

UMICORE POLAND GENERAL PURCHASE CONDITIONS

1. Definitions

In these General Purchase Conditions the following definitions apply:

Buyer: Umicore Poland with its registered office in Wrocław (53-333), Powstańców Śląskich Street, 2-4, registered in the National Court Registry at the District Court for Wrocław–Fabryczna in Wrocław, VI Department of Entrepreneurs of the National Court Registry, the registration number (KRS): 0000739966, tax identification number (NIP): 8992847719, the share capital: 52.200.000,00 PLN (fully paid).

Seller: any party that supplies goods to the Buyer, provides services to the Buyer or has agreed with the Buyer to do so.

Agreement: any agreement between the Buyer and the Seller on the purchase of goods and/or services.

As a valid Agreement are also considered:

- any Buyer's order together with a Seller's acceptance of a valid order, delivered to the Buyer,
- any Seller's offer together with a Buyer's acceptance of an offer, delivered to the Seller.

Parties: Buyer and Seller.

Party: Seller or Buyer.

Umicore Group: a group of companies affiliated by persons or capital, in which Umicore International S.A. with its registered office in Brussels, Belgium, is a parent company.

2. Applicability

2.1. These general purchase conditions are applicable to all Agreements.

2.2. The Seller's general terms and conditions are hereby expressly excluded, unless it has been explicitly agreed otherwise in writing. If a conflict occurs between the present General Purchase Conditions and conditions applied by the Seller, the Seller's offer or a separate agreement concluded with the Seller, then the present conditions shall prevail.

2.3. Any modification to a Seller's offer made by Seller and not accepted by Buyer in writing is considered as null and void.

2.4. In case of nonconformity between the English and the Polish text of the General Purchase Conditions, unless otherwise expressly agreed between the Parties, the English text will prevail. The Buyer reserves the right to modify these General Purchase Conditions at any moment. The new General Purchase Conditions come into force on the day of their publication on the website of the Buyer or delivery to the Seller, whichever occurs first.

3. Formation of the Agreement

3.1. Any offer made by the Seller is irrevocable.

3.2. Any Agreement between the Seller and the Buyer is formed no sooner than the Buyer has expressly accepted an offer from the Seller in writing.

3.3. Any costs incurred with respect to the drafting of offers are borne by the Seller.

3.4. Anytime the present General Purchase Conditions refer to the writing form of communication between the Parties, it is understood as both written form and electronic correspondence (e-mail) sent to the address or electronic address indicated in the Agreement. The delivery is understood either as reception of the written document delivered by post or reception of an electronic message (e-mail).

3.5. In case a separate written agreement is concluded with the Seller, the provisions of these General Purchase Conditions replace the conflicting provisions of the agreement.

4. Delivery of goods

4.1. Delivery of goods should take place in the manner and at the place and time set out in the Agreement and according

to the INCOTERMS rule of Delivered Duty Paid as per Incoterms 2010 (ICC Publication N°715).

4.2. When shipping, the relevant rates, transport and packing regulations of the railway, road transport, sea carriage and air traffic etc. must be observed by the Seller, in particular with respect to any regulations on customs and dangerous goods. In addition, shipping options most favourable for Buyer shall be selected unless Buyer has explicitly given specific instructions on shipping. In case of a doubt, the Seller shall contact the Buyer to determine the details of shipping/performance.

4.3. The Seller is not allowed to deliver the goods sooner than stipulated in the Agreement except with the prior written consent of the Buyer. Should the Seller deliver any goods before the date stipulated in the Agreement, without the above mentioned consent, the early delivery shall be at Seller's own risks and the payment of this delivery will not be effected before the initial date foreseen in the Agreement.

4.4. The mere fact of exceeding the delivery time by the Seller results in the Seller being in default. Moreover, in case of total or partial failure or delay in the delivery at the due date, the Buyer reserves the right to cancel all or part of the order under the Agreement and to place automatically such cancelled part of the order under the agreement with another contractor at Seller's expense and risks and without any summons being necessary therefore.

4.5. Without prejudice to the provision in the previous paragraph, the Seller is obliged to inform the Buyer immediately of any delay or foreseeable delay in the execution of the Agreement.

4.6. Unless otherwise agreed in writing, the Seller is not entitled to make partial deliveries. If the execution of partial deliveries has been agreed, then delivery is, for the purposes of these General Purchase Conditions, also deemed to mean a partial delivery.

