

METALLO BELGIUM NV
General Conditions of Sale

1. Scope and general stipulations

- a) These general conditions of sale ("general conditions") are applicable to all sales of the Belgian company Metallo Belgium NV ("Metallo"), unless otherwise agreed in writing. These general conditions therefore form an integral part of every purchase agreement in which Metallo Belgium NV acts as seller. The special terms and conditions of this purchase agreement take precedence over these general conditions.
- b) These general conditions take precedence over any conditions of purchase of the buyer, even if Metallo has not expressly nullified the application of these conditions of purchase.
- c) The full or partial invalidity and/or nullity of a stipulation of these general conditions shall not result in the invalidity and/or nullity and/or non-applicability of these general conditions in their entirety. Metallo and the buyer expressly renounce their right to invoke the nullity and/or invalidity of these general conditions on the basis of this.
- d) If Metallo does not invoke a stipulation of these general conditions, although the conditions for this are fulfilled, then this position does not constitute renunciation of the rights of Metallo derived from this stipulation of the general conditions with regard to the buyer, nor may this position be construed as such.
- e) Unless otherwise expressly stipulated, written notifications of any nature whatsoever, including orders and order confirmations, shall be considered to have been received as follows:
 - a. By registered letter with receipt confirmation: at the moment of actual receipt;
 - b. By registered letter: three calendar days after the post mark;
 - c. By email/regular mail/fax: at the moment that receipt is confirmed;
 - d. By courier: at the moment of actual receipt.
- f) In these general conditions, time periods are calculated as followed:
 - a. The term is calculated from midnight to midnight. This shall be calculated from the day after the day of the deed or of the event that has caused it to take effect, and includes all days including Saturdays, Sundays and statutory holidays.

- b. The day of the expiry date is included in the period. However, if this day is a Saturday, Sunday or a statutory holiday, then the expiry date shall be moved to the subsequent work day.
- c. A period that is determined in months or years is calculated from a given day of a month to the day before that day.
- g) Unless expressly stated otherwise, days are calendar days. Work days are all the days of the week, not including Saturdays, Sundays and statutory holidays. For price determination and conversion of currencies, "work days" are considered to be all days upon which the respective exchange or institution is open.
- h) A reference to an article or sub-article is a reference to an article or sub-article of these general conditions.
- i) If the parties in a purchasing agreement refer to an Incoterm, then the Incoterms 2010 shall be applicable for the interpretation thereof.
- j) "Regulation 1907/2006" is understood to mean Regulation (EC) No. 1907/2006 of the European Parliament and the Council of 18 December 2006 on the registration, evaluation, authorisation and restriction of chemical substances (REACH), (....).

2. Agreement

- a) Every offer made by Metallo is drawn up conditional upon omission and/or calculation errors and is valid until the expiry date that is expressly stated in the offer. An offer without a specific expiry date is not binding upon Metallo.
- b) By entering into a purchase agreement with Metallo, the buyer confirms that, if he purchases goods that fall within the scope of Regulation 1907/2006, he purchases these goods for an identified use in the sense of Regulation 1907/2006.
- c) An agreement is only established once an order that is placed by the buyer, whether or not following a prior offer by Metallo, is accepted in writing by Metallo.
- d) Every agreement is considered to be signed, after acceptance, at the location of the company head offices of Metallo.

3. Delivery

- a) The delivery date is only indicative and in no way binding. Metallo shall not be liable for any damages that are the result of a delay in the delivery, except in case of gross negligence of

Metallo. Nor shall the buyer have the right to terminate the contract due to a lack of delivery at the stated time.

