

**1. General conditions**

- 1.1. These general terms and conditions of purchase (“general terms and conditions”) apply to all those purchases made by the Spanish company METALLO SPAIN S.L.U., unless agreed otherwise in writing. These general terms and conditions are therefore an inseparable part of all those purchase contracts in which METALLO is the purchasing party. The specific terms and conditions in each contract shall prevail over the provisions of these general terms and conditions.
- 1.2. These general terms and conditions shall prevail over whatsoever other terms of sale applied by the supplier, even when METALLO has not expressly cancelled the application of said conditions of sale.
- 1.3. The full or partial invalidation and/or nullity of any one or more of the provisions of these general terms and conditions shall not give rise to the invalidation and/or non-applicability of these general terms and conditions in their entirety. Accordingly, the supplier and METALLO waive their right to call for the invalidation and/or nullity of these general terms and conditions.
- 1.4. In the event that METALLO should not call for the observance of one of the provisions of these general terms and conditions, but the conditions of application are indeed fulfilled, this circumstance does not imply the waiving of any rights applicable to METALLO as forthcoming from the provisions of the general terms and conditions as regards the supplier, and neither may such a circumstance be interpreted in such a way.
- 1.5. Unless expressly stated otherwise, written notification of whatsoever nature, including orders and their confirmations, are considered to have been received through the following channels:
- 1.5.1. By registered letter with proof of delivery: at the time of effective delivery;
  - 1.5.2. By registered letter: three calendar days as of the date of the postmark;
  - 1.5.3. By standard email, letter or fax: at the moment of confirmation of receipt;
  - 1.5.4. By courier: at the time of effective delivery.
- 1.6. In these general terms and conditions, periods of time are to be calculated in the following manner:

- 1.6.1. The period shall be calculated from midnight to midnight. It shall be calculated from the day after the one upon which the act or event takes place that gives rise to its observance, and shall include every day, including Saturdays, Sundays and official bank holidays in Spain.
- 1.6.2. The day of expiry shall be included in the period. Nevertheless, if that day should fall on a Saturday, Sunday or official national or local bank holiday, the date of expiry shall be moved to the next working day.
- 1.6.3. A period expressed in months or years shall be calculated from a given day in a month until the day preceding the same in the corresponding month.
- 1.7. Unless expressly stated otherwise, all periods shall involve calendar days. Working days are all the days of the week with the exception of Saturdays, Sundays and official bank holidays in Spain.
- 1.8. A reference to an article or to a sub article is a reference to an article or sub article in these general terms and conditions.
- 1.9. When the parties appearing in a purchase contract refer to an Incoterm, application shall be made of the Incoterms 2000 for the interpretation thereof.
- 1.10. In these general terms and conditions, the provisions that follow are to be interpreted according to the references provided forthwith:
- 1.10.1. "Regulation 1013/2006": Regulation (EC) No 1013/2006 of the European Parliament and of the Council of 14 June 2006 on shipments of waste;
- 1.10.2. "Law 22/2011", Spain's Act of 28 July on Wastes and Contaminated Soils;
- 1.10.3. "Royal Decree 833/1988", Spanish legislation of 20 July, amended by Royal Decree 952/1997 of 20 June and Order MAM/304/2002 of 8 February.
- 1.10.4. "Regulation 1907/2006", Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), establishing a European Chemicals Agency, amending Directive 1999/45/EC and repealing Council Regulation (EEC) No 793/93 and Commission Regulation (EC) No 1488/94 as well as Council Directive 76/769/EEC and Commission Directives 91/155/EEC, 93/67/EEC, 93/105/EC and 2000/21/EC.

## **2. Contract**

2.1. METALLO shall be legally bound by a contract solely when it has been drawn up in writing and expressly includes the following considerations:

2.1.1. a detailed description of the goods, including a statement confirming that the goods are sold as waste or as chemical substances or intermediate products in the sense provided for by Regulation 1907/2006;

2.1.2. the specifications to be met by the goods;

2.1.3. the price;

2.1.4. the delivery date and

2.1.5. *when the goods are wastes according to the provisions of Regulation 1013/2006*, at least the following clauses:

2.1.5.1. in the event the goods are on the green list attached to Regulation 1013/2006 as Annex III: the obligation on the part of the supplier or, if the supplier is unable to undertake the transport or recycling of waste (e.g., due to insolvency), on the part of METALLO if the transport or recycling of the wastes cannot be undertaken as planned or the transport has been undertaken in an unlawful manner, the obligation to (i) re-take possession of the goods or guarantee their recycling in another manner and (ii) if necessary, provide provisional storage for the same.