4.7. The delivery is complete at the moment when the goods have been received by or on behalf of the Buyer and the Buyer has signed for delivery. Any acceptance of delivered goods by the Buyer shall not constitute a waiver of any right by the Buyer. The latter signing does not affect the fact that the goods delivered can be rejected later.

4.8. The Seller is not entitled to suspend its delivery obligation if the Buyer fails to perform one or more of its obligations.

4.9. The Buyer is never bound by any period set by the Seller in which the Buyer should inform the Seller that the goods delivered have been rejected or after which the Buyer can no longer lodge a complaint.

4.10. The Seller, its agents and personnel are required to abide by the Buyer's safety regulations, confidentiality obligations and rules of conduct while on the Buyer's property, in addition to all rules and regulations imposed by law.

4.11. Where subcontractors are engaged, they shall identify the Seller (not Buyer) as customer in all shipping documents and correspondence between subcontractors and the Seller and shall indicate Seller's order information.

4.12. On the loading units (upwards of 1 metric ton), the unit weight must be affixed in a well visible and permanent manner.

4.13. Only packaging complying with the objectives and requirements of the Polish environmental law, in particular with the Act on packaging and waste packaging management in its current version shall be applied and accepted.

4.14. Where for deliveries by the Seller waste products within the meaning of environmental law are generated beyond the packaging, the Seller must process or remove such waste, except where otherwise agreed in writing, at its own expense in accordance with the provisions of

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environmental law. To the furthest extent permitted by legal provisions in force, all environmental law obligations connected to the performance of the Agreement shall be carried out by the Seller and the Buyer shall be exempted from any liability arising therefrom.

5. Execution of services

5.1. The execution of services must be effected in the manner and at the time as set out in the Agreement.

5.2. Exceeding the time set for the provision of services by the Seller results in the Seller being in default. Moreover, in case of total or partial failure or delay in the completion at the due date, the Buyer reserves the right to cancel all or part of the order under the Agreement and to place automatically such cancelled part of the order with another contractor at Seller's expense and risks and without any summons being necessary therefore.

5.3. The provision of services is completed when the Buyer has confirmed in writing that the services provided have been performed or that the services provided have been approved. Any confirmation of completion of provided services by the Buyer shall not constitute a waiver of any right by the Buyer.

5.4. The Seller may only instruct sub-contractors to carry out services with prior written consent from the Buyer. The Seller is obliged to impose on any subcontractor all obligations with regards to the tasks assumed and must ensure such compliance with them as it itself assumed in relation to the Buyer. The Seller is responsible for actions of its sub-contractors like for its own.

5.5. The Seller is not entitled to suspend the execution of services if the Buyer should fail to meet one or more of its obligations.

5.6. The Buyer is never bound by any period set by the Seller in which the Buyer should inform the Seller that the provided services have been rejected or after which the Buyer can no longer lodge a complaint.

5.7. The Seller, its agents and personnel are required to abide by the Buyer's safety regulations, confidentiality obligations and rules of conduct while on Buyer's property, in addition to all rules and regulations imposed by law.

5.8. The Seller is obliged to maintain a quality control system such as that pursuant to at least EN ISO 9000 et seq. and/or ISO 14001.

5.9. In order to verify proper execution of the Agreement by the Seller, including fulfilling the quality standards by the Seller, the Buyer is authorised to check the Seller's system by way of quality audits ("Audit") that may be conducted every 4 months. In case of justifiable suspicion of infringement of the Seller's obligations under the Agreement, the limitation stipulated in the previous sentence does not apply.

5.10. Audits shall be carried out by the Buyer or independent auditor chosen by the Buyer ("Auditor").

5.11. Buyer will inform the Seller about the planned date of Audit, with 7 days prior e-mail notice.

5.12. The Seller is hereby obliged to provide the Auditor with all necessary documentation connected to performance of the Agreement and access to premises used for that purpose.

5.13. The Buyer shall bear the costs of the Audits provided that the Audit does not reveal any infringements or if the revealed breach is not material, that is it neither results in lowering quality of the service/goods provided, manner of thereof, nor causes any danger to whomever. Otherwise the cost of the Audit shall be covered by the Seller. If the Audit reveals any infringement the Buyer may call the Seller to change/improve the system within additional time period set by the Buyer. Upon the ineffective lapse of such time period, the Buyer may withdraw from the Agreement.

