

**METALLO BELGIUM NV**  
**General Conditions of Purchase**

**1. General stipulations**

- 1.1 These general conditions of purchase (“general conditions”) are applicable to all purchases by 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 buyer. The special terms and conditions of the purchase agreement take precedence over these general conditions.
- 1.2 These general conditions take precedence over any conditions of sale of the seller, even if Metallo has not expressly nullified the application of these conditions of sale.
- 1.3 The full or partial invalidity and/or nullity of the stipulations of these general conditions shall not result in the invalidity and/or nullity and/or non-applicability of these general conditions in their entirety. The seller and Metallo expressly renounce their right to invoke the nullity and/or invalidity of these general conditions on the basis of this.
- 1.4 If Metallo does not invoke a stipulation of these general conditions, but the conditions for this are fulfilled, then this position does not involve renunciation of the applicable rights of Metallo derived from this stipulation of the general conditions with regard to the seller, nor may this position be construed as such.
- 1.5 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 letter/fax: at the moment that receipt is confirmed;
  - d. By courier: at the moment of actual receipt.
- 1.6 In these general conditions, time periods as calculated as followed:
- 1.6.1 The period shall be 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 Belgian statutory holidays.
- 1.6.2 The day of the expiry date is included in the period. However, if this day is a Saturday, Sunday or a Belgian statutory holiday, then the expiry date is moved to the subsequent work day.
- 1.6.3 A period that is determined in months or years is calculated from a given day of a month to the day before that day.
- 1.7 Unless otherwise expressly stated, days are calendar days. Work days are all the days of the week, not including Saturdays, Sundays and Belgian statutory holidays.
- 1.8 A reference to an article or sub-article is a reference to an article or sub-article of these general conditions.

- 1.9 If the parties in a purchasing agreement refer to an Incoterm, then the Incoterms 2010 shall be applicable for the interpretation thereof.
- 1.10 In these general conditions, the following shall be understood under the references given below:
- 1.10.1 "Regulation 1013/2006": Regulation (EC) No. 1013/2006 of the European Parliament and the Council of 14 June 2006 regarding the conveyance of waste materials;
- 1.10.2 "VLAREA": the Flemish regulations on waste avoidance and waste management;
- 1.10.3 "Regulation 1907/2006": 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), to set up a European Agency for chemical substances, involving changes to Guideline 1999/45/EC and involving withdrawal of Regulation (EEC) no. 793/93 of the Council and Regulation (EC) no. 1488/94 of the Commission as well as Guideline 76/769/EEC of the Council and Guidelines 91/155/EC, 93/67/EEC, 93/105/EC and 2000/21/EC of the Commission;
- 1.10.4 "Royal Decree of 24 May 1982": Royal Decree on the regulation of the sale of substances that are hazardous to people or the natural environment, as amended a number of times.

## **2. Agreement**

- 2.1 Metallo shall only be legally bound by a sale agreement if this is drawn up in writing and expressly includes the following elements:
- a. a detailed description of the goods, including statement of whether the goods are sold as waste or as a chemical substance or intermediate product in the sense of Regulation 1907/2006;
  - b. the specifications that the goods must meet;
  - c. the price;
  - d. the delivery period; and
  - e. *if the goods are waste materials in the sense of Regulation 1013/2006*, at least the following clauses
    - i. insofar as this concerns goods that are included in the green list that is added to Regulation 1013/2006 as Appendix III: the obligation of the seller, or, if this party cannot complete the conveyance or recovery of waste (e.g. insolvency), of Metallo if the conveyance or recovery of waste cannot be completed in the planned manner or if illegal conveyance has taken place, to (i) take back the goods or to ensure that they are otherwise recovered and (ii) if necessary to provide the intermediate storage thereof.
    - ii. insofar as this concerns goods that are included in the orange list that is added to Regulation 1013/2006 as Appendix IV:
      1. The seller is obligated to take back the goods if the transport of the goods cannot be completed as planned (application of article 22 of Regulation 1013/2006) and/or if the conveyance is illegal in the sense on article 24, second paragraph of Regulation 1013/2006;
      2. Metallo is bound to remove or recover the goods in accordance with article 24, paragraph 3, of Regulation 1013/2006 if illegal conveyance is involved;

3. Metallo is bound to provide a declaration in accordance with article 16, e) of Regulation 1013/2006 that the goods have formed the object of a recovery in accordance with the notification, the conditions stated therein and the stipulations of Regulation 1013/2006;
  4. Metallo is bound to submit a declaration of provisional waste recovery in accordance with the notification according to article 15, sub d) of Regulation 1013/2006, and where applicable article 15, sub e) of the same regulation, the conditions included therein and the stipulations of Regulation 1013/2006.
- iii. *if the goods are chemical substances, preparations or intermediate products in the sense of Regulation 1097/2006,*
1. the statement of the registration or, as applicable, the preregistration number;
  2. the statement that the use declared by Metallo is an "identified use" in the registration.
- 2.2 Every agreement is considered to be signed, after acceptance, at the location of the company head offices of Metallo.

