

# General Purchasing Conditions

## Umicore AG & Co. KG, Hanau-Wolfgang (Version: January 2018)

### 1. General information

1.1 These General Purchasing Conditions ("GPC") are a component of all agreements pertaining to deliveries and services between the Supplier and/or performance provider (hereinafter referred to as "Supplier") and Umicore AG & Co. KG and/or its associated companies with registered office in Germany (hereinafter referred to as "Contractor"/"we"). If the Agreement concerns the delivery of machines and/or systems and/or installations, the regulations in item 16 apply additionally.

1.2 Following the initial agreement, the GPC also apply for future agreements, even if they have not been explicitly agreed upon once again.

1.3 The GPC apply exclusively. Alternative or additional conditions of the Supplier are not valid even if they are contained in an order confirmation following one of our orders or assignments and if we do not oppose these or accept delivery or service without reservations. Our silence constitutes rejection of the Supplier's conditions.

### 2. Formation of an agreement

The individual agreement regarding a delivery or service as well as any changes, subsidiary agreements, declarations regarding its termination as well as other declarations and notifications require the written form (§ 126 b BGB (German Civil Code)), unless otherwise regulated in these conditions. If the Supplier does not accept an order within one week from the date of receipt, we are entitled to revoke the order at any time.

### 3. Scope of deliveries and services / changes of scope of delivery / delay in delivery / spare parts / subcontractors

3.1 The Supplier shall ensure that all important data and circumstances required for the fulfilment of his contractual obligations as well as our intended usage of his delivery are known to him in due time. Offers are free of charge for us. The Supplier warrants that he has thoroughly checked the local circumstances prior to submitting his offer and that he has obtained clarity regarding the execution of the services as well as compliance with technical and other regulations by examining the documentation. The Supplier has to examine any provided documentation, also in terms of local circumstances, their correctness, feasibility as well as any possible execution of third-party preparatory works. He is obligated to inform us in writing of concerns of any kind without delay, providing us with the reasons and effect agreement with us regarding the continuation of the works.

3.2 The Supplier has to comply with the regulations of our Sustainable Procurement Charter, which can be retrieved from the Internet under [www.umicore.com](http://www.umicore.com) sub-item "Sustainable Procurement Charter") and which shall be provided to the Supplier upon request.

3.3 Within reason, we may demand changes from the Supplier to the delivery item pertaining to construction and execution. The Supplier has to implement the changes within an appropriate period of time. Amicably appropriate regulations have to be agreed upon regarding the implications, particularly regarding additional or reduced costs as well as the delivery deadlines. If consensus cannot be reached within an appropriate period of time, we shall decide according to reasonable discretion.

3.4 In case of delay in delivery, we are entitled to demand a contractual penalty of 0.2% of the net order value per working day, however, a maximum 5% of the net order value. We are entitled to reserve the right to the contractual penalty up to the payment of the respective merchandise. Other claims pertaining to a delay in delivery remain unaffected. Any payments of contractual penalties are to be offset against compensation claims. The Supplier's obligation to pay compensation also includes any flat-rate compensations and contractual penalties which we owe to our customer due to the delay in delivery, if we have informed the Supplier of the flat-rate compensation or contractual penalty agreed upon with the customer.

3.5 In the event of delivery of production materials, the Supplier ensures that he is able to supply us with the delivery items or parts thereof as spare parts at reasonable conditions also for a period of 15 years upon expiration of the delivery relationship.

3.6 The Supplier is only permitted to commission subcontractors with incumbent tasks with our prior written consent.

### 4. Prices / terms of payment

4.1 The agreed prices are fixed. Unless agreed otherwise, payments are due and payable within 14 days with 2% discount or within 30 days without deduction. The period of notice commences upon receipt of the contractual service and a proper, auditable invoice. However, the notice period commences at the agreed date of delivery in the event of the acceptance of premature deliveries. Invoices have to be submitted with the specification of order number, order item, allocation of account, delivery destination, supplier number, parts number, quantity and unit price as well as quantity per delivery without copies. The Supplier agrees to participate in a credit process at our request.

4.2 The Supplier is not entitled to assign claims owed to him by us or have them collected by third parties. The regulation of § 354a HGB (German Commercial Code) remains unaffected.

4.3 The Supplier is only entitled to offset our claims or assert a right of retention if and in as far as his counterclaim is uncontested or conclusively determined. We are entitled to offset the Supplier's claims with claims owed also to a company associated with us in terms of § 15 AktG (Companies Act). We are furthermore entitled to offset our claims against claims owed to the Supplier against a company associated with us in terms of § 15 AktG.

