the Contract, the following order of precedence shall apply:
 - the special conditions as stated in the purchase order;
 - if applicable, a negotiated and executed (framework) agreement between Umicore and the Supplier governing the purchase and delivery of the Goods or the performance of the Services;
 - if applicable, the conditions of the general specifications for works or deliveries as stated by Umicore; and
 - the present General Purchasing Conditions.
- 2.2. In the absence of a written objection from the Supplier to a purchase order within five (5) working days following its issue, such purchase

order shall be deemed accepted. Acceptance of the purchase order automatically implies acceptance of all conditions as stated on the request for a price offer issued by Umicore (if any) and/or on the purchase order, including the present General Purchasing Conditions.

- 2.3. Any correspondence with Umicore shall be made by e-mail or, if not possible, by registered mail or an internationally recognized overnight courier, at the address of Umicore as mentioned in the Contract, and shall contain all relevant references to the Contract and the relevant Goods and/or Services.

3. GUARANTEES

- 3.1. The Supplier shall guarantee that:
 - (i) in the case of Goods, such Goods are in conformity with the specifications stated in the Contract, ready for immediate use, of merchantable quality and free from apparent or latent defects, free from any privileges, security rights or charges and not the object of any seizure or attachment, 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) applicable at the time and location of the Delivery, and that they are fit for the purpose and utilization intended by Umicore, in as much as such purpose or utilization was specified, or, in case of absence of such specification, suitable for their purpose or utilization as is customary for such Goods (hereinafter **“Conformant Goods”**); and
 - (ii) in the case of Services, that such Services are in conformity with the specifications stated in the Contract and will be rendered correctly and satisfy the most stringent professional criteria applicable at the time and location of the performance and utilization of such Services (hereinafter **“Conformant Services”**).
- 3.2. The Goods (including replacement parts and labor) and Services shall for a period of one (1) year as of their acceptance be guaranteed against all material defects, faults in conception, production, and operation, and other defects. All costs (including travel and lodging expenses) in relation thereto shall be borne by the Supplier.
- 3.3. Each and every acceptance by the Supplier of an order for Goods from Umicore implies that the Supplier shall guarantee the delivery of the necessary replacement parts for the entire duration of the normal life cycle of the Goods.
- 3.4. The Supplier shall hold Umicore and its affiliates harmless and shall defend and indemnify them against any and all liabilities, judgments, indemnifications, losses and damages, and expenses arising from breaches upon the afore-mentioned guarantee obligation or negligence on the part of the Supplier in the fulfilment of the Contract.
- 3.5. The Supplier shall ensure strict compliance with any applicable data privacy laws and regulations.
- 3.6. The Supplier warrants that it shall at all times have in place proper insurance coverage relating to the risks concerning the Services, the loss or damage of Goods and concerning Umicore’s property and its liability arising from the law or its legal or contractual

relationship with Umicore.

- 3.7. Supplier warrants that its personnel has the appropriate skills and expertise for the Delivery of the Goods or Services. All personnel of the Supplier entering Umicore’s premises or manufacturing facilities in connection with the delivery of the Goods or Services shall comply with all applicable laws, including environment, health and safety rules (a copy of which is available on request), and all applicable Umicore guidelines and business rules. Umicore reserves the right to refuse access to its facilities to any personnel of Supplier who does not comply with the above. For the avoidance of doubt, Supplier shall cause its subcontractors (to the extent approved by Umicore) to comply, and shall require their personnel to comply, with the provisions of this article 3.7.
- 3.8. The personnel of the Supplier that is involved remains at any time under the sole responsibility, guidance, authority and supervision of the Supplier.

