

GENERAL TERMS AND CONDITIONS OF SALE AND RECYCLING

1. Definitions. Capitalized terms used but not defined herein have the following meanings:

a. "Agreement" means any agreement between Umicore and Customer pursuant to which Umicore: (i) sells Goods to Customer; (ii) provides Recycling Services to Customer; or (iii) maintains a Metal Account on behalf of Customer.

b. "Customer" means the party: (i) purchasing Goods from Umicore; (ii) receiving Recycling Services from Umicore; or (iii) having a Metal Account maintained by Umicore.

c. "Goods" means any goods sold by Umicore to Customer pursuant to or in connection with an Agreement, including, without limitation, chemicals, lenses, assemblies, and optics.

d. "Metal" means precious and other valuable metals, including, without limitation, gold, silver, and germanium.

e. "Metal Account" means an unallocated Metal pool or weight account maintained by Umicore for the benefit of Customer.

f. "Recycling Materials" means any materials provided by or on behalf of Customer to Umicore for the receipt of Recycling Services, including, without limitation, Metal-containing production scrap.

g. "Recycling Services" means any Metal recycling, refining, or recovery services provided by Umicore for Customer.

h. "Terms" means these General Terms and Conditions of Sale and Recycling.

i. "Umicore" means Umicore Optical Materials USA Inc.

2. Applicability and Entire Agreement. These Terms: (i) apply to and are incorporated into any Agreement to which they are attached or referenced as if fully set forth therein; (ii) together with the Agreement, constitute the entire agreement between Umicore and Customer for the sale of Goods, provision of Recycling Services, or maintenance of a Metal Account; (iii) supersede all prior and contemporaneous discussions, proposals, negotiations, representations, warranties, agreements, and communications, both written and oral, regarding the same; and (iv) exclude any terms or conditions provided by Customer, which will be null and void and of no force. THE SALE OF ANY GOODS, PROVISION OF ANY RECYCLING SERVICES, AND MAINTENANCE OF ANY METAL ACCOUNT BY UMICORE IS SUBJECT TO, EXPRESSLY LIMITED TO, AND EXPRESSLY CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THESE TERMS. IF THERE IS A DISCREPANCY BETWEEN THE AGREEMENT AND THESE TERMS, THEN THESE TERMS WILL PREVAIL TO THE EXTENT OF THE DISCREPANCY UNLESS OTHERWISE STATED IN THE AGREEMENT. ANY TERMS OR CONDITIONS SUBMITTED BY CUSTOMER THAT ARE INCONSISTENT WITH, DIFFERENT THAN, OR ADDITIONAL TO THESE TERMS ARE HEREBY REJECTED. FULFILLMENT OF CUSTOMER'S PURCHASE ORDER DOES NOT CONSTITUTE ACCEPTANCE OF CUSTOMER'S TERMS OR CONDITIONS AND DOES NOT MODIFY OR AMEND THESE TERMS.

3. Orders and Changes. Unless otherwise set forth in the Agreement, all proposals, bids, offers, and quotations provided by Umicore are non-binding and subject to change. All purchase orders, awards, and confirmations provided by Customer, even if submitted pursuant to a proposal, bid, offer, or quotation, will only be deemed accepted upon express written confirmation by Umicore. Once accepted by Umicore, orders are non-cancellable. Umicore shall have no liability to Customer for any costs, lost profits, or other damages resulting from any design or specification change or product discontinuance. If Customer desires to change an order, then Customer shall submit a written request to Umicore for consideration. Within a reasonable time thereafter, Umicore shall notify Customer of its acceptance or rejection of Customer's request. If accepted, then Umicore shall provide Customer with its charges for the order change and a proposed implementation date.

4. Goods.

a. Delivery and Acceptance. Unless otherwise set forth in the Agreement, all Goods will be delivered Ex Works Umicore's facility (Incoterms® 2010). Umicore may cause Goods to be shipped from the facilities of Umicore's affiliates. Risk of loss will pass to Customer upon shipment. Each delivery constitutes a separate sale, and Customer shall pay for all Goods shipped, whether a shipment is in whole or partial fulfillment of an order. All delivery times set forth in the Agreement are non-binding estimates, and Customer may not reject Goods or be entitled to a reduction in price because Goods are delivered outside of such times. Within five (5) days after receipt, Customer shall inspect all Goods and provide Umicore with written Notice (defined below) of acceptance or rejection. If Customer fails to provide Umicore with such Notice, then the Goods will be deemed accepted.

