

# General Terms and Conditions for the Purchase of Goods and/or Services

## 1. DEFINITIONS AND INTERPRETATION

- 1.1. “Contract”: the agreement pertaining to the purchase of Goods and/or Services between Umicore and Supplier, including any (master) agreement, purchase order(s), statement(s) of work, all documentation attached to the aforementioned documents (including specifications issued by Umicore), and these GTC.
- 1.2. “Deliverables”: all documents, works, products and materials developed by or on behalf of Supplier as part of or in relation to the Services in any form.
- 1.3. “Goods”: the products, materials and/or equipment which Supplier shall provide to Umicore as stated in the Contract.
- 1.4. “GTC”: the General Terms and Conditions for the Purchase of Goods and/or Services as set out in this document.
- 1.5. “Party”: either Supplier or Umicore or collectively the “Parties”.
- 1.6. “Purchase Order” or “PO”: a purchase order issued by Umicore and signed by an authorized signatory of Umicore.
- 1.7. “Services”: the services, including Deliverables and the installation and assembly of equipment or other materials and goods, which Supplier shall render to Umicore as stated in the Contract.
- 1.8. “Statement of Work” or “SOW”: a statement of work duly executed by the Parties.
- 1.9. “Supplier”: the contracting party of Umicore.
- 1.10. “Supplier’s Personnel”: employees, agents, independent service providers of Supplier, affiliates and permitted subcontractors (and their respective employees, agents and independent services providers) involved in the performance of the Contract.
- 1.11. “Umicore”: Umicore Battery Materials Finland Oy, a company incorporated under the laws of Finland with business ID 3367443-1 and postal address 1, Kobolttiakio, 67900 Kokkola, Finland..
- 1.12. “Umicore Materials”: all materials, equipment and tools, drawings and data supplied by Umicore to Supplier under the Contract.

Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## 2. APPLICABILITY

- 2.1. Unless otherwise agreed in writing by Umicore, the purchase of Goods and/or Services by Umicore shall be governed by the GTC, to the exclusion of any other terms that Supplier seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing, even if these are sent after the date of the Contract. Umicore herewith explicitly rejects any such terms and conditions issued by Supplier. Supplier waives all rights to invoke such provisions and conditions if applicable, unless expressly agreed otherwise in writing between Parties.
- 2.2. In case of a conflict between provisions of the documents forming an integral part of the Contract, the following order of precedence applies:
  - (a) the special conditions specified in the PO or SOW;
  - (b) if applicable, a negotiated and executed agreement between Umicore and Supplier governing the purchase of Goods and/or Services; and
  - (c) these GTC.

## 3. ORDERS AND CHANGES TO CONTRACT

- 3.1. Services and/or Goods can only be provided pursuant to an accepted PO or an SOW, and subject to the terms of the Contract. The specifications and details of the Goods and/or Services including timing, location, applicable service levels, and the responsible representatives of the Parties shall be further laid down in the applicable PO or SOW.
- 3.2. In the absence of a written objection from Supplier to a PO within 5 working days following its issue, such PO shall be deemed accepted. Acceptance of the PO automatically implies acceptance of all conditions as stated on the request for a price offer issued by Umicore (if any) and on the PO, including the GTC.
- 3.3. Umicore shall provide Supplier with a PO number for each PO and SOW. Supplier shall indicate this PO number on all documents, invoices and correspondence relating to the PO or SOW.
- 3.4. Umicore may request changes to the Contract and shall notify Supplier requesting such change. Supplier shall use commercially reasonable efforts to meet such request. Supplier shall within 10 days provide Umicore with estimated time, price consequences and any other relevant impact.
- 3.5. No changes of the provisions in the Contract are valid and may be implemented by Supplier without Umicore’s prior written consent.