- b) Metallo shall inform the buyer in good time that the goods are available to the buyer. The buyer shall inform Metallo in good time and no later than two work days prior to loading that he desires to load the goods on that day. Metallo has the right to reject the loading date proposed by the seller, insofar as Metallo must then provide at least two dates upon which the goods from Metallo can indeed be loaded.
- c) Delivery shall be done FCA factory/warehouse (Incoterms 2010), unless otherwise expressly specified. If the parties in an agreement refer to an Incoterm, then the Incoterms 2010 shall be applicable for the interpretation thereof.
- d) The goods shall be packed in a usual way and marked where necessary, unless otherwise agreed in writing. If special packaging and/or marking is required for transport or other reasons, the buyer shall inform Metallo of this in writing in good time and no later than the moment at which the order is placed. In this regard, Metallo is only bound insofar as Metallo has confirmed in writing its agreement to the delivery of the goods with this special packaging or marking.
- e) Metallo shall not be liable for any risks whatsoever related to transport, unless the delivery is done under a D-term (Incoterms 2010).
- f) Special obligations:
 - The loading must occur during normal office hours. The normal office hours are from Monday to Thursday from 07:00h to 14:30h and on Friday from 07:00h to 13:30h, unless otherwise indicated.
 - At the moment of loading, the buyer, in the capacity of the transporter, shall present to Metallo the cargo manifest that makes it possible to identify the delivery.
 - The buyer shall ensure that the goods are transported in accordance with the legal stipulations in this regard, and in the absence thereof, in a usual manner, taking into account the nature of the goods and loading.
 - The vehicles that the buyer uses for transport must be in a good state of repair at all times and be suitable for the goods being transported. Metallo reserves the right to refuse vehicles, with the buyer being obligated to provide a suitable vehicle.
- g) Metallo Belgium N.V. is AEO certified under reference BE AEOF0000024GDH.

4. Risk and property

- a) The risk of loss and/or damage with regard to the goods shall be transferred to the seller at the moment of delivery, even if the property transfer takes place at a later time.

- b) The goods remain property of Metallo until the buyer has paid to the seller the full purchase price and all other amounts owing due to the purchase agreement and these general conditions. Goods may only be mixed with other goods of the same type, resold or processed after full payment of the purchase price.

5. Purchase price and payment

- a) The prices are FCA factory/warehouse (Incoterms 2010), excluding VAT and in Euros unless otherwise specified.
- b) In case of an intra-community delivery, the VAT shall still be charged to the buyer, if (i) the buyer omits to provide the documents requested by Metallo within ten days that show that the goods have been sent or transported outside Belgium, but within the Community and/or (ii) Metallo can reasonably suppose that the buyer does not have the capacity that is legally required for an exempted intra-community delivery and/or (iii) Metallo can reasonable suppose that the buy has not acted in this capacity. In any case, at the first request of Metallo the buyer shall repay the VAT paid by the latter in the framework of an intra-community delivery, insofar as not deductible, plus interest, any administrative increases and (whether or not criminal) fines, unless this obligation for payment of the Belgian VAT is the result of an error of Metallo.
- c) Invoices are payable at the company head offices of Metallo.
- d) The invoices must be paid no later than on the expiry date stated on the invoice. "Payment" is understood to mean either payment in cash or - in case of a payment by e.g. bank transfer or cheque - the irrevocable crediting of the bank account of Metallo.
- e) All costs of cashing cheques, bills of exchange, transfers, etc. shall be borne by the buyer.

Metallo has a credit insurance policy of the type "account receivable insurance". If a delivery of goods to the buyer results in the total open debt of the buyer exceeding the amount insured by the credit insurer for the respective buyer, Metallo has the right to demand advance payment of the full invoice with regard to this delivery prior to delivering the goods in question. Metallo shall not be obligated to deliver the goods if the total debt of the buyer is reduced to less than the amount insured by the credit insurer due to partial payment of the last invoice.

- f) In case of omission of payment on the expiry date, the buyer shall, by right and without prior proof of default, owe a late fee of 12% on an annual basis. In addition and for coverage of the extrajudicial collection costs, the buyer shall owe compensation of damages fixed at 10% of the open invoice amount, with a minimum of 100.00 Euros.