b. Title. Title to Goods will transfer from Umicore to Customer upon shipment. Customer assumes all risk and liability for, and shall indemnify, defend, and hold Umicore, including its shareholders, directors, officers, employees, affiliates, successors, and permitted assigns, harmless from and against any and all losses, liabilities, damages, and claims arising out of or relating to the transportation, unloading, storage, handling, or use of the Goods after title passes to Customer.

c. Infringement. Customer hereby represents and warrants to Umicore that, to the extent any Goods are manufactured based on Customer's specifications, such Goods will not infringe or misappropriate any third party's intellectual property rights or trade secrets. Customer shall indemnify, defend, and hold Umicore, including its shareholders, directors, officers, employees, customers, subsidiaries, affiliates, and representatives, harmless from and against any and all claims, actions, demands, suits, proceedings, damages, liabilities, fines, fees, settlements, penalties, costs, and expenses (including court costs and reasonable attorneys' fees) arising out of or related to any breach of this Section.

d. Intellectual Property. Umicore hereby grants to Customer a limited, perpetual, world-wide, royalty-free, fully paid-up, non-exclusive license to use the Goods as specifically set forth in the Agreement ("License"). Except for the License, Umicore does not grant to Customer, and Customer does not acquire from Umicore, any right, title, or interest in, to, or under any intellectual property owned or licensed by Umicore, regardless of whether such intellectual property is incorporated into the Goods. All such intellectual property will remain the property of Umicore. Without Umicore's prior written consent, Customer shall not, directly or indirectly: (i) reverse engineer any Goods; (ii) file any patent application based on the Goods; or (iii) challenge or attempt to invalidate any of Umicore's intellectual property associated with the Goods.

e. Security Interest. To secure payment of the purchase price of the Goods and Customer's performance under the Agreement and these Terms, Customer hereby pledges and grants to Umicore a continuing lien on, and purchase-money security interest ("Security Interest") in and to, all of Customer's right, title, and interest in, to, and under the following collateral, wherever located and whether now existing or later acquired: (i) all Goods; (ii) all products, goods, work-in-process, inventory, and other personal property of every kind and nature manufactured, produced, or incorporating the Goods; (iii) all instruments, promissory notes, chattel paper, letters of credit, letter-of-credit rights, money, general intangibles, including payment intangibles, and all other contract rights arising from each of the foregoing; and (iv) all proceeds, products, profits, and income from each of the foregoing, including insurance proceeds. Customer hereby authorizes Umicore to prepare and file financing statements, and any amendments thereto, in all jurisdictions that Umicore deems necessary to perfect and maintain perfection of the Security Interest, without Customer's signature. If the Goods are combined or commingled with other goods to produce new products, then the Security Interest extends to such products and Customer hereby assigns to Umicore all of Customer's right, title, and interest in and to such products.

5. Recycling Services.

a. Recycling Materials. Recycling Materials are required to provide Recycling Services. To the extent that Customer fails to provide Recycling Materials, Umicore will be relieved of its obligation to provide Recycling Services. Customer represents and warrants to Umicore that: (i) Customer is the sole and exclusive owner of the Recycling Materials; (ii) the Recycling Materials are not subject to any liens, judgments, or other encumbrances; (iii) using the Recycling Materials in connection with the Recycling Services will not violate any third-party intellectual property rights; (iv) the Recycling Materials do not contain any radioactive or biological materials; (v) the Recycling Materials do not have any carcinogenic, corrosive, explosive, or flammable properties; and (vi) unless otherwise agreed to in writing by Umicore, the Recycling Materials do not constitute a "hazardous substance," "hazardous material," "hazardous waste," "toxic substance," "toxic pollutant," "regulated substance," "contaminant," or "pollutant," under any applicable environmental law, rule, or regulation.

b. Shipment of Recycling Materials. Unless otherwise set forth in the Agreement, Customer shall not ship any Recycling Materials to Umicore without Umicore's prior written consent. Customer shall: (i) package, mark, and label all Recycling Materials in accordance with Umicore's reasonable instructions and all applicable laws, rules, and regulations; and (ii) provide Umicore with the applicable packaging and shipping documents for all shipments of Recycling Materials. Customer shall be responsible for all costs and expenses associated with packaging and shipping Recycling Materials, and Umicore shall not be required to return any packaging.

