

GENERAL TERMS AND CONDITIONS OF SALE

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

- a. "**Agreement**" means any offer, proposal, bid, quotation, purchase order, confirmation, or agreement regarding the sale of Goods.
- b. "**Goods**" means any goods sold by Umicore to Buyer pursuant to or in connection with an Agreement, including, without limitation, automotive catalysts and all equipment, parts, and materials related thereto.
- c. "**Terms**" means these General Terms and Conditions of Sale.
- d. "**Umicore**" means Umicore Shokubai USA Inc.

2. Applicability and 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 you ("**Buyer**") and Umicore for the sale of Goods; (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 Buyer, which will be null and void and of no force. **THE SALE OF ANY GOODS BY UMICORE IS SUBJECT TO, EXPRESSLY LIMITED TO, AND EXPRESSLY CONDITIONED UPON BUYER'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 BUYER TO UMICORE THAT 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 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. Orders. All proposals, bids, and quotations provided by Umicore are non-binding and subject to change. All purchase 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.

4. Delivery and Acceptance. Unless otherwise set forth in the Agreement, all Goods will be delivered FCA (Incoterms® 2010) Umicore's facility. Umicore reserves the right to cause Goods to be shipped from an affiliate's facility. Risk of loss will pass to Buyer upon shipment. Each delivery constitutes a separate sale. All delivery times set forth in the Agreement are non-binding estimates, and 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 (as defined below) of acceptance or rejection. If Buyer fails to provide Umicore with such Notice, then Goods will be deemed accepted by Buyer.

5. 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.

6. 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, then Umicore may demand advance payment for Goods or other means of financial security, including a letter of credit. In addition to any other legal remedy, if Buyer is in default, then Umicore may cancel all further deliveries to Buyer. Buyer shall make all payments unconditionally and without any setoff, recoupment, counterclaim, or withholding of payment of any fees due and payable under the Agreement by reason of any claim or dispute with Umicore, applicable law, or otherwise. All past-due amounts will incur interest at the lesser of one percent (1%) per month or the highest rate permissible under Michigan law. Buyer shall be responsible for all costs and expenses incurred by Umicore, including, without limitation, attorneys' fees, in connection with collecting such amounts.

7. Termination. Unless otherwise set forth therein, Buyer may not terminate the Agreement. If Buyer terminates the Agreement, then 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.

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

9. Limited Warranty. Umicore hereby warrants to Buyer that the Goods will, at the time of delivery, materially comply with Umicore's printed specifications ("**Warranty**"). Buyer's sole and exclusive remedy for any breach of the 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. Unless otherwise set forth in the Agreement, Buyer must provide written Notice to Umicore of any claim under the Warranty, specifying the particular non-conformance, within fifteen (15) days after Buyer becomes aware of the alleged breach of Warranty, and, in any event, no later than twelve (12) months after delivery, or such claim will be deemed to be barred and waived. The Warranty **DOES NOT** cover Goods that: (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 the 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, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.**

10. Disclaimer of Damages and Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UMICORE HEREBY DISCLAIMS ALL, AND SHALL NOT BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY, SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, ENHANCED, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING OUT OF THE DELIVERY, NON-DELIVERY, SALE, RESELL, OR USE OF THE GOODS, LOST PROFITS, OR PRODUCTION DOWN-TIME, WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, AS A RESULT OF THE AGREEMENT OR THESE TERMS, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR 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 GOODS FOR WHICH ANY CLAIM IS MADE.

11. 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 will be null and void. Umicore may assign any of its rights or obligations under the Agreement or these Terms to any subsidiaries or affiliates or in connection with the sale of all or substantially all of its business or assets.

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

13. Security Interest. To secure payment of the purchase price of the Goods, and Buyer's performance under the Agreement and these Terms, Buyer hereby pledges and grants to Umicore a continuing lien on, and purchase-money security interest ("**Security Interest**") in and to, all of Buyer's right, title, and interest in, to, and under the following collateral, wherever located and whether now existing or later acquired: (i) all Goods; (ii) all products, goods, work-in-process, inventory, and other personal property of every kind and nature manufactured, produced, or incorporating the Goods; (iii) all instruments, promissory notes, chattel paper, letters of credit, letter-of-credit rights, money, general intangibles, including payment intangibles, and all other contract rights arising from each of the foregoing; and (iv) all proceeds, products, profits, and income from each of the foregoing, including insurance proceeds. Buyer 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 Buyer's signature. If the Goods are combined or commingled with other goods to produce new products, then the Security Interest extends to such products and Buyer hereby assigns to Umicore all of Buyer's right, title, and interest in and to such products.

14. Confidentiality. Buyer shall not release or publish to any third party, whether orally or in writing, the Agreement or any specifications, designs, drawings, data, or other information provided by Umicore, whether oral, written, electronic, graphic, or otherwise, related to the Goods or the Agreement.

15. 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.

16. Force Majeure. Umicore will be excused from its obligations under the Agreement and these Terms to the extent prevented or delayed 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.

17. 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: (a) 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; and (b) has all necessary licenses, certificates, permits, and consents required to use the Goods.

18. Governing Law and Venue. The Agreement and these Terms are governed by the laws of the State of Michigan 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 Oakland County, Michigan. 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.

19. 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, then 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, then Umicore shall provide Buyer with its charges for the product change and a proposed implementation date.

20. 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.

21. 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.

22. 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.

23. 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.

24. Export Compliance. The Goods, including any software, documentation, and technical data related thereto (collectively, "Controlled Goods"), may be subject to US or Canadian 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.

25. Survival. The following Sections of these Terms survive the expiration or termination of the Agreement: 5 (Price and Transfer of Title); 7 (Termination); 8 (Infringement); 9 (Limited Warranty); 10 (Disclaimer of Damages and Limitation of Liability); 12 (Intellectual Property); 13 (Security Interest); 14 (Confidentiality); 15 (Setoff); 18 (Governing Law and Venue); and 24 (Export Compliance).