## 4. GUARANTEES - COMPLIANCE

- 4.1. Supplier warrants to Umicore that:
  - (a) It has and shall maintain all necessary rights, authorizations, registrations, licenses and permits to enter into and to execute the Contract;
  - (b) The Goods and/or Services comply with their description and specifications stated in the Contract;
  - (c) The Goods and/or Services are free from any defects in design, material, assembly and workmanship;
  - (d) The Goods and/or Services are ready for immediate use, of merchantable quality and fit for the purpose and utilization intended by Umicore, or, if not specified, suitable for their purpose or utilization as is customary for such Goods and/or Services;
  - (e) The Goods and/or Services comply with all current demands for reliability and life span, including functionality without disruptions;
  - (f) It has good and marketable title to all Goods and/or Services to supply to and delivered to Umicore, free from and clear of any liens, claims, encumbrances;
  - (g) The provision of the Goods and/or Services and Umicore’s use thereof do not infringe or misappropriate any third-party rights, including intellectual property rights;
  - (h) The provision of the Goods and/or Services complies with the Contract, any laws and regulations (including, but not limited to, technical, tax, environmental, social and governance, data protection, anti-bribery, anti-corruption, health, safety and security, trade and export control laws and regulations) applicable at the time and location of delivery, location of supply or country of departure and best industry standards;
  - (i) The Goods and all substances contained in the Goods are manufactured in

or imported into the European Economic Area in compliance with relevant regulation, including Regulation (EC) No 1907/2006 of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals, as amended, supplemented or replaced from to time (REACH) (if applicable);

- (j) It shall notify Umicore as soon as it becomes aware of any health or safety hazards or issues which arise in relation to the Goods and/or Services;
  - (k) It shall hold all Umicore Materials in safe custody at its own risk and shall maintain Umicore Materials in good condition until returned to Umicore, and not dispose or use Umicore Materials other than in accordance with Umicore’s written instructions or authorization.
  - (l) It strictly complies with all social and tax obligations, including the reporting obligation to the competent public administrative authorities of any seconded workers/employees. Supplier further warrants not to have any outstanding tax or social security debts or salary debts towards employees contributing in the performance of the Contract, at the time of entering into the Contract and during the term of the Contract. In the event Supplier would have any such future debt(s), it shall inform Umicore thereof by registered letter as soon as possible and no later than within 2 working days following the occurrence of such debt(s);
  - (m) It strictly complies with the Umicore Global Sustainable Sourcing Policy (available via: [www.UMICORE.COM/en/supplier-zone/sustainable-sourcing/](http://www.UMICORE.COM/en/supplier-zone/sustainable-sourcing/)). On Umicore’s request, in particular regarding the matter of decarbonization, Supplier will provide Umicore with the carbon footprint of the Goods and its calculation and information on how this will evolve by 2030 based on its decarbonization plans and the carbon calculation method (if not available when requested, Supplier shall submit this to Umicore within 2 years as of the effective date of the Contract).
  - (n) Supplier’s Personnel has the appropriate skills and expertise for the provision of the Goods and/or Services and is of sufficient number and availability to ensure that Supplier’s obligations are fulfilled in accordance with the Contract. Umicore has the right to request the replacement of any Supplier’s Personnel. If the expertise does not correspond to the profile required by Umicore, Supplier shall replace such Supplier’s Personnel without delay and ensure such replacement has the necessary professional qualifications and experience and is capable of performing the Services under the same contractual conditions.
  - (o) If Supplier’s Personnel is required to enter Umicore premises or manufacturing facilities for the provision of the Goods and/or Services, it shall strictly comply with all applicable Umicore health, safety and security guidelines, processes and business rules available on Umicore’s website ([www.UMICORE.COM/en/supplier-zone/](http://www.UMICORE.COM/en/supplier-zone/)) and as instructed on site. Umicore reserves the right to refuse access to or to remove from its facilities any Supplier’s Personnel who does not comply with the above or if Umicore so requires.
- 4.2. The Goods (including replacement parts and labour) and Services are warranted for a period of 2 years as of the delivery of the Goods or as from acceptance of the Services by Umicore (or any longer warranty period provided by Supplier), against all defects in design, material, assembly and workmanship. Supplier shall use its best efforts to respond to any warranty issues in a timely fashion to meet Umicore’s needs. All costs (including transport, travel and lodging, assembly and disassembly, and labour costs) in relation thereto shall be borne by Supplier. Any Goods and/or Services repaired or replaced shall have the original warranty period of minimal 2 years or such longer period provided by Supplier for the Goods and/or Services initially furnished. These warranties are cumulative and in addition to any other legal warranty, and survive any inspection, payment, or acceptance by Umicore. Supplier shall not be liable for (a) defects which arise after the risk has passed to Umicore, limited to defects due to faulty maintenance, incorrect installation or faulty repair by Umicore or to alteration carried out by Umicore without Supplier’s consent in writing, and (b) normal wear and tear. Supplier further warrants that necessary replacement parts shall be available during the normal life cycle of the Goods.
- 4.3. Supplier’s Personnel remains at any time under the sole responsibility, guidance, authority and supervision of Supplier, to the extent legally possible. Supplier shall be solely and exclusively responsible for complying with all applicable labour, social security or other regulations related to the employment / the employment conditions, and for fulfilling all social security and tax obligations of Supplier’s Personnel.
- 4.4. Supplier shall cause and require Supplier’s Personnel to comply with the provisions of this clause and other relevant provisions of the Contract and the GTC.