c. Delivery and Acceptance of Recycling Materials. Unless otherwise set forth in the Agreement, Customer shall deliver all Recycling Materials DDP Umicore's facility (Incoterms® 2010). Customer shall be responsible for all costs and expenses associated with delivering the Recycling Materials. Umicore may, in its sole discretion, inspect Recycling Materials after delivery. Any subsequent Evaluations (defined below) of Recycling Materials will be conducted in accordance with Section 9 (Final Evaluation). Umicore may refuse to provide Recycling Services for any Recycling Materials until conducting Evaluations of the full lot, regardless of any previously inspected samples. Umicore may reject any Recycling Materials that: (i) are not packaged, marked, or labeled in accordance with Umicore's reasonable instructions and all applicable laws, rules, and regulations; (ii) arrive in damaged, leaking, or opened packaging; (iii) are deemed to be dangerous or hazardous by Umicore, in its sole discretion; or (iv) are damaged or otherwise fail to conform to the Agreement or these Terms. Umicore shall provide Customer with prompt written Notice of any such rejection, and Customer shall promptly reimburse Umicore for any costs and expenses incurred by Umicore in connection with storing, repackaging, and returning any rejected Recycling Materials.

d. Provision of Recycling Services. Unless otherwise agreed to in writing, Umicore reserves the right to provide Recycling Services to all Recycling Materials after completing Evaluations. Umicore shall use reasonable efforts to meet any

schedules set forth in the Agreement, and any such schedules are non-binding estimates only. Customer shall promptly: (i) respond to any requests for information, approvals, authorizations, or decisions reasonably necessary to provide the Recycling Services; and (ii) notify Umicore of any dangerous, operational, or special conditions that may affect the provision of the Recycling Services. All intellectual property rights, including, without limitation, patents, trademarks, trade secrets, know-how, and other sensitive, proprietary, or confidential information, associated with or relating to the Recycling Services will remain the sole and exclusive property of Umicore.

6. Metal Accounts.

a. Metal Trading and Transfer Accounting. Umicore may maintain one or more Metal Accounts in connection with its production of Goods and provision of Recycling Services. Umicore may maintain a separate Metal Account for each Metal, and all obligations and undertakings with respect to each Metal will be computed and performed separately. Umicore may, from time to time, credit or debit quantities of Metal to a Metal Account to reflect any transaction agreed upon by the parties, including, without limitation, the: (i) acceptance or release of Metal delivered from, to, or on behalf of Customer; (ii) purchase or sale of Metal, or Goods containing Metal, from or to Umicore; (iii) settlement of Recycling Services; or (iv) transfer of Metal from or to another Metal Account. Metal Accounts are not depository or warehousing agreements, and Umicore does not undertake to maintain, identify, or allocate physical inventories for or to any Metal Account. Customer acknowledges and agrees that Metal is fungible, and Umicore may deal with Metal in any manner Umicore sees fit, including the commingling, consignment, lease, or disposition thereof subject to the undertakings provided herein. Customer's Metal Account may reflect a negative balance only with Umicore's prior written consent and, for any such Metal Account, Umicore shall, in its sole discretion, be entitled to declare the negative balance due, set a reasonable period for repayment, and close the Metal Account at Customer's sole cost and expense.

b. Release of Metal. Customer may request that a quantity of Metal, not exceeding the then-current credit balance, be released from Customer's Metal Account. The release will occur as promptly as practical following Umicore's receipt of such instructions. Customer's instructions regarding the Metal Account become binding only upon Umicore's: (i) express consent in writing; or (ii) execution of the requested transaction. Released Metal will be delivered in the same manner as Goods in accordance with and subject to Section 4 (Goods). Customer may also request that a quantity of Metal, not exceeding the then-current credit balance, be transferred to the metal account of a third party or delivered to a third party's facility. Any such transfer or delivery will be subject to the payment of additional fees and requirements established by Umicore. Umicore may provide packaging, certification of assay, or other services in connection with the release or delivery of Metal, subject to payment by Customer of certain fees. Except as provided in this Section, the price of released Metal will be determined in accordance with and subject to Section 7 (Price and Taxes) of these Terms. Customer shall pay for released Metal within five (5) business days after the date of its release.