2.1.5.2. In the event the goods are on the yellow list attached to Regulation 1013/2006 as Annex IV:

- i. The supplier is obligated to re-take possession of the goods whenever their transport cannot be undertaken as planned (applying article 22 of Regulation 1013/2006) and/or when the transport is unlawful pursuant to the provision of article 24, paragraph two, of Regulation 1013/2006;
- ii. METALLO is obligated to remove or recycle the goods pursuant to the provisions of article 24, paragraph three, of Regulation 1013/2006, in the event of unlawful transport;

- iii. METALLO is obligated to issue a statement pursuant to the provisions of article 16, e) of Regulation 1013/2006 to the effect that the goods have been recycled in accordance with the notification, the conditions laid down in said article and the provisions of Regulation 1013/2006;
- iv. METALLO is obligated to issue a provisional recycling statement in accordance with the notification pursuant to article 15, sub d) of Regulation 1013/2006, and, whenever applicable, of article 15, sub e) thereof, the conditions contained therein and the stipulations of Regulation 1013/2006.

2.1.5.3. *when the goods are chemical preparations or substances or intermediate products according to the provisions of Regulation 1907/2006,*

- i. a certificate of the number of registration or, as appropriate, pre-registration
- ii. A certificate that the use stated by METALLO is a "specified use" in the register.

2.2. It shall be considered that all contracts have been subscribed, following acceptance, at the head-offices of METALLO.

### 3. **Delivery**

3.1 Unless expressly stated otherwise in writing, the delivery of the goods shall be DAP Berango (Incoterms 2000), and at such a time as when the goods have been fully offloaded.

3.2 The supplier shall load and, as applicable, package the goods pursuant to the legal provisions established accordingly and, in the absence thereof, in the customary manner, taking into consideration the nature of the goods and the chosen method of transport and bulk offloading upon delivery.

3.3 Delivery date

3.3.1 The supplier shall be bound by the delivery date. Whenever the delivery date is not a working day, the delivery time shall be extended to the next working day.

3.3.2 Whenever the supplier is unable to deliver the goods, or no delivery thereof is made, on or before the date of delivery, METALLO reserves the right to unconditionally terminate the purchase contract with immediate effect at the supplier's expense, without prejudice to METALLO's right to receive compensation for damages. In the event that METALLO should grant the supplier a further deadline for the delivery of the goods, this shall not affect METALLO's right to claim compensation for the termination of the contract if the supplier should not deliver, or be unable to deliver, the goods to METALLO within this additional period. METALLO naturally reserves the right to call for the observance of the contract, without prejudice to its right to compensation for damages.

3.3.3 The supplier shall inform METALLO at the appropriate time, and no later than two working days prior to the delivery, of its imminent delivery of the goods on a specific date. METALLO is entitled to reject the delivery date proposed by the supplier, provided that in such a case it proposes at least two alternative dates on which the goods may be delivered to METALLO. This change of date shall not entitle the supplier to modify the price in any way, unless all the dates proposed by METALLO are more than three weeks after the agreed delivery date.

#### 3.4 Terms of Delivery: (See the attached annex)

##### 3.4.1 Wastes

###### 3.4.1.1 Originating in Spain:

When the goods are wastes, the legislation and regulations applicable include Spain's Law 22/2011 on wastes and contaminated soils, Royal Decree 833/1988 of 20 July, amended by Royal Decree 952/1997 of 20 June, and Order MAM/304/2002 of 8 February.

With regard to these goods, the supplier shall provide METALLO with the transport documents and notification to the extent they are applicable, drawn up in accordance with Law 22/2011 on wastes and contaminated soils, and the supplier declares and guarantees the following:

- i. the information and documentation submitted to METALLO and/or the competent authorities are complete, true and accurate;
- ii. The statements made in the documents are complete, true and accurate,

including any information on the composition of the goods.

3.4.1.2 Originating outside Spain:

When the goods are wastes, the legislation and regulations applicable include Regulation 1013/2006, the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal, OECD regulations on wastes, included in Regulation (EC) No. 1418/2007 of the Commission of 29 November 2007 concerning the export for recovery, the provisions of Annex II or III A to Regulation (EC) No. 1013/2006 on waste listed by the European Parliament and the Council to certain countries to which the OECD Decision on the control of transboundary movements of wastes does not apply, and Spain's Law 22/2011 on wastes and contaminated soils.

For goods on the green list (Annex III to Regulation 1013/2006), the supplier declares and guarantees the following

- i. the transport of these goods shall be accompanied by the information specified in Annex VII to Regulation 1013/2006;
- ii. The goods have not been mixed with other wastes during transportation.