5.14. For the Seller's improper performance of the obligations stipulated in the section 5 of the present General Purchase Conditions, that is in particular for not allowing the Auditor to properly carry on the Audit, for impeding the Audit or for refusal to change/improve the systems of Seller according to section 5.13. above, the Seller shall pay the Buyer a contractual penalty amounting to 0.1 % of the net value of any Agreements in force and/or performed within the last 3 months for each day of delay. The assertion of additional damage claims beyond the contractual penalty stipulated above is not excluded.

6. Ownership and risk

6.1. Ownership and risk of goods are transferred to the Buyer at the moment of delivery, unless (i) it has been agreed otherwise or (ii) the goods are rejected by the Buyer upon or after delivery.

6.2. The Seller guarantees that unencumbered ownership of goods is acquired.

6.3. The Seller waives any retention rights and rights of revendication it may have.

6.4. The Seller has to take out insurance against transit damage, at its own risk and expense.

7. Prices, Invoices and Payment

7.1. All prices are fixed, not amendable and apply Delivered Duty Paid as per Incoterms 2010 (ICC Publication N°715) and including sound packing material and/or any other costs incurred by the Seller with respect to the fulfillment of its obligations, unless it has been otherwise agreed in writing. As a rule, the packaging will be considered non-returnable. If the Seller requires the Buyer to return any packaging materials to the Seller, this must be clearly stated on the delivery note accompanying the order concerned, and any such returns shall be at the Seller's expense. No extra charges of any kind will be allowed unless prior written consent is specifically provided by the Buyer.

7.2. The Buyer shall pay the goods supplied or the services provided within 30 (thirty) days after the receipt of correctly addressed complete invoice and any relating documentation, unless otherwise agreed in writing and on condition that the goods supplied or the services provided have been approved.

7.3. Failure to comply with the requirements relating to invoice data, advice notes and packing lists set out in the Agreement or otherwise agreed, and failure to complete such documents with all necessary data will give the Buyer the right to suspend the Buyer's obligation to pay the Seller.

7.4. Any payment made by the Buyer shall not constitute a waiver of any right by the Buyer.

7.5. The Seller shall comply with all laws concerning VAT and will hold the Buyer exempt for any obligation to pay the VAT and other charges to the extent such VAT or other charges are due to the Seller's noncompliance.

7.6 The Seller should comply with Buyer's requirement in terms of proof of product origin, especially for the duty exemption cases where Free Trade Agreements are applicable.

8. Warranty

8.1 It is known to the Seller that the Buyer markets high-quality products and therefore the Seller warrants (a) that it is legally authorized to sell and deliver the goods to be supplied or the services to be provided, (b) that such goods or services meet the highest quality standards and are free from defective materials and workmanship, (c) that the use or sale of the goods or services will not infringe any third-party patent or other intellectual property right, (d) that the goods or services are complete with and accompanied by all data and instructions required for correct and safe usage,

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and (e) that the goods or services will be produced, sold and delivered in compliance with all applicable local, state and federal laws and regulations;

8.2. Furthermore and insofar as the Seller supplies goods or provides services relating to such products, the Seller warrants (a) that the goods to be supplied are merchantable and fit for the purpose contemplated by the Buyer, (b) that the materials used are new and conform to all specifications, including performance specifications required by Buyer or stated by Seller, and (c) when applicable and relevant that the delivered goods are compliant with the Restriction of Hazardous Substances (RoHS) European Directive 2011/65/EU and Commission Delegated Directive (EU) 2015/863 amending Annex II to Directive 2011/65/EU and with the provisions of the European Regulation (EC) n° 1907/2006 of the European Parliament and the Council of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH);

8.3. Furthermore and insofar as the Seller supplies services, the Seller warrants that the services provided will be performed expertly in a good and workmanlike manner and without interruption so that such completed services will be complete, free from faults and defects and in conformity with the following (collectively the “Standards”): (a) all accepted standards and practices customarily provided by an experienced and professional organization rendering the same or similar services, (b) any guarantee, specifications or standards requested by Buyer to Seller, and (c) all applicable laws and regulations.