c. Statements. From time to time, Umicore may issue statements for Metal Accounts. Customer shall review each statement and advise Umicore promptly of any error. Absent manifest error, records pertaining to any Metal Account that are maintained in good faith by Umicore will be presumed accurate, and statements (including corrections) issued in good faith by Umicore will be binding upon Customer, notwithstanding any errors contained therein, unless Customer provides written Notice of the error to Umicore within thirty (30) days after the date of the applicable statement. Customer will use reasonable efforts to respond promptly and accurately to balance confirmation requests made by Umicore or its auditors.

d. No Encumbrances. Until Customer pays all amounts due to Umicore, Customer shall maintain the Metal free and clear of and from all liens, judgments, and encumbrances. Customer shall not assign, pledge, or encumber any Metal Account or interest therein or statement thereof. Customer shall indemnify, defend, and hold Umicore, including its shareholders, directors, officers, employees, affiliates, successors, and permitted assigns, harmless from and against any breach of this Section by Customer or any of its shareholders, directors, members, managers, officers, employees, affiliates, successors, permitted assigns, customers, agents, distributors, resellers, or vendors.

e. Account Closing. In the absence of an Event of Default (defined below), Umicore may close a Customer's Metal Account at any time by providing Customer with at least thirty (30) days' prior written Notice. If Umicore closes a Metal Account because of any Event of Default, then title to any Metals in such Metal Account will transfer to Umicore upon closure and compensation for the Metals will be paid by Umicore to Customer after setoff and deducting the value of any debit balances on such Metal Account. If the closed Metal Account shows a negative balance, then Umicore will invoice Customer for the value of such negative balance pertaining to a Metal Account.

7. Price and Taxes. Unless otherwise set forth in the Agreement, the price of Goods and Recycling Services excludes all taxes, duties, fees, and other charges, which are the responsibility of Customer. If Umicore must collect or pay any such tax, duty, fee, or charge, then Umicore may add such amounts to the price and they will be paid by Customer. Prices are subject to change. Customer is responsible for and shall pay any tax, fee, or other charge related to the:

- (i) establishment, maintenance, closing, or liquidation of any Metal Account; and
- (ii) purchase, sale, or delivery of any Metal credited thereto.

8. Payment Terms. Unless otherwise set forth in the Agreement, Customer shall pay Umicore for Goods and Recycling Services within thirty (30) days after the date of the applicable invoice. If Customer's creditworthiness changes, then Umicore may demand advance payment for the Goods and Recycling Services or other means of financial security, including, without limitation, a letter of credit. Customer shall make all payments unconditionally and without any setoff, recoupment, or counterclaim. All past-due amounts will accrue interest at a rate of one percent (1%) per month. Customer shall be responsible for all costs and expenses incurred by Umicore, including attorneys' fees, in connection with collecting such amounts.

9. Final Evaluation. Umicore may, in its sole discretion and in a manner it deems appropriate, conduct processing, sampling, analysis, weighing, assays, and other evaluations (collectively, "Evaluations") in connection with the sale of Goods, provision of Recycling Services, or maintenance of a Metal Account. Umicore shall conduct all Evaluations in good faith, in accordance with generally recognized industry standards, and using properly calibrated equipment. All Evaluations conducted by Umicore will be taken as the final, agreed-upon Evaluation. Customer may, at its sole cost and expense and by providing prior written Notice to Umicore, attend and witness any Evaluation conducted by Umicore. Customer shall be responsible for all costs and expenses associated with any additional Evaluations that Customer may conduct in its discretion.

10. Termination.

a. Event of Default. Unless otherwise set forth therein, Customer may not terminate the Agreement. If Customer terminates the Agreement, then Customer shall reimburse Umicore for all costs and expenses incurred by Umicore as a result of performing the Agreement prior to the date of termination. In addition to any remedies provided under these Terms, Umicore may terminate the Agreement with immediate effect upon written Notice to Customer if Customer: (i) fails to pay any amount as or when due under the Agreement; (ii) has not otherwise complied with these Terms, in whole or in part; (iii) becomes debarred, suspended, or identified as a denied party by any applicable government agency; (iv) becomes insolvent, files a petition for bankruptcy, or commences, or has commenced against it, proceedings related to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors; or (v) violates, or is reasonably believed to have violated, applicable law, including anti-bribery, anti-corruption, or anti-money laundering laws (each, an "Event of Default").

