

STANDARD PURCHASE TERMS AND CONDITIONS

1. General terms

These Standard Purchase Terms and Conditions apply to all supplies of goods and services to Umicore Denmark ApS ("Umicore"). All deliveries to Umicore must be executed on the basis of these Purchase Terms and Conditions, which apply to all deliveries, thus setting aside all agreements and customs being contrary to the Purchase Terms and Conditions, including any conditions prepared and submitted by the Supplier in connection with quotations and order confirmations. Any deviation from these Purchase Terms and Conditions must be explicitly agreed in writing.

2. Formation of contract

All orders must be confirmed in writing by the Supplier. Umicore is entitled until receipt of a conforming order confirmation, to revoke any declaration issued by Umicore.

3. Correspondence

All correspondence must state the order number and the order date together with the material number, if indicated in the order.

4. Quality control

The Supplier shall maintain a quality control system pursuant to DIN EN ISO 9000 and/or DIN ISO 14001. As agreed in advance, Umicore is entitled to control the Supplier's system by way of quality audits.

5. Subcontractors

The Supplier's engagement of subcontractors requires prior written consent from Umicore. If relevant, the Supplier shall guarantee such subcontractor's performance of all the Supplier's obligations according to the agreement entered into with Umicore, including the obligations of these Purchase Terms and Conditions.

6. Shipping

6.1 The Supplier shall deliver to the place of delivery stated in the order. When shipping, the relevant rates and the transport and packing regulations applying to the transport of goods by railway, road, sea and air etc. must be observed. This applies in particular to any customs regulations and rules for dangerous goods. In addition, the shipping options most favourable to Umicore must be opted for, unless otherwise explicitly instructed by Umicore.

6.2 In addition to the address of the place of delivery, the transport documents must contain information on the order (i.e. order number, order date, place of delivery and performance, recipient's name, and any materials number). The supply must be labelled according to the provisions of the Hazardous Substance Ordinance and the EC/EU Guidelines for Hazardous Materials/Substances. The Supplier is obliged in good time prior to delivery to provide Umicore with all product information required, e.g. safety datasheets, processing instructions, labelling regulations, work safety measures, etc., all in their currently valid wording. All information, including drawings and other documents required for the installation, operation, maintenance and repair of the goods and services must be made available by the Supplier without specific requests and free of charge.

6.3 Where subcontractors are engaged, see clause 5, Umicore undertakes no obligations in relation to such subcontractors.

6.4 On loading units (above 1 metric ton), the cargo must be affixed in an easily visible and permanent manner.

6.5 The Supplier is only entitled to make partial deliveries upon prior written consent from Umicore.

6.6 Only packaging complying with the measures and requirements of the current version of the Packaging Ordinance may be used.

6.7 The Supplier shall ensure compliance with the current environmental legislation in force at any time. This applies in particular in respect of waste and waste products relating to the supply, which the Supplier is obliged to handle on its own account in accordance with the same legislation.

7. Delivery date and default in delivery

7.1 The date and place of delivery is fixed explicitly in the parties' agreement. The Supplier is obliged to inform Umicore immediately in writing in case of any events, or if the Supplier is informed about any circumstances, which may render probable a delay in delivery.

7.2 Any failure on the part of Umicore to provide necessary documentation/information may only be relied upon as a cause for a delay in delivery, provided such documentation/information has not been received by the Supplier within a reasonable deadline fixed on demand in writing.

7.3 In the event of a default in delivery, Umicore is entitled to claim payment of a penalty corresponding to 0.1% of the contract sum for each workday, however, not exceeding 5% of the contract sum. Further, Umicore is entitled to claim compensation for any loss rendered probable in excess of the maximum penalty amount of 5% of the contract sum. In addition, Umicore retains the right to terminate the relevant contract in case of a material delay.

8. Certification and acceptance

Any certification or documentation for delivery made or accepted must be provided in writing.

9. Deviations in weight and quantities

The registration of weight or quantity recorded by Umicore on receipt is decisive for establishing any deviations in the weight or quantity compared to the parties' agreement.

10. Prices, invoicing and terms of payment

10.1 The prices agreed in the contract are to be understood as "carriage paid", including packing and shipping to bring the goods to the place of delivery or performance as well as installation, if agreed, plus VAT.

10.2 Invoices are issued in duplicate with the second copy clearly marked accordingly. The order number and the materials number must be indicated in the invoice. The amounts invoiced must be clearly associated with the individual goods ordered. Invoices must be issued in Euro, VAT to be specifically indicated. The invoice must be sent separately to the invoice address stated in the order.

10.3 The invoices issued by the Supplier are not due for payment until 30 days after delivery and approval of the goods ordered, if required, at the agreed place of delivery and upon receipt of an invoice correctly issued in accordance with clause 10.2. Any payment of an invoice prior to the due date entitles Umicore to a cash discount of 2% of the contract sum.

