

## Terms of Sale of Precious Metal-Containing Products

### 1. Scope of Application

1.1 The manufacture, delivery and sale of precious metal-containing Products ("**Products**") by Heraeus Precious Metals GmbH & Co. KG ("**Heraeus**") shall be exclusively governed by, in order of precedence: (i) Heraeus' quotation, offer or order acknowledgement (typed portions control over pre-printed portions) (each, an "**Offer**"), and (ii) these Terms of Sale of Precious Metal-Containing Products ("**T&C**") (collectively, "**Contract**"). Customers' general terms and conditions of business which deviate from the Contract or from the law will not be accepted, and they will also not become part of the Contract if Heraeus accepts or executes orders in awareness of them.

1.2 Heraeus, itself or through affiliated entities, provides to the customer additional services involving precious metals, for example, and without limitation, refining services, precious metal sales, precious metal leases and forward transactions ("**Precious Metal Services**"). Precious Metal Services are subject to specialized terms and conditions ("**Specialized Terms and Conditions**"), which Heraeus will provide to the customer. The applicable Specialized Terms and Conditions will be part of the Contract and take precedence over these T&C for the relevant Precious Metal Service.

### 2. Conclusion of Contracts, Reservation of Self-Supply

2.1 Unless set forth otherwise in the Offer, all Offers are nonbinding. Contracts shall be deemed concluded only after Heraeus has issued a written order confirmation or effected delivery of the Products.

2.2 No Contract may be cancelled by the customer except with the prior written consent of Heraeus. Statutory rights of withdrawal remain unaffected by this.

### 3. Scope of Services

3.1 Heraeus will deliver all Products according to the specification or drawings set forth in the Offer ("**Specification**"). If no Specification is set forth in the Offer, Heraeus' standard specification for the relevant Products shall be binding. Customer's specifications which deviate therefrom will not be accepted and will also not become part of the Contract if Heraeus accepts or executes orders in awareness of these. Heraeus is entitled to unilaterally change the Specification for manufacturing reasons, due to legislative changes, or for Product update and maintenance.

3.2 No other data, properties or information regarding the Products which is not included in the Specification shall be binding. This includes, without limitation, (i) data and information included in data sheets, brochures and promotional and information material of Heraeus, and (ii) properties of Product samples.

3.3 Unless contractually agreed upon otherwise in writing, Heraeus is free to choose the procedures, processes, equipment, raw materials, consumables and other materials used to achieve the Specification and is not obligated to inform the customer of any change.

3.4 Unless contractually agreed upon otherwise in writing, Heraeus is not obligated to inform the customer of any change of the Specification between two Contracts. The customer is responsible for reviewing the Specification of each Offer to ensure fitness for the customer's requirements.

3.5 Heraeus is not obligated to verify the correctness of any information provided by the customer, and Heraeus shall also not be obligated to investigate if the execution of the Contract infringes any third-party property rights.

3.6 Heraeus is not obligated to perform any services for the customer to the extent and for so long as Heraeus has not been supplied properly and timely by third-party suppliers with the raw materials, precious metals, energies or components which are required for the performance of the contractual services. Heraeus will inform the customer of any impairment in the performance of the contractual services. In the event of a considerable delay in the performance of the services, both parties shall be entitled to rescind the relevant Contract after a reasonable period of time.

### 4. Additional Work/Customer Changes

4.1 Heraeus may perform additional work for the customer not covered in the Offer. Any additional work is subject to additional charges, which Heraeus will disclose to the customer in advance.

4.2 Change requests by the customer after production of Products has commenced, including, but not limited to, changes in quantities of Products ordered, changes in packaging agreed to by Heraeus and the customer in writing, changes in Specifications of Products, or changes in raw material components of Products, are subject to Heraeus' prior consent and may result in a new price and new Offer.

### 5. Provision of Precious Metals

5.1 Unless otherwise specifically set forth in the Offer, the precious metals required for the Products must be purchased by the customer from Heraeus at the time set forth in the Offer. If provision in physical form is set forth in the Offer, the precious metals shall be provided physically DDP Hanau at the time set forth in the Offer and according to the conditions set forth in our Delivery instructions for external precious metal deliveries, which are available under

[https://www.heraeus.com/media/media/hpm/doc\\_hpm/cp\\_attachment/Delivery\\_instructions\\_for\\_external\\_precious\\_metal\\_deliveries.pdf](https://www.heraeus.com/media/media/hpm/doc_hpm/cp_attachment/Delivery_instructions_for_external_precious_metal_deliveries.pdf).

