

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. Definitions.

In these general terms and conditions of purchase ("Terms and Conditions"), the following definitions apply:

Affiliate: with respect to either party, any corporation, enterprise or entity Controlling, Controlled by, or under common Control with, such party.

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

Buyer: any subsidiary of Umicore that has its registered office in Japan.

Control: in respect of a corporation, enterprise or entity, shall mean (1) the possession, directly or indirectly, of more than fifty percent (50%) of the shareholding interest of such corporation, enterprise or entity or (2) such other means to direct or cause the direction of the management and policies of such corporation, enterprise or entity (e.g., by contract).

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

Umicore: a company organized under Belgian law, with its registered address at Rue du Marais/Broekstraat 31, 1000 Brussels, Belgium, and registered with the Register of Legal Entities of Brussels under number 0401 574 852.

2.1 Scope; orders

2.1 These Terms and Conditions shall apply to deliveries and services of the Seller, unless otherwise agreed. Other general standard terms and conditions, in particular standard terms and conditions of the Seller, shall not apply even if they are not expressly objected to in an individual case or if ordered goods/services have been accepted without reservation.

2.2 Orders and their acceptance shall be in writing. Acceptance of orders shall be acknowledged on the form intended for this purpose on the order, unless otherwise agreed.

2.3 Oral agreements, of whatever nature, shall not be valid unless confirmed in writing by the Buyer. Written form shall also include confirmations sent by data transfer or fax.

2.4 If the Seller does not accept orders within two weeks of their receipt, these orders shall become invalid; provided, however, that if such orders are in the line of business with the Buyer with whom the Seller makes transactions ordinarily, the orders shall be deemed accepted.

3. Delivery; consequences of failure to meet delivery times

3.1 Agreed delivery times shall be binding. The Buyer shall be notified immediately of any circumstances which prevent the delivery time from being met or delay delivery. The time the goods are received or the service is completed at the Buyer's premises or at the place where they are to be delivered/performed as stated in the Agreement ("place of performance") shall determine whether the delivery time has been met.

3.2 Part deliveries shall require the consent of the Buyer.

3.3 The Seller is obliged to ensure that goods it has supplied or spare parts for them can be supplied to the Buyer at reasonable terms and conditions for a period of 15 years after the last delivery. If the Seller intends to discontinue supplying such goods or spare parts for them during this period of time or after this period of time expires, it shall inform the Buyer immediately in writing and give the Buyer the opportunity to place last orders.

3.4 If agreed delivery/performance times are not observed, the Buyer can demand for each complete week by which the deadline is overrun an amount of 0.5%, but a maximum of 5%, of the total order value as a penalty payment without having to furnish proof of damage or loss, unless otherwise agreed explicitly. In addition, the Buyer shall be entitled to claim statutory rights. Acceptance of the delayed delivery or service shall not constitute any waiver of compensation. The Seller shall be liable to pay the above even if no explicit reservation is specified when the goods or services are accepted.

4. Prices; terms of payment; transfer of risk

4.1 The price payable for the goods/services ("Price") and any other terms and conditions of purchase shall be not less favorable to the Buyer than stated in the Agreement and, the Price, unless otherwise stated in a document expressly accepted by the Buyer, shall be:

- a. inclusive of all charges including, but not limited to, packaging material, packing, shipping, loading, carriage, insurance and delivery of the goods/services to the delivery address, and any duties, imposts, levies or taxes (including any sales or use tax); and
- b. fixed for the duration of the Agreement.

4.2 Payment terms shall be as agreed to by the Buyer and the Seller in writing and set forth in the Agreement. Unless otherwise stated in the Agreement, the Seller shall invoice the Buyer for each goods/services on or after delivery of such goods/services to the Buyer and the Buyer shall pay such invoice net sixty (60) days from the date of receipt of the invoice if the Buyer raises no objection to the invoice.Seller

4.3 Without prejudice to any other right or remedy, the Buyer reserves the right to set off any amount owing at any time from the Seller or its Affiliates to the Buyer or any Affiliate of the Buyer against any sums payable by the Buyer to the Seller or Affiliates of the Seller under the Agreement or any other agreement or circumstance

4.4 Notwithstanding any terms relating to delivery and freight on this Agreement, the ownership and risk of loss in the goods/services shall remain with the Seller until the goods/services are actually delivered to and accepted at the destination designated in writing by the Buyer.

