

General Terms and Conditions on the Refinement of Precious Metal-Containing Material / “Refining Conditions”

1 Scope of Application

These Heraeus Precious Metal North America General Terms and Conditions on the Refinement of Precious Metal-Containing Material, also known as Refining Conditions (these “**Terms**”) govern the refinement of Heraeus Precious Metals North America LLC (“**Heraeus**”) of precious metal-containing material delivered by the Customer (“**Refining Material**”).

These Terms, together with the quotation of Heraeus provided with these Terms (“**Quotation**”), contain all agreements and understandings between the parties with regard to any refining contracts to be concluded between Heraeus and the Customer, and the provisions of these Terms and the Quotation are conclusive and binding upon the parties. Heraeus hereby rejects any terms and conditions of the Customer which deviate from these Terms or from applicable rules or law. The Customer’s terms and conditions will be accepted only with the express written consent of Heraeus.

2 Delivery of the Refining Material

2.1 The Refining Material shall be delivered “DAP”, Incoterms 2020 (place of destination as indicated in the Quotation) at the Customer’s risk and expense.

2.2 Refining Material may only be provided by the customer to Heraeus after Heraeus has (i) received all information and documentation requested in the Quotation and (ii) approved delivery in writing. In no event may Refining Material with a content of radioactive isotopes of 1000 nS/h or higher be delivered to Heraeus. Refining Material with a content of radioactive isotopes below 1000 nS/h, but above 200 nS/h, may be delivered only with Heraeus’ prior written consent.

2.3 Acceptance of Refining Material which is provided to Heraeus in violation of Sec. 2.1 or Sec. 2.2 will, at Heraeus’ discretion, be either (i) subject to a surcharge as reasonably determined by Heraeus or (ii) refused with the Refining Material being returned to customer at Customer’s risk and expense. In addition, Heraeus reserves the right to assert claims for damages arising from or in connection with such violation.

2.4 During an incoming inspection of the Refining Material, Heraeus will determine the type and number of containers and the gross incoming weight and check the containers for visible and, in Heraeus’ sole determination, significant external damages. The gross incoming weight will be recorded in writing and the Customer will be notified. If the Customer does not object within 4 working days to the weight so notified, the weight will be deemed accepted by the Customer. “**Working day**” means any day other than Saturdays, Sundays, legal holidays, and bridge days of the Heraeus plant.

If Heraeus discovers any damages or inconsistency according to this Sec. 2.4, Heraeus will inform the Customer. In this case, the agreed Precious Metal Availability (as defined in Sec. 7) will be extended as agreed between the parties, however, at least by the

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same period of time the parties take to agree on a solution. Heraeus is not obligated to conduct any further inspection other than as set forth in Sec. 2.4. During the incoming inspection, Heraeus is not obliged to open the containers or to check the delivered material for consistency with the documentation regarding the Refining Material provided by the Customer.

2.5 If Heraeus discovers at any stage that the Refining Material is not consistent with the documentation regarding the Refining Material provided by the Customer, Heraeus must inform the Customer of the respective inconsistencies only if Heraeus refuses to perform the refining based on these inconsistencies or at agreed commercial conditions. Heraeus will also inform the Customer if the Refining Material is quarantined due to inconsistencies with the documentation regarding the Refining Material or if the Refining Material containers were compromised.

3 Title to the Refining Material

3.1 In case of a toll refining, the Customer will keep title to the Refining Material, and the precious metals contained therein, until settlement, pursuant Sec. 7. Upon settlement, title to all such Refining Materials and precious metals contained therein will transfer to Heraeus; provided, however, at settlement, Heraeus will credit the Precious Metal Credit determined thereat to Customer’s precious metal weight account, as further provided herein. Heraeus has no obligation to treat, store, return or refund and is further not liable for any loss of other items (if any) contained in the Refining Materials except the Precious Metal Credit of the Covered Precious Metals.

3.2 In case the Refining Material is purchased by Heraeus, title to the Refining Material will transfer to Heraeus upon the transfer of the risk of loss and damage according to the relevant Incoterm. In case that Heraeus provides, upon Heraeus’ sole discretion, a (full or partial) advance payment, title to the Refining Material will transfer to Heraeus on the earlier of such (full or partial) advance payment or the transfer of risk of loss and damage according to the relevant Incoterm.