8.4. If it appears that in all reasonableness the Seller will fail to meet its warranty obligations, then the Buyer is entitled to effect repair or replacement itself at the expense of the Seller or to have a third party effect such repair or replacement, without the Seller being discharged from its obligations under the Agreement.

8.5. Unless agreed otherwise in writing, a warranty period shall apply of at least five years as from the date of delivery of the goods or the execution of the services.

8.6. Any agreed warranty period shall be granted for its full period after the acceptance by the Buyer of a repaired good or a remedying service.

8.7. Any inspections by the Buyer of the goods or services shall not release the Seller from any claim, liability, or obligation. No waiver towards the Seller shall ever extend to the present Warranty.

9. Remedies

9.1. In the event that any goods or services supplied hereunder do not conform to the warranties, following the completion or termination of services, or any single project if the services are provided on a continual basis, or following the delivery of the goods, Seller shall take such action, at its cost, as is necessary to meet the warranties or Standards and shall bear the expenses of repairing of all other contractors destroyed or damaged by such defect or correction by the Seller. At the Buyer’s sole option, at the Buyer’s first request, and in addition to any other remedies available to Buyer hereunder or at law (including the right to damages), the Buyer may instruct the Seller to (i) repair or replace the goods, or supply what is missing, (ii) rectify such non-conformity at Seller’s expense (including any necessary shipping costs), or (iii) allow full credit for such non-conforming goods or services. Any costs related to this (including cost of repair and disassembly) shall be borne by the Seller.

9.2. The Seller shall indemnify against and hold the Buyer, its employees, agents, its affiliates and customers exempt from any loss, liability, expense or other detriment of any kind to the extent arising out of or in connection with the Seller’s supplying the Buyer with defective or non-

conforming goods or services, the performance of its obligations under this Agreement by Seller, its subcontractors or their respective employees, or any default of the Seller and its subcontractors under this Agreement. The foregoing indemnity includes, but is not limited to, any attorney’s fees including fees for enforcement or collection of this indemnity.

10. Liability

10.1. The Seller is liable for any loss that is suffered by the Buyer and/or any subsequent purchasers or users, including – eventually – the consumer of the goods delivered (whether or not processed) due to a failure of the Seller to meet its obligations and/or due to any act or failure to act by the Seller or by the Seller’s staff or any third parties engaged by the Seller. The Seller shall be liable for both direct and indirect losses.

10.2. The Seller shall indemnify the Buyer against any possible claims of the third parties with respect to the Agreement concluded between the Seller and the Buyer.

10.3. The Seller is obliged to take out sufficient insurance against the losses referred to in article 10.1. This insurance obligation also applies to any means which are in any way used in the execution of the Agreement. The Seller shall have a remark made on its insurance policies that any payout by the insurance company shall be made direct to the party that effectively suffered the loss. The Seller shall, at the Buyer’s first request, allow the Buyer to inspect the relevant policies.

10.4. Neither Buyer nor its employees, authorised representatives and agents are liable to the Seller, its subcontractors, employees, authorised representatives and/or agents for any damages, including loss of profit and consequential loss unless the damage has been caused by them intentionally. The Buyer and its employees, authorized representatives and agents are not liable to the Seller for any damages caused under the tort law unless legal provisions in force explicitly stipulate otherwise. In any case of establishment of any civil (in particular contract/torts) liability of the Buyer, its employees, authorized representatives and/or agents, such liability is limited only to actual losses (no loss of profit and/or consequential damages etc.) and in any case shall not exceed the value of 10% of the net value of the latest Agreement in force or PLN 50.000,00 (whichever lower).

10.5. If the goods or services are not supplied/rendered on the expected delivery date and such delay is due to the Seller’s fault, the Seller shall subtract an amount mentioned below from the Agreement value as a way of paying damages to buyer:

- 1% of total Agreement value per week of delay [initial four (4) weeks after delay],
- 1.5% of total Agreement value per week in delay [fifth (5th) week and after],

The amount of damages shall not exceed 7.5% of the total Agreement value.

Subtraction amount mentioned above shall always apply to the total value of the Agreement. The subtraction amount shall automatically become due without prior notice.

Notwithstanding the above-mentioned subtraction amount, the Buyer may cancel the Agreement by registered mail and reject the Seller’s delivery and work in whole if the delay period exceeds eight (8) weeks.