5.2 Prior to any physical delivery of the required precious metals, Heraeus must be in receipt of the certificate of analysis and the certificate of origin of the precious metals.

5.3 With the consent of Heraeus, the physical delivery may be replaced by a delivery by weight account transfer. In this case, additional fees will be charged, the amount of which Heraeus will inform the customer in each case.

5.4 If the customer fails to timely provide the necessary quantity or quality of precious metals, Heraeus may, in its sole discretion: (i) delay manufacture of the Products until the customer provides the necessary quantity and quality of precious metal; (ii) refuse to manufacture the Products; or (iii) produce the Products with Heraeus's precious metal and assess the customer a lease fee, payable in advance of delivery of the Products at current market rates interest for the period between the time of order and actual provision. In case of a quality deviation Heraeus will also charge a fee to cover the costs incurred in connection with the inspection, handling and return of the precious metals. The amount of the fee is set forth in the Catalogue for additional services, which is available under [https://www.heraeus.com/media/media/hpm/doc\\_hpm/cp\\_attachment/Additional\\_Services\\_EN.pdf](https://www.heraeus.com/media/media/hpm/doc_hpm/cp_attachment/Additional_Services_EN.pdf). Heraeus reserves the right to assert claims for expenses, costs or damages in excess thereof.

### 6. Purchase Price, Price Adjustments, Payment Terms

6.1 Prices and time of payment for the contractual services ("**Commercial Terms**") are set forth in the Offer. Unless otherwise stated, all prices are exclusive of (i) any purchase price for any precious metals contained in or required for the manufacture of the Products and (ii) applicable taxes. The purchase price for any precious metals is, as the case may be, set forth in a separate, individual contract.

6.2 Heraeus shall be entitled to reasonably increase, upon Heraeus' equitable discretion, the fees payable by the customer by giving notice to the customer at any time before delivery, to reflect any significant price increase in the costs of raw materials, energies and supplies, or other costs of manufacture, costs of transport, taxes, customs, levies and other public or administrative duties, or changes in the general economic or legal conditions which result in an adverse cost situation for Heraeus. A significant price increase shall be deemed to exist, by way of example, but without limitation, in the following cases:

6.2.1 deviations of more than 10% between the costs of manufacture, in particular the costs of raw, auxiliary and operating materials for the refining process, and the costs of manufacture on the date of the Offer.

6.2.2 precious metal prices: If the price of any of the precious metals specified for the respective Products according to the Price Base on the day of actual delivery of the Products differs by more than 10% from the price of such precious metals according to the Price Base on the day on which the Contract was

concluded; "Price Base" shall have the meaning set forth in Sec. 16.2, unless the parties agreed on a different price base for the relevant Contract;

6.2.3 precious metal interest rates: If the interest rate which Heraeus has to pay for leasing any of the precious metals specified for the respective Products on the day of actual delivery of the Products differs by more than 5% from the interest rate for such precious metals on the day on which the Contract was concluded;

6.2.4 Any cost increase deriving from changes of taxes, levies and other duties incurring after conclusion of the Contract.

6.3 Heraeus will not use a price increase, measured against the pricing basis on the date of the Offer, to generate additional profit at the expense of the customer.

6.4 All payments to Heraeus must be made by bank transfer from an account held by the customer itself and with a bank located in the same country as the customer. Heraeus reserves the right to decline all payments which do not comply with these requirements and delay any delivery until correct payment was made.

6.5 All payments by the customer must be made into the account named by Heraeus. Heraeus will always inform the customer about a change of the payment account by letter (not by e-mail) and at least one month in advance. The customer shall be obligated to have the change of the payment account confirmed by a telephone call to a contact person at Heraeus known to the customer (at a telephone number already known to the customer). Heraeus shall not be liable for erroneous bank transfers by the customer or for the manipulation of bank data by third parties.