4 Service Level

Heraeus will perform its services for the Customer with due and reasonable diligence, following the processes and procedures customarily applied by Heraeus. Heraeus does not and cannot guarantee any specific outcome or assume any responsibility beyond performing its services to this standard. In particular, Heraeus does not and cannot guarantee the successful pretreatment, homogenization, sampling or refining of the Refining Material.

5 Process Description, Determination of Settlement Weight

5.1 Heraeus will determine the net incoming weight of Refining Material by deducting the tare weight from the gross incoming weight. If necessary, Heraeus will

pretreat and homogenize the Refining Material. In certain cases, low-grade materials or materials to be discarded will be removed in consultation with the Customer prior to refining. The weight of the homogenized Refining Material, less (a) the weight of the retained samples, (b) the weight of materials removed according to Sec. 5.2, and (c) any weight reduction from Heraeus' customary processes (e.g. drying, melting, ignition), will be the settlement weight relevant for final settlement ("**Settlement Weight**").

5.2 Where necessary, certain materials (e.g. inerts) will be removed prior to or during the Process from the Refining Material in consultation with the Customer. Customer's title in these materials will lapse.

5.3 Heraeus will extract at least the agreed number of samples. From the extracted samples, an agreed number of samples will be given to the Customer. The date of sampling depends on capacity utilization.

5.4 Pretreatment, homogenization, weighing, sampling splitting of samples, determination of moisture, and Settlement Value (as defined in Sec. 6) and refining (collectively, the "**Process**") will be performed consistent with the processes and procedures customarily applied by Heraeus and are binding for the Customer.

5.5 If technically feasible, and without interfering with normal working procedures at Heraeus, the Customer or its representative may attend the sampling. If the Customer or its representative is present during sampling, the Customer must acknowledge the applicable written sampling protocol, a copy of which the Customer will receive for its records. If neither the Customer nor its representative attend the sampling, the Customer will not receive a copy of the sampling protocol.

5.6 Heraeus will keep unused samples for six months after the date of sampling.

5.7 Upon completion of sampling and transfer of title, as described in Sec. 3, Heraeus is entitled to commence with the refinement of the Refining Material.

6 Determination of the Settlement Basis

6.1 Whether or not the Customer is represented at sampling, Heraeus considers a variety of factors in determining the settlement value for the Refining Material ("**Settlement Value**"), including among others, the character and historic quality of Customer's Refining Material, Heraeus' laboratory analysis and the uncertainties thereof, Customer's estimate or projection of precious metal content in the Refining Material, the estimated yield on final recovery, Heraeus' risks and costs, and Heraeus' refining practices and processes. Regardless of whether or not a process with or without exchanges of Settlement Values was demanded by the Customer in accordance with Sec. 6.3, only the precious metals that have been agreed between the parties ("**Covered Precious Metals**") will be included in Heraeus' statement of Settlement Values (and subsequently refunded to the Customer, or, if applicable, purchased by Heraeus).

6.2 If the Customer does not elect an exchange of Settlement Values in accordance with Sec. 6.3, then, absent Customer's objection alleging Heraeus' manifest error in Heraeus' Settlement Value raised within 5 business days after such Settlement Value was proposed to the Customer, the Settlement Value proposed by

Heraeus to the Customer shall be the settlement basis for final settlement ("**Settlement Basis**"). If Customer raises an objection under this Sec. 6.2 and Heraeus verifies the existence of manifest error in its Settlement Value, Heraeus may revisit and correct its determination of its Settlement Value, otherwise, Heraeus' Settlement Value shall be the Settlement Basis as described in this Sec. 6.2.

6.3 If the Customer elects an exchange of Settlement Values according to this Sec. 6.3, the Settlement Basis will be determined as follows:

6.3.1 Heraeus and the Customer will simultaneously exchange, in an agreed format (e.g. registered mail or email), one proposed Settlement Value on a date agreed upon in advance between the parties. Thereafter:

6.3.2 If the exchanged Settlement Values fall within the splitting limits, the arithmetic mean of the exchanged Settlement Values will be the Settlement Basis. The splitting limits are set forth in the Quotation.

