

GENERAL TERMS AND CONDITIONS

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

- a. **"Agreement"** means any agreement between the Parties pursuant to which Umicore sells Metal to, or maintains a Metal Account on behalf of, Customer, including, without limitation, any such agreement reached by e-mail or telephone.
- b. **"Customer"** means the party purchasing Metal from, or having a Metal Account maintained by, Umicore.
- c. **"Metal"** means precious metal, including, without limitation, gold, silver, platinum, palladium, rhodium, iridium, and ruthenium.
- d. **"Metal Account"** means any unallocated Metal pool or weight account.
- e. **"Parties"** means Customer and Umicore, collectively.
- f. **"Terms"** means these General Terms and Conditions.
- g. **"Umicore"** means Umicore Precious Metals NJ, LLC.
- h. **"USD"** means U.S. Dollars.

2. Entire Agreement. These Terms apply to and are incorporated into any Agreement to which they are attached or referenced as though the Terms were fully set forth in such Agreement. Together with the Agreement, these Terms: (i) constitute the entire agreement between the Parties regarding the sale of Metal or maintenance of a Metal Account by Umicore; (ii) supersede all prior or contemporaneous discussions, proposals, negotiations, representations, warranties, agreements, and communications, both written and oral, regarding the same; and (iii) exclude any terms or conditions provided by Customer, which will be null and void and of no force. THE SALE OF METAL OR MAINTENANCE OF A 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 PREVAIL TO THE EXTENT OF THE DISCREPANCY UNLESS OTHERWISE STATED IN THE AGREEMENT. ANY TERMS OR CONDITIONS SUBMITTED BY CUSTOMER TO UMICORE THAT ARE INCONSISTENT WITH, DIFFERENT THAN, OR ADDITIONAL TO THESE TERMS ARE 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. Any amendment or modification to these Terms or the Agreement will be null and void and of no force unless it: (a) is in writing; (b) is signed by a duly authorized representative of Umicore; (c) expressly refers to the specific section of the Terms or Agreement to be amended; and (d) expressly indicates Umicore's agreement to amend such section.

3. Metal Trading and Transfer Accounting. 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 from or to Umicore; or (iii) transfer of Metal from or to another Metal Account. Umicore may, in its sole discretion, reject any Metal delivered by or for a Customer. 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 that Metal is fungible, and Umicore may deal with Metal in any manner it sees fit, including the commingling, consignment, lease, or disposition thereof subject to the undertakings provided herein. Umicore may reverse any mistaken credits in a Metal Account by debit entry without liability to Customer. Umicore may require the maintenance of a separate Metal Account for each Metal. Customer's Metal Account may reflect a negative balance only with Umicore's 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/or close the Metal Account at Customer's cost.

4. Release of Metal. Umicore will release a quantity of Metal, not exceeding the then-current credit balance, from Customer's Metal Account following receipt of instructions from Customer's authorized representative. The release will occur as promptly as practical following Umicore's receipt of such instructions, but no later than 3 weeks thereafter. Delivery of released Metal will be made in accordance with and subject to Section 8(Delivery) and Section 9(Price and Title). Customer may request that a quantity of Metal, not exceeding the then-current credit balance, be transferred to the Metal Account of a third party or transferred for release to Customer at a location other than Umicore's facility. Any such transfer 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 of Metal subject to payment by Customer of Umicore's fees for such services.

5. Account Instructions. Instructions from Customer over the telephone become binding only upon Umicore's: (i) express consent; or (ii) execution of the requested transaction. By placing an order over the telephone, Customer accepts these Terms. Customer agrees that all calls may be monitored and recorded. Umicore

shall not be liable for any damages caused by misunderstandings or miscommunications resulting from verbal communications with Customer. In the event of non-execution or inadequate execution of Customer's instructions, Umicore shall be liable only in the event of proven intentional misconduct.

6. Statements. Statements for Metal Accounts will be issued monthly, but no statement will be issued for zero-balance or inactive Metal Accounts. Customer will review each statement carefully 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 errors contained therein, unless Customer provides written notice of the error within 30 days following 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.

7. Orders. All offers and quotations provided by Umicore are non-binding and subject to change. All orders provided by Customer, even if submitted pursuant to an offer or quotation, will only be deemed accepted upon express confirmation by Umicore. Once accepted by Umicore, orders are non-cancellable. By placing an order, Customer accepts these Terms.

