

## GENERAL TERMS AND CONDITIONS OF SALE

**1. Applicability and Entire Agreement.** These General Terms and Conditions of Sale (“Terms”) apply to and are incorporated into any offer, quotation, confirmation, or agreement (“Agreement”) to which they are attached or referenced, constitute the entire agreement between you (“Buyer”) and Umicore Precious Metals Chemistry USA, LLC (“Umicore”) for the sale of goods, and supersede all prior discussions, proposals, negotiations, representations, and agreements. The sale of any goods by Umicore is subject to and expressly conditioned upon Buyer’s acceptance of these Terms. If there is a discrepancy between the Agreement and these Terms, then the Agreement prevails. Any terms or conditions submitted by Buyer to Umicore, which are inconsistent with, different than, or additional to these Terms are rejected. Fulfillment of Buyer’s purchase order does not constitute acceptance of Buyer’s terms and conditions and does not modify or amend these Terms. Any amendment or modification to these Terms or the Agreement requires Umicore’s written consent.

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

**3. Delivery and Acceptance.** Unless otherwise set forth in the Agreement, all goods will be delivered EX Works Umicore’s factory (Incoterms® 2010). Risk of loss shall pass to Buyer upon shipment. Each delivery constitutes a separate sale. All delivery times set forth in the Agreement are only non-binding estimates. Buyer may not reject goods or be entitled to a reduction in price simply because goods are delivered outside of such times. Buyer shall inspect all goods within five (5) business days of their receipt and provide Umicore with written notice of acceptance or rejection. If Buyer fails to provide Umicore with such notice, then goods will be deemed accepted by Buyer “AS IS.”

**4. Price and Transfer of Title.** Unless otherwise set forth in the Agreement, the price of goods excludes all taxes, duties, fees, and other charges, which are the responsibility of Buyer. If Umicore is required to collect or pay any such taxes, duties, fees, or charges upon the sale of goods, then Umicore may add such amounts to the price and they will be paid by Buyer. Title to goods will transfer from Umicore to Buyer upon shipment. Buyer assumes all risk and liability for, and hereby agrees to indemnify and hold Umicore harmless from and against, all losses, liabilities, damages, and claims whatsoever (whether for personal injury, property damage, or otherwise), arising out of the transportation, unloading, storage, handling, or use of any goods after title passes to Buyer.

**5. Payment Terms.** Unless otherwise set forth in the Agreement, Buyer shall pay for goods within thirty (30) days of the date of the applicable invoice. If Buyer’s creditworthiness changes, Umicore may demand: (i) advance payment for goods; or (ii) other means of financial security, including a letter of credit. In addition to any other legal remedy, if Buyer is in default, Umicore may cancel all further deliveries to Buyer. Buyer shall make all payments unconditionally and without any setoff, recoupment, or counter-claim. All past-due amounts will incur interest at a rate of one percent (1%) per month. Buyer shall be responsible for all costs and expenses incurred by Umicore, including attorneys’ fees.

**6. Termination.** Unless otherwise set forth therein, Buyer may not terminate the Agreement. If the Agreement may be terminated, Buyer shall reimburse Umicore for all costs and expenses incurred by Umicore as a result of performing the Agreement prior to the date of termination. Such costs and expenses may include, without limitation, raw materials, labor, and production costs. In addition to any remedies that may be provided under these Terms, Umicore may terminate the Agreement with immediate effect upon written notice to Buyer if Buyer: (i) fails to pay any amount when due under the Agreement; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