For goods on the yellow list (Appendix IV to Regulation 1013/2006), the supplier shall provide METALLO with the transport documents and notification to the extent they are applicable, drawn up in accordance with Regulation 1013/2006, and the supplier declares and guarantees the following:

- i. the information and documentation submitted to METALLO and/or the competent authorities are complete, true and accurate;
- ii. the statements made in the documents and in their annexes are complete, true and accurate, including any information on the composition of the goods;
- iii. the competent authorities have been informed of the purchase agreement arranged between the supplier and METALLO in relation to the goods;

- iv. the competent authorities have expressly or implicitly given their unconditional permission for the transport of the goods, and this permission is still valid and includes the processing of the goods;
- v. if the permission has been given on a conditional basis and METALLO has been informed of this prior to the subscription of the purchase contract, these conditions related to the transport have been strictly followed;
- vi. the guarantee to be issued pursuant to article 6 of Regulation 1013/2006 has been effectively provided on a timely basis;
- vii. the prior information on the exact start of the transport is submitted to the competent authorities on a timely basis in the manner provided for in article 16, b) of Regulation 1013/2006;
- viii. there have been no major changes to the terms and/or conditions related to the transport for which the permission has been given;
- ix. the goods have not been mixed with other wastes during transport;
- x. the timeframe for the processing is one calendar year as of the transport of the goods, unless specified otherwise in the purchase contract;
- xi. In the case of a general notification pursuant to the provisions of article 13 of Regulation 1013/2006, application has been made of all the terms and conditions for the transport of the goods within the framework of said general notification.

3.4.2 Chemical substances or preparations, or intermediate products as per the provisions of Regulation 1907/2006

When the goods are chemical substances or preparations, or intermediate products, as per the provisions of Regulation 1907/2006, the supplier shall provide, to the extent they are applicable, the documents required by virtue of Regulation 1907/2006, including the safety datasheet; and the supplier declares and guarantees the following:

- 3.4.2.1. the goods have been pre-registered or registered with the European Chemical Agency (ECHA);

3.4.2.2. the information and documentation submitted to METALLO are complete, true and accurate;

3.4.2.3. the statements made in the documents and in their annexes are complete, true and accurate, including the safety datasheet and its annexes;

3.4.2.4. The labelling complies with all applicable legal requirements.

Following the delivery of the goods, the supplier shall be obligated to submit to METALLO all the information it has to provide as such pursuant to the provisions of Regulation 1907/2006.

When the product transported is an isolated intermediate product, METALLO shall accept it only when it has been informed of the stringently controlled conditions applicable, with at least 20 days' prior notice, and when it has been expressly informed that these conditions can be met, unless expressly agreed otherwise. The supplier declares and guarantees that these conditions comply with Regulation 1907/2006 and with ECHA guidelines.

**3.4.3 Sanctions on hazardous substances**

**3.4.3.1 Sanctions on materials containing Sn**

Elements	Tolerance	Rejected	Deduction of
As	0.0 %	1.0 %	0.2 units Sn per 0.1 units As
Bi	0.0 %	0.5 %	0.5 units Sn per 0.1 units Bi
Cd	0.0 %	0.2 %	0.4 units Sn per 0.1 units
Cl	0.0%	3.0 %	0.2 units Sn per 0.1 units Cl
Cu	3.0 %	6.0 %	Accepted up to 3 %. Over 3 %
Ni	-	-	0.1 units Sn per 0.1 units Ni
S	0.0 %	2.0 %	0.2 units Sn per 0.1 units S
Sb	0.0 %	3.0 %	0.2 units Sn per 0.1 units
Cr	0.0 %	0.5 %	0.2 units Sn per 0.1 units Cr
Na	0.0 %	2.5 %	0.2 units Sn per 0.1 units



3.4.3.2 Sanctions on materials containing Cu

Elements	Tolerance	Rejected	Deduction of
As	0.0 %	1.0 %	0.2 units Cu per 0.1 units As
Bi	0.0 %	0.2 %	1.0 units Cu per 0.1 units Bi
Cd	0.0 %	0.5 %	0.5 units Cu per 0.1 units
Cl	0.5%	2.5 %	0.2 units Cu per 0.1 units Cl
Ni	0.5 %	3.0 %	0.2 units Cu per 0.1 units Ni
S	0.5 %	1.5 %	0.3 units Cu per 0.1 units S
Sb	0.5 %	1.0 %	0.5 units Cu per 0.1 units
Be	0.0 %	Always	
Cr	0.0 %	0.5 %	0.2 units Cu per 0.1 units Cr
Na	0.0 %	2.5 %	0.2 units Cu per 0.1 units

3.4.3.3 Sanctions for excessively humid content (h2o)

Elements	Tolerance	Rejected	Deduction of
H2O	30 %	40 %	0.1 % Cu per 0.5% H2O

3.4.3.4 Sanctions for excessive pc content

Elements	Tolerance	Rejected
C	10 %	15 %

3.4.3.5 Radioactivity

The supplier declares and guarantees that the goods are not radioactive. If any radioactivity is detected upon delivery, irrespective of the decision made by METALLO to return, or not, the goods to the supplier, the supplier is to pay at the first call made by METALLO, and with no exception whatsoever, all the costs in which METALLO has reasonably incurred in order to detect the radioactivity and avoid and/or limit the damage –of whatsoever nature-

affecting the goods, the environment and people, due to the radioactivity detected.