- g) Without prejudice to article 8, the non-payment of an invoice or an exchange on the expiry date by the buyer shall have the result that immediately and without prior proof of default:
- all non-expired invoices of the same buyer are payable as a whole, and
 - all deliveries to the buyer that have not-yet been made shall be suspended until the moment that all invoices, including the non-expired invoices, are paid.
- For the application of this article, "the buyer" is understood to mean the actual buyer and all companies associated with him in the sense of the Belgian Companies Code.
- h) The buyer expressly renounces the right to defer, suspend or compensate payment of all amounts that he owes under the purchase agreement, including these general conditions, due to claimed breach of contract caused by Metallo including - but not limited to - claimed non-conformity and/or hidden faults. The buyer expressly recognizes the application of the rule "pay first, talk later". However, Metallo is at all times entitled to compensate its debts toward the buyer - regardless of the cause thereof - by the sums that the buyer, or a company associated with the buyer, owes to Metallo, also for whatever reason.

6. Conformity and acceptance

- a) The buyer and Metallo shall finally agree in the purchase agreement to the specifications that the goods must meet. Any ambiguity with regard to the specifications provided by the buyer, insofar as they are confirmed by Metallo, shall - in contradiction to article 1603, paragraph 2 of the Belgian Civil Code or any other applicable legal stipulation with the same bearing - be construed against the buyer.
- b) Metallo shall not make any other guarantee than that at the moment of delivery the goods shall meet the contractually determined specifications and conform to the statement on the packaging or the label and in the accompanying freight documents. Metallo confers no explicit or implicit guarantee with regard to suitability for a particular use, saleability or otherwise.
- c) Prior to the goods being unloaded at the buyer's location, the buyer shall perform all necessary checks to ensure that the goods conform to the contractually determined specifications. The buyer shall also take at least three samples of the goods that are to be retained. Both the check and the sampling shall be done in a way that is usual for these goods, and such that the "usual character" is evaluated on the basis of all relevant circumstances. The costs of this shall be borne by the buyer. Metallo also has the right to be present, at its expense, at the checks and sampling - whether or not via a representative. If the buyer unloads the goods without prior checks and sampling, he shall incontestably be considered to have accepted the goods and irrevocably renounces his rights - of whatever nature - toward Metallo regarding non-conformity that could be immediately established with a check and/or sampling.
- d) In case of non-acceptance, the buyer is obliged to inform Metallo of the non-conformity, of which a detailed description shall be given, by registered letter - of which a copy is sent by email or fax at the same time - within a period of 24 hours after the delivery. Except in case of force majeure, the buyer irrevocably loses his rights - of whatever nature - toward

Metallo due to non-conformity if both the email or fax and the registered letter are not sent to Metallo within this period of 24 hours.

- e) Metallo is only liable for one week after delivery for non-conformity that could not be established by the checks and/or sampling stated in sub b of article 6, on the condition that the buyer informs Metallo of this by registered letter - of which a copy is sent by email or fax at the same time. Except in case of force majeure, the buyer irrevocably loses his rights - of whatever nature - toward Metallo due to non-conformity if both the email or fax and the registered letter are not sent to Metallo within this period of one week after delivery.
- f) Metallo shall in no case be liable for non-conformity of goods that have since been fully or partially used or consumed, that no longer have their original form, or that have been mixed by the buyer.

7. Liability

- a) If Metallo is liable for loss or damage - other than death or personal injury - that results from, or is connected with, the contract, Metallo has the option of either paying compensation of damages or replacing the deficient goods.
- b) The compensation of damages shall never exceed the difference between the value of the goods at the moment of delivery and the price set in the agreement.
- c) If Metallo opts to replace the deficient goods, the buyer shall be obligated to allow Metallo to repossess the originally delivered goods. In that case Metallo has the option of either providing replacement goods within a reasonable period, or granting the buyer written permission to buy replacement goods, with the understanding that, in that case, Metallo shall pay the reasonable price difference between the goods. The choice is exclusively that of Metallo and the buyer only has the right to purchase replacement goods after prior written permission of Metallo. In no case can the buyer claim additional compensation of damages.
- d) Metallo shall in no case be liable for consequential loss or indirect damages, however these arise. In any case - and insofar as the purchase agreement or these general conditions do not provide a more limited liability - the compensation of damages in all cases is limited to the purchase price.