## 5. TRADE COMPLIANCE

- 5.1. Supplier acknowledges that Goods, Services, Deliverables (e.g. software, technology, technical data) provided under the Contract are subject to applicable export control laws and regulation. Supplier shall promptly notify Umicore if any Service, Good, Deliverable or transaction under the Contract becomes subject to export restrictions or require additional authorizations. Supplier shall cooperate fully with Umicore in ensuring compliance, including providing documentation and access for audits as reasonably requested.
- 5.2. Export Authorization and Classification. Supplier shall (a) provide accurate export classification information (e.g., ECCN, HS codes) for all Deliverables and Goods, (b) notify Umicore immediately of any changes in export classification or licensing status, including export jurisdiction/classification, licensing requirements, sanctions exposure or end-use/end-user risk; and (c) ensure that all necessary export authorizations are obtained prior to any transfer, export, or re-export of controlled items.
- 5.3. Customs Information, Export Control Information and Origin of Goods:
  - (a) Customs Tariff Code (HS Code) & ECCN code classification Supplier shall provide the correct customs tariff code (Harmonized System Code) and ECCN code for each Good and Deliverable as required by applicable customs and dual use regulations. Supplier shall also state the applicable export control jurisdiction and classification codes under relevant regimes. This information must be submitted in writing prior to shipment and included on all relevant documents, including invoices, packing lists, and customs forms.
  - (b) Supplier shall clearly indicate the country of origin of each Good and Deliverable in accordance with the rules of origin as defined by the relevant customs authorities. This information must also be included on all shipping and customs documentation.
  - (c) Supplier is responsible for the accuracy and completeness of the information provided. Supplier shall promptly notify Umicore of any changes affecting export control status, including export jurisdiction/classification, licensing requirements, sanctions exposure or end-use/end-user risks. Supplier shall retain related customs, export classification, licensing, and screening records for at least five (5) years or longer if required by law and shall cooperate with audits and lawful

- governmental inquiries.
- (d) Any fines, delays, or costs resulting from incorrect or incomplete information shall be borne entirely by Supplier. Supplier shall indemnify and hold Umicore harmless from all losses, penalties, and costs arising from Supplier’s breach of this clause or violations of applicable customs, export control, or sanctions laws.
- (e) In the event of any changes to the customs classification or origin, Supplier shall immediately notify Umicore in writing. Umicore reserves the right to verify the customs information provided and, if necessary, conduct an audit of the origin documentation and classification data.

- 5.4 Supplier warrants to Umicore that neither itself, any of its owners, any subcontractor used in connection with the Contract nor any of their affiliates or their respective officers or directors is a sanctioned person under sanctions imposed by the United Nations, the European Union, United Kingdom or the United States (“Sanctions”). Supplier shall not supply to Umicore any Goods, Services, or Deliverables originating from or provided by any person, country, state, territory or region subject to Sanctions, nor shall the remuneration for the Goods, Services, or Deliverables go to the benefit of any person subject to Sanctions.

