1. Scope of application

1.1 These General Terms and Conditions for the supply with copper cathodes ("Terms") apply for all – also future - purchases and other legal transactions between the KME Mandel GmbH (“Buyer”) and its suppliers (“Supplier”). Agreements which deviate from these Terms are hereby contradicted. These are only binding if they are confirmed in writing by the Buyer. The Supplier renounces own sales conditions.

1.2 In case regulations in the order by the Buyer to the Supplier deviate from these Terms, the order shall be authoritative. In case of non-compliance of the Supplier, the Supplier's trade terms only apply to the extent that in these Terms or in separate agreements no deviating regulations are agreed.

1.3 The Supplier is a manufacturer or dealer of high-quality copper cathodes. The Buyer requires high-quality copper cathodes in strict compliance with these agreed requirements. Products produced by the Buyer are usually sold – for further processing – to customers with high-quality demands in various fields of application (e.g. electrical industry, sanitary installations etc.). Thus, the Buyer is dependent on cooperating with reliable Supplier which are able to provide the agreed quality of products at cost prices on a continuous basis and to guarantee a consistent supply of security. Furthermore, the price has committed itself to the sustainable promotion of human rights and environmental protection.

2. Product and quality

2.1 The Supplier guarantees to deliver the quality of the product to the Buyer. The product shall meet the following requirements: the surface shall be free of uneven sections, protruding edges and any foreign material, such as electrolyte residues (e.g. sulphur, chlorine), dirt, oil and grease; (ii) degree of radioactivity shall not exceed one (1) micro Sievert per hour; (iii) Cathode, flat raw product (produced from electrodeposition), solid plates largely free from cavities, electrolyte inclusions or residues of anode; (iv) basically free from sulphur, chlorine and other impurities; foreign materials, such as iron particles or the like in the cathode stacks are impermissible; (v) suitable for processing in compliance with the respective valid EU regulations. Product may contain the following values of the following chemical elements:

<table>
<thead>
<tr>
<th>Group</th>
<th>Group 2</th>
<th>Group 3</th>
<th>Group 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Copper (Cu)</td>
<td>0.09</td>
<td>0.09</td>
<td>0.09</td>
</tr>
<tr>
<td>Tin (Sn)</td>
<td>0.10</td>
<td>0.09</td>
<td>0.08</td>
</tr>
<tr>
<td>Bismuth (Bi)</td>
<td>0.05</td>
<td>0.05</td>
<td>0.05</td>
</tr>
<tr>
<td>Arsenic (As)</td>
<td>0.05</td>
<td>0.05</td>
<td>0.05</td>
</tr>
<tr>
<td>Zinc (Zn)</td>
<td>0.10</td>
<td>0.10</td>
<td>0.10</td>
</tr>
<tr>
<td>Phosphorus (P)</td>
<td>0.05</td>
<td>0.05</td>
<td>0.05</td>
</tr>
<tr>
<td>Tellurium (Te)</td>
<td>0.02</td>
<td>0.02</td>
<td>0.02</td>
</tr>
<tr>
<td>Cadmium (Cd)</td>
<td>0.02</td>
<td>0.02</td>
<td>0.02</td>
</tr>
<tr>
<td>Chromium (Cr)</td>
<td>0.01</td>
<td>0.01</td>
<td>0.01</td>
</tr>
</tbody>
</table>

Unless otherwise agreed or stated therein, the specifications of the BS EN 1978:1998 Cu-CATH 1 Cathodes are applied (grade A). The product shall be in plates (i) with dimensions maximum one point five times the length of the cathodes, (ii) weighing fifty to one hundred and thirty (50-130) kilograms each and (iii) a maximum net weight of each stack of plates of three (3) mt.

2.2 The Supplier bears the risk for procurement of the raw materials of the product. In order to exclude the use of conflict minerals at best according to the definition of the respectively valid provisions, the Buyer liable under country of origin rules perform appropriate origin tests for the raw materials of the product and provide corresponding evidence (so-called reasonable country of origin inquiries). Alternatively, the Supplier has to inform the Buyer whether the product belongs to preferential or non-preferential goods prior to the delivery. In case of doubt, the Supplier has to provide evidence of the preferential treatment. Evidence of the preferential or non-preferential treatment for the goods delivered is provided by the Supplier to the Buyer. For the purpose of providing evidence, the Supplier may provides the Buyer with a long-term supplier declaration. The provision of the required documents is immediately effected by means of supplier declaration according to regulation (EC) n.° 1207/2001 (amended by the following EC regulation). Only in the context of the preferential treatment, the Buyer may request additional preferential permissions.

2.3 The Supplier warrants and represents that the product is free of any private-law or public-law rights of third parties, which may affect the ownership of the product. In particular, the product is not subject to ownership by way of sequester or reservation of ownership, encumbrances, hypothecations or other security rights of third parties in accordance with the law respectively applicable to the product. Moreover, the product is not subject to agreements or obligations of third parties, which may have a similar effect to the product.