8. Delivery. Metal will be delivered Ex Works Umicore's facility (Incoterms® 2010). Risk of loss will pass to Customer upon shipment and each delivery constitutes a separate sale. Delivery times in the Agreement are only non-binding estimates. Customer may not reject Metal or be entitled to a price reduction because the Metal is delivered outside of such times. Customer shall inspect all Metal within 5 business days of its receipt and provide Umicore with written notice of acceptance or rejection. If Customer fails to provide Umicore with such notice, then the Metal will be deemed accepted by Customer "AS IS."

9. Price and Title. The price of Metal will be as expressly agreed upon by the Parties. The price excludes all taxes, duties, fees, and other charges, which are the sole 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 of the Metal and they will be paid by Customer. Title will transfer from Umicore to Customer upon shipment or payment, whichever is earlier. Upon shipment, Customer assumes all risk and liability for, and will indemnify and hold Umicore harmless from and against, all losses, liabilities, damages, and claims arising out of the transportation, unloading, storage, handling, or use of the Metal.

10. Payment Terms. Customer shall pay for the Metal on or before the value date agreed upon by the Parties. If Customer's creditworthiness changes before such date, then Umicore may demand advance payment or other forms of financial security, including a letter of credit. Customer will make all payments unconditionally and without any setoff, recoupment, or counter-claim. All past-due amounts will accrue interest at a rate of 1% per month. Customer shall be responsible for all costs and expenses, including reasonable attorneys' fees, incurred by Umicore in collecting such amounts.

11. Security Interest. To secure payment of the purchase price of the Metal, 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 (collectively, "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 Metal; (ii) all Metal in the Metal Accounts; (iii) all products, goods, work-in-process, inventory, and other personal property of every kind and nature that have been manufactured, produced, or otherwise result from each of the foregoing; (iv) 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 (v) 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 Metal is combined, mixed, or processed 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.

12. Resale. Customer may, in the ordinary course of its business, resell the Metal, subject to the Security Interest. Customer hereby assigns to Umicore all of Customer's claims arising from such resale, up to the value of the Metal at the time of resale. Customer may collect payments for such claims provided Customer has met all of its obligations to Umicore. If requested by Umicore, Customer shall notify its customers of such assignment and provide Umicore with all information and documents necessary for Umicore to enforce its rights against such customers. If Customer defaults under the Agreement or these Terms, then Umicore may revoke Customer's authorization to resell the Metal, collect the associated receivables, disclose the assignment of the receivables, and/or demand provisional surrender of the Metals at the expense of Customer, without rescinding the Agreement or granting any grace period. If the value of the collateral exceeds Umicore's claims against Customer by more than 10%, then Umicore shall release the collateral in excess of such limitation.

13. No Encumbrances. Except as otherwise set forth herein, until all amounts due to Umicore from Customer have been paid, Customer shall maintain the Metal free and clear of and from all liens and encumbrances. Customer shall not assign, pledge, or encumber any Metal Account or any interest therein.

14. Insurance. Customer shall secure and maintain insurance coverage on the Metal satisfactory to Umicore. Such insurance must: (i) be in an amount equal to at least the then-current market value of the Metal; (ii) insure against risks commonly associated with Customer's business; and (iii) name Umicore as an additional insured and the primary loss payee. At Umicore's request, Customer will provide a certificate of insurance evidencing such coverage.

15. Termination.

a. Unless otherwise set forth therein, Customer may not terminate the Agreement. If the Agreement may be terminated, 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.

b. Umicore may, in its sole discretion, declare Customer in default under the Agreement and these Terms, as applicable, if Customer: (i) fails to pay any amount as or when due under the Agreement; (ii) has not otherwise performed or complied with any of these Terms; (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 relating 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").

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

d. If Umicore closes a Metal Account because of an 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.

16. No Warranty. Unless otherwise set forth in the Agreement, all services performed and Metal sold by Umicore hereunder are provided AS IS, WHERE IS. Umicore makes no warranty as to the intended use or application of the Metal by Customer. Metal may not be returned without written authorization from Umicore and, in that event, all costs of return will be the responsibility of Customer. UMICORE HEREBY DISCLAIMS ALL 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.

17. Disclaimer of Damages and Limitation of Liability. To the maximum extent permitted by applicable law, 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 THE DELIVERY, NON-DELIVERY, SALE, RESALE, OR USE OF THE METAL, LOST PROFITS, OR PRODUCTION DOWNTIME, WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, AS A RESULT OF THE AGREEMENT, THESE TERMS, OR THE SERVICES CONTEMPLATED THEREBY, EVEN IF UMICORE HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. UMICORE'S MAXIMUM LIABILITY UNDER THE AGREEMENT AND THESE TERMS WILL NOT EXCEED THE PURCHASE PRICE OF THE METAL FOR WHICH ANY CLAIM IS MADE. UMICORE'S MAXIMUM LIABILITY ON ANY CLAIM ARISING OUT OF OR RESULTING FROM ANY METAL ACCOUNT TRANSACTION WILL NOT EXCEED THE VALUE OF THE AGGREGATE NET QUANTITY OF METAL PROPERLY CREDITED TO SUCH METAL ACCOUNT.

