

1. Scope

a) These Terms and Conditions are valid for all purchase and tolling contracts for raw materials (hereinafter Material or Materials) of Cosaco LLC (hereinafter Cosaco) with the Contract Partner (hereinafter the Contract Partner). The conditions of Cosaco apply exclusively. Cosaco does not accept alternative conditions of the Contract Partner, even if the conditions have not been expressly contradicted or a delivery has been accepted, unless Cosaco has expressly acknowledged the validity of such alternative conditions in writing. These conditions also apply to all future contracts/deliveries from the Contract Partner, even if the validity of the conditions has not been expressly agreed with the Contract Partner.

b) In case of deviation between these Terms and Conditions and the mutually agreed contract, the provisions of the contract shall prevail.

2. Confirmation of Contract

The contract of Cosaco is binding, even if the Contract Partner does not countersign the contract. However, for documentary and regulatory purposes a signed contract has to be returned by the Contract Partner to Cosaco within 14 days after date of our contract.

3. Customs Clearance

The Contract Partner shall assure to carry out export customs clearance by using the appropriate customs tariff number according to applicable national laws and regulations. The following documents are required to carry out the import customs clearance in the USA:

- Invoice
- Transport documents (e.g. Bill of Lading)
- Packing list
- Certificate of preferential origin
- Certificate of Analysis (no COA for Copper)
- HAZ IMDG (if applicable)
- Others (if applicable)

4. Declaration (Waste / Dangerous goods and hazardous Material)

The Contract Partner is responsible for declaration.

a) Waste: The Contract Partner commits to do all such other things as required to comply with all applicable laws, rules and regulations relating to the supply, delivery, shipment and treatment of waste. The Contract Partner shall be liable for all costs resulting from incorrectly declaring waste shipments and not carrying out the proper notifications.

b) Dangerous goods and hazardous Material: Dangerous goods and hazardous Materials must be correctly classified, documented, packed and labeled in accordance with GHS/CLP and ADR/IMDG, etc. The corresponding documents shall be presented upon delivery. The Contract Partner shall be liable for all costs resulting from incorrectly declaring Dangerous goods and hazardous Material.

5. Radioactivity and harmful components / impurities

a) The Contract Partner declares and guarantees that the Material is not radioactive.

b) If not otherwise agreed, the Contract Partner declares and guarantees that the Material is free of harmful components and impurities such as oil, chlorine, arsenic, bismuth, beryllium, cadmium, antimony, mercury, asbestos, etc., as well as free of other toxic substances.

c) The Contract Partner also guarantees that any delivered Materials from upstream suppliers are free from the above-mentioned components and impurities.

d) If radioactivity or harmful components or impurities are found, Cosaco reserves the right to reject the delivery and/or to deny entry to the receiving site or to store the Materials on its grounds, unless Cosaco is legally required to destroy, remove or otherwise process the Materials. After notification of non-conformance, the Contract Partner has a period of five working days to retrieve the non-conformant Materials. After this period has elapsed, Cosaco cannot guarantee for a separate storage of the delivered Material.

e) If radioactivity or harmful components or impurities are found, the Contract Partner shall compensate all corresponding costs and damages and indemnify Cosaco against all third party claims.

6. Notification / Documentation

a) The contract and reference numbers shall always be noted on corresponding documents. A detailed packing list is mandatory.

b) If applicable, the Safety Data Sheet has to be provided before the conclusion of the contract.

c) At the moment of delivery, the Contract Partner must hand over to Cosaco all documents that are required because of the law or the special stipulations of the corresponding purchase contract.

d) Cosaco reserves the right to reject deliveries for which the documents are insufficient and/or incorrect or notification details do not match the driver's name and/or license plates.

e) For any delivery which requires sampling activities other than agreed in the contract, the Contract Partner must announce these requests at the moment of notification of the Material. Cosaco reserves the right of performing sampling activities as contractually agreed if the above-mentioned requests have not been stated in due time.