### 5. Incoterms / official permits / export control / REACH Ordinance

5.1 Unless determined otherwise, deliveries occur DAP (Incoterms 2010) to the location determined by us, including packaging and preservation. Each delivery has to be indicated to us and the recipient determined by us on the date of dispatch. Each delivery has to include a delivery note in duplicate. The delivery note has to include our order, item and supplier number. Agreed deadlines and terms are binding. The Supplier has to inform us in writing and immediately of any discernible delay of his performance by specifying the reasons and the expected duration of the delay. The Supplier can only invoke causes for a delay not owed to him if he has complied with his duty of notification.

5.2 The Supplier is obligated to inform us in writing and without prompting of any necessary official permits and notification duties for the import and usage of the delivery items.

5.3 The Supplier has to enclose the preference verification of each delivery from preferential countries. The long-term supplier declaration according to the implementation directive (EU) 2015/2447 to the Union Customs Codex has to be submitted annually. In addition, the Supplier is obligated to comply with the relevant export control regulations and to inform us immediately in writing and without prompting of the export control identification of the delivery items, particularly according to EU and US laws at the latest upon delivery.

5.4 The Supplier has to fulfil all obligations concerning a supplier in terms of Article 3 no. 32 of Ordinance (EC) no. 1907/2006 ("REACH" Ordinance) according to the REACH Ordinance in terms of the delivery item. In particular, he

has to provide us with a safety data sheet according to Article 31 REACH Ordinance in the language of the destination country in all cases specified in Article 31 (1) a), b) and c) REACH Ordinance. The Supplier also has to ensure that all substances contained in the delivery item are effectively preregistered, registered (or excluded from the registration obligation) and, if relevant, approved for the utilisations specified by us in accordance with the relevant requirements of the REACH Ordinance. If the delivery item is a product in terms of Article 3 no. 2, Article 7 REACH Ordinance, the previous sentence applies in terms of the substances released by these products. The Supplier informs us immediately and without prompting if a substance is contained in a component of the product in a concentration greater than 0.1 weight by weight (W/W) which complies with the criteria of Articles 57 and 59 REACH Ordinance (so-called substances of very high concern). This also applies for packaging products. All other requirements of REACH Ordinance and relevant statutory regulations remain unaffected.

### 6. Approval of work performances

6.1 The approval of work performances occurs formally upon their completion by executing the acceptance protocol. In case of performances which can no longer be verified and examined at a later date due to further development, the Supplier has to invite us in writing to verify the performance in due time. Any presumption of accepting the Supplier's approval request by silence, by payment or actual utilisation is excluded.

6.2 The Supplier has to initiate officially prescribed approvals of any kind, particularly approvals by recognised experts at his expense prior to the approval of the work performance, unless this performance is explicitly excluded from the scope of performance. Official certificates regarding the absence of defects and any official approvals have to be transmitted to us in due time prior to the acceptance of the work performance.

### 7. Confidentiality / Information

7.1 The Supplier shall keep any information, such as drawings, documents, findings, samples, manufacturing equipment, models, data carriers etc. supplied by us confidential and refrain from providing it to third parties (also subcontractors) or utilise it for any purpose other than that intended by us without our written consent. This applies accordingly for duplications. This obligation does not apply for information of which he was legitimately aware at the time of the submission or which are or become publically known subsequently without violation of an obligation for confidentiality or for which he has obtained written permission for alternative usage. The obligation expires five years following the cessation of the business relationship.

7.2 Without our prior written consent, the Supplier is not entitled to advertise his business relationship with us.

7.3 We reserve proprietary rights and all other rights (e.g. copyrights) to the information provided by us. Duplications may only be made following our prior written consent. Duplications become our property upon their creation. It is hereby agreed between the Supplier and us that the Supplier shall store the duplications on our behalf. The Supplier has to carefully store, maintain and insure the provided documents and objects as well as copies thereof at his expense and surrender them to us or destroy them at our request at any time. The Supplier is not entitled to a right of retention, regardless of the reason. The Supplier is obligated to confirm the complete return or destruction in writing.

7.4 We are entitled to demand a contractual penalty of an appropriate amount for each violation of the obligation according to no. 1, however maximally 100,000 Euro. The Supplier is entitled to verify the appropriateness of the amount of the contractual penalty by a court. Any payments of contractual penalties are to be offset against compensation claims.