## 6. PACKING AND SHIPPING

- 6.1. Supplier shall ensure that the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition. Supplier shall at all times ensure strict compliance with the shipping provisions in the Contract, transport and packaging regulations, and best industry standards. In the absence of any provision in the Contract, shipping shall be arranged via the least expensive suitable transport mode and the costs kept to a strict minimum, considering the nature of the shipment. Supplier shall in all cases assume the costs, loss and damage to and/or caused by Goods and/or Services as a result of inadequate transport, packaging, protection or security.
- 6.2. Upon its request, Umicore must be informed of every planned shipment of Goods at least 2 working days in advance of the delivery date by way of a written notice with accurate mention of (a) Supplier’s full name and address, (b) date of shipment, (c) order number, (d) reference marks on the packaging, (e) weight, (f) numbers of the railroad carriages (if applicable), (g) all markings as required by applicable regulations at the delivery location, and (h) all other indications useful to assist in the reception and the inspection of Goods. In the absence of such advance notice, Umicore may refuse acceptance and instruct prompt return of the shipment at Supplier’s expense and risk. A copy of the shipping notice needs to accompany the Goods upon delivery.
- 6.3. Where applicable, any packaging materials that must be returned to Supplier, as agreed with Umicore, shall be returned at Supplier’s risk and expense. Additionally, Supplier shall at any time upon Umicore’s request, promptly take back the packaging at its own cost.

## 7. DELIVERY AND ACCEPTANCE

- 7.1. Delivery of the Goods takes place as per DDP Incoterm if delivery within the EU and per DAP Incoterm if delivery from outside the EU (Incoterms 2020) at Umicore’s premises or such other place specified by Umicore, but does not constitute acceptance by Umicore.
- 7.2. Partial delivery is only allowed with prior written consent from Umicore.
- 7.3. Supplier shall deliver the Goods and/or provide the Services at or by the date stated in the Contract, or within 5 working days of the date of the Contract if no date is specified. Such delivery and/or completion date is of the essence. Supplier shall deliver the Goods and/or Services during normal business hours or as instructed by Umicore. If delivery is, or is likely to be delayed, Supplier shall promptly notify Umicore in writing the reason for such delay and the timing for delivery. Supplier shall use all reasonable efforts to avoid or minimize the delay.
- 7.4. If Supplier fails to deliver the Goods and/or Services in accordance with the date or time set forth in the clause above, Umicore is automatically entitled to liquidated damages equal to 1% of the value of the Contract or the relevant PO or SOW, per started week of delay, up to a maximum of 10 weeks, without prejudice to its other rights and remedies, including its right to claim a higher indemnification.
- 7.5. Unless otherwise agreed in the Contract, Goods and/or Services are only deemed accepted by or on behalf of Umicore in the absence of rejection within 15 days from delivery of the Goods or completion of the Services. Neither the inspection, use of all or part of the delivered Goods and/or Services, nor the signing of any document for acknowledgement of receipt or payment, implies acceptance or operates as a waiver of any defect, non-conformity or any other rights or remedies available under the Contract or at law or in equity.
- 7.6. Acceptance of Goods and/or Services takes place in Umicore’s premises (at the direction of Umicore), except if agreed otherwise. With respect to the (verification of the) weight of the Goods, only the weighing on Umicore’s scale shall be considered valid and binding.

## 8. REMEDIES

If the delivery and/or completion date is not complied with, or if the supplied Goods and/or Services do not comply with the Contract, then without limiting any of Umicore’s other rights or remedies, Umicore may by written notice and without any indemnity being due to Supplier:

- (a) terminate the relevant PO or SOW in whole or in part;
- (b) conditionally accept or reject the Goods or Services in whole or in part and return them to Supplier at Supplier’s expense and risk;
- (c) require Supplier to repair or replace the rejected Goods or reperform the rejected Services, or to provide a full refund of the sums previously paid by Umicore;
- (d) refuse to accept any subsequent delivery which Supplier attempts to make;
- (e) purchase substitute Goods and/or Services from elsewhere and recover from Supplier any costs incurred in relation thereto;
- (f) require a refund from Supplier of all sums previously paid by Umicore; and
- (g) claim damages for any additional costs, loss or expenses incurred by Umicore.