11. Recall

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11.1. If any defect in the goods delivered, becomes known to one of the parties, the party is obliged to inform the other party immediately of such defect, stating:

- a. the type of defect;
- b. the goods affected;
- c. any other information that may be relevant.

11.2. The Parties shall then in consultation with each other take any measures necessary given the circumstances. The measures to be taken may mean discontinuation of deliveries, discontinuation of the manufacturing of products, blocking of stocks of products (whether or not at customer's or the Buyer's) and/or a recall. Solely the Buyer is entitled to decide whether any measures and, if so, which of the aforementioned measures, will be taken and how the execution thereof shall take place. Insofar as applicable, the Buyer shall take into account, when taking such decision, that it markets high-quality products and therefore has to protect its reputation. The Seller should participate in any reasonable way in the execution of such measures and, insofar as the Seller is to blame, bears the costs thereof, without prejudice to the provisions of articles 8, 9 and 10.

11.3. The Seller is obliged to keep secret any information relating to measures that may or will be taken.

12. Intellectual property rights

12.1. The Seller grants to the Buyer a non-exclusive, eternal, irrevocable, global and transferable right to use any intellectual property rights regarding goods and/or services provided by the Seller. This right of use includes the rights to grant such right of use to (possible) purchasers or other third parties with whom the Buyer has relations in respect of the running of its business.

12.2. The Seller guarantees that the use (including resale) of goods supplied or services provided by the Seller will not infringe any intellectual property rights or other (property) rights of third parties.

12.3. The Seller indemnifies the Buyer against any claims by third parties arising from any infringement on the rights set out in article 12.2 of these General Purchase Conditions and the Seller shall compensate the Buyer for any ensuing losses.

12.4. Insofar as the Buyer makes available to the Seller any means of which the Buyer possesses an intellectual property right, such as but not limited to drawings, sketches, diagrams, specifications, computation notes, engineering documents and other documents relating to the order, the Seller acknowledges that the Buyer is and shall at all times remain the owner of such means and that the Seller shall not obtain any intellectual property rights or title as regards such means. The Seller shall manage all means referred to in this paragraph at its own risk and expenses and keep them strictly confidential. The Seller commits himself not to use the means for or have the means used by third parties unless the Seller has been authorized in writing by the Buyer to do so. Article 13 applies mutatis mutandis to any means referred to in this article 12.4.

12.5. If the Seller, within the scope of the Agreement, develops goods, in the largest possible sense of the word, for the Buyer, then any intellectual property rights to be invoked shall accrue exclusively to the Buyer. Any fee for this shall be deemed to be included in the agreed price of the goods. Insofar as necessary the Seller shall render full assistance in the creation or the transfer of such rights to the Buyer. Drawings, specifications and other documents prepared by the Seller pursuant to this Agreement shall become the property of the Buyer, and the Seller shall properly mark them as Buyer's property, and not claim or try to file any intellectual property rights in respect thereof.

13. Confidentiality

13.1. The Seller acknowledges that in the context and/or the execution of this Agreement it may come into possession of confidential information of the Buyer. Such confidential information shall remain the exclusive property of the Buyer and must not be disclosed to any third party or be used in any other way for any purpose other than the execution of the Agreement without prior written consent. The Seller will be held responsible for all damages caused by any breach of the confidentiality obligation by the Seller, its employees, officers, agents or subcontractors.

13.2. If the Seller chooses cloud computing as an instrument of data storage, thus exposing the confidential information to a higher risk of evasion and loss of data, hacking and infiltration of network, the Seller shall by this provision ensure the security and the quality of the cloud service used. To this end, the Buyer has the right to ask for data and proof concerning (i) the traceability of data ensured by the provider of the cloud, (ii) the security and the quality of the cloud service used, as well as (iii) the data processing, at the expense of the Seller.

13.3. Also, the Seller shall not disclose any information about its relationship with the Buyer to any third party without express written consent from the Buyer.

13.4. Moreover, it is strictly forbidden for the Seller, or any third party, to take photographs of installations or equipment, even when supplied or set up by the Seller, without prior written consent of the Buyer.

13.5. The Seller is obliged to impose the same obligation as referred to in the present article 13 upon its employees or any third parties it engages in the execution of the Agreement. The Seller warrants that such employees / third parties shall not act in breach of the duty of secrecy.