6.3.3 If the exchanged Settlement Values are outside the splitting limits, the exchange of the Settlement Values will be repeated, unless the parties first mutually agree to (i) a Settlement Basis or (ii) proceed with a neutral umpire laboratory to conduct an umpire assay. The second exchange, if conducted, will automatically supersede the results of the first exchange. If the Settlement Values of the second exchange are still outside the splitting limits, the parties will endeavor to amicably agree on a Settlement Basis. If no agreement is reached, a neutral umpire laboratory will conduct an umpire assay on a retained umpire sample in accordance with Sec. 6.3.4.

6.3.4 The umpire laboratory will be selected from a pre-approved list provided with the Quotation after eliminating: (a) any laboratory that represented either party at the sampling of the Refining Material; (b) any laboratory that conducted assays for any party and (c) one laboratory by each party for any or no reason.

6.3.5 If the result obtained by the umpire (calculated as the arithmetic mean of the assay results determined by the umpire) falls between the Settlement Values exchanged by the parties, the arithmetic mean of the umpire's result and the Settlement Value that is closest to the umpire's result will be the Settlement Basis. If the result of the umpire is outside the Settlement Values of the parties, the Settlement Value that is closest to the umpire's result will be the Settlement Basis.

6.3.6 The cost of the umpire assay must be paid by the party whose Settlement Value deviates most from the umpire's result.

6.3.7 The comparison between the Settlement Values of the parties or with the umpire results shall always be made between the respective values in troy ounces, unless Customer and Heraeus otherwise agree in writing. These are determined as follows: Settlement Value in % x Settlement Weight. In the case of a loss on ignition, the loss on ignition determined by the respective party shall be taken as a basis for the determination of such party's Settlement Value respective umpire value.

6.3.8 If the Customer fails to engage with Heraeus in an exchange of the Settlement Values for longer than three months, the Settlement Value proposed by Heraeus will be the Settlement Basis.

7 Final Settlement

7.1 The Precious Metal Credit for each Covered Precious Metal ("**Precious Metal Credit**") will be determined as follows:

Precious Metal Credit (in the agreed unit of weight) =

Settlement Basis in $\frac{\%}{100}$ x Return Rate in $\frac{\%}{100}$ x Settlement Weight in the agreed unit of weight

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Additional calculation parameter: Minimum Deduction

Any "Minimum Deduction" set forth in the Quotation will be deducted from the Precious Metal Credit.

Unless otherwise expressly agreed in writing, Heraeus does not return or compensate for any low-grade material or other materials discarded in consultation with the Customer.

7.2 The final settlement will be made within the availability period set forth in the Quotation ("**Precious Metal Availability**"). If the Precious Metal Availability of the Precious Metal Credit is expressed in days, the term "days" shall mean calendar days.

7.3 If, during the Precious Metal Availability, an Operation Disruption (as defined below) or an Force Majeure Event (as defined in Sec. 12) occurs which directly or indirectly prevents, restricts, or interferes with return of Precious Metal Credit or makes performance commercially unreasonable for Heraeus, such Precious Metal Availability will automatically be extended for a period of time that is equivalent to the period of the Operation Disruption or Force Majeure Event. The following events shall each be considered an "Operation Disruption": (i) Heraeus's production plants or facilities that are essential for refining or performing services hereunder are not in operation (e.g. annual physical inventory, scheduled or unscheduled plant maintenance, production changeover, legal holidays, governmental inspection); (ii) inability or significant impediment or delay to obtain raw materials (or other materials, sundry chemicals or utilities necessary for the Process), equipment, fuel, or transportation; (iii) inability or significant impediment to use machinery, facilities, or information technology systems which are required for the Process; (iv) any delay of the Process caused by or attributable to Customer or Customer's representative; or (v) number of days required for issuance of required licensing and approvals by local, state, and federal regulatory bodies. 7.4 It is the understanding of the parties that the refining service will be deemed performed by Heraeus upon completion of the final settlement as follows:

7.4.1 In case of a toll refining, final settlement shall be deemed completed once Heraeus has credited the Precious Metal Credit to the Customer's precious metal weight account maintained at Heraeus.