5. Acceptance

5.1 The Buyer shall be entitled to conduct inspection at the Seller's production premises at any time. Upon delivery, the Buyer shall have the right to inspect and test goods/services and the Seller shall not unreasonably refuse any request by the Buyer to inspect and test the

goods/services. The Buyer may return any rejected goods/services at the Seller's risk and expense. The right to reject shall extend to the whole or any part of a delivery. The Seller shall compensate to the Buyer all costs, losses, damages and expenses whatsoever actually incurred by the Buyer due to rejection of the goods/services and/or any additional expenditure actually incurred by the Buyer in obtaining other products to replace the rejected goods/services.

6. Shipment/Packaging

6.1 Notification of shipment of the goods shall be given by, at the latest, the time the deliveries leave the Sellers' works. The shipping address, the Agreement number, date of the Agreement, number of packages and contents shall be indicated on all notices of shipment, bills of lading and parcel labels. Consignments for which the Buyer is to bear all or part of the freight costs shall be transported at the lowest freight rates or according to the Buyer's shipping instructions. The shipping instructions, in particular the place where the goods are to be delivered, which is also the place of performance, shall be stated in the Agreement.

6.2 The Seller shall have the cargo secured by the carrier collecting it in order to prevent damage in transit due to the cargo being secured inadequately or not at all.

6.3 The goods/services shall be properly packed, clearly labeled and adequately protected against damage and deterioration in transit.

7. Notice of defects

In the event the goods or the services are provided, the Buyer shall check them for their correct quantity and quality, damage in transit, and obvious defects. Unless any deficiency in quantity or quality, damage, or defects are reported if they are discovered, the Buyer may not claim against the Seller to assume responsibility therefor.

8. Liability for defects

8.1 The Seller warrants to the Buyer that the ordered goods or services are free of defects and legal imperfections in title at the time of the passage of risk.

8.2 If the Buyer informs the Seller of the intended use and place of use of the goods to be supplied, the Seller warrants that its delivery and service are suitable for that use and place.

8.3 If a defect or imperfection in title exists, the Buyer shall be entitled to statutory warranty claims without reduction, unless otherwise agreed.

8.4 In principle, the Buyer shall have the right to select the manner of remedy. If the Seller does not begin with subsequent remedy as part of the Agreement, i.e. rectification of defects or delivery of a substitute, as soon as it has been requested to do so by the Buyer, the Buyer shall have the right in urgent cases, in particular to avert danger or avoid/limit damage, to carry out the manner of remedy selected by the Buyer, or to have it carried out by a third party, at the expense of the Seller. The Buyer shall have the same right if rectification of defects or delivery of a substitute fails or is refused.

8.5 If claims are asserted against the Buyer due to the infringement of third-party rights in connection with the Seller's delivery/service, the Seller shall be obliged to indemnify the Buyer against these claims upon written request. The Seller's obligation to indemnify the Buyer shall relate to ex-

penses necessarily incurred by the Buyer from or in connection with the claims asserted against it by a third party.

8.6 Claims for defects shall become time-barred – except in cases of intention to deceive– in 36 months starting from the passage of risk, unless otherwise agreed. If the Seller meets its obligation to remedy a defect by supplying substitute goods, the period of limitation for said goods shall commence anew after they have been delivered.

8.7. If in the course of the remedy of the defect removal and installation costs are incurring, the Seller undertakes to bear such costs as well as transport costs of the replacement part to and from the place of use in cases where the Seller in the scope of its delivery obligations originally was obliged to install the delivered part or if the defect was attributable to the Seller.

9. Software

9.1 The Customer shall obtain the right to use software that is part of the scope of delivery, including the documentation for it, with the agreed features and to the extent necessary for ensuring use of the software in compliance with the contract or permitted by law, such as the Copyright Act.

9.2 Before the software is shipped or installed on a system of the Customer or its end customers, the Supplier shall check it for viruses, Trojans and other computer malware using up-to-date, customary antivirus programmes.