b. Effect. Upon an Event of Default, Umicore may, in its sole discretion and without limiting its other remedies: (i) cancel future orders and deliveries of Goods to Customer; (ii) cancel or cease performance of Recycling Services; (iii) close Customer's Metal Account(s); (iv) terminate all agreements with Customer, including, without limitation, forward contracts; and (v) set off any amounts, whether or not matured or liquidated, owed by Customer to Umicore under any closed Metal Account or terminated agreement. Any setoff must be: (a) calculated at the close of business, Central Time, or, if the day of closure or termination is not a business day, then the next business day; (b) based on the applicable fair market value of the Metal; (c) converted, if necessary, to USD using the exchange rate published by the *Wall Street Journal* on the day of closure or termination; and (d) aggregated and promptly paid in USD.

11. Compliance.

a. General. Customer shall: (i) comply with all applicable laws, rules, and regulations, including, without limitation, those regarding anti-corruption, anti-bribery, human rights, and environmental health and safety; (ii) maintain in effect all licenses, permissions, authorizations, certificates, consents, approvals, and permits necessary to carry out Customer's responsibilities and obligations under the Agreement and these Terms; and (iii) handle, store, use, and transfer the Goods in compliance with the foregoing and any safety information provided by Umicore. Customer shall complete any documents and provide such information as Umicore may reasonably request to ascertain Customer's compliance with the foregoing.

b. Trade Compliance. The Goods, including any documentation and technical data related thereto (collectively, "Controlled Goods"), may be subject to certain trade laws, rules, and regulations, including, without limitation, the Export Administration Regulations (EAR) of the U.S. Department of Commerce and the International Traffic in Arms Regulations (ITAR) of the U.S. Department of State ("Trade Laws"). Customer shall comply with all applicable Trade Laws. Customer 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 Trade Laws. It is Customer's responsibility to obtain any license or other approvals, and Customer will complete any documents requested by Umicore prior to exporting, re-exporting, or releasing any Controlled Goods. Customer shall indemnify, defend, and hold Umicore, including its shareholders, directors, officers, employees, affiliates, successors, and permitted assigns, harmless from and against any breach of this Section by Customer or any of its shareholders, directors, officers, employees, affiliates, successors, permitted assigns, customers, agents, distributors, resellers, or vendors.

12. 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 the Agreement.

13. Customer Representations. Customer hereby represents and warrants to Umicore that Customer 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. If applicable, Customer further represents and warrants to Umicore that Customer: (i) is a producer, processor, or commercial user of each Metal or by-product thereof for which Customer maintains a Metal Account and Customer utilizes its Metal Account solely in connection with such uses; (ii) understands that Metal prices are volatile and Customer is well aware of the risks associated with the purchase and sale of Metal and the maintenance of a Metal Account; (iii) all actions taken by Customer in connection with any Metal Account are duly and validly authorized and in compliance with all applicable laws, rules, and regulations; and (iv) will deal with its Metal Accounts solely as a principal. Each individual acting for or on behalf of Customer represents and warrants to Umicore that he or she has the full authority to act for Customer in all actions taken by such person for or in the name of Customer.

14. Umicore Warranties. Umicore hereby warrants to Customer that: (i) the Goods will be free from defects in materials and workmanship and materially comply with the specifications set forth in the Agreement (or, if no specifications are set forth in the Agreement, then Umicore's printed specifications); (ii) the Recycling Services will be performed in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services; and (iii) Metal released from the Metal Account will materially comply with the specifications set forth in the Agreement (or, if no specifications are set forth in the Agreement, then Umicore's printed specifications) (collectively, the "Warranty"). Customer must bring any Warranty claim within fifteen (15) days after becoming aware of the alleged non-conformance, and the Warranty expires twelve (12) months after the delivery of the Goods or completion of the Recycling Service. Customer's sole and exclusive remedy for any breach of the Warranty is: (a) at Umicore's option, repair or replacement of the non-conforming Goods; (b) re-provision of the applicable Recycling Services; or (c) replacement of the non-conforming Metal. Goods may not be returned without Umicore's prior written authorization, and any costs and expenses in connection with storing, repackaging, and returning any Goods will be the responsibility of Customer. Goods must be returned to Umicore in strict compliance with Umicore's written instructions. The Warranty DOES NOT COVER Goods or Metals that: (x) have been subject to misuse, negligence, accident, or improper maintenance or storage; (y) have been altered without Umicore's prior written consent; or (z) based on Umicore's examination, do not disclose to Umicore's satisfaction the non-conformance with the Warranty. UMICORE HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