6.6 Payments from Heraeus to the customer will only be made to an account held by the customer with a bank located in the same country as the customer.

6.7 If Heraeus has granted to the customer in the Offer a period for payment or has refrained in whole or in part from requiring the provision or increase of securities, Heraeus shall still have the right to demand payment in advance, a shorter payment period or the provision or increase of securities at a later point in time if circumstances occur or become known which justify an increased risk assessment of the claims against the customer. This may in particular be the case if

6.7.1 the existing securities have deteriorated or are likely to deteriorate in value; or

6.7.2 the financial condition of the customer has changed or is likely to change adversely. An adverse change in the financial condition of the customer shall in particular be deemed to exist if the customer's credit rating by an internationally acknowledged credit rating agency and/or credit agency (including but not limited to Standard & Poor's, Fitch, Moody's, Coface, Euler Hermes, Creditsafe, Creditreform, Bureau von Dijk, Sinotrust, D&B) decreases.

6.8 The right according to Sec. 6.7 shall apply to both future deliveries of Products and to Products already delivered but not yet paid for. With regard to products already delivered but not yet paid for, Heraeus may declare its purchase price claim immediately due for payment.

6.9 Heraeus will grant a reasonable time period for the provision or increase of securities. If Heraeus intends to exercise its right of termination without notice pursuant to Sec. 20.1.3 in case the customer defaults in the timely performance of its obligation to provide or increase securities, Heraeus will inform the customer thereof in advance.

6.10 At the request of Heraeus, the customer shall be obligated to provide Heraeus within a reasonable time period with such information on the customer's financial and business condition as Heraeus may reasonably require to perform a credit assessment of the customer. The customer shall also be obligated to inform Heraeus immediately in writing if circumstances occur or become known which justify an increased risk assessment of the claims against the customer pursuant to Sec. 6.7.

6.11 Heraeus charges interest for default in payment at the rate of nine (9) percentage points above the applicable base rate p.a. (Sec. 247 of the German Civil Code (BGB)). The right to furnish proof of a higher or further damage caused by default remains reserved.

## 7. Sustainability

7.1 Heraeus has set itself the goal of being CO<sub>2</sub> neutral in Scope 1 and 2 (according to the Greenhouse Gas Protocol) at its worldwide production sites by 2025 and to stop using fossil fuels as of 2033. The measures necessary to achieve this goal have significant effects on the infrastructure of Heraeus and will involve considerable investments. Heraeus therefore reserves the right to approach the customer, if necessary, to discuss cost sharing models. The efforts to decarbonize the supply chain and to reduce the CO<sub>2</sub> footprint are a decisive step towards long-term success and the relevance of the business activity of both parties. In addition, Heraeus shall be entitled to reasonably increase the prices payable by the customer subject to twelve months prior notice to the customer if measures leading to a reduction of the CO<sub>2</sub> footprint result in an increase of Heraeus' manufacturing, refining or transportation costs under the Contract. "Reduction of the CO<sub>2</sub> footprint" includes in particular any reduction of CO<sub>2</sub> emissions for raw materials, energy, operating supplies, manufacture, refining, packaging, transport or trade of Products and processes at Heraeus or the companies affiliated with Heraeus within the meaning defined in §§ 15 et seq. of the German Stock Corporation Act (AktG).

## 8. Delivery of the Products; Delivery Dates

8.1 Unless set forth otherwise in the Offer, Heraeus delivers FCA Hanau (Incoterms 2020). Products will be deemed delivered when they are (a) turned over to the carrier for shipment or (b) put into storage according to Sec. 9, whichever occurs first.

8.2 Unless set forth otherwise in the Offer, Heraeus will pack and ship the Products in accordance with its usual practices.

8.3 If the customer wishes to allocate portions of an agreed total quantity for delivery in several partial deliveries, the customer shall spread such allocation evenly over the delivery period. The allocation of more than 10% of the total quantity of one partial delivery on one date is subject to the prior written consent of Heraeus.

8.4 Unless set forth otherwise in the Offer, times quoted for delivery are not binding. Heraeus is not and will not be liable for any costs or damages that the customer or any other party may suffer if Products are shipped after the estimated delivery dates.

