

25 September 2015

**1. Scope of Application**

All supplies by Tikomet and the services associated with them shall be provided exclusively on the basis of these General Conditions of Sale ("GCS"). Buyer's orders for goods or services are accepted only subject to these GCS. References made by Buyer to its general terms and conditions or any different or additional terms or conditions contained in any purchase order or other document submitted by the Buyer are hereby rejected. The GCS shall also apply to all future business even if not expressly referenced or included in the order confirmation. Deviation from the GCS require the explicit written approval of Tikomet Oy (hereinafter "Tikomet").

Buyer may not modify, cancel or otherwise alter orders, including any of the terms and conditions hereof, after the order is in process without Tikomet's written consent.

**2. Product Quality, Specimens and Samples; Guarantees****2.1**

Unless otherwise expressly agreed with Tikomet, the quality of the goods is exclusively determined by Tikomet's product specifications.

**2.2**

The properties of samples are binding only if expressly agreed to determine the quality of the goods.

**2.3**

Quality, shelf-life data as well as other advice or data constitute a guarantee only if they have been agreed and designated as such. Buyer assumes full responsibility for undertaking its own investigations and tests to determine suitability and application.

**3. Prices and Payments****3.1**

Payment of invoices shall be due within thirty (30) calendar days of the invoice date. Unless expressly agreed otherwise, all payments shall be in euros. Payments shall not be deemed made until they have been credited unconditionally to Tikomet's designated account.

**3.2**

If Tikomet's prices or Tikomet's terms are altered between the date of contract and dispatch, Tikomet may apply the price or the terms in effect on the date of dispatch.

**3.3**

Unless expressly stated in the respective order confirmation, prices do not include any special packaging, insurance, transportation, duties, VAT or other taxes or any other costs or expenses. Such charges will be added to Tikomet's invoice.

**3.4**

If raw material prices increase prior to completion of the contract, Tikomet may increase the prices accordingly.

**4. Delivery**

Tikomet shall attempt to meet requested delivery dates contained in Buyer's orders but will not be liable for failure to do so. Unless agreed otherwise in an order, delivery shall be FCA Tikomet's facility (INCOTERMS 2010).

**5. Damage in Transit**

If Tikomet organizes carriage and insurance, notice of any claims arising out of damage in transit must be lodged by Buyer directly with the carrier and Tikomet shall be provided with a copy thereof.

**6. Delay in Payment****6.1**

Failure to pay Tikomet's invoice by the due date constitutes a fundamental breach of contractual obligations.

**6.2**

In the event of a default in payment by Buyer, Tikomet is entitled to charge interest on the amount outstanding at the rate of eight (8) percentage points above the annual base interest rate announced by Bank of Finland at the time payment is due if the amount is invoiced in euros, or, if invoiced in any other currency, at the rate of eight (8) percentage points above the discount rate of the main banking institution of the country of the invoiced currency at the time the payment is due.

**6.3**

If there are reasonable doubts as to Buyer's ability to pay, especially if Buyer is in default of payment, Tikomet may, in addition to other rights or remedies, revoke any agreed credit terms and make further deliveries dependent on the provision of sufficient security and/or cash in advance of shipment.

**7. Tolling Services****7.1**

Orders for processing scrap metals, fabricated parts or other items using Buyer-supplied materials are accepted subject to delivery of material at the time, in the amount and in dimensions agreed with Tikomet. Buyer shall furnish suitable material, and if it is necessary for Tikomet to inspect, gauge or rework such material, it shall be at the Buyer's expense. Unless specified otherwise in an order, material provided by Buyer shall be DDP Tikomet's facility INCOTERMS 2010 in such quantities as will permit continuous operation. Production will be started only when in Tikomet's sole judgment sufficient material is in Tikomet's possession to warrant production. Tikomet may, at its discretion, supplement Buyer-supplied materials as may be necessary at applicable rates. In any event, Buyer acknowledges that the quality of goods provided by Tikomet is subject to the quality of Buyer-supplied materials. Title and risk of loss to the Buyer-supplied material shall remain with the Buyer from date of delivery to Tikomet's factory until delivery of the processed goods to Buyer, subject to Section 11 (Retention of Title). Buyer shall insure such materials and provide certificates of coverage as Tikomet may reasonably require.

**7.2**

Buyer warrants that all Buyer-supplied materials are (i) conforming to Tikomet's specifications and free of hazardous or radioactive materials and any contaminants, (ii) provided in compliance with applicable regulations of the European Union Directive 2011/65/EU Restrictions on Hazardous Substances (RoHS) and the European Union Directive 2012/19/EU on waste electrical and electronic equipment (WEEE) and all other applicable laws and regulations, (iii) recycled metals, i.e., reclaimed end-user or post-consumer products that, if containing tungsten, tantalum/niobium, tin, or gold, have not been sourced from conflict regions or high-risk areas, and (iv) for the purposes of shipment, are subject to the green control procedures of the Basel Convention on the

Control of Transboundary Movements of Hazardous Wastes and Their Disposal (and its local law equivalents).