7.4.2 In case of a purchase of Refining Material, final settlement shall be deemed completed upon payment of the Purchase Price (as defined in Sec. 9.1a)).

7.5 Unless otherwise agreed between Heraeus and the Customer, Heraeus will credit the refundable precious metals to the Customer's precious metal weight account maintained at the Heraeus location indicated on the Quotation.

8 Precious Metal Weight Accounts

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8.1 Unless otherwise agreed in writing, Heraeus will maintain separate unallocated precious metal weight accounts (each also known as a "precious metal weight account") for Customer as current accounts for each Covered Precious Metal. Precious metal weight accounts are not depository or warehouse agreements and Heraeus does not maintain, identify, or allocate physical precious metal inventories for or to any precious metal weight account. Any physical precious metal, however, is fungible and will be dealt with in Heraeus' sole and absolute discretion, including commingling, consignment, lease, or other disposition thereof, subject to undertakings and obligations herein. Any positive balance on a precious metal weight account constitutes a claim for delivery of precious metals of like-kind in the respective amount according to Sec. 9.

8.2 After the Precious Metal Credit is credited against a precious metal weight account, the parties' mutual claims for the delivery of precious metals will be replaced by a claim to the balance of the precious metal weight account. Any objections against a balance confirmation or a precious metal weight account statement for incompleteness or inaccuracy must be raised by the Customer within ten days of the Customer's receipt of such balance confirmation or precious metal weight account statement. The absence of a timely objection will be deemed to constitute approval by the Customer of the applicable balance or precious metal weight account statement. The parties will resolve any precious metal weight account dispute in good faith. Heraeus will specifically inform the Customer of this consequence when issuing a balance confirmation or a precious metal weight account statement. The Customer may demand a correction of the balance confirmation or the precious metal weight account statement also after the elapse of the aforementioned ten-day period; always provided, however, that in such case the burden of proof for the purported improper debiting of the Customer's precious metal weight account or the non-issuance of a credit that is due to the Customer will rest on the Customer.

8.3 Heraeus may, at any time and without stating reasons, cancel precious metal weight accounts of the Customer with notice and physically return precious metals to the Customer in order to balance the Customer's precious metal weight accounts. The quality requirements for the precious metals to be returned are set forth in Sec. 9.1 (b) below.

9 Further Disposition of Credited Precious Metals

9.1 With regard to the precious metals credited to its precious metal weight account, the Customer has the following options:

a) Sale of the precious metals to Heraeus under a separate purchase agreement on the basis of a purchase price offered by Heraeus. Heraeus is under no obligation to purchase the offered precious metals.

b) Physical return of the precious metals (bars, granules, sponge, or powder), which may take up to 10 working days after the applicable Precious Metal Availability. Heraeus will notify the Customer in advance of any costs associated with such return.

The return shipment of precious metal will be FCA Heraeus facility identified on the Quotation (Incoterms 2020).

If the Customer elects to receive the precious metals in the form of bars or grains, the Customer will pay the additional costs for manufacture. Upon request, Heraeus will inform the Customer of the amount of such costs.

The precious metals to be returned shall be of the following quality:

Platinum	sponge, 99.95 % *
Gold	granules, 99.99 %
Silver	granules, 99.95 %
Iridium	powder, 99.90 %*
Rhodium	powder, 99.90 %*
Palladium	sponge, 99.95 %*, ground, grain size ≤ 2 mm
Ruthenium	powder, 99.90 %*

* this value may be further reduced by a loss of reduction (LOR) or loss on ignition (LOI) not exceeding 0.05%

c) Return of the precious metals as part of products purchased by the Customer from Heraeus under separate, to be agreed upon, purchase agreements, and further subject to applicable rule or law.