### 8. Quality management

The Supplier is obligated to constantly monitor the quality of his performances. Prior to the respective delivery of the delivery items, the Supplier shall ensure that the delivery items intended or delivery are free from defects and comply with the contractually agreed technical requirements and inform us of this fact in writing. Additional requirements of a relevant Quality Assurance Agreement remain unaffected.

### 9. Liability for defects / exemption / insurance

9.1 We only conduct an incoming goods inspection in terms of externally recognisable damages and externally recognisable deviations to identity and quantity. We shall reprimand any detected defects without undue delay. For the remainder, we shall reprimand defects as soon as they are determined according to the conditions of the proper business process. In this context, the Supplier waives the right of late notice of defect.

9.2 If the delivery item is defect, our claims are based on the statutory regulations, unless specified otherwise in the following conditions. In the event of a risk to operational safety, the risk of unusually high damages or to maintain our ability to deliver to our buyers, we can rectify defects ourselves or commission a third party following notification of the Supplier. The Supplier is responsible for any costs incurred in the process.

9.3 If the Supplier utilises third parties to provide the performance, he is liable for these as in case of vicarious agents.

9.4 Unless a longer limitation period is legally regulated, the limitation period for warranty claims is 36 months from receipt of the delivery by us or from approval, if such approval is statutorily or contractually specified. Statutory regulations apply for interruptions and the new start of the limitation period.

9.5 In case of defects of title, the Supplier has to exempt us from any possibly existing third party claims, unless he is not responsible for the defect of title. The Supplier has to exempt us from third party claims based on product liability if and in as far as the damage was caused by a defect of the delivery item delivered by the Supplier. The claim for exemption applies to the extent of the Supplier's direct liability. In the event of fault-based liability, the obligation for exemption does not apply if the Supplier is not culpable.

9.6 The Supplier has to demonstrate liability insurance of a sufficient amount at the time of the order. Liability insurance should consist of 5,000,000 Euro insured sum for personal and property damages and 500,000 Euro for pecuniary losses. Upon request, the Supplier has to verify to us the conclusion and continuation of the above-mentioned insurance.

### 10. Execution of works at our company premises

10.1 The "External company management" manual applies for all performances at our company premises, which is made available to the Supplier upon request in the Internet under [www.umicore.com](http://www.umicore.com) (sub-item "Supplier Zone"). The Supplier has to observe the instructions of factory security at all times.

10.2 The Supplier is prohibited from deploying persons at our locations, which are employed by us or were employed by us during the past six months in order to fulfil his contractual obligations without our prior written consent.

# General Purchasing Conditions

## Umicore AG & Co. KG, Hanau-Wolfgang (Version: January 2018)

### 11. Provisions

Any substances, parts, containers, special packaging, tools, measuring devices or similar (provisions) remain our property. In the event of processing, combining, intermingling of provisions, we obtain co-ownership to the new product at the ratio of the value of the provision to the value of the entire product. The Supplier is not entitled to a right of retention to the provisions, regardless of the reason.

### 12. Tools

12.1 Regardless of other agreements, subject to payment, we obtain (co)ownership in the tools for the production of the delivery item, in which verified costs we participated. They remain with the Supplier in form of a loan. The Supplier is only authorised to actually or legally dispose over the tools, move their location or render them unable to function with our permission. The tools have to be identified by the Supplier as our (co)property. The Supplier is responsible for the costs of maintenance, repair and replacement of the tools. Replacement tools are our property according to our ratio in the original tool. In the event of co-ownership in a tool, we are entitled to pre-emptive rights in the co-ownership ratio of the Supplier.

12.2 The Supplier has to utilise tools which are (co)owned by us exclusively for the production of the delivery items. Upon demand, the Supplier has to surrender tools to us without undue delay. In case of co-owned tools, we are obligated to reimburse the Supplier with the current value of the Supplier's co-ownership ratio upon receipt of the tool. The Supplier is not entitled to a right of retention in any event. The Supplier is also obligated to surrender the tool in the event of an insolvency application or in case of a long-term interruption in the delivery. The Supplier has to insure the tool to the agreed extent or, if no agreement was made, at the conventional extent.

### 13. Software

If non-standardised software is included in the scope of delivery, the Supplier agrees to change/improve the software to our specifications against appropriate reimbursement of costs for the duration of five years from the delivery date of the delivery item. If the software originates from a pre-supplier, he shall obligate them accordingly.