10. Changes/Subcontract

10.1 Without being requested to do so, the Seller shall immediately inform the Buyer of changes in the composition of the processed material or design of its deliveries or services. The changes shall require the written consent of the Buyer. The same applies if the Seller intends to subcontract the whole or major part of its deliveries or services.

10.2 If the Seller intends to subcontract the whole or major portion of the deliveries and/or services, he shall first give notice to the Buyer and seek for the Buyer's written approval.

11. Product liability

11.1 If the Seller is responsible for damage outside the supplied goods and claims are asserted against the Buyer pursuant to product liability law, the Seller shall be obliged to indemnify the Buyer in this regard against claims for damages by third parties at the first time of request if the cause of the damage is in the sphere of responsibility of the Seller and the Seller itself is liable in relation to third parties.

11.2 As part of its liability under Section 11.1, the Seller is also obliged to reimburse any expenses incurred by the Buyer from or in connection with a warning issued or recall conducted by the Buyer.

Where possible and reasonable, the Buyer shall inform the Seller of the content and scope of the measures to be performed and coordinate them with the Seller. Other claims under product liability law shall remain unaffected.

12. Insurance

12.1 The Seller shall obtain and, at all times during the term of the Agreement, maintain at its own expense, with first rank insurance companies, insurance coverage as required by law or customarily subscribed to by product manufacturers of businesses similar to that in which the Seller is engaged.

12.2 In addition, during the Agreement and for a period of one (1) year thereafter, the Seller shall take out and maintain in force (i) a public liability insurance; and (ii) an extended product liability insurance, allowing cover up to amounts in line with prudent business practices.

12.3 Upon the Buyer's written request, the Seller shall provide the Buyer insurance certificates including the detail of the coverage provided and the policy period. The Seller shall: (a) do nothing to invalidate any insurance policy or to prejudice the Buyer's entitlement under it; and (b) notify the Buyer if any policy is (or will be) cancelled or its terms are (or will be) subject to any substantial change.

13. Safety; protection of the environment

The Seller shall ensure that its deliveries and services meet the environmental protection, accident prevention and work safety or further security or safety relevant regulations in force at the premises of the Buyer or other known place of performance, in order to avoid or reduce harmful impacts on human beings and environment.

14. Models and tools; confidentiality

14.1 Any models and tools which are produced by the Seller at the Buyer's expense shall become the property of the Buyer upon payment for them. They shall be treated with care by the Seller, indicated as property of the Buyer and – where possible – stored separately from the other products of the Seller, as well as insured at the expense of the Seller against disasters such as fire, water, theft, loss and other damage. Resale of the parts produced using these models and tools shall not be permitted without the express written approval of the Buyer.

14.2 Documents, drawings, plans and sketches and other know-how of the Buyer which the Buyer entrusts to the Seller for producing the ordered delivery and/or service, in whatever form (in writing, by fax, by e-mail or on electronic data carrier) shall remain the property of the Buyer.

They are trade secrets of the Buyer and shall be treated confidentially. The Seller undertakes to treat them with care, to make them available only to employees who need them for fulfilling the Agreement and who are in turn obligated to maintain confidentiality, not to make them available to third parties, to make copies only for the purpose of executing the order, and to return all documents, including copies of them, to the Buyer upon completion of delivery.

15. Personal Information Protection Act

The Buyer shall maintain, with due care of a prudent manager, the confidentiality of the Seller's personal data obtained legitimately in the course of business and use the same only for the implementation of this Agreement. The Seller is entitled to request the Buyer to delete, amend, or cease the use of the Seller's personal information.