7. Transport, Packaging, Load Securing and Unloading

a) Unless otherwise agreed, the Contract Partner shall load one quality of Material per truck or container only. If several qualities on one truck or container have been agreed, the Contract Partner shall ensure that the different

qualities are clearly marked, separated and can be precisely identified based on the packing list and can as well be unloaded separately.

b) Any unclear identification or incorrect loading of parcels will result in a halt of unloading (goods receipt process) and cause waiting times for the carrier or a refusal of the delivery. Cosaco cannot be held liable for any expenses caused by unclear identification or incorrect loading of parcels. In the case of unclear identification or incorrect loading of parcels, Cosaco reserves the right to charge an additional handling fee.

c) The Material must be packed as agreed in the contract. Unless otherwise agreed or unless requested due to reasonable security or legal reasons, the Material shall be loaded as bulk (loose). The Contract Partner warrants that any applicable wood packing materials comply with the ISPM15 regulation (IPPC Standard).

Cosaco reserves the right to pass on costs/fines resulting from a deviation of the contractually agreed packaging to the Contract Partner. The same applies to costs/fines that arise, e.g. due to additional efforts required for unloading or due to overloading. In particular, this applies if different Materials are not separated appropriately upon delivery.

d) The Material shall be stowed inside the truck or container in a traffic safe way in accordance with the legal stipulations and, in the absence thereof, in a usual manner, in order to safeguard workers' protection. All deliveries of Material that are done in open containers, tippers, trailers or waggons must be covered by a tarpaulin.

f) The Contract Partner shall agree with the respective shipping company 14 days free detention/demurrage "combined" and 14 days free storage at the port of destination. The Contract Partner shall confirm to Cosaco in writing the agreement with the shipping company.

g) The Contract Partner warrants that any vessel used for shipment of the cargo under this contract shall comply with the requirements of the ISPS Code relating to the vessel.

h) Contract Partner shall assure the issue of an Electronic Bill of Lading (Sea Waybill / Express Bill of Lading) whenever the business allows the usage of a corresponding electronic document. In case of telex release the Contract Partner shall send a telex release confirmation to Cosaco latest until arrival at the port of destination.

i) The Contract Partner shall apply with the current terms of delivery of the Cosaco Group.

8. Place and Period of Delivery / Delayed Delivery

a) If not otherwise agreed, the delivery shall be made to the delivery address specified in the order at the delivery times provided.

Cosaco LLC, Houston, Texas:

7.30 a.m.–2 p.m., Monday to Friday (except public holidays)

Place of delivery: 12701 Almeda Road, 77045 Houston, Texas

b) Contractually agreed delivery periods must be strictly adhered to. The performance as per the date specified or within the period specified is of essential importance to Cosaco. Delays – including partial deliveries – must be reported to Cosaco immediately stating the reasons and anticipated length of the delay, although such a notice does not restrict the legal rights of Cosaco arising from the delayed delivery.

c) If the Contract Partner cannot or does not deliver the Materials within this delivery period, Cosaco reserves the right to revoke the purchase contract effective immediately and at the expense of the Contract Partner, without infringing on the right of Cosaco to compensation of damages, including but not limited to unwinding and shifting of COMEX price fixations. If Cosaco extends a delivery period to the Contract Partner, this does not affect the rights of Cosaco if the Contract Partner does not or cannot deliver the Materials to Cosaco within this additional period.

9. Taxes and Duties / Price

a) Taxes, duties and other charges that are levied for the Materials outside of the country of the receiving plant as well as for the related documents shall be borne by the Contract Partner.

b) Prices and additional costs specified by the Contract Partner exclude value added tax (VAT).

c) Cosaco reserves the right to send back invoices that are not in accordance with local laws of the respecting receiving plants.

d) If there are any significant changes of the reference prices (e.g. COMEX, LME), referring contract structures and/or their application, or significant changes regarding the conversion of currencies, Cosaco will determine a new reference which comes as close as possible in an economic and legal sense to the original intention of the parties.

e) Price fixings cannot be accepted on national, regional and exchange holidays.

10. Insurance

If contractually agreed, and in the case of CIF deliveries, the Contract Partner shall, at its own expense and to the benefit of Cosaco, insure all risks of transport until arrival at the agreed point of destination, including the risks of war, strikes, riots and civil commotion, in the amount of 110 % for the provisional Material value and subject to subsequent adjustment of the final Material value, with insurers with excellent ratings. The insurance services shall be provided without any deductions and in the same currency as the contractual price. The corresponding insurance certificate shall be sent to Cosaco before arrival of the vessel.