2.4 The Product delivered by the Supplier is in accordance with the respectively valid requirements of environmental law, which are applicable to the Buyer, the transport or the Supplier. In particular, the product shall not be contaminated radioactively. If relevant radioactivity is detected by the Buyer during the inspection of incoming products, the Buyer is entitled to decline acceptance of the delivery. The Supplier is obliged to make an immediate replacement delivery at its own expenses. The Supplier represents and agrees that the product is registered and authorised according to the provisions of the regulation (EC) n.° 1907/2006 (“REACH regulation”) and that it is complied with all other provisions of the REACH regulation and the directive 2000/53/EC in consideration of the decision 2012/26/EC of the European Commission of 4 April 2012 ("Car was withdrawn as of 2018"). If necessary, the Supplier will support the Buyer to the best of its ability regarding the compliance and provide necessary information immediately. In case of changes of the product or the respectively valid provisions with influence on the content of the safety/material data sheet, the Supplier shall provide the Buyer immediately a safety/material data sheet. The Supplier shall provide the Buyer immediately an ISO 9001:2015 documented according to the entire term of the contract and for each delivery, the Supplier will maintain a valid registration according to the REACH regulation for the product and display it on the delivery documents.

2.5 After shipping of the delivery, the Supplier is obliged to subject the product to a quality test. Testing shall only be performed if the Buyer makes available the best available technology and shall, at latest, be suitable for assessing chemical composition and showing potentially pollutants, contaminants or similar impurities of the product. Immediately after the completion of corresponding test, the Supplier shall provide reports in full to the Buyer. All foreign materials are impermissible - except for the elements in the cathode stacks.

3. Quantity and delivery conditions

3.1 The Supplier is entitled - after prior express written consent of the Buyer and prior to the beginning of the delivery month - to deliver a quantity differing by plus-minus ten percent (2%)

3.2 The delivery is made according to the delivery condition Incoterms®.

3.3 After the Supplier is entitled to perform an independent quality test according to recognised and authorised standards, the quality control of the delivery is performed by means of supplier declaration according to regulation (EC) n.° 1207/2001 (as amended) or - if not applicable - a comparable certificate by e-mail to the Buyer - in each case for batches of fifty to one hundred and thirty (50-130) kilograms each of the product including photo documentation.

4. Prices and terms of payment

4.1 After the Supplier issued a proper invoice, the Buyer shall pay the price for the delivery of the product according to the contract. The price shall be converted completely into Euro. The conversion of USD to Euro takes place on each trading day on the basis of the EUR/USD reference price of the European Central Bank, Frankfurt a. M. (“ECB”) published by the ECB. If no reference price for EUR is available, the Supplier may determine the reference price most recently determined and published by the ECB is used for the conversion. If no reference price
of the ECB is determined or published over a longer period, a consensual agreement is to be reached if it can be assumed that there has been a considerable change of the reference price within this period.

4.2 If the price for the product cannot yet be definitively determined at the time of invoicing by the Supplier to the Customer for the delivery period, the price for the corresponding invoicing during this period shall in any event correspond to the value within the trading period until and including the day of invoicing ("provisional invoice"). If the price for the product can definitively be determined at the end of the trading period, the Supplier issues a final invoice in accordance to the difference between the provisional invoice and the actual final invoice ("final invoice"). The respective Party shall pay the difference arising from the final invoice.

4.3 The price for the product shall be due for payment by the Buyer ten (10) working days upon receipt of a proper invoice for the delivery ("Due date").

4.4 The Buyer may only be entitled to discount a payment if the price is not credited to the account of the Supplier within a reasonable period (set by the Supplier) of at least five (5) more calendar days after the Due date. In the event of default, the rights shall be as determined by section 7. The same applies if a payment obligation of the Supplier towards the Buyer arises from the invoice.

4.5 If the Seller's destination point, customs points, levies and customs duties shall be borne and paid by the respective Party legally obligated within the scope of the delivery condition Incoterms®. In the cases of section 4.6, 10 and 12 the Supplier is not responsible for the costs for damage incurred by the Buyer as a result, unless the Supplier is not responsible for the violation of obligations.

5. Provisions concerning export and foreign trade data

5.1 The Supplier shall meet all requirements of the respectively applicable national and international customs law. At least two weeks prior to the delivery as well as in case of changes, the Supplier shall provide the Buyer immediately with all information and data required by the Buyer for compliance with the provisions of the foreign trade law (including import and export data). In particular, this includes (i) the ten-digit statistical commodity code according to the current commodity classification of the foreign trade statistics [CN code number (Combined Nomenclature) including HS code number (Harmonized System)] and (ii) if in case of non-preferential origin: Notification of the country of origin or certificates on the non-preferential origin or (iii) in case of preferential origin: Supplier declaration of origin.

5.2 If the Supplier violates the obligations mentioned in section 5.1, the Supplier shall bear all expenses and costs for damage incurred by the Buyer as a result, unless the Supplier is not responsible for the violation of obligations.

6. Warranty and product warranty

6.1 The Supplier warrants and represents that the delivered product has the agreed quality, in particular the contractually promised characteristics, and is suitable for the use assumed according to the contract. Deviations from the agreed requirements (in particular specified in the sections 2 and 3) to the extent that such deviations constitute a defect of the product, are permissible.