16. Anti-Social Behaviour

Each party represents and warrants that: (i) is not any crime syndicate, crime syndicate member, crime syndicate quasi-member, entrepreneur associated with a crime syndicate, corporate extortionist (sokai-ya), etc., social campaign advocate racketeer (shakai undo hyobo goro), political campaign advocate racketeer (seiji undo hyobo goro), violent group with special intelligence, etc. or any similar person (each, an "Anti-Social Force") or any persons closely connected with any Anti-Social Forces (each, an "Anti-Social Forces Associate"), (ii) has no dealings with any Anti-Social Forces Associate, and has no relationship with any Anti-Social Forces Associates, whether direct or indirect, and regardless of the context and extent, and (iii) has never

fallen under (i) or (ii) in the past and has no plan to fall under (i) or (ii) in the future. Buyer, whether by itself or through any third party, (x) is not committing any act of making violent demands, act of making unreasonable demands in excess of legal responsibilities, act of using intimidation or violence with respect to a transaction, or any other similar act (collectively, "Anti-Social Acts"), and (y) has never committed any Anti-Social Act in the past and has no plan to commit any Anti-Social Act in future. Each party shall be entitled to terminate this Agreement and request for damages without any notice and any and all obligations of the party owed to the other party shall become due and payable and the other party shall immediately repay such obligations, if the other party breached the representations and warranties above.

17. Termination and Remedies

17.1 The Buyer may terminate all or any part of this Agreement at any time or times by written notice to the Seller: (a) if the Seller fails to observe or comply with any covenants, terms, conditions or warranties contained in this Agreement; or (b) if the Seller, in the Buyer's opinion, fails to make progress so as to endanger performance or shipment in accordance with this Agreement. Upon termination, the Buyer may purchase or otherwise acquire the goods/services ordered under this Agreement elsewhere on such terms or in such manner as the Buyer may deem appropriate, and the Seller shall be liable to the Buyer for any excess costs or the expenses incurred by the Buyer.

17.2 The Buyer shall be entitled to unilaterally terminate this Agreement in whole or in part for any reason upon 30 days' prior notice to the Seller, and under such circumstance, the Buyer shall pay to the Seller reasonable expense occurred for the purpose of this Agreement with sufficient proof documents provided by the Seller under the Buyer's request.

17.3 In addition to clause 17.1 and 17.2, the Buyer shall have all other rights and remedies provided by law and under this Agreement, and all of Buyer's rights and remedies shall be cumulative and none shall be considered exclusive. Upon termination, Buyer's only responsibility to Seller shall be the purchase price for the goods/service previously delivered to, inspected and accepted by the Buyer in accordance with this Agreement.

18. Status of the Seller

Nothing in these Terms and Conditions or any Agreement or purchase agreement relating to the goods/services shall create or be construed as creating a partnership, joint venture, a contract of employment or relationship of employer and employee, or a relationship of principal and agent between the Seller and the Buyer.

19. Insolvency of the Seller or the Buyer

If either party suspends payments or if either party or one of its creditors files for insolvency proceedings on such party's assets or similar proceedings on debt clearing, the other party can, without prejudice to its other statutory and contractual rights, at its discretion terminate the Agreement.

20. Umicore's Supplier Code-The Umicore Way

The Seller acknowledges that it has reviewed Umicore Supplier Code, including Code of Conduct and Sustainable Procurement Charter ("The Umicore Way") and agrees that all of its and its Affiliates' activities shall be conducted in accordance with The Umicore Way. The Buyer may from time to time carry out an audit or other checks on The Umicore Way compliance either performed by itself or any third

party and the Seller shall respond promptly to requests from the Buyer for information relating to compliance with The Umicore Way by it and its Affiliates. The Umicore Way can be accessed at the internet address: <http://www.umicore.com/en/corporate-governance/code-of-conduct> and <http://www.umicore.com/en/sustainable-procurement-charter>.

21. General provisions

21.1 The assignment of claims by either party without the express written approval of the other party shall be excluded.

21.2 The Terms and Conditions shall be subject to Japanese Law without giving effect to its principles of conflict of laws and to the exclusion of the U.N. Convention on Contracts (CISG).

21.3 Any dispute arising from or in connection with this Terms and Conditions shall be finally resolved through litigation at the Tokyo District Court as the court of first instance having exclusive jurisdiction.

21.4 If individual provisions of these Conditions of Purchase are or become invalid in full or in part, this shall not affect the remaining provisions.

21.5 These Terms and Conditions are written both in English and Japanese, if there is any discrepancy between the English version and the Japanese version, the English version shall prevail