Return of the precious metals as part of products purchased by the Customer from a Heraeus affiliate under separate purchase agreements is only possible, if a credit item in the precious metal weight account can be transferred to a precious metal weight account of the Customer at the respective Heraeus affiliate in compliance with applicable tax law.

d) Holding the precious metal balance in the precious metal weight account at Heraeus.

e) Transfer to other precious metal weight accounts subject to Heraeus's consent expressed in compliance with applicable rule or law. Heraeus will notify the Customer in advance of any costs associated with such transfer that will be charged to Customer.

10. Commercial Terms

10.1 Subject to these Terms, the agreed Covered Precious Metals and fees and charges to be paid by the Customer to Heraeus for the Process, the payment terms, the Return Rate, the Minimum Deduction, and the Precious Metal Availability (together the "**Commercial Terms**") are set forth in the Quotation. Unless otherwise stated in the Quotation, all fees and charges are due for payment upon final settlement. Invoicing shall be effected upon final settlement.

10.2 Heraeus shall be entitled to request a commercially reasonable adjustment of the Commercial Terms if factors that existed upon issuance of the Quotation and became the basis of the contract have significantly changed. A significant change of factors shall be deemed to exist, by way of example only, but without limitation, in the following cases:

10.2.1 If the Refining Material (i) deviates from the information in the Material Questionnaire or any other document describing the characteristics or quality of the Refining Material or (ii) deviates from samples provided;

10.2.2 Deviations between the quantities of Refining Material contractually agreed or forecasted by the

customer per week, month and/or year and the quantities of Refining Material delivered;

10.2.3 Deviations between the Price Base of a Covered Precious Metal on the last date of the Precious Metal Availability from the Price Base of such Covered Precious Metal on the date of the Quotation;

10.2.4 Increase of the standard interest rates which Heraeus has to pay for leasing the Covered Precious Metals on the last date of the Precious Metal Availability from the interest rate of such Covered Precious Metal on the date of the Quotation;

10.2.5 Any costs increase deriving from changes to taxes, levies and other public or administrative duties.

10.3 If the Customer does not accept the adjustment of the Commercial Terms requested by Heraeus, Heraeus shall be entitled to terminate the relevant transaction.

11. Provision of Security for the Benefit of Heraeus

11.1 In an addition to any transfer of title, and in the event title to the metal does not perfect with Heraeus, by shipping the Refining Material, the Customer grants to Heraeus a first-priority security interest in all of the Refining Material, Covered Precious Metal, credit items and the balances in favor of the Customer on the Customer's precious metal weight account, and other tangible property delivered by the Customer to the possession, custody, or control of Heraeus (each and collectively "Collateral") to secure all liabilities and obligations of every kind and nature now or hereafter owing by the Customer to Heraeus, whether pursuant to these Terms or relating to any other transaction between the Customer and Heraeus. Heraeus' rights are those of a secured party under the Uniform Commercial Code of New York. As applicable, the foregoing security interest shall attach as soon as the Refining Material has been delivered to Heraeus, the precious metals are available, or the credit items or the balances in favor of the Customer have been created in the Customer's precious metal weight account. Without limiting its other rights, Heraeus may file a financing statement or other documentation as evidence of such security interest, and the Customer must execute and deliver any necessary documents to perfect Heraeus' security interest.

11.2 Heraeus has the right, at any time but with subsequent notice to the Customer, to set off any liability of Heraeus to the Customer or its affiliated companies against any liability of the Customer or its affiliated companies to Heraeus, whether or not the same is then due and payable, and to convert metal to money or money to metal at market value on the date of such set off. If the obligation of Heraeus to Customer or the obligation of Customer to Heraeus is for the delivery or the transfer of precious metals, the value of the precious metals shall be determined as follows:

- Gold: based on the P.M. price per troy ounce published by the London Bullion Market Association ("**LBMA**") in US Dollar on www.lbma.org.uk,

- Silver: based on the price per troy ounce published by the LBMA in US Dollar on www.lbma.org.uk,

- Platinum and palladium: based on the P.M. price per troy ounce published in US Dollar on www.lppm.com,
- Iridium, rhodium and ruthenium: based on the Platts Metals Week New York Dealer Mid-Price per troy ounce determined in US Dollar by S&P Global Platts (a division of S&P Global Inc.) on a weekly basis

The right of setoff also permits the set-off of claims of companies that are affiliates of Heraeus against claims of companies that are affiliates of the Customer.