### 7.3

Buyer agrees to furnish information to accompany shipment(s) of Buyer-supplied materials in accordance with Article 18 of Regulation (EC) No 1013/2006 on shipments of waste. Buyer and Tikomet agree that, as soon as a shipment starts, Buyer shall have an obligation to take back the shipment or ensure its recovery in an alternative way and provide, if necessary, for its storage in the meantime if such shipment cannot be completed as intended or if effected as an illegal shipment. Without prejudice to Tikomet's right to claim damages for breach, Tikomet agrees to assume the aforementioned obligation if Buyer is not in a position to complete the shipment or recovery.

### 7.4

Buyer will reimburse and indemnify Tikomet for any costs, expenses, fines or penalties incurred if Buyer fails to comply with the obligations set forth in this Section 7 (Tolling Services), including without limitation, costs for arranging return transport and disposal or special measures ordered by authorities (e.g. the separation and inspection of all parts of a load which is recognized as contaminated, a temporary interim storage on the plant site, removal transportation subject to special safety precautions, or disposal). In addition, Tikomet shall be entitled, without prejudice to any other available rights or remedies, to terminate any or all order(s) without notice in case of any violation or breach of the foregoing.

## 8. Buyer's Rights Regarding Defective Goods

### 8.1

Tikomet must be notified of any defects that can be discovered during routine inspection within two (2) weeks of receipt of the goods; other defects must be notified within two (2) weeks after they are discovered. Notification of a defect must be in writing. The notification should include precise description of the nature and extent of the defects, order number(s), quantities and analysis process used. Tikomet shall have the right to inspect the goods to verify the existence of a defect.

### 8.2

If the goods are defective and Buyer has duly notified Tikomet in accordance with Section 8.1, Buyer has its statutory rights, provided that:

- a) Tikomet has the right to choose whether to remedy the defect or supply Buyer with non-defective replacement goods.
- b) Tikomet may make two attempts according to a) above; if these fail or cause unreasonable inconvenience to Buyer, then Buyer may either withdraw from the contract or demand a reduction in the purchase price.
- c) With regard to claims for compensation and reimbursement of expenses, Section 10 (Liability) applies.

### 8.3

Buyer's claims for defective goods shall be promptly asserted in writing as soon as Buyer becomes aware, or should have reasonably become aware, of the defects.

## 9. Confidentiality

Buyer shall keep confidential and not disclose to third parties any and all information, documentation or data (in particular that concerning Tikomet's business, operations and manufacturing processes) that are not in the public domain and of which it becomes aware in the course of the business

relationship with Tikomet, and shall use these solely in the context of the business relationship with Tikomet.

## 10. Liability

### 10.1

To the extent permitted by applicable law, Tikomet's liability for damage or loss shall be restricted as follows:

- (a) the remedies described in Section 8.2 shall be the sole remedy available to the Buyer in connection with defective goods and Tikomet shall have no other liability for any damage or loss in connection with defective goods,
- (b) Tikomet shall not be liable to the Buyer for any damage or loss in connection with delay in the delivery of the goods,
- (c) Tikomet shall not be liable for any indirect or consequential damage or loss caused to the Buyer; and
- (d) Tikomet's total aggregate liability for any damages caused to the Buyer shall in any event not exceed either (i) the price of the order giving rise to the claim or (ii) the total price actually paid to Tikomet by the Buyer for supplies or services under these GCS during the three (3) months preceding the event leading to the claim for damages by the Buyer, whichever is smaller.

### 10.2

The foregoing limitations on liability do not apply to injury to life, body or health or other mandatory statutory provisions nor liability for damages caused willfully or through gross negligence.

## 11. Retention of Title

### 11.1 Retention of Title

Title to the goods delivered shall not pass to Buyer before the purchase price has been paid in full. The Buyer shall not have the right to pledge, encumber, sell, resell or transfer the title or possession to the goods or otherwise dispose of the goods delivered as an owner of goods until the title to the goods has passed in full from Tikomet to the Buyer.

### 11.2 Set Off; Expanded Retention of Title

In case Buyer has paid the purchase price for the goods delivered but not yet completely fulfilled other claims arising out of his business relationship, Tikomet is entitled to set off such claims from materials provided by Buyer and not yet processed by Tikomet pursuant to Section 7 (Tolling Services). Tikomet retains, in addition, title to the goods delivered until all such outstanding debts have been completely paid by Buyer.