11. Notices of defect

If the establishment of a defective supply refers to the quantity or nature of the supply or to obvious defects or transport damage, notice of defect must be given within 6 days upon timely delivery. Notices of other defects or failures is considered timely, if given within 6 days upon the establishment of any such defects or failures.

12. Claims for damages

12.1 The Supplier shall deliver the agreed supply, including the agreed service, free from any physical, actual or legal defects. The goods and services will be deemed delivered conforming to contract, provided that the agreed nature and quantity is delivered, and that delivery is made in accordance with all terms and conditions of the parties' agreement in other respects. Unless otherwise explicitly agreed, the goods and services must be delivered in accordance with applicable relevant regulatory requirements and recognized industry standards. Any prior approval of drawings, project material, participation in inspections, or the like does not constitute any acceptance of the goods or services delivered and will not release the Supplier from the duty to supply conforming to contract in accordance with the agreed specifications.

12.2 If the event of a defective delivery, Umicore is entitled by choice to request a replacement delivery or repair. If a requested repair has not been performed within a reasonable deadline, Umicore is entitled to perform repair on the Supplier's account.

12.3 Apart from the right to demand repair or remedying of defects, Umicore is entitled in case of a defective delivery to claim compensation for any inconvenience incurred, corresponding to 10% of the contract sum. If Umicore is able to render probable a loss in excess of any such compensation, Umicore is entitled to claim compensation for such loss.

12.4 In addition to the aforesaid remedies, Umicore is entitled in case of material defects in delivery to terminate the contract and at the same time claim compensation for any loss rendered probable in connection with the defective delivery.

13. Product liability

13.1 The Supplier is liable for personal injury under the product liability legislation applicable in the country where such injury occurs. In addition, the Supplier is liable for property damage, including damage to the supply to Umicore and the product incorporating the supply, if the supply is proved to be the cause of any such damage.

13.2 The Supplier shall let itself be sued before the court of law/arbitration tribunal considering a product liability claim against Umicore in accordance with the product liability legislation applicable in the country where the use of the supply takes place.

13.3 Should Umicore be held liable in relation to a third party, the Supplier shall indemnify Umicore, if the damage concerned is attributable to the Supplier's delivery.

13.4 Should the Supplier be held liable in relation to a third party, the Supplier has only a right of recourse against Umicore, if the Supplier can substantiate that the product liability is due to negligence on the part of Umicore in connection with the use, including installation, of the Supplier's supply.

13.5 The Supplier is obliged to prove that valid product liability insurance and general liability insurance with a minimum coverage of EUR 2,000,000 has been taken out.

14. Access to Umicore's facilities

All traffic, stay or activity at the place of delivery or at Umicore's facilities in other respects requires the observance of the instructions provided.

15. Disclaimer of liability

Umicore and Umicore's employees, authorised representatives and agents are not liable for damage caused by the Supplier. This disclaimer of liability does not apply in case of breach of a major contractual obligation. Similarly, the disclaimer for liability does not apply to compensation caused by injury to life and limb or other damage caused by gross or advertent negligence.

16. Confidentiality

The Supplier shall observe confidentiality in respect of all information and all knowledge and documentation received from Umicore or affiliated companies relating to technical or other data, measurements, techniques, operational experience, business secrets, knowhow, projects or other documentation. Similar information and material must not be made available to third parties by the Supplier, who shall exclusively ensure that such material and information is only used by the Supplier for the purpose of processing the order concerned. The duty to observe confidentiality does not apply, if the knowledge or documentation concerned is already known or comes to the Supplier's knowledge without breach of any contractual obligation attributable to the Supplier or a third party. The duty to observe confidentiality, as described, applies for up to three years after the execution of the latest relevant order. The Supplier undertakes on delivery to return immediately all physical and electronically transmitted information on demand from Umicore and is unauthorised to keep any copies, memos or the like. All intellectual property rights to the information provided by Umicore belong to Umicore. References to Umicore's business relations in the course of the Supplier's advertising or the like require Umicore's explicit prior written consent.

17. Planning documents and other documentation

Umicore retains unlimited ownership of all drawings, drafts, etc. prepared by the Supplier according to Umicore's specifications without compensation to the Supplier. Any conflicting declaration issued by the Supplier e.g. in respect of documents handed over to Umicore is not binding. Planning documents must be handed over to Umicore on or before delivery date according to clause 7 together with any additional documents agreed upon and/or documents required for the operation and maintenance, e.g. source codes, operation manuals and assembly instructions (other documentation). Without prejudice to any further rights accorded to Umicore under current legislation, Umicore is entitled to withhold an adequate amount corresponding to the Supplier's claims for payment until complete hand-over of all planning documents and other documentation material has been fully accomplished.

18. Governing law and jurisdiction

18.1 Any dispute arising between Umicore and the Supplier is to be governed by the rules of Danish law, without regard to any principles of private international law specifying any other choice of law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

18.2 All disputes arising out of or in connection with supplies to Umicore are to be settled with final and binding effect by the ordinary courts of law by way of commencement of legal proceedings before the court of first instance at Umicore's domicile for the time being.