8.5 Heraeus shall endeavor to meet the indicated times but reserves the right to vary the times of shipment and delivery, especially, without limitation, in case of scheduled shutdowns, days between public holidays where companies are closed (so-called "Brückentage"), annual physical inventory, or plant maintenance and repair work affecting the manufacture.

8.6 If, by way of exception, a binding delivery date has been agreed with the customer and, during the delivery period, an Operation Disruption (as defined below) or a Force Majeure Event (as defined in Sec. 17) which directly or indirectly prevents, restricts or interferes with the delivery or makes it commercially unreasonable for Heraeus, the delivery period will be automatically extended for a period of time that is equivalent to the period of the Operation Disruption or the Force Majeure Event. The following events shall be considered an Operation Disruption: (i) inability or significant impediment or delay to obtain raw materials, other materials, sundry chemicals or utilities necessary for the manufacturing process, equipment, energies (especially electricity, gas and fuels) or transportation, (ii) inability or significant impediment to use machinery, facilities or IT systems which are required for the manufacturing process, (iii) any delay of the manufacturing process attributable to the customer.

## 9. Storage

9.1 If the customer refuses or otherwise declines to accept delivery of Products or does not provide any due payment, Heraeus may, as the customer's agent and without liability of Heraeus, store or arrange for storage of such declined Products at the customer's expense. For such storage Heraeus will charge 1% of the Product value (incl. precious metal) for each started month of the delay in acceptance or payment.

## 10. Incoming Products Inspection; Acceptance

10.1 Unless contractually agreed upon otherwise in writing, the customer shall, within two (2) business days upon receipt of the delivered Products,

10.1.1 verify the quantity and identity of the Products delivered;

10.1.2 inspect the Products for externally visible damages, in particular, transport and packaging damages;

10.1.3 compare the inspection certificate of the Products to the Specification for deviations; and

10.1.4 analyze a representative number of samples of the Products for compliance with the Specifications.

10.2 If the customer discovers any defect (as defined in Sec. 11.1) or shortfall during the inspection, the customer shall notify Heraeus thereof in writing no later than seven (7) calendar days after receipt of the Products. In case of any transport damages, the customer shall take all reasonable measures to protect the rights of Heraeus towards the carrier or the insurer.

10.3 In case that the customer discovers later, e.g. during the processing of the Products, any defect or shortfall, which could not be detected in the course of the inspection described in Sec. 10.1, the customer shall inform Heraeus in writing within seven (7) calendar days after the discovery.

10.4 Any and all claims of the customer regarding a defect or shortfall shall be excluded (i) if the customer detected the defect or shortfall, but did not notify Heraeus in the correct form and time, or (ii) if the customer did not detect the defect or shortfall, but could have detected it during the inspection described in Sec. 10.1 or (iii) if the customer did not execute inspection at all or not in the way described in Sec. 10.1.

## 11. Warranty and Indemnity

11.1 Heraeus' Warranty:

11.1.1 Heraeus warrants that upon date of delivery to the customer, the Products will conform to the Specifications. Products which comply with the Specifications shall be deemed free from defect to the exclusion of any claim of the customer whatsoever. Only slight deviations of the Product to the Specification that do not adversely affect the general performance of the Products do not entitle the customer to make any claims against Heraeus.

11.1.2 Heraeus warrants that to its knowledge (a) the production, marketing and distribution of the Products does not infringe any patent rights, utility model rights, design rights, trademark rights or copyrights of a third party ("**Intellectual Property Rights**"); and (b) there is no suit, proceeding or claim arising from the infringement of any third party's Intellectual Property Rights.

11.1.3 This warranty under Sec. 11.1 is exclusive and made in lieu of all other warranties, express or implied, in particular, Heraeus assumes no responsibility for any fitness of the Products for a particular purpose. No modification or alteration of the warranty under Sec. 11.1 shall be valid or enforceable unless set forth in a written agreement signed by Heraeus and the customer.

11.2 Always provided that the customer has complied with its obligations according to Sec. 10, Heraeus will, at its option, replace the defective Products or refund the price paid for any defective Products. Heraeus shall not be responsible for and shall not bear any costs related to the disassembly and reassembly of the Products at the customer or the customer's customers.