### **3. Delivery**

- 3.1 Unless otherwise established in writing, the delivery of the goods is done DDU Beerse (Incoterms 2010) and at the moment that the goods are fully unloaded.
- 3.2 The seller shall load and, as applicable, package the goods 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 the selected mode of transport and, upon delivery, bulk tipping.
- 3.3 Delivery period
- 3.3.1 The seller is bound by the delivery period. If the last day of the delivery period is not a work day, the delivery period shall be extended to the subsequent work day.
- 3.3.2 If the seller cannot or does not deliver the goods within this delivery period, Metallo reserves the right to dissolve the purchase agreement effective immediately and by right at the expense of the seller, without prejudice to the right of Metallo to compensation of damages. If Metallo extends an additional period to the seller to deliver the goods, this does not affect the rights of Metallo to invoke sanctions by dissolution if the seller does not or cannot deliver the goods to Metallo within this additional period. Metallo naturally reserves the right to enforce the implementation of the agreement, without prejudice to its right to compensation of damages.
- 3.3.3 The seller shall inform Metallo in good time and no later than two work days prior to delivery that he desires to deliver the goods on that day. Metallo has the right to refuse the delivery date proposed by the seller, insofar as Metallo must then provide at least two dates upon which the goods for Metallo can indeed be delivered. This refusal does not give the seller any right to change the price, unless all dates proposed by Metallo are at least three weeks after the expiry of the delivery period.

### 3.3.4 Special obligations

3.3.4.1 The delivery must occur during normal office hours. Normal office hours are 6:00 h to 17:00 h, unless otherwise indicated.

3.3.4.2 The truck used for delivery of the goods may be loaded with no more than three different and well-separated types of material.

3.3.4.3 At the moment of delivery the seller must submit a cargo manifest via its transporter that makes it possible to identify the delivery.

3.3.4.4 The goods must be delivered either loose or in 200 litre steel vats. The steel vats may not be stacked in freight trucks or containers.

3.3.4.5 At the moment of delivery, the seller must hand over to Metallo all documents that are required on the basis of the law or the special stipulations of the purchase agreement. The seller must also provide Metallo with proof that all legal or regulatory stipulations of the relevant countries have been met with regard to marketing, selling, transporting, export, transit, import and storage of the goods.

#### 3.3.4.5.1 **Waste Materials**

If the goods are waste materials, applicable regulations and legislation includes Regulation 1013/2006, the **Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and Their Disposal, the OECD regulations on waste, as enforced by Regulation (EC) no. 1418/2007** of the Commission of 29 November 2007 on export with a view to recovery of that stipulated in Appendix II or III A of Regulation (EC) no. 1013/2006 of the waste materials listed by the European Parliament and the Council to certain countries to which the OECD decision on the supervision of cross-border transport of waste materials is not applicable, and the VLAREA.

#### **For goods that are included in the green list (Appendix III of Regulation 1013/2006)**

With regard to these goods, the seller declares and guarantees that

- the conveyance of these good shall be accompanied by the information that is stated in Appendix VII of Regulation 1013/2006;
- the good were not mixed with other waste materials during conveyance.

#### **For goods that are included in the orange list (Appendix IV of Regulation 1013/2006)**

With regard to these goods, the seller shall provide Metallo with the notification and transport documents insofar as applicable, drawn up in accordance with Regulation 1013/2006, and the seller declares and guarantees that

- the information and documentation that he has provided to Metallo and/or the qualified authorities is complete, correct and truthful;
- the statements in the documents and their appendices are complete, correct and truthful, including the information with regard to the composition of the goods;
- the qualified authorities are informed of the purchase agreement that the seller and Metallo have drawn up with regard to the goods;
- the qualified authorities have granted their express or implicit unconditional permission for the conveyance of the goods and this permission is still valid and includes the processing of the goods;
- if the permission is granted conditionally and Metallo was informed of this prior to the purchase agreement being signed, these conditions connected to the conveyance were strictly followed;
- the guarantee that must be provided in accordance with article 6 of Regulation 1013/2006 has indeed been put into effect in good time;
- the foregoing information regarding the actual start of the conveyance is provided in good time to the qualified authorities in the manner established in article 16, b) of Regulation 1013/2006;
- no material changes to the terms and/or conditions regarding the transport for which authorization is granted have taken place;
- the goods were not mixed with other waste materials during conveyance;
- the term for processing is one calendar year after conveyance of the goods, unless otherwise stated in the purchase agreement;
- in the event of a general notification in the sense of article 13 of Regulation 1013/2006, all conditions for the conveyance of the goods in the framework of this general notification were followed.