14. Force majeure

Each party shall be absolved from liability for any failure or lateness in performing its obligations hereunder when occasioned by any cause whatsoever not within the control of the party relying on such cause and which such party could not by reasonable diligence have avoided. In the event of force majeure on the part of one of the parties, the fulfillment of the Agreement shall be suspended for the duration of the force majeure period. If the situation of force majeure should last longer than fourteen (14) days, the other party shall have the right to terminate the Agreement with immediate effect and without court intervention by giving notice in writing, without any right to damages arising. Force majeure on the part of the Seller shall in no event be understood to mean: staff shortage, strikes, non-performance by any third party engaged by the Seller, transport problems on the part of the Seller or any third parties engaged by the Seller, failure of equipment, liquidity and/or solvency problems at the Seller or government measures affecting the Seller.

15. Termination

15.1. The Buyer may terminate the Agreement at any time for convenience, in whole or in part upon written notice.

15.2. The Buyer may, at its own discretion and at any time, terminate or suspend partially or fully the execution of all Agreements between the Parties or to terminate these Agreements partially or fully by giving notice in writing, without court intervention and with immediate effect, without the Buyer being liable to pay any damages, in the event of:

- (i) any breach by the Seller of any provisions of the Agreement;
- (ii) a procedure of judicial reorganization or a declaration of bankruptcy on the part of the Seller;
- (iii) guardianship order or appointment of an administrator on the part of the Seller;
- (iv) sale or termination of the business of the Seller;

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(v) cancellation of any licenses of the Seller that are required for the execution of the Agreement;

or

(vi) seizure of a major part of the Seller's business assets.

15.3. Any claims the Buyer may have or come to have against the Seller in the cases referred to above, shall be payable forthwith and in full.

15.4. Upon termination by the Buyer, the Buyer shall pay all goods and/or services delivered and completed, and an equitable settlement shall be arrived at for costs incurred by the Seller for goods or materials for services in process. If however, termination is occasioned by the Seller's breach of any condition, including breach of warranty, or by the Seller's delay, the Seller shall not be entitled to any claim of costs, and Buyer shall have against Seller all remedies provided herein, by law and equity.

16. No assignment

The Seller undertakes not to cede, assign or otherwise transfer its rights and/or obligations under the Agreement in whole or in part without the prior consent of the Buyer given in writing, otherwise null and void. The Buyer will not refuse to give its consent without justified reasons. The Seller hereby consents that Buyer may cede, assign and/or otherwise transfer its rights and/or obligations under the Agreement in whole or in part upon written notice to the Seller. Subject to the previous sentence the Parties unanimously agree that no entity, other than a Party hereto, may demand any rights or benefits under the Agreement from the other Party.

17. Buyer's Supplier Code – The Umicore Way and Eco-Friendly Purchasing Guidelines

17.1. Each Seller and any company affiliated with the Seller acknowledges that it has reviewed the Buyer Supplier Code ("The Umicore Way") and agrees that all of their activities shall be conducted in accordance with The Umicore Way. The Buyer may conduct every 4 months an audit or other checks on The Umicore Way compliance either performed by itself or any third party and each Supplier shall respond promptly to requests from the Buyer for information relating to compliance with The Umicore Way by it. The Umicore Way can be accessed at the internet address:

<https://www.umicore.com/en/about/the-umicore-way/>

17.2. The Seller should comply with the Buyer's Eco-Friendly Purchasing Guidelines (Attachment 1).

18. Sustainable Procurement Charter

The Seller shall comply with Sustainable Procurement Charter, published on Buyer's website <https://www.umicore.com/storage/main/umicore-sustainable-procurement-charter-2017.pdf>.

19. Personal Data Protection

Rules on processing of personal data shall be described in Attachment No. 2 hereto.

20. CE marking

Offered and delivered equipment or goods have to be compliant with Polish and European Union law requirements defined in the relevant directives or regulations, concerning the CE marking. All documentation as required by law shall be available in Polish. Buyer requires full support during process of risk assessment and certification of group of machines, where applicable.

21. Split payment

For invoices issued by the Seller with indication of their PL VAT number, the payment will be done by the Buyer by default under application of the Polish split payment

mechanism, regulated by Polish tax regulations, even if in a given situation application of such mechanism is not mandatory.