4. DELIVERY TERM

- 4.1. The Delivery term for Goods and/or Services as stated in the Contract must be strictly adhered to. Umicore shall, in the event of either total or partial failure of Delivery within the agreed upon term, automatically be entitled to a fixed indemnity equal to 1% of the value of the Contract, per started week of delay, for a maximum of 10 weeks, without prejudice to its right to claim a higher indemnification and without prejudice to its right to terminate the Contract in accordance with article 18.
- 4.2. Partial Delivery of Goods and/or Services is not allowed, unless upon prior written consent from Umicore. In the event that the entire or partial non-Delivery exceeds two (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 Supplier, and subject only to a simple notification to this effect to the Supplier.
- 4.3. Notwithstanding the foregoing, Supplier shall only be allowed to deliver Goods and/or Services at a date earlier than specified in the Contract subject to Umicore’s explicit written consent. In the absence of such explicit written consent, no early Delivery shall be allowed and shall in any case be at the sole risk of Supplier. Furthermore, the payment for such an early Delivery shall in no case be required prior to the date of payment originally scheduled in the Contract.

5. FORCE MAJEURE

- 5.1. **“Force Majeure”** means any unexpected circumstances beyond a party’s reasonable control. For the avoidance of doubt, the following shall not constitute Force Majeure on the part of Supplier, its agents or subcontractors: strikes, lock-outs, accidents, equipment breakdowns, traffic impediments, weather conditions such as heavy rainstorms, inventory problems, 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.
- 5.2. Supplier shall not be liable for a delayed or premature Delivery or any other failure with

respect to Delivery which is the result of Force Majeure, provided that the Supplier informs Umicore immediately of the occurrence and discontinuance of the Force Majeure situation that prevents the execution of the Contract in accordance with the conditions or scheduled time frame as set forth therein.

6. SHIPPING OF GOODS

- 6.1. The Supplier shall at all times ensure strict compliance with the shipping provisions in the Contract. In the absence of precise instructions, 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 of and damage to, and caused by, the Goods as a result of inadequate packaging, protection, or security.
- 6.2. Umicore must be informed of every planned shipment of Goods at least two (2) working days in advance of the Delivery date by way of a written notice with accurate mention of (i) the full name and address of the Supplier, (ii) the date of shipment, (iii) the order number, (iv) the reference marks on the packaging, (v) the weight, (vi) the numbers of the railroad carriages (if applicable), (vii) all markings as required by applicable regulations at the Delivery location, as well as (viii) all other indications useful to assist in the reception and the inspection of the Goods. In the absence of such advance notice, Umicore may decide to refuse acceptance and instruct prompt 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 upon Delivery.
- 6.3. Any possible costs arising from non-compliance with Umicore's instructions shall be charged to the Supplier.

7. RECEPTION AND INSPECTION

- 7.1. Unless otherwise agreed, the reception and acceptance of the Goods or Services shall take place in Umicore's premises. With respect to the (verification of the) weight of such Goods, it is hereby expressly agreed that only the weighing on Umicore's scale shall be considered valid and binding.
- 7.2. In case the Goods and/or Services are not Conformant Goods or Conformant Services, Umicore shall be entitled, at its sole discretion, either to (a) conditionally accept the Delivery or (b) refuse acceptance of the Goods and/or Services, at the Supplier's expense and without prejudice to Umicore's right to claim for damages and without prejudice to Umicore's right to request a replacement of the Goods or Services (at no cost for Umicore), or a reimbursement of the sums already paid.
- 7.3. Any storage of Goods shall be at Supplier's sole expense, risk, and responsibility and can never be invoked as proof of acceptance of a delivery.
- 7.4. Neither the use of all or part of the delivered Goods and/or Services, nor the signing of any document for acknowledgement of receipt, implies acceptance of the non-Conformant Goods and/or non-Conformant Services. Umicore has the right to reject any non-Conformant Goods and/or Services within

fifteen (15) days of receipt thereof (in case of apparent defects) or of discovery of the defect (in case of latent defects) by Umicore or by Umicore's designee.