11.3 To the extent permitted by applicable law, in the event: (i) Customer's performance under these Terms is delayed or (ii) an extraordinary termination of any refining contract is effected by Heraeus, or (iii) the Customer files for bankruptcy or insolvency or bankruptcy or insolvency proceedings are instituted against the Customer, Heraeus shall be entitled to liquidate and/or privately sell the Collateral at the then current market price, as applicable. If the proceeds of such liquidation and/or private sale exceed Heraeus' claims against the Customer, the excess shall be paid to the Customer. Prior to any such sale, Heraeus shall notify the Customer of the impending sale of the applicable Collateral stating the amount owed by the Customer due to which such sale is intended. Heraeus shall promptly inform the Customer about the effected sale of the Collateral and of the sales proceeds thereby achieved.

11.4 Heraeus shall be obliged to return precious metals to the Customer or to carry out instructions of the Customer regarding the credit items entered on its precious metal weight account only if and to the extent that the aggregate value of those precious metals exceeds the sum total of all claims due to Heraeus from the business relationship with the Customer.

12. Force Majeure

12.1 If Heraeus's (including, but not limited to, any of its sub-contractor's or supplier's) or Customer's ability to perform its obligations hereunder is directly or indirectly restricted, limited, delayed, interfered with, or prevented, in whole or in part, by any event of force majeure, then the party so affected will be excused, discharged, and released from performance to the extent and for the duration that such performance is so restricted, limited, delayed, interfered with, or prevented, without liability of any kind to the other party or any third party due to late-performance or non-performance. Any reason whatsoever not reasonably within the control of Heraeus (including, but not limited to, any of its subcontractors or its suppliers) or Customer, including, but not limited to, act of God, disease, epidemic or outbreak, epidemic or pandemic border closures, war, invasion, act of foreign enemy, hostilities, civil war, rebellion, civil strife, strikes or industrial dispute, insolvency or bankruptcy of a supplier, any law, rule, regulation, order or other action by any government or public authority, transportation delays, any Operation Disruption if caused by an event outside of the reasonable control of Heraeus, or the refusal of any necessary license is a "event of force majeure." An event of force majeure will also be deemed to exist if Heraeus can prove (a) that the Refining Material provided by the Customer cannot be homogenized or sampled using the methods customarily applied by Heraeus and/or (b) that Heraeus production plants that are essential for refining become partly or fully inoperative due to reasons that could not be foreseen by Heraeus and/or (c) that

production plants are permanently or temporarily inoperable due to the incorrect specification of Refining Material.

12.2 Each party will exercise reasonable commercial efforts to resolve any event of force majeure as promptly as practicable.

12.2 The affected party shall notify the other party as to the nature and probable duration of the event of force majeure. If the event of force majeure continues for an uninterrupted period of forty-five (45) days, then either party may terminate any affected transaction concluded hereunder by giving written notice of termination to the other party, provided the event of force majeure is still in effect at the time of giving written notice of termination to the other party.

13 Representations of the Customer

The Customer represents and warrants:

- that it is the owner of the Refining Material offered for refinement or for purchase, or that it has the unrestricted and unencumbered right to so offer, and that the Refining Material is free from any third-party claims or liens; and
- that it will carry out all refining orders or sales transactions in its own name and for its own account and that it will not act as undisclosed agent for third parties in connection with any transaction between the Customer and Heraeus; and
- that the Refining Material offered for refinement or for purchase does not contain any conflict minerals as defined in the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas, under special consideration of ANNEX I to III, and is not related to money laundering, terrorism financing or any other illegal activity; and
- the information and data provided by it in the Code of Conduct for Heraeus Precious Metal Suppliers and in the Materials Questionnaire (if requested by Heraeus) are correct and complete.

