GENERAL TERMS AND CONDITIONS OF SALE

1. Applicability and Entire Agreement. These General Terms and Conditions of Sale ("Terms") apply to and are incorporated into any offer, quotation, confirmation, or agreement ("Agreement") to which they are attached or referenced, constitute the entire agreement between you ("Buyer") and Umicore Cobalt and Specialty Materials North America, a business unit of Umicore USA, Inc. ("Umicore") concerning the sale of the goods, and supersede all prior discussions, proposals, negotiations, representations, and agreements. The sale of any goods by Umicore is subject to and is conditioned upon Buyer's acceptance of these Terms or, if expressly disclaimed, the Agreement. Any discrepancy between the Agreement and these Terms, then the Agreement prevails. Any terms or conditions submitted by Buyer to Umicore, which are inconsistent or additional to these Terms, are hereby rejected. Fulfillment of Buyer's purchase order does not constitute acceptance of Buyer's terms and conditions and does not modify or amend these Terms. Any amendment or modification to these Terms or the Agreement requires Umicore's written consent.

2. Offers and Orders. All offers and quotations provided by Umicore are non-binding and subject to change. All orders provided by Buyer, even if submitted pursuant to an offer or quotation, will only be deemed accepted upon written confirmation by Umicore. Once accepted by Umicore, orders are non-cancellable.

3. Delivery and Acceptance. Unless otherwise set forth in the Agreement, all goods will be delivered to EX WORKS Umicore's factory (Inco Minto 2010), Risk of loss and damage will pass to Buyer upon shipment. Each delivery is a separate sale. 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 after or within the agreed time frame, and Buyer shall pay all costs and expenses incurred by Buyer in connection therewith. Notice of any discrepancy between the Agreement and these Terms, or any_assertion that the Agreement is terminated, must be in writing and provided to Buyer. Unless otherwise set forth in the Agreement, Buyer shall pay for goods within thirty (30) days of the applicable invoice. If Buyer's creditworthiness changes, Umicore may demand: (i) advance payment for goods; or (ii) other or further exercise thereof or the exercise of any other right, remedy, power or privilege arising from the Agreement, whether under the Agreement or otherwise, 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 shall not exceed the purchase price of the goods for which any claim is made.

9. Severability and Assignment. If any provision of the Agreement or these Terms is deemed by a court of competent jurisdiction to be void or unenforceable, then such provision will be severed from the Agreement or these Terms, as applicable, and have no further effect on the remaining provisions. Buyer may not assign its rights or delegate any of its obligations under the Agreement to any third person without the prior written consent of Umicore. Any such assignment or delegation shall be null and void. Umicore has the right to assign any of its rights or obligations under the Agreement or these Terms to any successor, affiliate, or permitted assigns, without the consent of Buyer.

10. 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.

11. Setoff. Umicore may set off any claim which any claim is made.

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

13. Compliance. Buyer shall handle, store, process, use, and transfer goods in compliance with all applicable laws, rules, and regulations, including, without limitation, 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, transport, process, use, and transfer the goods, which may contain toxic, hazardous, or otherwise dangerous substances.

14. Governing Law and Venue. The Agreement and these Terms are governed by the laws of the State of North Carolina without regard to its conflict of law principles. Any claim or controversy arising out of the Agreement or these Terms must be brought exclusively in a court of competent jurisdiction located in Wake County, North Carolina. Buyer hereby waives any and all defenses that it may have regarding such jurisdiction or venue. In any action or proceeding on Contracts for the International Sale of Goods does not apply to the Agreement or these Terms.

15. Changes. Umicore shall have no liability to Buyer for any costs, lost profits, or other damages resulting from any design or specification change or product discontinuance. If Buyer desires product changes, Buyer shall submit a written request to Umicore for consideration. Within a reasonable period thereafter, Umicore shall notify Buyer of its acceptance or rejection of Buyer’s request. If Umicore accepts Buyer’s request, Umicore will charge Buyer with its charges for the product change and a proposed implementation date.

16. Government Approvals. Each party is responsible for compliance with and for obtaining such approvals and/or permits as may be required under national, state, and local laws, ordinances, regulations, and rules as may be applicable to the performance of their respective responsibilities and obligations under this Agreement.

17. No Waiver. No waiver by Umicore of any of the provisions of the Agreement is effective unless explicitly set forth in writing and signed by Umicore. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from the Agreement or these Terms, in whole or in part, or any action that may be brought exclusively in a court of competent jurisdiction located in Wake County, North Carolina. Buyer hereby waives any and all defenses that it may have regarding such jurisdiction or venue. In any action or proceeding on Contracts for the International Sale of Goods does not apply to the Agreement or these Terms.

18. Parties. The Agreement and these Terms are governed by the laws of the State of North Carolina without regard to its conflict of law principles. Any claim or controversy arising out of the Agreement or these Terms must be brought exclusively in a court of competent jurisdiction located in Wake County, North Carolina. Buyer hereby waives any and all defenses that it may have regarding such jurisdiction or venue. In any action or proceeding on Contracts for the International Sale of Goods does not apply to the Agreement or these Terms.

19. Notices. All notices, request, consents, claims, demands, waivers, and other communications hereunder (each, a “Notice”) shall be in writing and addressed to the parties at the addresses set forth on the face of the Agreement or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt of the receiving party, and (ii) if the party giving the Notice has complied with the required including, without limitation, fire, flood, natural disaster, change in applicable laws, difficulty sourcing raw materials, war, equipment breakdown, strike, labor dispute, and interruption in utilities or transportation.

20. Survival. Provisions of these Terms which by their nature should apply beyond the expiration or termination of the Agreement will remain in force, including, without limitation, the following provisions: Compliance, Confidentiality, Governing Law and Venue, Notices, Disclaimer of Damages and Limitation of Liability, and Survival.

21. Export Compliance. The goods, including any software, documentation, and services related thereto, are subject to certain U.S. export laws, rules, and regulations (“Export Laws”). Buyer shall not export, re-export, or release any Controlled Goods, directly or indirectly, to any jurisdiction to which, or person to whom, such export, re-export, or release is prohibited by any applicable Export Law. Buyer shall take all reasonable measures to ensure that Umicore, including its shareholders, directors, officers, employees, affiliates, successors, and permitted assigns, are not subject to any export, re-export, or release restrictions.

Revised March 2017
Umicore Cobalt and Specialty Materials North America, a business unit of Umicore USA, Inc. General Terms and Conditions of Sale