**For goods that are subject to VLAREA**

With regard to these goods, the seller shall provide Metallo with the notification and transport documents insofar as applicable, drawn up in accordance with VLAREA, and the seller declares and guarantees that

- the information and documentation that he has provided to Metallo and/or the qualified authorities is complete, correct and truthful;
- the statements in the documents and their appendices, including the identification form, are complete, correct and truthful, including the information with regard to the composition of the goods.

3.3.4.5.2 **Chemical substances, preparations or intermediate products in the sense of Regulation 1097/2006**

If the goods are chemical substances, preparations or intermediate products in the sense of Regulation 1097/2006, the seller shall, insofar as applicable, provide the documents that are required under Regulation 1097/2006, including the safety data sheet, and the seller declares and guarantees that

- the goods have been pre-registered or registered with the European Chemicals Agency;
- the information and documentation that he has provided to Metallo is complete, correct and truthful;
- the statements on the documents and their appendices are complete, correct and truthful, including the safety data sheet with appendices;
- the labelling is in accordance with the applicable legal requirements.

The seller is obligated to inform Metallo of all information that the seller must provide as a supplier on the basis of Regulation 1907/2007 to Metallo after delivery of the goods.

If the product transported is an isolated intermediate product, Metallo will only accept the products insofar as they are informed of the applicable strictly controlled conditions at least 20 work days in advance and have expressly declared that they can meet these conditions, unless otherwise expressly agreed. The seller declares and guarantees that these conditions are in accordance with Regulation 1907/2006 and the ECHA guidelines.

### 3.3.4.5.3 **Fines for hazardous substances**

#### Fines for materials containing Sn

<b>Elements</b>	<b>Tolerance</b>	<b>Refused</b>	<b>Deduction of</b>
As	0.0 %	1.0 %	0.2 unit Sn for 0.1 unit As
Bi	0.0 %	0.5 %	0.5 unit Sn for 0.1 unit Bi
Cd	0.0 %	0.2 %	0.4 unit Sn for 0.1 unit Cd
Cl	0.0 %	3.0 %	0.2 unit Sn for 0.1 unit Cl
Cu	3.0 %	6.0 %	accepted to 3%. over 0.1 unit Sn for 0.1 unit Cu
Ni	-	-	0.2 unit Sn for 0.1 unit Ni
S	0.0 %	2.0 %	0.2 unit Sn for 0.1 unit S
Sb	0.0 %	3.0 %	0.1 unit Sn for 0.1 unit Sb
Cr	0.0 %	0.5 %	0.2 unit Sn for 0.1 unit Cr
F	0.0 %	2.0 %	0.1 unit Sn for 0.1 unit F

Fines for materials containing Cu

Elements	Tolerance	Refused	Deduction of
As	0.0 %	1.0 %	0.2 unit Cu for 0.1 unit As
Bi	0.0 %	0.2 %	1.0 unit Cu for 0.1 unit Bi
Cd	0.0 %	0.5 %	0.5 unit Cu for 0.1 unit Cd
Cl	0.5 %	2.5 %	0.2 unit Cu for 0.1 unit Cl
S	0.5 %	1.5 %	0.3 unit Cu for 0.1 unit S
Sb	0.5 %	1.0 %	0.5 unit Cu for 0.1 unit Sb
Be	0.0 %	always	
Cr	0.0 %	0.5 %	0.2 unit Cu for 0.1 unit Cr
F	0.0 %	2.0 %	0.3 unit Cu for 0.1 unit F

Fine for excessive moisture content (H<sub>2</sub>O)

Elements	Tolerance	Refused	Deduction of
H <sub>2</sub> O	30 %	40 %	0.1 % Cu for 0.5 % H <sub>2</sub> O

3.3.4.5.4 **Radioactivity**

The seller declares and guarantees that the goods are not radioactive.

If radioactivity is found upon delivery, regardless of the decision of Metallo to send the goods back to the seller or not, the seller shall compensate all costs at the first request by Metallo, without any exceptions, that Metallo has reasonably incurred to detect the radioactivity and to prevent and/or limit the damage - of any nature whatsoever - that has been suffered by the goods, the environment and people due to the detected radioactivity.