8. TRANSFER OF RISK AND OWNERSHIP OF GOODS

Title of ownership of, and the risk associated with, the Goods shall be transferred to Umicore following their (i) Delivery or, where required, installation or assembly, and (ii) acceptance by Umicore in accordance with article 7.4. In the event that the Goods are rejected by Umicore following Delivery, the risk and title of ownership shall remain with the Supplier.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. The Supplier warrants and guarantees that it is the legal owner of all patents, licenses, approvals, know-how, copyrights, brand names, drawings, models, or any other intellectual property rights attached to or required for the use by and full benefit for Umicore of 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, fully paid-up and royalty-free and (in space and time) unlimited license with respect to the Intellectual Property Rights to ensure Umicore's full and unrestricted benefit and use of the delivered Goods and/or Services.
- 9.2. In case of infringements of any third party Intellectual Property Rights, violation of business secrecy and/or the conduct of unfair business practices, Supplier shall be obliged to promptly take the following actions, at its sole expense:
 - to hold Umicore free and harmless against all demands for repossession or other claims or sanctions lodged by third parties;
 - to indemnify Umicore for all loss and damage suffered and for indirect damages arising therefrom (including, for instance, consequential damages, 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, as applicable, to replace the delivered Goods and/or Services by similar Goods 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.).

10. PACKAGING

- 10.1. Packaging shall be considered delivered free of charge, unless explicitly otherwise agreed in writing.
- 10.2. In case Umicore has given its explicit consent

to assume the packaging costs, either wholly or partially, the items shall be calculated at the lowest price that cannot exceed the actual cost of the packaging used.

11. PRICE

The purchase price stated in the Contract is fixed and not subject to review or indexation. This price shall be all-inclusive and shall hence comprise 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 Contract should fail 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 purchase order.

12. PAYMENT

- 12.1. Unless expressly otherwise agreed in writing, the Goods supplied and Services performed can only be invoiced following acceptance of the Delivery and the invoices will become due and payable 60 days following receipt of the undisputed invoice. The Supplier shall make up an invoice, with mention of the order number as stated in the purchase order and of all other references prescribed by that form, for each and every order of Goods and/or Services. The original of the invoice shall be sent to Umicore in accordance with invoicing instructions available on <https://www.umicore.com/storage/main/umicore-supplier-invoice-instructions.pdf>.
- 12.2. Late payment shall, exclusively following a seven (7) days prior written notice of default to that effect by registered letter, result in an interest charge which shall be no higher than the (annual) interest rate applied by the European Central Bank to its most recent main refinancing operations on the date of receipt of the invoice. The Supplier shall not be entitled to and hereby waives any and all other collection costs or additional indemnifications, including legal fees.
- 12.3. Umicore shall be entitled to suspend payment of invoices for non-Conformant Goods and/or non-Conformant Services or Goods and/or Services that were otherwise not delivered in conformity with the Contract.
- 12.4. The Supplier shall indicate the relevant purchase order number on all Delivery documents, invoices, or correspondence. In the absence of said purchase order number, Umicore shall be entitled to postpone the payment of the relevant invoice until the moment the purchase order number for the invoice has been provided and Supplier shall have no right to charge any interest or any other additional amount to Umicore.
- 12.5. Umicore shall be entitled to set off any amount that is due and payable under the Contract against any outstanding contractual or extra-contractual receivable claim against the Supplier.

13. HEALTH AND SAFETY

- 13.1. The Supplier shall at any time ensure that all legal and regulatory health and safety requirements in force at the location and at the time of Delivery of Goods and/or Services are met and shall provide Umicore

upon request with a written document confirming compliance with all such requirements and any other requirements specified in the Contract.

- 13.2. The Supplier shall strictly comply with the admission and access procedures and safety regulations that are in force with Umicore and shall inform its own personnel accordingly. Each Delivery and each performance of Services on Umicore's premises by the Supplier's personnel shall be exclusively at the Supplier's responsibility. Supplier shall also be responsible for any breaches of the legal and regulatory prescriptions pertaining to the safety and protection of the workers in the workplace.

14. CONFIDENTIALITY

All confidential information disclosed by Umicore shall be and remain Umicore's property, may not be used for any other purpose than the performance of the Contract and can under no circumstances be communicated to third parties without Umicore's explicit written consent. The Supplier shall not be allowed to photograph or make any (video) recordings of any installations or machinery in or on Umicore's premises; this also applies to any Goods that were delivered or installed by the Supplier.