11.3 Heraeus may require the return of the defective Products for evaluation of the alleged defect. The customer may not return any Products to Heraeus unless such return is first authorized in writing by Heraeus. Return of the defective Products shall be at the customer's responsibility and costs. Heraeus will reimburse the customer for proven and reasonable transportation costs.

11.4 In case that Heraeus replaces defective Products, the defective Products must be returned to Heraeus for refining. The customer shall bear the usual costs of refining and any precious metal losses. In case that the defective Products cannot be returned by the customer, the customer is obligated to provide the precious metals required for the manufacture of the replacement Products according to the provisions set forth in Sec. 5.

11.5 Heraeus may require the customer to reimburse Heraeus for all reasonable Heraeus charges if Heraeus is required to examine, rework or replace returned Products that are determined by Heraeus to comply with the warranty under Sec. 11.1.

## 12. Hazardous Products, Customer's Responsibility

12.1 The customer acknowledges that there may be hazards associated with the storage, use and disposal of Products. The customer ensures that only qualified and trained individuals who

have been made aware of these potential hazards will handle the Products.

12.2 The customer is solely responsible for all new products which are manufactured by the customer or third parties using the Products.

12.3 The customer shall indemnify and hold harmless Heraeus from and against any claims arising (a) out of a breach by the customer of the Contract, or (b) from the use of the new products except to the extent caused by the gross negligence or willful misconduct of Heraeus.

## 13. Liability Limitation

13.1 With respect to a damage related to the delivery of specific Products, including, without limitation, damages caused by delay in delivery and infringement of third party Intellectual Property Rights, the liability of Heraeus shall be limited to 50% of the purchase price (exclusive the purchase price for precious metals) of the respective Products.

13.2 With respect to any damage suffered by the customer that is not covered in Sec. 13.1, but relates to another breach of Contract, the liability of Heraeus shall be limited to 10% of the invoiced and paid net sales revenue of the Products (exclusive the purchase price for precious metals) delivered to the customer in the preceding calendar year.

13.3 In no event shall Heraeus be liable for any indirect, special, punitive, incidental or consequential damages ("Folgeschäden", "Mittelbare Schäden", "Indirekte Schäden", "Vermögens(folge)schäden"), or for loss of profits, revenue, or use, incurred by the customer or any third party, whether in an action, in contract, or tort, or otherwise, even if advised of the possibility of such damages.

13.4 Any liability of Heraeus is excluded if the Products are modified, damaged or impaired, or if the Products are used contrary to the instructions in the Material Safety Data Sheet.

## 14. Reservation of Title, Security Interest

14.1 Notwithstanding delivery and the passing of risk of loss and damage of the Products, or any other provision of these T&C, the title to the Products shall not pass to the customer until Heraeus has received payment in full of the price of the Products and all other products agreed to be sold by Heraeus to the customer for which payment is then due.

14.2 The customer shall have the right to process, mix, blend or combine the Products subject to Heraeus' reservation of title with other items in his ordinary course of business until revocation by Heraeus, which may be declared at any time and without giving reasons. If the Products have been processed by the customer, Heraeus reservation of title shall extend to the new products. If the Products subject to reservation of title are inseparably blended/combined with other items which are not owned by Heraeus, Heraeus acquires a coownership of the resulting new item in the ratio of the invoice value of the Products subject to reservation of title and the replacement value of the other items used at the time of such processing or blending/combining.

14.3 The customer shall have the right to resell the Products subject to reservation of title or sell the new products in its ordinary course of business until revocation by Heraeus, which may be declared at any time and without giving reasons. If, upon such sale/resale, the customer does not receive the full purchase price in advance or upon delivery of such Products or new products, the customer shall agree with its customer a retention of title arrangement on the same terms as set out herein. The customer hereby assigns to Heraeus all its claims arising from such sale/resale and its rights arising from the said retention of title arrangement. Upon Heraeus' request, the customer shall inform its customer of such assignment of rights and provide Heraeus with the information and documents necessary to enforce Heraeus' rights. Notwithstanding the foregoing, the customer shall only be entitled to collect payments from claims arising from such sale/resale if the customer has satisfied its liabilities to Heraeus.

14.4 Heraeus may document or register its reservation of title or security interest in any Products described herein in as appropriate under applicable law.