3.3.4.5.5 **Indemnity**

The seller shall fully compensate Metallo for all damages that Metallo may incur as a result of transgression by the seller of the above obligations, declarations and guarantees. The seller shall also indemnify Metallo against all third party claims, including the qualified authorities, resulting from transgression of these obligations, declarations and guarantees, and/or the non-conformance by the seller of his obligations resulting from community and/or national and/or regional legislation. This indemnity obligation not only affects all amounts that Metallo shall have to pay to these authorities in such a situation, but also includes reasonable legal fees that Metallo must incur for its defence against these claims.

#### 3.3.4.5.6 **AEO Clauses (Authorised Economic Operator)**

The seller takes care that:

- goods, which are produced, stored, forwarded or carried by order of Authorised Economic Operators (AEO), which are delivered to AEO or which are taken for delivery from AEO
  - are produced, stored, prepared and loaded in secure business premises and secure loading and shipping areas
  - are protected against unauthorized interference during production, storage, preparation, loading and transport
- reliable staff is employed for the production, storage, preparation, loading and transport of these goods
- business partners who are acting on his behalf are informed that they also need to ensure the supply chain security as mentioned above.

#### **4. Risk and property**

4.1 The loss and/or damage risk 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. If the delivery is delayed for any reason whatsoever, these risks remain for the seller, even if the goods are individualized.

4.2 The goods become property of Metallo at the moment of delivery.

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

5.1 The prices are DDU Beerse (Incoterms 2010), in Euros and exclusive of VAT.

5.2 Invoices are payable at the company head offices of Metallo.

5.3 Metallo retains the right to defer its obligation for payment if the seller has not met its obligations under the purchase agreement, including these general conditions, and Metallo incurs damages as a result. Metallo also retains the right to compensate the purchase price owing by the amount of these damages.

#### **6. Conformity and acceptance**

6.1 In the purchase agreement, insofar as is necessary, Metallo shall expressly state the specifications to which the goods must conform.

6.2 Prior to the goods being unloaded at Metallo, Metallo has the right, but not the obligation, to perform checks (which may include laboratory tests) in order to ascertain that the goods conform to the specifications established in the contract. The non-performance of such checks at the time of delivery or the unloading of the good shall not affect the right of Metallo to compensation of damages due to non-conformant delivery, if this non-conformity



is established at a later time. With regard to visible non-conformity, Metallo shall inform the seller of this within five work days of delivery. If this notification takes place within the stated period of five work days, the seller may not dismiss the claims of Metallo due to tardiness and/or the acceptance of this visible non-conformity.

- 6.3 If Metallo performs checks or has checks performed (whether or not via laboratory tests), these checks shall be done according to the standard procedures.
- 6.4 If the seller demands a check of the goods at the moment of delivery, this check shall be done at the expense of the seller. The seller shall also be invited to have a representative present at this check.
- 6.5 If the goods are non-conformant, Metallo shall store the good on its grounds, unless Metallo is legally required to destroy, remove or otherwise process the goods. In this period, the risks of loss and/or damage shall be borne exclusively by the seller. After notification of non-conformance, the seller has a period of ten workdays to retrieve the non-conformant goods. After this period has elapsed, Metallo shall either continue to store the goods at a rate of 30.00 Euros per ton per week or destroy, remove or otherwise process these goods at the expense of the seller, as decided by Metallo.
- 6.6 If the finalized lot weight is less than 5000 kg, a fixed fee of 250€/lot, for sampling and assaying costs, will be charged.

## **7. Force majeure**

Metallo shall not be held liable for any delay in the implementation of its obligations or the non-implementation thereof in the event that this delay in implementation or non-implementation is fully or partially the result of a force majeure situation.

## **8. Anti-Bribery, Anti-Corruption and Anti-Money Laundering**

The seller 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 seller has his registered office and/or business address and the jurisdiction in which the agreement will be executed (if different).

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

If the seller 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 seller without any indemnity whatsoever.

The seller 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.

## **9. Compliance with Metallo's Code of Conduct**

The seller 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.

## **10. Applicable law and qualified courts**

- 10.1 The agreement is subject to Belgian law, not including the stipulations of the Vienna Sales Convention of 11 April 1980. The expiry of claims of the parties on the basis of the purchase agreement, including the general conditions, is regulated by the Convention of 14 June 1974 with regard to international sales of moveable property. In any case and as far as is legally possible, the period of article 1648 of the Belgian Civil Code does not apply.
- 10.2 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.