18. Representations. Customer represents to Umicore that: (i) Customer is a sophisticated purchaser and possesses all requisite skill and expertise necessary to handle, store, use, and transfer the Metal, which may contain toxic, hazardous, or otherwise dangerous substances; (ii) Customer understands that Metal prices can be 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) Customer 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 or for investment or speculative purposes; (iv) all actions taken by Customer in connection with any Metal Account are duly and validly authorized and in compliance with all applicable laws, rules, or regulations; and (v) Customer will deal with its Metal Accounts solely as a principal.

Each individual acting for or on behalf of Customer represents 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.

19. Compliance. Customer shall handle, store, use, and transfer all Metal in accordance with all safety information provided by Umicore and in compliance with all applicable laws, rules, and regulations, including, without limitation, those regarding environmental health and safety. Customer shall comply with, and obtain all approvals, permits, certificates, and licenses required by, applicable law. The Metal, including any software, documentation, and technical data related thereto (collectively, "Controlled Goods") may be subject to certain: (i) trade laws, rules, and regulations, including without limitation, the Export Administration Regulations (EAR) of the U.S. Department of Commerce ("Trade Laws"); and (ii) anti-money laundering laws, rules, and regulations, including, without limitation, the U.S. Patriot Act ("AML Laws"). Customer shall comply with all applicable Trade Laws and AML Laws related to any Controlled Goods. Customer shall also complete any documents and provide such information as Umicore may reasonably request to ascertain Customer's identity and compliance with AML 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 licenses or other approvals required by any applicable Trade Laws. 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.

20. Severability and Assignment. If any provision of the Agreement or these Terms is deemed 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. Customer may not assign its rights or delegate its obligations under the Agreement or these Terms without the prior written consent of Umicore. Any such assignment or delegation will be null and void. Umicore may assign any of its rights or obligations under the Agreement or these Terms.

21. Confidentiality. Customer shall treat the Agreement and any sensitive, proprietary, or confidential information provided by Umicore ("Confidential Information") as strictly confidential. Regardless of form and whether marked, designated, or otherwise identified as "confidential," Customer shall: (i) not use Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under the Agreement or these Terms; (ii) not disclose or copy any Confidential Information without the prior written consent of Umicore; and (iii) treat Confidential Information with at least the same standard of care that Seller treats its own information of a similar nature, but with no less than a commercially reasonable standard of care. Umicore shall retain the exclusive right, title, and interest in and to all Confidential Information.

22. 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 15 (Termination).

23. 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.

24. Governing Law and Arbitration. The Agreement and these Terms are governed by the laws of the State of New Jersey, 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 Middlesex County, New Jersey. 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.

25. Changes. 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 product changes, then Customer shall submit a written request to Umicore for consideration. Within a reasonable period thereafter, Umicore shall notify Customer of its acceptance or rejection of

Customer's request. If accepted, Umicore shall provide Customer with its charges for the product change and a proposed implementation date.

26. 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 or privilege arising from the Agreement operates, or may be construed, as 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.

27. No Third-Party Beneficiaries. The Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and 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.

28. 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 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.

29. Taxes. Customer is responsible for and shall pay any tax, duty, fee, or other levy or charge imposed anywhere with respect to the establishment, issuance, sale, transfer, or assignment of a Metal Account or the purchase, sale, or delivery of any Metal credited thereto. Customer shall indemnify Umicore against any payments made by Umicore on account of said tax, duty, fee, charge or levy, whether correctly or incorrectly asserted. Except as provided in this Section, the provisions of Section 9 above will apply.

30. Survival. The following Sections survive the expiration or termination of the Agreement or these Terms: 9 (Price and Title), 15 (Termination), 17 (Disclaimer of Damages and Limitation of Liability), 19 (Compliance), 21 (Confidentiality), 24 (Governing Law and Arbitration), 26 (No Waiver), 27 (No Third-Party Beneficiaries), 28 (Notices), 29 (Taxes), and 30 (Survival).

31. Account Closing. Umicore may close a Metal Account at any time by notice to Customer specifying the effective date of the closing, which, in the absence of an Event of Default, shall be no less than 4 weeks after the date of the notice.