### 11.3 Retention of Title (Processing by Buyer)

In the event Buyer processes the goods delivered by Tikomet, Tikomet shall be considered manufacturer and shall directly acquire sole title to the newly produced goods. If the processing involves other materials, Tikomet shall directly acquire joint title to the newly produced goods in the proportion of the invoice value of the goods delivered by Tikomet to the invoice value of the other materials.

### 11.4 Retention of Title (Combination and Blending by Buyer)

If the goods delivered by Tikomet are combined or blended with material owned by Buyer, which has to be considered the main material, it is agreed that Buyer transfers to Tikomet the joint title to such main material in the proportion of the invoice value of the goods delivered by Tikomet to the invoice value (or, if the invoice value cannot be determined to the market value) of the main material. Buyer holds in custody for Tikomet any sole or joint ownership originating therefrom at no expense for Tikomet.

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**11.5 Late Payment**

In the event of late payment by Buyer, Tikomet is entitled, without rescinding the sales agreement and without any grace period, to demand temporary surrender of the goods in which Tikomet has an interest at Buyer's expense.

**11.6 Partial Waiver**

Should the value of Tikomet's security exceed Tikomet's claims by more than 15%, Tikomet waives its interest to this extent.

**12. Compliance with Legal Requirements****12.1**

Unless specifically agreed otherwise, Buyer is responsible for compliance with all laws and regulations, including but not limited to laws and regulations regarding import, transport, re-export, storage and use of the goods. Buyer warrants and represents that:

- (i) it will comply with all applicable laws and regulations, including but not limited to laws and regulations regarding import and export control laws, including re-export and transfer restrictions, embargoes and sanctions regulations;
- (ii) it will obtain any and all necessary licenses, consents or other approvals that are required for the import, use or export of the goods according to all applicable laws and regulations as are applicable to Buyer;
- (iii) in the event that a ministry or other competent government agency requests documents from Tikomet that require the cooperation of Buyer (e.g., End-Use Declaration, Import Certificates etc.), the Buyer undertakes to, in a timely and diligent manner, provide such documents or perform such actions as may be requested by Tikomet to satisfy the request of the ministry or other competent government agency; should delays in shipment arise as a result of Buyer's failure to cooperate in a timely and diligent manner or due to the ministry or other competent government agency approval process, then the time for Tikomet's performance shall be extended accordingly; in the event that the delivery of the goods or Tikomet's performance becomes impaired, whether temporarily or permanently, due to (i) the applicable national or international laws and regulations, in particular export controls, embargoes or other restrictions, or (ii) the denial or revocation of necessary approvals for reasons not attributable to Tikomet, Tikomet shall be under no further obligation to deliver or to perform hereunder, and the Buyer waives any claims against Tikomet and agrees not to seek any damages or exercise any rights against Tikomet in such a case.

**12.2**

The Buyer makes the above representations as of the day of conclusion of the contract concluded in accordance with these GCS and all representations will be considered made again by the Buyer as of each day of validity of the concluded contract.

**12.3**

The Buyer is fully liable for the damage suffered by Tikomet in connection with the Buyer's violation of any representation or obligation under Sections 12.1 or 12.2 hereof, or due to the fact that some of the Buyer's representations will prove to be invalid, false or incomplete.

**13. Force Majeure**

To the extent any incident or circumstance beyond Tikomet's control (including natural occurrences, war, strikes, lock-outs, shortages of raw materials and energy, obstruction of transportation, breakdown of manufacturing equipment, fire, explosion, acts of government), reduces the availability of goods such that Tikomet cannot fulfill its obligations under this contract (taking into account on a pro rata basis other supply obligations), Tikomet shall (i) be relieved from its obligations under this contract to the extent and for such period as Tikomet cannot reasonably perform such obligations and (ii) have no obligation to procure goods from other sources. The first sentence does also apply to the extent such incident or circumstance renders the contractual performance commercially useless for Tikomet over an extended period or occurs with suppliers of Tikomet.

**14. Assignment**

Any assignment of rights hereunder by a party without the prior written consent of the other party shall be void, provided, however, that Tikomet may, at any time, assign its rights or obligations hereunder, in part or in whole, to an affiliate in the Plansee Group.

**15. Applicable Law**

The parties disclaim applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG). These GCS and contract of the parties shall be governed by the laws of Finland, regardless of its conflicts of laws provisions and principles.

**16. Dispute Resolution**

Any dispute or claim arising out of or in connection with the GCS and the contract, or the breach, termination or validity thereof, shall be finally settled by arbitration under the Arbitration Rules of the Finland Chamber of Commerce. The seat of arbitration shall be Helsinki and the proceedings shall be conducted in the English language. The arbitration tribunal shall be composed of one (1) arbitrator.

Notwithstanding the foregoing, Tikomet shall be entitled to bring its claims for payment of the purchase price against Buyer before any other court of competent jurisdiction, and Buyer hereby irrevocably submits to the jurisdiction of such court(s).