14.5 If the aggregate value of the securities existing for Heraeus exceeds the claims of Heraeus by more than 10%, Heraeus will release additional securities of Heraeus' own choice at the request of the customer.

## 15. Weight Accounts for Precious Metals, Lien

15.1 For each Covered Precious Metal, Heraeus will maintain separate unallocated precious metal weight accounts (also known as precious metal weight accounts) for the customer which are kept as current accounts. 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.

15.2 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.

15.3 Any positive balance on a precious metal weight account constitutes a claim for delivery of physical precious metals in the respective amount. Physical return of the precious metals may take up to 10 working days after submitting a corresponding request depending on metal availability.

15.4 Heraeus regularly issues balance confirmations and precious metal account statements by which the parties' mutual claims for the delivery of precious metals during the indicated time period are offset and replaced by a claim to the balance of account. Any objections against a balance confirmation or a precious metal account statement for incorrectness or incompleteness must be raised by the customer no later than six (6) weeks after the customer's receipt of such balance confirmation or precious metal account statement. If the customer files the objection in writing, the dispatch of the written objection within the six-week period will be sufficient to meet the deadline. The absence of a timely objection will be deemed to constitute approval by the customer. Heraeus will specifically inform the customer of this consequence when issuing a balance confirmation or a precious metal account statement. The customer may demand a correction of the balance confirmation or the precious metal account statement also after the elapse of the aforementioned time period; always provided, however, that in such case the burden of proof for the unlawful debiting of the customer's metal account or the non-issuance of a credit that is due to the customer will rest on the customer.

15.5 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 weight account only if and to the extent that the aggregate value of these precious metals exceeds the sum total of all claims arising to Heraeus from the business relationship with the customer.

15.6 Heraeus shall be granted a lien on the credit items and the balances in favor of the customer on the customer's precious metal weight account in order to secure all claims of Heraeus arising from the business relationship with the customer. The foregoing lien shall be created as soon as the precious metal has been delivered to Heraeus, or the credit items or the balances in favor of the customer have been created in the weight account.

15.7 In the event of the customer's delay in performance, an extraordinary termination of any Contract by Heraeus or in the event that the customer files for insolvency or that insolvency proceedings are instituted against the customer's assets, Heraeus shall be entitled to privately sell the seized precious metals at the then valid market price. If the proceeds of such private sale exceed Heraeus' claims against the customer, the exceeding amount shall be paid out to the customer. Prior to any such sale, Heraeus shall notify the customer of the impending sale of the seized precious metals 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 seized precious metals and of the sales proceeds thereby achieved.

## 16. Netting Agreement

16.1 Heraeus may, at any time, set off its own claims (whether for money or the delivery of precious metals) against claims of the customer or its affiliated companies (whether for money or the delivery of precious metals).

16.2 If the claim of Heraeus or the counterclaim are for the delivery or the transfer of precious metals, the value of the precious metals shall be determined on following price bases (each "Price Base"):

16.2.1 Gold: based on the P.M. price per troy ounce published by the LBMA in Euro on [www.lbma.org.uk](http://www.lbma.org.uk) (LBMA Gold Price),

16.2.2 Silver: based on the price per troy ounce published by the LBMA in Euro on [www.lbma.org.uk](http://www.lbma.org.uk) (LBMA Silver Price),

16.2.3 Platinum and palladium: based on the P.M. price per troy ounce published in Euro on [www.lppm.com](http://www.lppm.com) (LBMA Platinum/Palladium Price), and

16.2.4 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 in each case based on the price valid on the day of dispatch of the declaration of set-off.

16.3 If the claim or the counterclaim are for the payment of money in different currencies or if the fixing is conducted in a currency other than the Euro, these currencies shall be converted into Euro at the Euro foreign exchange reference rate determined by the European Central Bank on the day of dispatch of the declaration of set-off.

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

## 17. Force Majeure

17.1 If any performance of contractual obligations is directly or indirectly prevented, restricted or interfered with by reason of any unforeseeable cause not within the reasonable control of the respective party ("**Force Majeure Event**"), the party so affected shall be excused from the performance of its contractual obligations to the extent and for the duration of such prevention, restriction or interference and shall not be liable for any costs or damages incurred by the other or any third party because of non-performance or late performance. In case of a Force Majeure Event, Heraeus shall be entitled, but not obligated, to subcontract its services to a third party.