11. Transfer of Risk and Ownership

a) The transfer of risk is covered by the respective Inco Terms (2020). If not agreed otherwise, the risk is transferred to Cosaco upon acceptance of the ordered Materials at the receiving plant. This also applies in cases in which Cosaco bears the transport costs or takes out transport insurance.

b) The Contract Partner is aware that the Material is mixed with and bound to other materials. The Contract Partner's right of ownership of the delivered Material expires at the latest upon acceptance of the ordered Materials at the receiving plant. Cosaco reserves the right to reject the transfer of title if the Contract Partner has delivered outside of the agreed delivery period or outside the agreed quality specifications.

12. Volumes / Quality / Termination

a) If not otherwise agreed, excess, reduced or partial deliveries are not permitted.

- b) The Contract Partner shall supply the Material strictly in accordance with the contractual specifications.
- c) In the event that either Party has materially breached the contract, the other Party may serve a notice of termination of this contract, which notice shall specify the breach. Termination shall become effective thirty (30) days after receipt of such notice by the breaching Party unless during that period of thirty (30) days the breaching Party has cured the breach. Any persistent failure of Contract Partner to deliver Material meeting the specifications shall be deemed a material breach of this contract. A persistent failure shall mean (for example but not limited to) a significant deviation of the contractually agreed quality in minimum two shipments.
- d) In the event that a process for debtor rehabilitation, insolvency, bankruptcy, restructuring, dissolution, liquidation is initiated against the Contract Partner or an application to initiate such process has been made and the application is not withdrawn or rejected after ten (10) business days from the date of application; Cosaco may terminate the contract by giving notice in writing to the Contract Partner.

13. Weighing, Sampling, Moisture

Cosaco determines upon receipt of Material if value determination of the Material shall be done by sampling. The weighing or sampling and moisture determination will be performed in a manner that is customary in the industry at the receiving Cosaco plant and will be solely decisive for the final settlement. In case the shipment is divided into lots for sampling, each lot will form a separate and complete delivery for all purposes of the underlying contract.

a) Sampling

- (1) In any event, Cosaco may process Material once raw sampling is completed.
- (2) The Contract Partner has the right, at its own expense, to be represented by an authorized representative that is approved by Cosaco. The representation by members, directors or employees of the Contract Partner is excluded if not otherwise agreed. The Contract Partner's representative has to be nominated by the Contract Partner at least five working days prior to arrival of the Material.
- (3) Notwithstanding the second sentence of subsection (2) of this § 13 lit. b, where sampling is made due to the Contract Partner's election pursuant to subsection (3) of this § 13 lit. a (above), the Contract Partner shall nominate its representative within three working days after Cosaco has offered the Contract Partner a timeslot for the corresponding sampling.
- (4) Neither the Contract Partner's failure to nominate a representative in compliance with subsections (2) and (3) of this § 13 lit. a nor such representative's full or partial absence from the sampling at the timeslot reserved therefor will prevent Cosaco from starting and performing the sampling procedure, and notwithstanding such failure or absence the results of such sampling will be solely binding and decisive for settlement. For the avoidance of doubt, also in such cases as contemplated in this subsection (4) completion of raw sampling entitles Cosaco to process the Material.
- (5) The Contract Partner shall receive two (2) samples per sampling lot free of charge. If more samples per sampling lot are required, the request shall be expressed in writing at the latest five (5) working days prior the arrival of the Material. Cosaco reserves the right to charge a sample fee for each additional sample requested.

b) Moisture Cosaco will determine the moisture content of delivered Materials for sampling. The result will be shown as weight and / or as percentage of the Material.

14. Exchange of Assays

- a) Assays shall be made independently by Contract Partner and Cosaco and the results of such assays shall be exchanged simultaneously by mail or coded email on a date mutually agreed upon. Should the difference between the Contract Partner's and Cosaco's assays be not more than the agreed splitting limits the exact average of the two results shall be taken as the agreed assay.
- b) In the case of any greater difference or no agreement on splitting limits the sealed reference sample which is held by the receiving plant shall, at the request of either party, be referred in rotation lot by lot to independent umpire(s) as stipulated in this contract for umpire purposes. If no independent umpire is stipulated in the contract Cosaco will select the umpire.
- c) Should the assay of the umpire fall between the respective results of Contract Partner and Cosaco, the mean between the umpire's result and that of the party nearer to the umpire shall be binding on both Contract Partner and Cosaco. If the umpire assay is the exact mean of the results of Contract Partner and Cosaco, the umpire assay shall be accepted as final. Should the assay of the umpire fall outside the respective results of Contract Partner and Cosaco the middle assay of the three shall be final for settlement.
- d) Should the assay of the umpire coincide exactly with the result of either of the two parties, the umpire's result shall govern.
- e) The party whose assay is further from the umpire assay shall pay the umpire's charges, except when the umpire assay is the exact mean between the assays of the two parties in which case the umpire charges shall be shared equally.
- f) The umpire may not be assigned to prepare the assays of the parties.