### 14. Long-term inability to deliver

In the event of a long-term inability to deliver, suspension of payment or commencement of insolvency proceedings, the rejection of the commencement of insolvency proceedings due to lack of assets or the initiation of comparable proceedings pertaining to the Supplier's assets, we are entitled to withdraw from the Agreement with respect to the still outstanding part. If the Supplier is affected by one of the above-mentioned events, he shall support us to the best of his ability in the relocation of the production of the delivery item to our premises or to that of a third party, including the licensing of industrial property rights required for the production at industry-standard conditions.

### 15. Compliance with anti-corruption and antitrust laws as well as requirements under industrial law

15.1 The Supplier warrants to refrain from any acts or omissions which - regardless of the form of involvement - may lead to a penalty according to regulatory or criminal law for the Supplier, for persons employed by the Supplier or third parties commissioned by the Supplier, particularly due to corruption or the violation of German and/or European antitrust law or the law on competition.

The Supplier furthermore warrants that the employees deployed by him or subcontractors or employment agencies commissioned by him to execute agreements with us receive statutory minimum wages according to MiLoG (Minimum Wages Act) or, if the performances to be rendered are subject to AEntG (Directive on the posting of workers), the respectively prescribed minimum wages according to the industry. The Supplier also has to ensure that mandatory obligations to pay contributions to social insurance carriers, trade unions and other establishments such as the establishments of the joint collective bargaining partners specified in § 8 AEntG (Directive on the posting of workers).

15.2 The Supplier is obligated to take all suitable measures to prevent violations of the statutory regulations specified in item 1. For this purpose, the Supplier shall particularly obligate the persons employed by him or by third parties commissioned by him accordingly. At our written request, the Supplier is obligated to provide information on the above-mentioned measures, particularly their content and degree of implementation and, at least once within three calendar years, fully and truthfully complete a questionnaire provided by us for the purpose of self-assessment and provide us with any associated documentation.

15.3 The Supplier shall inform us immediately of the initiation of official preliminary investigation proceedings due to a possible violation. In addition, in the event of indications for a violation by the Supplier, we are entitled to demand written information regarding a violation and the measures taken to stop the violation and avoid it in the future.

15.4 In the event of a violation of the above-mentioned regulations, we are entitled to demand from the Supplier the exemption from all damages incurred by us due to the violation, unless the Supplier is not responsible for the violation. Rights to forbearance and termination rights remain unaffected. This also applies if we are justifiably held liable by an employee of the Supplier or an employee of a commissioned subcontractor, regardless of the degree, or by an employment agency as a guarantor for the payment of the statutory minimum wages or minimum industry wages or by an establishment of the collective bargaining partners specified in § 8 AEntG (Directive on the posting of workers) to pay contributions.

### 16. Supplemental conditions for the purchase of machines, systems and installations

If the Agreement concerns the delivery of machines and/or systems and/or installations, the regulations in this item 16 apply additionally.

16.1 Supplemental to item 3.1., the Supplier has to check the information and documentation provided by us in terms of completeness and errors discernible by him and to correct them following consultation with us, as well as request any missing information and documentation without undue delay. The Supplier can only invoke the absence of information and documentation to be provided by us if he has requested them in writing in due time and has submitted at least one written warning.

16.2 All production documents, such as drawings, have to be submitted to us for inspection prior to commencement of production.

16.3 All documentation to be supplied has to comply with the specification sheet and at least with the relevant directions and standards including our factory standards, which were provided to the Supplier. The documentation has to be supplied on data carriers in German and in the agreed quantity, unless agreed otherwise.

Installation and operating instructions, which provide all implementations of the delivery item, have to be supplied in German also without special contractual stipulations. In addition, all documentation necessary for the repair, maintenance and restoration of the delivery item have to be supplied.

16.4 Subject to explicitly contradictory regulations in the specification sheet, elements and parts of the delivery item have to be designed and organised according to the state of science and technology in such a manner that they can

be quickly and easily maintained, checked, repaired and exchanged at all times. Wear parts have to be designed and arranged in such a manner that they have the longest possible life span to be expected under the operating conditions according to the agreement.

16.5 A timetable has to be established with the specification sheet. If such regulations are missing from the specification sheet, the Supplier has to submit a production plan immediately upon conclusion of the agreement, which reveals the production progress per calendar week. In addition, the Supplier has to inform us of the production progress every four weeks without prompting.

16.6 Following prior notification, we are entitled to visit the Supplier's production locations and those of his subcontractors during normal office hours in order to verify the progress of the production of the delivery item. The Supplier is hereby obligated to appropriate cooperation; he particularly has to provide us with all necessary information.

16.7 Deposits are only paid if agreed upon in writing. Deposits are only due and payable if the Supplier has presented us with an unlimited, absolute prepayment guarantee of a renowned financial institution to secure our repayment claims, in which he is respectively obligated waiving all rights to the possibility of appeal, to offset and to prior complaint or provides other securities of equal value.