17.2 A Force Majeure Event shall be deemed to exist not only if it is impossible for the party so affected to avoid or overcome the occurrence or the effects of the event which prevents, restricts or interferes with the performance of its contractual obligations but also if the party so affected cannot reasonably be expected to perform its contractual obligations.

17.3 By way of example only, but without limitation, the following shall be considered as Force Majeure Events: Acts of God such as flood, storm, earthquake, compliance with any governmental rules, regulations or orders of any government, public authority or court (e.g. lack of notification, confiscation, expropriation), fire, war, warlike disputes, explosion, riot, insurrection, accidents, terror, piracy, sabotage, invasion, epidemics, pandemics, legitimate industrial action, currency or trade restrictions, embargoes, export restrictions, import restrictions, sanctions, and any operation disruption if caused directly or indirectly by an event outside the reasonable control of the affected party. A Force Majeure Event affecting Heraeus shall also be deemed to exist where Heraeus' sub-suppliers or contractors are affected by any Force Majeure Events.

17.4 The parties agree that the direct and indirect effects of the spread of the coronavirus SARS-COV-2 (or 2019-nCoV virus, hereinafter referred to as "Covid-19") shall constitute a Force Majeure Event if and to the extent that they delay, restrict or prevent the performance of contractual obligations by the affected party, including, without limitation, by reason of (i) any acts of any government or public authority, including the imposition of quarantine orders, operational shutdowns or company closures, or other restrictions or prohibitions, or (ii) non-availability of labor force or suppliers of the affected party due to illness, quarantine, travel restrictions or curfews, or (iii) production capacity restrictions of the affected party or its suppliers, for instance due to hygiene measures or split work shifts. A Force Majeure Event shall not be deemed to exist if, at the time of contracting, the respective acts of any government or public authority had already been adopted and publicly announced, or if the non-availability of labor force or the production capacity restrictions of the affected party were already known.

17.5 The parties also agree that the occurrence of a shortage of gas and its direct and indirect effects shall also constitute a Force Majeure Event if and to the extent that they delay, restrict or prevent the performance of contractual obligations by the affected party. This shall also apply if, at the time of contracting, the occurrence of a shortage of gas was not foreseeable with certainty but seemed possible and the actual occurrence thereof

cannot reasonably be avoided by the affected party. The direct and indirect effects of a shortage of gas which constitute a Force Majeure Event include in particular (i) the total or partial unavailability of gas as auxiliary or operating material in the production process of the affected party or its suppliers, and (ii) the total or partial unavailability of natural gas as energy source for the heating of production or administrative buildings at Heraeus or its suppliers to a level permitted by labor law.

17.6 The party affected by a Force Majeure Event shall notify the other party as to the nature and probable duration of the Force Majeure Event. Furthermore, notification of the actual termination of a Force Majeure Event shall also be given as soon as reasonably possible and also when the end of a Force Majeure Event is already foreseeable.

17.7 The party affected by a Force Majeure Event shall exercise reasonable commercial efforts to resolve the restrictions caused by the Force Majeure Event as promptly as practicable, provided, however, that the limit for "reasonable commercial efforts" shall be reached when the total costs incurred for the performance of the service, including the expenses for resolving the restrictions, exceed 110 % of the price payable by the customer for the specific service affected by the Force Majeure Event. If the price to be paid by the customer includes separately identified costs arising from or in connection with the delivery or provision of precious metals, these costs will be disregarded in the determination of the value limit.

17.8 If the party affected by a Force Majeure Event is required to incur expenditures for resolving the restrictions caused by the Force Majeure Event which exceed the limit for "reasonable commercial efforts" pursuant to clause 17.7 or if the Force Majeure Event continues for an uninterrupted period of forty-five (45) days, each party may terminate any affected contract by giving written notice to the other party or rescind any such contract, provided that the Force Majeure Event is still in effect at the time when written notice of termination is given.

## 18. Import / Export

18.1 In the event that the import or export of the 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.

18.2 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.