15. Rights Related to Product Defects

- a) Cosaco holds unconditional legal and, if applicable, contractually agreed warranty rights.
- b) The statute of limitations for Cosaco's defect claims is 36 months and starts – including in the case of partial deliveries – with the delivery of the entire order. Reductions require a written agreement.

16. Indemnity and Liability

- a) Cosaco is entitled to unconditional indemnity claims against the Contract Partner as set forth by law. A restriction or exclusion of indemnity claims is only permissible in the form of an individual written agreement.
- b) As a rule, Cosaco shall be liable for damage insofar as the other prerequisites for a claim are given if Cosaco is culpable of intent or gross negligence. In the case of simple negligence, Cosaco shall be liable in the case of

violation of an obligation whose fulfillment makes proper performance of the contract at all possible and compliance with which the respective other contracting party may rely on (also known as cardinal obligation). In all other respects, liability for compensation for damages of any kind whatsoever, regardless of the basis for claim – including violation of mutual confidence in the preparation of contract – shall be excluded. In the case of slight negligence, Cosaco's liability shall be limited to typically foreseeable damage, the occurrence of which Cosaco should have anticipated in accordance with the circumstances known to Cosaco upon conclusion of the contract. Furthermore, liability for lost profit shall be excluded in these cases. Insofar as a warranty has been assumed, the above exclusions of and limitations on liability shall not apply for damages which are to be paid in accordance with product liability law as well as damages for fatal injury, personal injury and damage to health.

17. Rights of Third Parties

The Contract Partner affirms that the matter is free from claims of any third parties, especially reservations of ownership, industrial property rights or liens.

18. Offset Rights, Rights of Retention and Assignment

- a) The Contract Partner is only entitled to offset rights and rights of retention when the counterclaims of the Contract Partner are uncontested or when the legal force of the counterclaim has already been ascertained.
- b) Offsetting is also permissible with and against claims made by affiliated companies.
- c) The Contract Partner may only assign claims with written consent.

19. Confidentiality

All information and documents that have good cause to be kept secret (Confidential Information) must be kept confidential by the Contract Partner, its subcontractors and other auxiliary persons. Such Confidential Information is not to be made accessible to third parties and cannot be used for third parties or for any other purpose apart from fulfilling the contract without Cosaco's prior written consent.

20. Force Majeure

In the event of force majeure such as fire, flood, breakdown, accident, war, insurrection, riot, pandemic situation, governmental action, labor dispute, shortage of fuel, electricity, raw materials or supplies, lack of freight facilities, caused by any act of God or any other cause beyond the reasonable control of the Contract Partner or Cosaco, the arrangements and obligations of the contract are suspended completely or partially, depending on the extent of the hindrance, for the duration of the force majeure from the moment in which the affected party informs the other about the existence of force majeure in writing, including the reason for it.

In the case of force majeure at Cosaco's receiving plant, deliveries are only permitted with Cosaco's express agreement. A suspension of performance shall not have the effect of cancelling the contract which shall again come into full force and effect immediately upon termination of the force majeure event. The contract shall, each time, be extended for a period equal to the period of suspension.

If a case of force majeure lasts longer than three months from the time it is announced, each Contract Partner has the right to rescind the contract with respect to the volumes that were not delivered and/or accepted due to the force majeure.

Notwithstanding the foregoing provisions, should the price of the metals, which delivery was suspended due to an event of force majeure, have already been fixed, then such price is applied to the Material to be first delivered after the delivery thereof is resumed.