#### 3.4.3.6 Hazards (Carriage of Dangerous Goods by Road - ADR)

The supplier declares and guarantees that the goods are not explosive. METALLO shall not accept on its facilities any materials or objects that due to a chemical reaction may release fumes at a temperature or velocity that may cause damage, or materials that may trigger exothermal reactions (Explosive Goods).

In the case of dangerous goods, substances or preparations according to the "European Agreement concerning the International Carriage of Dangerous Goods by Road" (the current ADR), the supplier shall provide METALLO with the documents required by virtue of the provisions thereof, declaring and guaranteeing the following:

- i. The types of containers, packaging and vehicles used have been officially endorsed and authorised.
- ii. The documentation submitted to METALLO is complete, true and accurate.
- iii. The labelling complies with all applicable legal requirements.
- iv. The statements made in the documents and in their annexes are complete, true and accurate, including the safety datasheet and its annexes.

#### 3.4.3.7 Indemnity

The supplier shall fully compensate METALLO for all damages that METALLO might incur as a result of any breach by the supplier of the aforementioned obligations, statement and guarantees. The supplier shall hold METALLO harmless in whatsoever claims may be made by third parties, including the competent authorities, arising from any breach of these obligations, statement and guarantees, and/or for non-compliances by the supplier of its obligations as per EU and/or national and/or regional legislation. This obligation to

provide compensation affects not only those amounts that METALLO has to pay these authorities in such circumstances, but also includes the reasonable legal costs that METALLO has to pay for its defence against said claims.

#### **4 Risk and ownership**

Any losses and/or damages involving the goods shall be passed onto the supplier at the moment of delivery, even when the conveyance of ownership is to be arranged at a later date. Whenever the delivery is delayed for whatsoever reason, these risks shall continue to apply to the supplier, even when the goods are individualised.

#### **5 Purchase price and payment**

Prices are DAP Berango (Incoterms 2000), in euros, and ex VAT, unless other terms are agreed in writing.

METALLO reserves the right to delay its payment obligation when the supplier is in breach of its obligations pursuant to the purchase contract, including these general terms and conditions, and METALLO is exposed to damages as a consequence. METALLO also reserves the right to offset the purchase price by the amount due for damages.

#### **6. Compliance and acceptance**

- 6.1 In the purchase contract, and to the extent as required, METALLO shall expressly state the specifications that the goods are to meet.
- 6.2 Before the goods are offloaded at METALLO, METALLO shall have the right, albeit not the obligation, to conduct tests (which may include laboratory tests) for the purpose of verifying whether the goods meet the specifications agreed in the contract. The fact that these tests are not conducted at the time of delivery or offloading of the goods shall not affect METALLO's right to receive compensation for a non-compliant delivery, if a non-compliance should be detected at a later date. In the event of a non-compliance that is detected by a visual inspection, METALLO shall inform the supplier accordingly within five working days following the delivery. If this notification is made within this period of five working days, the supplier may not reject METALLO's claims on grounds of delay and/or the acceptance of visible non-compliances.

- 6.3 If METALLO conducts tests, or has them conducted (whether or not using laboratory tests), such tests shall be conducted as per standard procedures.
- 6.4 If the supplier calls for a test to be conducted on the goods at the moment of delivery, it shall be conducted at the supplier's expense. The supplier shall also be invited to have its own representative present during the testing.
- 6.5 If the goods are non-compliant, METALLO shall store them on its own premises, unless it is legally required to proceed with their destruction, removal or processing. During this time, the risks of losses and/or damages shall be borne exclusively by the supplier. Following the notification of non-conformity, the supplier shall be entitled to a period of ten working days for removing the non-compliant goods. Once this period has elapsed METALLO may either continue to store the goods at a rate of 30.00 euros per tonne and week, or it may proceed with their destruction, removal or processing at the supplier's expense, all at METALLO's discretion.

## **7. Force majeure**

METALLO may not be held liable for whatsoever delays in the fulfilment of its obligations when this delay is partially or wholly due to a situation of force majeure.

## **8. Applicable legislation and competent courts and tribunals**

- 8.1 The contract shall be governed by Spanish law, without including the provisions of the UN Convention on Contracts for the International Sale of Goods, adopted in Vienna on 11 April 1980. The loss of the right to make claims by the parties in observance of the purchase contract, including the general terms and conditions, is governed by the Convention of 14 June 1974 on the limitation period in the international sale of goods.
- 8.2 The Mercantile Court in Bilbao, Spain, shall have sole jurisdiction for settling all disputes arising with regard to the purchase contract, including these general terms and conditions.

**GENERAL MANAGER**