22. Settlement

The Buyer is entitled to deduct from the amounts which it owes for whatever reason to the Seller or to other companies forming part of the same group as the Seller the amounts which the Buyer or other companies forming part of the Umicore Group can claim for whatever reason from the Seller or from other companies forming part of the same group as the Seller. The Parties indemnify each other and each other's group companies against claims for payment of amounts which have been deducted on the grounds of the present article.

23. Applicable law / Disputes

21.1. The legal relationship between the Buyer and the Seller and any Agreements relating to such legal relationship, shall solely be governed by the law of the Poland. The provisions of the United Nations Convention on International Purchase Agreements (CISG, Vienna, 11 April 1980) are not applicable.

21.2. The exclusive place of jurisdiction is the place of registered office of the Buyer, provided that the Buyer shall always be permitted to bring any action or proceeding, against Supplier in any other court of competent jurisdiction.

24. Miscellaneous

In the event that any provision(s) of the Agreement shall be held invalid or unenforceable by a court of competent jurisdiction or by any future legislative or administrative action, such holding or action shall not negate the validity or enforceability of any other provisions hereof.

Attachment 1 - Eco-Friendly Purchasing Guidelines

Purpose

The purpose of these guidelines is to minimize the environmental impact of the Buyer's purchasing activities as part of the Buyer's sustainable business efforts.

Guidelines

1. Purchase eco-friendly products whenever possible.
2. It is preferable to purchase products and services that satisfy eco-friendly standards established by the government and widely known organizations.
3. Prioritize products that fulfill requirements for function, quality, and economic feasibility while having less environmental impact in all steps of production (i.e. energy consumption, waste production).
4. If the purchased item has a significant negative impact on the environment, encourage continuous improvement through partnerships with suppliers.
5. Through the Material Safety Data Sheet, confirm whether environmentally harmful substances and prohibited substances are used and identify the environmental risks in advance.
6. When evaluation is possible, consider efforts to save resources and eco-friendly design (e.g., miniaturization, lightweight) and materials when making purchases.
7. Prioritize products that are made with recycled materials or parts, or products that use recyclable materials.
8. Prioritize selection of products that clearly display information on the hazards or dangers associated with the environment, safety, and health, and that disclose the details in a transparent manner.

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Attachment 2 – Personal Data Protection

1. Due to providing services, the Seller may make available to the Buyer personal data which are processed by the Seller as a data controller, such as personal data of persons acting on behalf of the Seller or executing the agreement including its employees, cooperators etc. Umicore Poland sp. z o.o. shall become controller of such personal data [contact e-mail: Data_Protection@eu.umicore.com]. The Seller is obliged to inform aforementioned persons about rules of processing personal data by the Buyer stipulated in this Attachment No. 2.

2. The Buyer processes personal data for the purpose of entering into or performing an agreement (legal basis for its processing is necessity for the performance of a contract), the Buyer's and affiliated entities' marketing (legal basis for its processing is legitimate interest of Buyer or the third party), for the purpose connected with accounting or taxes (legal basis for its processing are provisions of law) and for the purposes of establishment, exercise or defence of eventual legal claims (legal basis for its processing is legitimate interest of the Buyer).

3. Recipients of personal data made available to the Buyer may be in particular entities performing courier service, accounting, tax consultancy, advisory, marketing, IT services, including, within aforementioned activities, related and affiliated entities as well as entities which may participate in executing agreement concluded with the Seller, e.g. notaries, another advisors, litigation adversaries etc.

4. Personal data shall be kept by the Buyer until the execution of the concluded agreement, objection to processing of personal data for the purposes of marketing, for the period stipulated by the provisions of law or for the period of limitation of possible claims prescribed by provisions of law, especially by Civil Code – depending on which of aforementioned terms is longer.

5. Person, whose personal data are processed by the Buyer shall have the right of access to his/her data and the right to request its rectification, erasure or restriction of processing, object to the processing of data or to transferring these data to another controller as well as a right to lodge a complaint with President of Office for Personal Data Protection on the terms specified by law.

6. Disclosure of personal data by the Seller is as a rule voluntary, but necessary for the performance of an agreement concerning legal assistance services. In case the disclosure of personal data is obligatory, Buyer shall inform the Seller about the legal basis of such obligation.