16.8 If installation is contractually agreed, it also comprises the necessary ancillary services such as the provision of necessary scaffolding, devices, lifting equipment, tools etc. If our support is agreed upon, it is principally not granted free of charge, but at the expense of the Supplier.

If the specification sheet does not determine deadlines, the Supplier has to coordinate deadlines for installation works with us in due time. Prior to commencing the works, the Supplier has to examine the foundations and connections as well as all other circumstances for the proper installation in terms of suitability.

The Supplier has to keep us informed as to which persons are charged with the installation works in our factory in a suitable manner. We are entitled to reject employees or representatives of the Supplier for an important reason. The Supplier is subsequently obligated to ensure a reliable replacement. The engagement of subcontractors requires our written consent.

Works to be executed in our premises may not impede the operation. If impediments are unavoidable, they have to be limited to a minimum.

We are entitled to check all objects brought into and removed from our premises. Upon delivery and return, the Supplier has to provide us with lists containing the objects. Objects which remain the property of the Supplier have to be labelled as such with his company name or trademark. The Supplier is responsible for his property located in our work area; we particularly do not assume the duty of protection, such as the duty to secure, store or monitor.

Water, compressed air and power are provided by us at existing outlets. Any additional necessary cables and connections are to be established and maintained by the Supplier at his risk and expense and have to be removed upon completion of the installation works.

We have to be informed of works posing a fire risk prior to the commencement of the works. Unless otherwise agreed upon in writing, the Supplier is responsible for a fireguard during and after the termination of the works posing a fire risk.

16.9 Subject to special regulations in the specification sheet, we are entitled to demand a preliminary acceptance with function test prior to the delivery at the Supplier's premises, in case of tooling machines also a geometric test according to DIN ISO 230-1, a test according to VDI/DGQ 3441 (static test of work and positioning precision) as well as DIN 45635 (noise level measurement) and/or the respective subsequent standards. The Supplier has to suggest and coordinated with us a date for preliminary acceptance in due time, however at least 4 weeks in advance. At the latest one week prior to preliminary acceptance, the Supplier has to provide us with all documents required for the preliminary acceptance. He has to provide all tools, devices, materials and suitable personnel for the execution of the preliminary acceptance.

16.10 The acceptance of the delivery item has to be regulated in the specification sheet. If the specification sheet does not contain regulations to this matter, the following applies in addition to item 6:

The delivery item is subjected to a function test or a test run at our premises, if agreed. Our personnel have to be properly instructed by the Supplier during the function test as well as the test operation and a trouble-free operation under serial conditions has to be ensured for a duration of four weeks. In the process, it is to be determined that the delivery item provides the contractually agreed performances. We are entitled to use the machine for production during the function test and/or the test operation. The machine is accepted upon successful execution of the function test and/or test operation. An acceptance protocol is established about the acceptance, which shall be signed by the Supplier and us.

Preliminary acceptance, function test, test operation and acceptance are always executed at the Supplier's expense, whereby he supplies suitable test material and measuring devices as well as sufficient monitoring personnel. Operating personnel and material for the function test and the test operation shall be provided by us.

If the preliminary acceptance, the function test, the test operation or the acceptance have to be interrupted, extended or repeated for reasons owed to the Supplier, the Supplier is responsible for all costs and disadvantages incurred by us.

16.11 For a period of ten years, calculated from the date of approval, the Supplier is obligated to offer spare parts and repair works at appropriate market conditions. Spare parts deliveries and repair works occur based on the conditions, which applied for the initial delivery.

### 17. General terms

17.1 We, our employees, legal representatives and vicarious agents are not liable for damages of the Supplier. This exclusion of liability does not apply if an obligation essential to the agreement was violated. The exclusion of liability does also not apply for damages violating life, limb or health based on intentional and negligent breach of duty as well as other damages based on intentional or gross negligent breach of duty.

17.2 Place of fulfilment for deliveries and services is the place of destination specified by us. However, claims based on defect of quality have to be remedied at the respective location of the delivery item.

17.3 German substantive law excluding conflict of law provisions and the United Nations treaty on Contracts for the International Sale of Goods (CISG) applies for the contractual relationship. Place of jurisdiction is Hanau am Main. However, we are entitled to sue the Supplier also at another competent court.

17.4 If a condition of these General Purchasing Conditions is or becomes legally ineffective, the effectiveness of the remaining conditions is unaffected.