**7. Limited Warranty.** Umicore hereby warrants to Buyer that the goods will, at the time of delivery, materially comply with Umicore’s printed specifications. Buyer’s sole and exclusive remedy for any breach of the foregoing limited warranty is, at Umicore’s option: (i) repair or replacement of the non-conforming goods; or (ii) reimbursement of that portion of the purchase price attributable to the non-conforming goods. Any claim under this limited warranty must be made within fifteen (15) days after Buyer is aware of the alleged non-conformity, and, in any event, no later than twelve (12) months after delivery. This warranty does not cover goods which: (a) have been subject to misuse, negligence, accident, or improper maintenance or storage; (b) have been altered without Umicore’s prior written consent; or (c) based on Umicore’s examination, do not disclose to Umicore’s satisfaction nonconformance to this warranty. Umicore makes no warranty as to the intended use or application of the goods by Buyer. Goods may not be returned without written authorization from Umicore and all costs of return will be the responsibility of Buyer. **UMICORE HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED AND WHETHER ARISING BY OPERATION OF LAW, COURSE OF DEALING OR USAGE OF TRADE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**8. Disclaimer of Damages and Limitation of Liability.** To the maximum extent permitted by applicable law, UMICORE HEREBY DISCLAIMS, AND SHALL NOT BE LIABLE TO BUYER, FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING OUT OF THE DELIVERY, NON-DELIVERY, SALE, RESALE, OR USE OF THE GOODS, LOST PROFITS OR PRODUCTION DOWNTIME, WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, AS A RESULT OF THE AGREEMENT OR THESE TERMS, EVEN IF UMICORE HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. Umicore’s maximum liability under the Agreement and these Terms shall not exceed the purchase price of the goods for which any claim is made.

**9. Severability and Assignment.** If any provision of the Agreement or these Terms is deemed by a court of competent jurisdiction to be 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. Buyer may not assign its rights or delegate any of its obligations under the Agreement or these Terms without the prior written consent of Umicore. Any such assignment or delegation shall be null and void. Umicore has the right to assign any of its rights or obligations under the Agreement or these Terms to any subsidiaries or affiliates.

**10. Confidentiality.** Buyer shall treat the Agreement and any confidential information provided by Umicore as confidential and shall not disclose it, or its contents, to any third party without the prior written consent of Umicore.

**11. Setoff.** Umicore may, without prejudice to its other rights and remedies, setoff any liability that Umicore owes to Buyer against any liability that Buyer owes to Umicore, regardless of whether such liability is matured or liquidated.

**12. Force Majeure.** Umicore shall 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.

**13. Compliance.** Buyer shall handle, store, process, use, and transfer goods in compliance with all applicable: (i) safety information provided by Umicore; and (ii) laws, rules, and regulations, including, without limitation, those regarding environmental health and safety. Buyer hereby represents to Umicore that Buyer is a sophisticated consumer and possesses all requisite skill and expertise necessary to handle, store, process, use, and transfer the goods, which may contain toxic, hazardous, or otherwise dangerous substances.

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

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

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

**17. No Waiver.** No waiver by Umicore of any of the provisions of the Agreement is effective unless explicitly set forth in writing and signed by Umicore. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from the Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

**18. No Third-Party Beneficiaries.** The Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall 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.

**19. Notices.** All notices, request, consents, claims, demands, waivers, and other communications hereunder (each, a “Notice”) shall be in writing and addressed to the parties at the addresses set forth on the face of the Agreement or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt of the receiving party, and (ii) if the party giving the Notice has complied with the requirements of this Section.

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

**21. Export Compliance.** The goods, including any software, documentation, and technical data related thereto (collectively, “Controlled Goods”), may be subject to certain U.S. export laws, rules, and regulations (“Export Laws”). Buyer shall not export, re-export, or release any Controlled Goods, directly or indirectly, to any jurisdiction to which, or person to whom, such export, re-export, or release is prohibited by any applicable Export Laws. Buyer 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 Buyer or any of its shareholders, directors, officers, employees, affiliates, successors, permitted assigns, customers, agents, distributors, resellers, or vendors. It is Buyer’s responsibility to obtain any export license or other approvals, and Buyer will complete any documents requested by Umicore prior to exporting, re-exporting, or releasing any Controlled Goods.