

## GENERAL TERMS AND CONDITIONS OF SALE

**1. Applicability.** These General Terms and Conditions of Sale ("Terms") apply to and are incorporated into that quotation, confirmation, or agreement (each the "Agreement") to which they are attached. If there is a discrepancy between the Agreement and these Terms, then the Agreement prevails. Any terms or conditions submitted by you ("Buyer") to **Umicore Coating Services Limited** ("Umicore"), which are inconsistent with, different than, or additional to these Terms, are hereby rejected.

**2. Offers and Orders.** Quotations provided by Umicore are not offers, are non-binding and subject to change. All orders provided by Buyer, even if submitted pursuant to a quotation, will only be deemed accepted upon written confirmation by Umicore.

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**3. Delivery and Acceptance.** The goods are those referred to in the Agreement. Unless otherwise set forth in the Agreement, all goods will be delivered FCA Umicore's works (Incoterms® 2010). Each such delivery constitutes a separate sale. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment. All delivery times set forth in the Agreement are only non-binding estimates. Buyer may not reject goods or be entitled to a reduction in price simply because goods are delivered outside of such times. Buyer shall inspect all goods within five (5) business days of their receipt and provide Umicore with written notice of acceptance or rejection. If Buyer fails to provide Umicore with such notice, then goods will be deemed accepted by Buyer "AS IS."

**4. Price and Transfer of Title.** The price of the goods is set out in the Agreement. Unless otherwise set forth in the Agreement, the price of goods excludes all taxes, duties, fees, and other charges, which are the responsibility of Buyer. Title to goods will transfer from Umicore to Buyer only upon Buyer's full, final, and complete payment for such goods. Until such payment is received, Buyer shall ensure that goods: (i) remain under Buyer's exclusive control; (ii) are clearly marked as belonging to Umicore and are stored separately from all other goods held by the Buyer; and (iii) are not incorporated into any other goods or transformed in any manner.

**5. Payment Terms.** Unless otherwise set forth in the Agreement, Buyer shall pay for goods within thirty (30) days of the date of the applicable invoice. If Buyer's creditworthiness changes, however, then Umicore may demand: (i) advanced payment for goods; or (ii) other means of financial security, including a letter of credit. Buyer shall make all payments unconditionally and without any setoff, recoupment, or counter-claim. All past-due amounts will incur interest at a rate of eight percent (8%) per annum above the Bank of England's official Bank Rate. Buyer shall be responsible for all costs and expenses incurred by Umicore as a result of pursuing past-due amounts.

### **6. Termination.**

**6.1** Unless otherwise set forth therein, Buyer may not terminate the Agreement. Upon the termination of the Agreement for whatever reason, the Buyer shall reimburse Umicore for all costs and expenses incurred by Umicore as a result of performing the Agreement prior to the date of termination. Such costs and expenses may include, without limitation, raw materials, labour, delivery and production costs.

**6.2** Without limiting its other rights or remedies, Umicore may terminate this Agreement with immediate effect by giving written notice to the Buyer if:

**Umicore Coating Services**  
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Dundee, DD2 3ED

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Fax +44 1382 833824

VAT No. - 503 0068 05  
Registered office - Kinnoull Street, Dundee, DD2 3ED  
Registration No. 118425

(a) the Buyer commits a material breach of any term of the Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of the Buyer being notified in writing to do so;

(b) the Buyer 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 [or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction];

(c) the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

(d) the Buyer fails to pay any amount due under the Agreement within 10 days after the due date for payment.

**6.3** Buyer shall notify Umicore promptly if it becomes subject to any of the provisions in Clause 6.2. Without limiting its other rights or remedies, Umicore may suspend provision of the goods under the Agreement or any other contract between the Buyer and Umicore if the Buyer becomes subject to any of the events listed in clause 6.2 (a) to clause 6.2 (d), or Umicore reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under this Agreement on the due date for payment.

**7. Limited Warranty.** Umicore hereby warrants to Buyer that goods will, at the time of delivery, comply with the applicable specifications. Umicore hereby disclaims and excludes all other warranties, whether express or implied, and all terms implied by statute to the fullest extent permitted by law shall be excluded from the Agreement. Buyer's sole and exclusive remedy for any breach of the foregoing warranty (including without limitation in respect of latent defects) is, at Umicore's option: (i) replacement of the non-conforming goods; or (ii) reimbursement of that portion of the purchase price attributable to the non-conforming goods. Buyer shall provide Umicore with written notice of any latent or hidden defects within five (5) business days of Buyer's discovery of such defects.

**8. Limitation of Liability.** Nothing in these Terms shall limit or exclude Umicore's liability for death or personal injury. To the maximum extent permitted by applicable law, Umicore shall not be liable to Buyer for any lost profits or production down-time nor for any consequential, incidental, or indirect damages, including, without limitation, as a result of the Agreement or these Terms, even if Umicore has been informed of the possibility of such damages. Umicore's maximum liability under the Agreement and these Terms is limited to the total charges for goods paid by the Buyer pursuant to the Agreement during the twelve (12) months immediately preceding the liability or 100.000 £, whichever is higher.

**9. Third Party Rights.** The Buyer and Umicore do not intend that any of its terms shall be enforceable as a third party right by any person not a party to it.

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**10. Severability and Assignment.** If any provision of the Agreement or these Terms is deemed by a court of competent jurisdiction to be invalid or unenforceable, then such provision will be severed from the Agreement or these Terms, as applicable, and have no further impact on the remaining provisions. Buyer may not assign its rights or assign or delegate any of its obligations under the Agreement or these Terms without the prior written consent of Umicore.

**11. Confidentiality.** Buyer shall treat the Agreement and any confidential information provided by Umicore as confidential and shall not disclose it, or its contents, to any third party without the prior written consent of Umicore.

**12. Setoff.** Umicore may, without prejudice to its other rights and remedies, setoff any liability that Umicore owes to Buyer against any liability that Buyer owes to Umicore, regardless of whether such liability is present or future, matured, r liquidated or unliquidated.

**13. Force Majeure.** Umicore shall be excused from its obligations under the Agreement to the extent prevented by circumstances beyond its reasonable control, including, without limitation, fire, flood, natural disaster, change in applicable law, difficulty sourcing raw materials, war, equipment breakdown, strike, lockout, labor dispute, and interruption in utilities or transportation.

**14. Compliance.** Buyer shall handle, store, process, use, and transfer goods in compliance with all applicable: (i) safety information provided by Umicore; and (ii) laws, rules, and regulations, including, without limitation, those regarding environmental health and safety. Buyer hereby represents to Umicore that Buyer is a sophisticated consumer and possesses all requisite skill and expertise necessary to handle, store, process, use, and transfer the goods, which may contain toxic, hazardous, or otherwise dangerous substances.

**15. Entire Agreement.** These Terms and the Agreement constitute the entire agreement between the parties relating to its subject matter.

**16. Waiver.** No failure or delay by Umicore to exercise any right or remedy provided under these terms or the Agreement or by law shall constitute a waiver of that or any other right or remedy,

**17. Variation.** No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**18. Notices.** Any notice or other communication given to a party under or in connection with the Agreement shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or commercial courier.

A notice or other communication shall be deemed to have been received: if delivered personally, when left at the Buyer or

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Umicore's registered office; 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; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

**19. Governing Law and Venue.** The Agreement and these Terms are governed by the laws of Scotland. Any claim or dispute (including non-contractual disputes) arising out of the Agreement or these Terms must be brought exclusively in a court of competent jurisdiction located in Scotland. The U.N. Convention on Contracts for the International Sale of Goods (CISG) does not apply to the Agreement or these Terms.

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