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 Specialty Materials Recycling LLC (“Umicore”) for the sale of goods and supplements these Terms. This Agreement is for the sole benefit of the parties hereto, and no person, firm, or corporation, whether by operation of law, course of dealing or usage of trade, shall be a third-party beneficiary of these Terms. In the case of any conflict between 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 hereby rejected. Acceptance of Buyer’s orders or purchase orders by Umicore 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. Orders and Deliveries. 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 and loss shall pass to Buyer upon shipment. Each delivery constitutes a separate sale. All claims for shortages, damages, or other changes, 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 invoice and charge them to Buyer. All goods will be shipped by 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 by personal injury, property damage, or otherwise), arising out of the transportation, unloading, storage, handling, or use of any goods after title passes to Buyer.

4. Price and Transfer of Title. Unless otherwise set forth in the Agreement, the price of goods sold may be increased within thirty (30) days of the date of the applicable invoice to reflect all 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 or equitable remedies, Buyer shall immediately in default, Umicore, in its sole discretion, have the right to terminate all agreements with 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.

5. 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 immediately upon written notice to Buyer if Buyer 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 for bankruptcy, or files a petition for bankruptcy, liquidation, or reorganization, or any other 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 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, that the warranty condition is consistent with 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 BUT NOT LIMITED TO, 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 THE BUYER FOR ANY SPECIFIC, INDIRECT, GENERAL, INCIDENTAL, PUNITIVE OR CONsequential DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE DELIVERY, NON-DELIVERY, SALE, RESALE, 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 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 is not permitted to assign 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 its rights and delegate any of its 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 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 or goods or goods or be entitled to a reduction in price simply because Buyer is in default, Umicore may cancel all further deliveries

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. Any arbitrations involving any dispute arising from the Agreement or these Terms that may be held in accordance with the National Arbitration Rules of the American Arbitration Association. The prevailing party in any such arbitration shall be awarded its reasonable attorneys’ fees and all other costs that it may have in accordance with the National Arbitration Rules of the American Arbitration Association.

15. Changes. Buyer 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 products changes, Buyer shall submit a written request to Umicore for consideration. Within a reasonable period thereafter, Umicore, in its sole discretion, shall either consent to or deny Buyer’s request. If Umicore consents, Buyer shall provide Buyer with its charges for the product change and an agreed implementation date.

16. Governing Law. 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, or delay in exercising, 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 is intended to or shall confer any rights, benefits, or remedies upon any of its subsidiaries or affiliates.

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 is not permitted to assign 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 its rights and delegate any of its obligations under the Agreement or these Terms to any subsidiaries or affiliates.

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