## 9. TRANSFER OF RISK AND OWNERSHIP

- 9.1. Risk of loss of or damage to the Goods passes to Umicore upon delivery of the Goods as stipulated in clause 7.1. Title of ownership to the Goods passes to Umicore upon delivery of the Goods or payment by Umicore, if earlier.
- 9.2. Risk of loss of or damage affecting the Deliverables or any part thereof passes to Umicore upon acceptance of the Services. Title of ownership to



the Deliverables or parts thereof passes to Umicore upon their creation, or payment by Umicore, if earlier. For clarity, any goods and materials delivered by Supplier in connection with the Services shall become the sole and exclusive property of Umicore upon their arrival at Umicore's premises or such other place specified in the Contract.

## 10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. All Deliverables shall be the sole and exclusive property of Umicore which shall be free to use the same at its discretion. Supplier shall (and shall cause Supplier's Personnel to) assign or otherwise transfer all intellectual property rights, including but not limited to the right to modify or further assign any copyrighted works, generated during the performance of the Contract to Umicore upon creation at no additional cost. To the extent such assignment or transfer is legally impossible, Supplier hereby grants to Umicore a perpetual, worldwide, irrevocable, exclusive, transferable, sub-licensable, fully paid up and royalty-free license to use such intellectual property rights in any manner and for any purpose.
- 10.2. Each Party retains ownership of the intellectual property rights existing prior and/or developed independently from the Contract. Supplier hereby grants to Umicore a perpetual, worldwide, irrevocable, non-exclusive, sub-licensable, fully paid up and royalty-free license under all intellectual property rights held by Supplier and/or third parties and that are necessary or useful for the full and unrestricted benefit and use of the delivered Goods and/or Services.
- 10.3. Supplier shall promptly notify Umicore of any (potential) infringement of third-party intellectual property rights. In case of such infringement, Supplier shall take all necessary steps at its own expense and responsibility to secure the required intellectual property rights or, at least, to secure their licensed usage in order to guarantee Umicore the (future) enjoyment of the delivered Goods and/or Services, or, as applicable, to replace the delivered Goods and/or Services by similar Goods and/or Services that are not subject to intellectual property rights held by third parties (in which case all costs incurred as a result of this substitution shall be borne by Supplier, including costs for dismantling, re-assembly, re-commissioning, etc.).

## 11. PRICE

- 11.1. Unless otherwise agreed in writing, the purchase price stated in the Contract is (a) fixed and not subject to review and/or indexation, (b) the sole and exclusive payment for the provision of the Goods and/or the Services, and (c) all-inclusive; hence it comprises all supplementary costs and expenses (including handling, transport, insurance, administrative costs, packaging, installation and hook-up, costs of necessary accessories, taxes, duties, fees and other compensations), excluding any applicable VAT.
- 11.2. No extra charges or price increase shall be effective unless approved in writing by Umicore. If the Contract does not state a precise purchase price, the price of the delivered Goods and/or Services shall be calculated in accordance with the price determination accepted by Umicore and the delivered Goods and/or Services may not, without Umicore's prior written consent, be invoiced at a price exceeding the price paid for the previous PO or SOW.

## 12. INVOICING AND PAYMENT

- 12.1. Supplier shall only invoice Umicore following delivery of the Goods and/or provision of the Services, and no later than 1 year as from that date. Invoices shall be issued and sent to Umicore per PO or SOW in accordance with the invoicing instructions available on <https://www.umicore.com/en/supplier-zone>. Invoices become due and payable 60 days following the date of receipt of the undisputed invoice issued in accordance with the Contract. If an invoice does not meet the requirements of this clause, Umicore reserves the right to refuse payment.
- 12.2. In the event of non-payment of a valid and undisputed invoice after the due date by Umicore, Umicore shall only be obliged to pay statutory interest if a reminder sent by registered letter remains unanswered within 14 days of receipt. No other amount shall be due in relation to late payment.
- 12.3. Umicore can suspend payment of invoices for any Goods and/or Services that were not delivered in conformity with the Contract, or for any other reason explicitly stated in the Contract.
- 12.4. Umicore can suspend payment of the relevant invoice until receipt of a valid invoice and Supplier shall have no right to charge any interest or any other additional amount to Umicore.
- 12.5. Umicore shall have the right to set off any amount Supplier owes to Umicore against any amounts due and payable by Umicore to Supplier.