18.3 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 purchase order(s), without incurring any liability in this respect, by giving written notice to the other Party.

18.4 The customer shall provide Heraeus with all information concerning the final recipient, the final destination and the intended use of the Products. If an end-use certificate is required, the customer shall send such certificate to Heraeus and/or use its best efforts to obtain the end-use certificate.

## 19. Confidentiality

19.1 All information provided by Heraeus to the customer, irrespective of whether it has been made available or will be made available in the future in oral or written form, in the form of physical objects or in any other way, shall be kept strictly confidential from third parties, may be used exclusively for the purposes of the cooperation with Heraeus and may be disclosed only to those employees who absolutely need to know it for the purposes of the cooperation with Heraeus. The transmission of the information does not imply any explicit or implicit right of use, in particular no right of prior use. The aforementioned confidentiality obligations shall continue to apply for an unlimited period of time, irrespective of the duration of the cooperation with Heraeus.

## 20. Extraordinary Termination Right of Heraeus

20.1 Heraeus shall be entitled to terminate a Contract with the customer without notice upon the existence of good cause which makes it unreasonable for Heraeus to continue the Contract, even with due regard to the legitimate interests of the customer. Good cause shall in particular be deemed to exist if

20.1.1 the customer has provided incorrect information about its financial condition which was of major importance to Heraeus in its decision to grant periods for payment to the customer or to engage in other business transactions involving risks for Heraeus, or

20.1.2 a material adverse change in the customer's financial condition or in the value of a security occurs or is likely to occur and the performance of an obligation towards Heraeus - despite the realization of a security existing for this purpose - is jeopardized or

20.1.3 the customer defaults in the performance of its obligation to provide or increase securities pursuant to Sec. 6.7 or pursuant to another agreement within a reasonable time period fixed by Heraeus.

20.2 A material adverse change in the financial condition of the customer shall in particular be deemed to exist if the customer's credit rating by an internationally acknowledged credit rating agency and/or credit agency (including but not limited to Standard & Poor's, Fitch, Moody's, Coface, Euler Hermes, Creditsafe, Creditreform, Bureau von Dijk, Sinotrust, D&B) decreases to a score which represents a non-investment grade rating or, in the case of customers who had already received a non-investment grade rating by an internationally acknowledged credit rating agency at the time of contract signature, the customer's credit rating decreases further.

20.3 If the good cause consists in the breach of a contractual obligation, the termination shall be permissible only after the unsuccessful expiration of a reasonable time period granted for the cure of such breach or after a failed reminder, unless this may be dispensed with due regard to the particular circumstances of the individual case.

## 21. Governing Law, Arbitration and Venue

21.1 These T&C shall be exclusively governed by, and construed in accordance with, German law. The United Nations Convention on Contracts for the International Sale of Goods (CISG; the Vienna Convention) shall be excluded.

21.2 All disputes arising out of or in connection with any Contracts concluded with Heraeus, including their validity, shall be finally settled according to the Arbitration Rules of the German Institution of Arbitration e.V. (DIS) without further recourse to the ordinary courts of law. The arbitration tribunal may also decide on the validity of this arbitration agreement. The place of arbitration shall be Frankfurt am Main, Federal Republic of Germany. The language of arbitration shall be English.

## 22. Miscellaneous

22.1 The Contract and the documents referenced in the Contract constitute the entire understanding and agreement between Heraeus and the customer, and supersede all prior oral or written agreements with respect to the subject matter of the Contract.

22.2 Should any provisions of these T&C be or become invalid, this will not affect the legal effectiveness of the remaining provisions. All provisions that are continuing in nature, including but not limited to those involving indemnity, will survive termination or expiration of the Contract.

22.3 No failure by Heraeus to enforce or take advantage of any provision under a Contract will constitute a waiver of the right subsequently to enforce or take advantage of such provision.

22.4 The Contract and any amendment hereto may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which together shall constitute one and the same instrument. The parties agree that this Contract may be concluded or amended in written or text form. In particular, but not limited to, electronic signatures (e.g. created using Adobe Sign) shall be valid and binding. An electronically signed document shall be deemed to be "written" or "in writing". Paper copies of electronically signed documents shall be admissible as evidence in any judicial or arbitral proceeding.