15. Disclaimer and Limitation. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, RULES, AND REGULATIONS, UMICORE DISCLAIMS ALL, AND WILL NOT BE LIABLE TO CUSTOMER FOR ANY, SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THESE TERMS, EVEN IF UMICORE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UMICORE'S MAXIMUM LIABILITY ON ANY CLAIM ARISING OUT OF OR RESULTING FROM THE: (I) SALE OF GOODS WILL NOT EXCEED THE PURCHASE PRICE OF THE GOODS FOR WHICH ANY SUCH CLAIM IS MADE, NOT TO INCLUDE THE VALUE OF THE METAL; (II) RECYCLING SERVICES WILL NOT EXCEED THE AGGREGATE AMOUNTS PAID TO UMICORE WITH RESPECT TO THE MATERIALS FOR WHICH ANY CLAIM IS MADE; AND (III) METAL ACCOUNT TRANSACTIONS WILL NOT EXCEED THE VALUE OF THE AGGREGATE NET QUANTITY OF METAL PROPERLY CREDITED TO SUCH METAL ACCOUNT.

16. Confidentiality. Customer shall treat the Agreement and any sensitive, proprietary, or confidential information provided by Umicore as confidential, and shall not disclose it, or its contents, to any other party without the prior written consent of Umicore.

17. Setoff. Umicore may, without prejudice to its other rights and remedies, setoff any liability that Umicore owes to Customer against any liability that Customer

owes to Umicore, regardless of whether such liability is matured or liquidated. The value of Metal will be determined as described in Section 10 (Termination).

18. Force Majeure. Umicore will 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.

19. Governing Law and Arbitration. The Agreement and these Terms are governed by the laws of the State of Oklahoma, 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 Tulsa, Oklahoma. Customer hereby waives any and all defenses that it may have regarding such jurisdiction or venue. Notwithstanding the foregoing, if Customer exists under the laws of any non-U.S. jurisdiction, then any claim or controversy arising out of or relating to the Agreement or these Terms will be resolved by a panel of three (3) arbitrators in an arbitration administered by the International Centre for Dispute Resolution (ICDR) in accordance with its International Arbitration Rules in effect at the time the arbitration is initiated. Any such arbitration will take place at the offices of the ICDR in New York, New York, and will be conducted in the English language. Any monetary awards will be in USD. The arbitrators will be empowered to award declaratory and interim relief. The prevailing party will be entitled to recover its reasonable attorneys' fees, expenses, and costs as determined in the discretion of the arbitrators. Judgment on any award rendered pursuant to this Section may be entered by any court having jurisdiction thereof or over the relevant party or its assets. The U.N. Convention on Contracts for the International Sale of Goods does not apply to the Order or these Terms.

20. Severability and Waiver. If any provision of the Agreement or these Terms is deemed 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. No waiver by Umicore of any of the provisions of the Agreement or these Terms is effective unless explicitly set forth in writing and signed by Umicore. Any delay or failure to exercise any right, remedy, or privilege arising from the Agreement or these Terms will not constitute a waiver thereof. No single or partial exercise of any right, remedy, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, or privilege.

21. Amendment and Assignment. Any amendment or modification of the Agreement or these Terms will be null and void and of no force unless it: (i) is in writing; (ii) is signed by a duly authorized representative of each party; (iii) expressly refers to the specific provision to be amended; and (iv) expressly indicates the parties' agreement to amend such provision. Customer shall not assign, delegate, or subcontract its rights or obligations under the Agreement or these Terms without the prior written consent of Umicore, and any attempted assignment, delegation, or subcontract without such consent will be void.

22. No Third-Party Beneficiaries. The Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

23. Notices. All notices, consents, claims, demands, and waivers hereunder (each, a "Notice") must 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 must 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 the 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 requirements of this Section.

24. Survival. The following Sections will survive the expiration or termination of the Agreement and remain in full force: 4.c. (Infringement); 4.d. (Intellectual Property); 6.d. (No Encumbrances); 8 (Payment Terms); 11.b. (Trade Compliance); 15 (Disclaimer and Limitation); 16 (Confidentiality); 17 (Setoff); and 18 (Governing Law and Arbitration).