## 13. CONFIDENTIALITY

- 13.1. Supplier acknowledges that in the context and/or the execution of this Contract it may come into possession of confidential information of the Purchaser. Such confidential information shall remain the exclusive property of the Purchaser and must not be disclosed to any third party or be used in any other way for any purpose other than the execution of the Agreement without prior consent in writing under pain of nullity. Supplier will be held responsible for all damages caused by any breach of the confidentiality obligation by the Supplier and Supplier's Personnel. During the term of the Contract and for a period of 5 years thereafter, this confidential information (a) is and remains Umicore's property, (b) may not be used for any other purpose than the performance of the Contract, and (c) cannot be disclosed to third parties without Umicore's explicit written consent. Supplier shall cause its employees, agents, subcontractors and suppliers to comply with the obligation of confidentiality referred to in this Clause 13 and shall take all reasonable steps to ensure the security and secrecy of such confidential information.
- 13.2. Supplier shall not disclose any information about its relationship with Purchaser to any third party without its express prior consent. Supplier shall not use Umicore's name, logo and/or reference without its prior written consent.
- 13.3. Supplier is not allowed to photograph or make any (video) recordings of any installations or machinery in or on Umicore's premises; this also applies to any Goods that were delivered or installed by Supplier

## 14. INDEMNIFICATION

Supplier shall indemnify and hold Umicore and its affiliates harmless against all third-party claims and resulting liabilities, losses, expenses (including reasonable attorney's fees), and damages in arising in any manner, directly or indirectly, from (a) the delivered Goods and/or Services for reasons attributable to Supplier, (b) any alleged or actual infringement of any third-party intellectual property rights arising out of the provision or use of the Goods and/or Services, or (c)

Supplier's negligence or wilful misconduct, and/or (d) Supplier's breach of the Contract. In particular, but not limited to, Supplier shall indemnify and hold Umicore harmless from any fines, penalties, losses, or damages resulting from breach by Supplier of the clause on Trade Compliance and breach of other laws.

## 15. ASSIGNMENT AND SUBCONTRACTING

- 15.1. The execution of the Contract may not be assigned or subcontracted by Supplier, either wholly or partially, unless with Umicore's prior written consent. Supplier remains jointly and severally liable for the proper execution of the Contract in case of an assignment or subcontracting.
- 15.2. Umicore is entitled to assign and subcontract all or part of its rights and obligations under the Contract, either wholly or partially, to a third party who shall be exclusively bound to fulfil Umicore's assigned obligations as per the terms of the Contract.

## 16. FORCE MAJEURE

- 16.1. "Force Majeure" means any unexpected and unavoidable circumstance beyond a Party's reasonable control which makes Contract performance by this Party (temporarily or permanently) impossible in whole or in part, including fire, explosion, natural disasters, flood, pandemics, war, or terrorist attacks. On Supplier's part it shall in no event be understood to mean: staff shortage, strikes, non-performance by any third party engaged by the Supplier, transport problems on the part of the Supplier or any third parties engaged by the Supplier, failure of equipment, liquidity and/or solvency problems of the Supplier or any third parties engaged by the Supplier or government measures affecting the Supplier.
- 16.2. Neither Party shall be liable for any failure of its obligations under the Contract which is the result of a Force Majeure during the time such Force Majeure lasts, provided that the affected Party informs the other Party immediately of the occurrence of the Force Majeure and the estimated duration, and keeps the other Party informed about the status and impact on its performance under the Contract. Each Party shall make all reasonable efforts to eliminate or at least minimize the effects of the Force Majeure.
- 16.3. If a Force Majeure continues for a term longer than 20 days, then either Party can suspend the Contract in whole or in part, without any liability towards the other Party. If a Force Majeure continues for a term longer than 40 days or as soon as it is established that the suspension shall last for at least 40 days, then either Party can terminate the Contract in whole or in part, without any liability towards the other Party.