14. Extraordinary Termination Rights of Heraeus

14.1 Heraeus may, in whole or in part, terminate any refining contract for cause with immediate effect, or rescind the purchase of the Refining Material if, without limitation:

- the Refining Material could not be successfully Processed using the methods customarily applied by Heraeus or if a successful Processing is deemed unlikely; or
- Heraeus concludes that the refining is economically unviable (i.e., the refining costs are higher than the value of the precious metals expected to be recovered); or
- the refining order cannot be executed as scheduled in accordance with Regulation (EC) No. 1013/2006; or
- the Refining Material is not delivered or purchased in accordance with applicable rule or law; or
- a representation made by the Customer pursuant to Section 13 is found to be incorrect or incomplete in

any material aspect or the Customer fails to make a representation within a reasonable grace period; or

- in accordance with Sec. 10.3.

14.2 If it is revealed that the documentation regarding the Refining Material provided by the Customer (including, but not limited to, Material Safety Data Sheet) was incorrect or incomplete and the missing or incorrect information was a substantial factor for Heraeus' decision to accept or purchase the Refining Material, Heraeus may renegotiate the commercial terms as set forth in Sec. 10.2.

14.3 Further extraordinary rights of termination of Heraeus shall remain unaffected by the preceding provision.

14.4 In the event of an extraordinary termination by Heraeus, Heraeus shall return the Refining Material to the Customer in the then current condition at the Customer's risk and expense. The Customer shall not be entitled to assert any claims for compensation or damages against Heraeus due to the extraordinary termination or rescission and/or the return of the Refining Material.

15. Warranties, Liability, Indemnification

15.1 The Customer will indemnify, defend and hold harmless Heraeus, its directors, officers, employees, and agents from and against any and all liability, loss, damage and expense (including, reasonable attorneys' fees and costs) in connection with any third-party suit, demand, or action to the extent such liability loss, damage, or expense is based on, arises from, or is connected with (a) the negligent or willful acts or omissions by the Customer, or any of its employees, officers, or agents, (b) any right, title or interest in the Materials, (c) hazardous substances for which the Customer failed to notify and obtain Heraeus' specific written approval, (d) any failure to package, label, or deliver materials in accordance with applicable rules or laws, and (e) any instructions or false or misleading information of any character whatsoever given or supplied by the Customer that has a materially adverse effect on Heraeus. The Customer is not required to indemnify, defend, and hold harmless Heraeus for the portion of any liability, loss, damages, or expense attributable to the negligent act of Heraeus, its employees or agents.

15.2 Heraeus warrants that, upon delivery of the precious metal, (a) Heraeus has all rights, title, and interest in such precious metal free of all liens, encumbrances, or similar restrictions, and (b) unless otherwise agreed by the parties in writing, such precious metals will have the quality set forth in Section 9.1 (b). THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, HERAEUS MAKES NO WARRANTY AS TO THE FITNESS OF ANY PRECIOUS METAL FOR A PARTICULAR PURPOSE OR NEED OF THE CUSTOMER OR ANY THIRD PARTY, OR AS TO THE MERCHANTABILITY OF SUCH PRECIOUS METAL.

15.3 HERAEUS' LIABILITY FOR ANY BREACH OF WARRANTY, AND THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR SUCH BREACH, IS ABSOLUTELY LIMITED AS FOLLOWS: (I) IN THE CASE OF ANY DEFECT IN HERAEUS' RIGHT, TITLE, OR INTEREST IN OR TO ANY PRECIOUS METAL, TO

CLEARING SAME, AND (II) IN THE CASE OF ANY LIEN, ENCUMBRANCE, OR SIMILAR RESTRICTION, TO THE REMOVAL OF SAME. HERAEUS MAY ALSO REMEDY BREACH BY REPLACING THE APPLICABLE PRECIOUS METAL WITH PRECIOUS METAL THAT COMPLIES WITH ALL WARRANTIES UNDER THESE TERMS.

15.3 All claims for breach of warranty of minimum purity must be made in writing to Heraeus within 20 calendar days after receipt of the precious metal. Heraeus' liability is strictly conditioned upon its timely receipt of such notice. The Customer's failure to notify Heraeus within the 20-day period constitutes its acceptance of the Precious Metal and a waiver and release of all claims and disputes relating to or arising from any non-conformity thereof. Incorporation of precious metal into the Customer's products or sale to a third party terminates the warranty for purity in Section 9.1(b).