7. In the scope within which under the agreement concerning legal assistance services personal data are not made available, Seller as a controller (or processor - in this case it shall be indicated to the Buyer and the personal data shall be further entrusted within the framework of this agreement) outsources its processing to the Buyer in the scope necessary to perform the contract and instruct its processing. In particular set and scope of outsourced data results from Seller's specific actions with regard to the Buyer.

8. Buyer as a processor undertakes in particular to:

a. process the personal data only on documented instructions from the controller, including with regard also to transfers of personal data to a third country or an international organisation, unless required to do so by provisions of law, in such a case, the processor shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;

b. process personal data in compliance with the provisions of law and General Purchase and Conditions exclusively in

the scope and for the purposes necessary to perform agreement concerning legal assistance services for the period of its performance;

c. ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

d. take all measures required by provisions of law, in particular implement technical and organisational measures to ensure protection of personal data appropriate to risks and category of protected data, in particular to safeguard data from its disclosure to unauthorised persons, taking it away by unauthorised person, processing in non-compliance with provisions of law as well as alteration, loss, damage or destruction thereof;

e. respect the conditions for engaging another processor referred to in sec. 10 and 11 below and provisions of law;

f. taking into account the nature of the processing, assist the Seller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Seller's obligation to respond to requests for exercising the data subject's rights stipulated by provisions of law;

g. taking into account the nature of processing and the information available to the processor; assists the controller in ensuring compliance with the obligations stipulated by the provisions of law, in the scope prescribed by provisions of law;

h. makes available to the Seller all information necessary to demonstrate compliance by the Buyer as a processor of personal data, with the obligations stipulated in the provisions of law and allow for and contribute to audits, including inspections, conducted by the Seller or another auditor mandated by the Seller, on the rules set out in sec. 9 below. Buyer shall immediately inform the Seller if, in its opinion, the instruction given by Seller infringes the provisions of law.

9. Seller is entitled, not more than once per 18 months, to carry out an inspection of processing personal data by the Buyer, including exclusively control of the appropriate documentation and obtaining necessary explanations concerning provisions hereof. In any event of control, Seller shall deliver to the Buyer written notice of the intention to carry out an inspection, after receiving aforementioned notice Parties undertake to initiate discussions to determine in cooperation the scope and term of carrying out the inspection. Each Party is obliged to hold the discussions in good faith, respecting rightful interests of the other Party. Buyer may refuse to carry out the inspection in whole or in part, including disclosure of specific documents, in particular if the scope or term proposed by Seller may adversely affect the day-to-day operating of the Buyer or may be associated with business secret disclosure. The inspection is permissible only if Seller has a reasonable suspicion concerning infringement of provisions of law or Attachment No. 2 hereto by the Buyer. Seller is obliged to demonstrate circumstances justifying his suspicions in the notice of the intention of the inspection delivered to the Buyer. In case the Buyer recognizes demonstrated circumstances as insufficient, it may request from Seller supplementary explanations. Buyer shall not be obliged to comply to Seller's recommendations concerning quality of personal data safeguards or processing of personal data, prepared in the course of inspection or issued in the course of conducted audits.

10. Buyer may entrust personal data entrusted to it according to provisions of General Purchase Conditions to third parties exclusively for the purpose of correct performance of General Purchase Conditions, including agreement concerning performance of legal assistance services, to which Seller hereby gives consent.

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11. In case of entrusting mentioned in sec. 10 above, the Buyer shall ensure that the same data protection obligations as set out in General Purchase Conditions are imposed on the third party.

12. After termination or expiry of the agreement, Buyer, depending on decision of the Seller, undertakes to: immediately return to the Seller or delete in a manner identified in a record all personal data and delete all existing copies thereof, not later than within 30 working days from expiry or termination of agreement, unless there is a requirement to store the personal data stipulated by provisions of law.

13. The Seller ensures, that making personal data available or entrusting personal data to the Buyer shall each time take place in accordance with provisions of law. For the avoidance of doubt concerning rules regarding Buyer's liability for performing obligations in compliance with Attachment No. 2 hereto, General Purchase Conditions shall be applicable. In the scope in which in the course of performing agreement concluded with Seller, another entity is contacting the Buyer on instruction from the Seller (in particular company from the same capital group), the Seller declares that this entity has acquainted with and accepted General Purchase Conditions in the scope of Attachment No. 2 hereto and provisions connected therewith, which apply to it accordingly (in particular form the basis of making personal data available or entrusting the personal data).