## 17. TERM AND TERMINATION

- 17.1. Unless agreed otherwise in writing or terminated earlier in accordance with the Contract, the Contract is concluded for a fixed duration, starting on the date of the PO or SOW and expiring automatically upon delivery of the Goods and/or completion of the Services.
- 17.2. Without prejudice to its other rights or remedies and to the extent permitted by law, either Party may terminate the Contract or any part thereof upon written notice to the other Party with immediate effect, without court intervention and without any indemnity being due to the other Party, in the event of:
  - (a) any proceedings in bankruptcy, insolvency or winding up by or against the other Party or for the appointment of an assignee or equivalent for the benefit of creditors or of a receiver, or any similar proceedings;
  - (b) a material or persistent breach of the Contract which is not capable of being remedied or, if capable of remedy, is not fully remedied by the Party within 30 days of receiving a written notice to do so;
  - (c) fraud, gross negligence or wilful misconduct of the other Party.
- 17.3. Without prejudice to its other rights or remedies, Umicore may terminate the Contract or any part thereof upon written notice to Supplier with immediate effect, without court intervention and without any indemnity being due to Supplier, in the event of:
  - (a) a breach by Supplier of Clauses 4 (GUARANTEES - COMPLIANCE), 5 (TRADE COMPLIANCE), 10 (INTELLECTUAL PROPERTY RIGHTS), 13 (CONFIDENTIALITY); 20 (DATA PROTECTION);
  - (b) a change in the control over Supplier or an unauthorized assignment or subcontracting by Supplier.

- 17.4. Umicore may, upon written notice, terminate the Contract or any part thereof at any time for convenience, with immediate effect. In the event of such termination, Umicore's sole liability shall be, where relevant, to pay to Supplier, if all duly documented: (a) the value of the Goods and/or Services effectively delivered to Umicore (provided that such Goods and/or Services otherwise comply with the Contract), and (b) direct non-cancellable costs reasonably incurred by Supplier for undelivered Goods and/or Services, however in no event more than the price of the Goods and/or Services agreed under the Contract. Supplier shall send an invoice within 30 days of termination.

- 17.5. Upon receiving any termination notice, Supplier shall promptly cease providing the Goods and/or Services under the Contract or any part thereof being terminated, unless stated otherwise in the termination notice.

- 17.6. On termination or expiry of the Contract, either Party shall promptly (a) return all equipment, materials and property belonging to the other Party that the other Party had supplied to it in connection with the Contract and that was not purchased by the receiving party under the Contract, and (b) return to the other Party or destroy, at the disclosing Party's discretion, all documents and materials containing any Confidential Information. Supplier shall further promptly (a) deliver to Umicore all Deliverables whether or not then complete; and (c) if so requested by Umicore, provide all assistance reasonably required by Umicore to facilitate the smooth transition of the Services to Umicore or any replacement supplier appointed by it.

- 17.7. Termination or expiry of the Contract shall not affect any provisions which by their nature or if provided in this Contract (including regarding warranties, insurance, indemnification, intellectual property, confidentiality, privacy, law, jurisdiction) shall survive termination or expiry of the Contract.

## 18. RECORDS AND AUDIT

- 18.1. Supplier shall maintain accurate books and records regarding its performance of the Contract and shall retain such records for a period of at least 3 years from the term of the Contract or such longer period as required by the Contract or applicable law.
- 18.2. During normal business hours and upon reasonable advance notice, Umicore or any authorized representatives may audit all books and records, and relevant facilities and operations of Supplier, its affiliates and

permitted subcontractors, to verify Supplier's compliance with the Contract and with applicable laws. Supplier shall ensure reasonable cooperation and promptly provide Umicore and any authorized representatives with complete and accurate information and documentation. Supplier shall duly document and maintain accurate records of each visit made and promptly implement any corrective action to remedy any material non-conformance or recommendations to Umicore's satisfaction.

- 18.3. If any authority notifies Supplier, its affiliate or permitted subcontractor of any inspection or action related to the Contract, Supplier shall promptly notify Umicore, allow the inspection or action, permit Umicore to attend (if allowed), provide Umicore with relevant reports, and consult and cooperate with Umicore on any response, with the final decision resting with Supplier after duly considering Umicore's comments (if any).