15. REGISTRATION

- 15.1. Whenever contracted Services are to be rendered, the Supplier (or approved subcontractor) shall ensure that it shall, upon entry into the Contract and for the entire duration thereof, be registered as contractor(s), Supplier shall also ensure that all social and fiscal obligations shall be strictly adhered to, including the reporting obligation to the competent public administrative authorities of any seconded workers/employees.
- 15.2. In the event of loss or impending loss of registration on the part of the Supplier and/or its subcontractors in the course of the execution of the Contract, the Supplier shall immediately inform Umicore thereof in writing. In such case, Umicore shall be entitled to suspend payment of the invoices until the Supplier and the subcontractors involved have provided a certificate issued by the competent authorities evidencing that their registration has been updated and restored, or to terminate the Contract without prejudice to Umicore's right to request a compensation for any damages suffered.

16. LIABILITY

The Supplier shall be liable for all 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 limitation of its liability, any limitations on the manner of indemnification, any limitations pertaining to the law of evidence, and any and all other provisions that might or could impede the full indemnification of Umicore for any loss or damages suffered.

17. ASSIGNMENT AND SUBCONTRACTING

- 17.1. The execution of the Contract may not be assigned or subcontracted by the Supplier, either wholly or partially, to subcontractors, unless with Umicore's prior written consent. In the event that the Supplier assigns the partial or total execution of the order to a subcontractor, Supplier shall remain exclusively and fully responsible and liable for the proper execution of the Contract.
- 17.2. Umicore shall be entitled to assign all or part of the Contract and any of its rights and duties under the Contract (either wholly or partially) to a third party who shall be exclusively bound to fulfil Umicore's assigned obligations as per the terms of the Contract.

18. TERMINATION OF THE CONTRACT

- 18.1. Umicore shall be entitled to terminate the Contract by means of a simple notice to Supplier to that effect (and this without prejudice to Umicore's right to claim indemnification), in the event of:
- death, bankruptcy, liquidation, 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;
 - breach by Supplier of the provisions of article 14 (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 (14) calendar days following the dispatch of Umicore's notice of default (and immediately upon written notice, in case the Supplier commits a shortcoming which is not capable of being cured within said notice period).
- 18.2. Umicore shall be entitled to terminate the Contract for the Delivery of Services, even in cases where the work has already been started, upon payment to the Supplier of a compensation for all documented expenses and expenditures incurred by the Supplier and which cannot be cancelled (including any labour costs) and which shall in any event not exceed ten percent (10%) of the contracted amount for the non-delivered Services.

19. MISCELLANEOUS

- 19.1. Umicore processes personal data in accordance with its Privacy & Cookie notice, which can be found on its website <http://www.umicore.com/en/privacy-and-cookie-policy/>.
- 19.2. Umicore and the Supplier hereby undertake to conduct their business in conformity with their respective Codes of Conduct.
- 19.3. The Supplier shall ensure full compliance with the principles stated in Umicore's

Sustainable Procurement Charter which may be amended by Umicore from time to time.

- 19.4. No changes or modifications of the provisions or conditions in the Contract shall be valid except if expressly accepted and confirmed in writing by Umicore.
- 19.5. No delay or omission by Umicore to exercise any right occurring upon any non-compliance or default by the Supplier with respect to any of the terms of the Contract shall impair any such right or power or be construed to be a waiver of such right.
- 19.6. The total or partial nullity or invalidity of a clause in these General Purchasing Conditions shall not result in the nullity or the invalidity of any of the other clauses.
- 19.7. The Supplier shall not, without Umicore's prior written consent, place Umicore on its clients' list or otherwise use Umicore's name for publicity purposes.

20. DISPUTE RESOLUTION AND APPLICABLE LAW

- 20.1. All disputes arising from the interpretation and/or the execution of any Contract shall be submitted exclusively to the competent Dutch speaking courts of the judicial district Brussels (division Brussels), without prejudice to Umicore's right to select the jurisdiction of another court.
- 20.2. All Contracts shall be governed by Belgian law.