15.4 No Precious Metal may be returned to Heraeus unless (i) written notice has been given to Heraeus, (ii) Heraeus representatives have had the opportunity to inspect the precious metal to determine any non-conformity, and (iii) Heraeus has authorized a return shipment in writing. Customer must prepay all freight, insurance, and other applicable costs of authorized returns of non-conforming precious metal. Risk of loss during the return of non-conforming metals will pass to Heraeus upon Heraeus' acceptance of the non-conforming metals at Heraeus' receiving dock.

15.5 Any claim or dispute arising under these Terms will expire and will be deemed waived if the Customer does not notify Heraeus in writing within 30 days after the earlier of (i) the occurrence of the event giving rise to such claim or dispute or (ii) the date of settlement. The Customer's failure to notify Heraeus within such period constitutes a waiver and release of all such claims and disputes against Heraeus.

15.6 EXCEPT AS PROVIDED UNDER SECTION 15.2 AND FOR ANY CLAIM OR DISPUTE THAT HERAEUS FAILED TO MAKE A REQUIRED DELIVERY OF PRECIOUS METALS, HERAEUS' SOLE LIABILITY FOR DAMAGES IN CONNECTION WITH ANY CLAIM OR DISPUTE, WHETHER BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY, WILL BE LIMITED TO THE REFUND OF FEES PAID BY THE CUSTOMER. IN NO EVENT WILL HERAEUS BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR LOST PROFITS BY REASON OF ANY ALLEGED BREACH OF THESE TERMS, BREACH OF WARRANTY, MISCONDUCT, NEGLIGENCE OR ON ANY OTHER GROUNDS WHATSOEVER.

16. Export

16.1 In the event that the import or export of products or the fulfillment of any of Heraeus' contractual obligations hereto, is directly or indirectly prevented, restricted or interfered with due to an export or import restriction, sanction, quota or prohibition, or failing to receive a necessary license or consent ("**Export Restriction**"), Heraeus shall, without incurring any liability, be excused from such performance to the extent and for the duration of such prevention, restriction or interference.

16.2 An Export Restriction shall also be deemed to exist, if the fulfillment of Heraeus' contractual obligations is not legally prevented, restricted, or interfered with, but Heraeus or an affiliated company of Heraeus may be subject to civil or criminal sanctions due to national or international regulations, in particular export control regulations or other sanctions.

16.3 If the Export Restriction prevents, restricts, or interferes with the performance of Heraeus' contractual obligations for a continuous period of more than three months, each party is entitled to terminate the respective refining contract, without incurring any liability in this respect, by giving written notice to the other Party.

16.4 Upon request of Heraeus, Customer shall provide Heraeus with all information concerning the final recipient, the final destination, the intended use of the products and, if required, an end-use certificate.

17. Applicable Law, Court of Arbitration

17.1 These Terms are governed by the laws of the State of Delaware without reference to its conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods (CISG; the Vienna Convention) shall be excluded.

17.2 Any dispute arising out of these Terms shall be resolved by arbitration administered and resolved by binding arbitration in New Castle County, Delaware, and administered by the American Arbitration Association ("AAA") by a single arbitrator in accordance with the Commercial Arbitration Rules of the AAA in effect at the time the arbitration is commenced (except as modified herein). Any arbitration or award shall issue within one (1) year from the date claimant filed its notice of intention to arbitrate (i.e. the demand), and the arbitrator shall agree to comply with this schedule before accepting appointment. Judgment on the award rendered by the arbitrator is final and binding on the parties hereto, and may be entered in any court having appropriate jurisdiction.

18. Severability, Written Form

18.1 Should any provisions of these Terms be or become ineffective or impracticable, this will not affect the legal effectiveness of the remaining provisions.

18.2 The parties agree on the written form. No waiver or modification of this written form requirement will be valid or binding unless executed in a writing signed by both parties.

[END OF DOCUMENT]