## 19. INSURANCE

Supplier shall take out and maintain the insurance coverage with first rank insurance companies sufficient to protect against any liabilities arising from Supplier's obligations under the Contract, including to cover risks concerning the Services and Goods, loss or damage of Goods and concerning Umicore's property (including Umicore Materials) and its liability arising from the law or its legal or contractual relationship with Umicore, during the term of the Contract and for a period of 1 year thereafter, if no other specific insurance requirements are set out in the Contract. Supplier shall provide the relevant insurance certificates (including policy period, detail of coverage and receipt of premiums) upon entering into the Contract and at any time upon Umicore's written request. Supplier shall do nothing to invalidate any insurance policy or to prejudice Umicore's entitlement under it, and shall notify Umicore if any policy is (or shall be) cancelled or its terms are (or shall be) subject to any substantial change impacting Umicore. Should Supplier at any time neglect or refuse to provide any insurance required by Umicore, or should any insurance be cancelled, Umicore has the right to provide such insurance at Supplier's cost. The existence of Supplier's insurance policies, or Umicore's approval thereof, does not relieve or limit any of Supplier's other obligations or liabilities under the Contract. To the extent permitted by applicable laws, Supplier shall cause each of its insurance policies to waive any right of subrogation on the part of the insurer against Umicore, its officers, directors, employees, agents and contractors. Supplier shall require its subcontractor(s) to maintain similar insurance coverage as above and to provide upon Umicore's request the same evidence of insurance required from Supplier.

## 20. DATA PROTECTION

- 20.1. Parties shall comply with all relevant regulations on data protection and personal data processing, including in particular Regulation (EU) 2016/679 of the European Parliament (GDPR) and any other applicable laws and regulations in any jurisdiction relating to or impacting the processing of personal data, as may be amended from time to time ("Data Protection Legislation"). The terms "Personal Data", "Processing", "Data Processor" have the meaning given to it in the applicable Data Protection Legislation.
- 20.2. Supplier confirms that, when acting as Data Processor for Umicore, it shall: (i) only process the Personal Data obtained by Supplier in the performance of the Contract in accordance with Umicore's instructions; and (ii) not transfer Personal Data outside the EEA without Umicore's written consent. Supplier shall use appropriate technical and organisational measures to protect against unauthorised or unlawful processing, and against accidental loss or destruction, of any of Personal Data. Supplier shall inform Umicore promptly should it be aware of, or reasonably suspect, any unauthorised or accidental disclosure, loss or damage of Personal Data. If the Parties entered into a separate agreement in relation to data protection, then such agreement shall govern the processing of all Personal Data by Supplier.
- 20.3. Umicore undertakes to process Personal Data in accordance with its Privacy & Cookie notice (available on Umicore's website; via: <http://www.umicore.com/en/privacy-and-cookie-notice/start/>).

## 21. MISCELLANEOUS

- 21.1. This Contract constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior negotiations and commitments, whether oral or written, regarding this subject matter.
- 21.2. Each Party bears the risk of the occurrence of any change in circumstances which may alter the performance of its obligations under the Contract (including, for the avoidance of doubt, these GTC) and, accordingly, waives any right to claim the renegotiation of the Contract (or any other agreement relating to the implementation of the Contract) or to request the courts to modify or terminate the Contract (or any other contract relating to the implementation of the Contract).
- 21.3. Any notices given to a Party under the Contract shall be made by registered mail, an internationally recognized overnight courier or as otherwise agreed, at the address of the Party as mentioned in the Contract or such other address as the Party shall specify in writing, and shall contain all relevant references to the Contract and the relevant Goods and/or Services.
- 21.4. No waiver of any term, provision or condition of the Contract shall be effective, except where it is clearly made in writing and signed by the waiving Party. No waiver of any breach of the Contract shall be held to be a waiver of any other or subsequent breach.
- 21.5. No delay or omission by Umicore to exercise any right occurring upon any non-compliance or default by Supplier with respect to any of the terms of the Contract shall impair any such right or power or be construed to be a waiver of such right.
- 21.6. The total or partial nullity or invalidity of a clause in the GTC does not result in the nullity or invalidity of any of the other clauses. Parties shall replace the affected clause by a valid one that has the same or similar economic effect within the confines of law as the affected clause.

## 22. APPLICABLE LAW AND DISPUTE RESOLUTION

- 22.1. The Contract shall be governed by Finnish law, with the exception of its conflict of law rules and the Vienna Convention on Contracts for the International Sale of Goods dated 11 April 1980 which shall not be applicable.
- 22.2. Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finnish Chamber of Commerce. The number of arbitrators shall be one. The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be English.