21. Entrance Control, Visiting the Plant

- a) All employees or persons commissioned by the Contract Partner who enter the plant are obligated to observe the regulations applicable to the plant. Employees and commissioned persons are especially obligated to subject themselves to the customary entrance/exit controls, including a body search and registration of identity details if reasonable grounds exist. The Contract Partner is obligated to instruct its employees and commissioned persons accordingly and to obtain their consent to these regulations.
- b) Visits to the plant premises may involve a risk to personal safety and occur at the sole risk of the Contract Partner or the companies it commissions. Any visitor may only enter a site of Cosaco after approval. The Contract Partner has the sole responsibility to provide protective measures for the benefit of its own workers and objects, as well as for the benefit of third parties, against the risk of accident or endangerment, including fire. It is obligatory to wear personal protective equipment in the plant (helmets, safety shoes, full-length trousers, fluorescent jacket, long trousers, long sleeves, special clothing under certain conditions). Instructions given by employees, especially security personnel, must be heeded without exception. The Contract Partner is obligated to maintain cleanliness and order, and to arrange for the removal of waste and residual materials after the execution of any work processes. The Contract Partner is liable for all damages caused by its employees and/or commissioned third parties.

22. Compliance and Sustainability

- a) The Contract Partner warrants that the Material is produced and/or exported in compliance with (i) all laws, regulations, statutes or official rules or requirements of the country of origin, (ii) all sanctions or trade restrictions imposed by any rule, regulation or statute of, e.g. the USA or EU and (iii) all applicable United Nation human rights, environmental and safety conventions/regulations.
- b) The Contract Partner undertakes, especially but not limited to, to observe all applicable laws, provisions and directives, or any other regulations combating bribery and corruption, in particular the relevant legislation in the U.S. and the United Kingdom, hereafter summarized as "regulations", and not to enter into any function, activity or conduct (e.g. the requesting, offering, promising, approving, giving or receiving of any unlawful payments or other benefits) which constitutes criminal action according to the regulations stated. The Contract Partner undertakes to inform Cosaco promptly of any circumstances which could constitute the violation of the regulations stated.

Cosaco LLC, 12701 Almeda Road, Houston, Texas 77045, USA



c) Cosaco will not knowingly purchase Material that contains conflict minerals that directly or indirectly finance or benefit armed groups, as required by the Dodd–Frank Wall Street Reform and Consumer Protection Act and the EU Regulation 2017/821 (“Conflict Minerals”). The Contract Partner shall take necessary steps to identify and assess risk in its supply chain in accordance with the standards of the OECD Due Diligence Guidance for Responsible Supply Chains and will thereby ensure that Conflict Minerals are not sold to Cosaco.

d) Cosaco expects that the Contract Partner complies with the principles of the United Nations Global Compact and the core labor standards of the International Labor Organization (ILO) including but not limited to the following:

- Compliance with the applicable national statutory provisions in respect of fundamental labor rights, remuneration and working hours, standards of occupational health and safety, environmental legislation, regulations and standards
- Avoidance and banning of any kind of child labor
- Prohibition of all forms of discrimination
- Prohibition of all forms of slave labor
- Prohibition of bribery and corruption

Cosaco expects that the Contract Partner communicates these fundamental principles and requirements to its business partners and encourages them to observe these standards. The Contract Partner shall consider these factors in its choice for business partners.

e) The Contract Partner has read and understood the Cosaco Business Partner Code of Conduct (“Code of Conduct”) available for download at www.Cosaco.com/en/downloads and commits to comply with the provisions contained in such Code of Conduct in the performance of the contract.

f) Notwithstanding Cosaco’s rights in clause 12 c) and d), failure to observe this clause 22 is a significant violation of this contract and entitles Cosaco to terminate the contract without notice.

g) Cosaco is not liable for claims, losses or damages that arise in connection with non-compliance with this clause on behalf of the Contract Partner. The Contract Partner shall release Cosaco from and hold Cosaco harmless against such claims, losses or damages.

23. Conversion Factors

1 metric ton (mt) = 1,000 kilograms (kg)

1 kilogram = 2.20462 pounds (lbs.)

1 troy ounce = 0.0311035 kg

24. Place of Jurisdiction, Applicable Law

If not otherwise agreed in writing, the place of jurisdiction is Houston. Cosaco also has the right to initiate court proceedings at the Contract Partner’s place of business. The law of the State of Texas, USA, shall apply exclusively for the contract relationship excluding the Conflict of Laws and the CIGS (UN Convention on Contracts for the International Sale of Goods).