8. Transported isolated intermediate products

- a) If the goods are transported isolated intermediates in the sense of Regulation 1907/2006, Metallo shall only deliver these transported isolated intermediates if the buyer has confirmed in writing that (i) he is informed of the strictly controlled conditions that must be fulfilled to synthesize chemical substances from these intermediates (and that are also found in article 10, paragraph 4 of Regulation 1907/2006) and (ii) he shall strictly follow these strictly controlled conditions.

- b) The buyer shall indemnify Metallo against all claims from third parties, including the European and Belgian governments, for violations by the buyer of these strictly controlled conditions.

9. Non-fulfillment by the buyer

- a) Without prejudice to other rights and available means of redress, Metallo has the right to terminate the agreement, without prior notification or default and without retrospective judicial review with regard to the seriousness of the reasons for termination, or to immediately suspend all and any further deliveries, if:
- a. any sum resulting from any agreement between the parties is owing and payable and remains unpaid; or
 - b. the buyer remains in default for receiving whatever goods resulting from any agreement between the parties; or
 - c. the buyer becomes insolvent, is in a state of settlement, a provisional administrator has been assigned for the buyer, the buyer fully or partially suspends payment of his debts, enters a disposition with creditors, is the object of a declaration of bankruptcy or of any other procedure of a similar nature, or in case that a similar process takes place in accordance with the law that is applicable to the buyer.
- b) In any case stated in paragraph a. of this article, Metallo has the right to demand advance payment and to demand the security that Metallo deems necessary to resume delivery under this or any other contract with the buyer.

10. Force majeure or unforeseen circumstances

Metallo shall not be held liable for any delay in the performance of its obligations or the non-performance thereof in the event that this delay in performance or non-performance is fully or partially the result of:

- shortages or interruptions of the supply of materials or of natural sources;
- shortages of means of transport;
- the non-performance by the supplier of Metallo of his obligations, entered into with regard to Metallo as a result of the agreement of Metallo with the buyer, if Metallo demonstrates that Metallo does not have the goods to be delivered in stock itself;
- flooding, fire, act of God, war, revolt, civil revolution, strikes, lock-outs, industrial unrest, stormy weather, actions of civil or military governments, etc.;
- circumstances beyond the reasonable control of Metallo.

11. Transfer

The buyer is not permitted to transfer the agreement or any rights or obligations resulting from the agreement without the prior written permission of Metallo.

12. Anti-Bribery, Anti-Corruption and Anti-Money Laundering

The buyer hereby agrees that, at all times in connection with and throughout the course of the agreement and thereafter, he will comply and will take all reasonable measures to ensure that his personnel, agents, representatives, sub-contractors and any other person acting on his behalf will comply with all applicable anti-bribery, anti-corruption and anti-money laundering laws and regulations including such applicable laws and regulations in the jurisdiction in which the buyer has his registered office and/or business address and the jurisdiction in which the agreement will be executed (if different).

The buyer will notify Metallo immediately upon becoming aware of any actual or potential breach of the provisions of this article.

If the buyer is alleged to have breached those anti-bribery, anti-corruption and anti-money laundering laws and regulations Metallo shall be entitled forthwith to terminate this agreement by written notice to the buyer without any indemnity whatsoever.

The buyer shall compensate Metallo for any loss or damage incurred or sustained by Metallo or any Metallo group company in consequence of having breached any such laws and regulations.

13. Compliance with Metallo's Code of Conduct

The buyer has read Metallo's Code of Conduct as set on Metallo's website under <http://metallo.com/downloads> and commits to comply with the principles contained in this Code of Conduct in the performance of the agreement.

14. Applicable law and qualified courts

- a) The agreement is subject to Belgian law.
- b) The courts of the judicial district of Turnhout (Belgium) are exclusively qualified to settle all disputes with regard to the purchase agreement, including these general conditions. If the dispute falls under the material authority of the justice of the peace, then only the justice of the peace of the district of Turnhout (Belgium) is qualified.