6.2 The Buyer is entitled - at its own option - to demand remedy of defects or subsequent delivery of a new product by the Supplier. Therefore, the Buyer shall set a reasonable deadline for the subsequent delivery by the Supplier, which does not exceed a period of seven (7) calendar days. If the supplier does not deliver the new product within the deadline, the Buyer is entitled to sell off the goods in the condition they are in and to claim damages. If, within the seven (7) calendar days, the Buyer delivers a new product in the condition of the old product, the Buyer may demand reimbursement of any expenses incurred.

6.3 The Buyer is entitled to remedy the defect itself or have it remedied by a third party at the expense of the Supplier if there is imminent danger or a particular urgency, or if this is required in order to avert disproportionately great damage or for other reasons for which the Supplier is responsible. Loss of production, loss of profit or other consequential damages constitute damage within the meaning of this warranty.

6.4 The warranty period shall be a total of twenty-four (24) months from the passing of risk of the delivery condition Incoterms®. In the cases of section 6.2, sentence 1, this period shall commence at the time of the remedy of defects or subsequent delivery of a new product.

7. Liability

7.1 The right to compensation for damages incurred is applicable to both Parties without restrictions, irrespective of whether a personal injury, damage to property or a financial loss is concerned.

7.2 Regardless of the test to be performed by the Supplier, which is performed by the testing laboratory, the Buyer will examine the product supplied within a reasonable period. In doing so, the examination may not exceed checking the conformity with the agreed quality and the check for externally recognisable (visible) defects. Any defects discovered are reported to the Supplier within a period of twenty (20) working days following partial delivery. Non-visible defects are reported to the Supplier within a period of twelve (12) months after the passing of risk of the delivery condition Incoterms®. The Buyer shall inform the Supplier without delay of any defects as well as all relevant circumstances. As a result, the Buyer shall notify the Supplier of any defects which are discovered during the warranty period.

7.3 If a defect is not remedied or the quality of the product is not fulfilled or the product is not delivered in the agreed quality, the Buyer is entitled to immediately demand the remedying of any defects or a new product by the Seller or, in case of insignificant violation of obligations, to demand reimbursement of any expenses incurred.

7.4 Event of force majeure refers to each act, event or circumstance as well as their combination, which delay or prevent - partially or completely - the fulfilment of obligations arising out of this contract and are beyond the control of the affected Party (“affected Party”). In particular, the events of force majeure include strikes, lockout, war, armed conflicts, civil wars, terrorist attacks, radioactive rays released in an uncontrolled manner and natural disasters.

The affected Party (i) shall give immediate notice to the other Party that an event of force majeure has occurred and which obligations of the contract cannot be fulfilled or cannot be completely fulfilled ("obligations concerned") due to this event of force majeure and information on the expected extent and the probable duration of the event of force majeure; (ii) shall be exempted from the fulfillment of the obligations concerned for the period of the event of force majeure or, if the Supplier is the affected Party, the Supplier shall deliver at least the available quantity of the product to the Buyer; (iii) has to exempt the other Party from rendering the counter-performance for the obligation concerned which is not performed by the affected Party; and (iv) shall use its best efforts in order to minimise the impact of the force majeure event on the obligations concerned as far as possible or completely eliminate the impact.

If the duration of the force majeure event exceeds a period of more than sixty (60) calendar days, the other Party has the right to terminate the contract at any time with a notice period of fourteen (14) calendar days. All claims of the non-affected Party, which arise as a result of a partial delivery of the product, explaining by this event of force majeure is excluded.

7.5 The Supplier is obliged to indemnify the Buyer - on first demand - from all third-party damage claims due to suffered personal injuries, damages to property or a financial loss if the asserted claims result from the product obligation as well as from the obligations arising out of this contract. The Supplier also includes additional expenses arising out of or in connection with a recall initiated by the Buyer.

7.6 The Supplier shall effect a product liability insurance with an insured sum of at least EUR twenty (20) million per case of damage and maintain this product liability insurance during the entire term of this contract. If the Buyer is entitled to further claims for damages, they remain unaffected. The Buyer shall prove the existence of the insurance contract upon request.

8. Assignment and Set-off

8.1 With the prior written consent of the other Party, each Party is allowed to partially or completely assign or transfer its rights or obligations or to set-off against claims of the other Party.

8.2 Set-off against claims of one Party is only possible for the other Party with outstanding debts arising out of this contract.

9. Term and termination

9.1 In the case of extraordinary termination for good cause reasons unaffected. Good cause shall be in case of, if in particular if a Party repeatedly violates obligations arising out of this contract or has significantly infringed essential duties necessary for the performance of this contract. The contract shall be terminated in writing by registered letter or courier service with acknowledgement of receipt.

10. Confidentiality

10.1 Confidential information refer to the content of the contract and all information, which are declared to be confidential by both Parties in connection with this contract and by the Disclosing Party, or information where it can reasonably be assumed that they are confidential.

10.2 The Parties (respectively "Receiving Party") shall, in each case (i) always treat confidential information disclosed by one Party to the other Party as confidential; (ii) not disclose the confidential information to any other person, except the persons mentioned in the following provisions, unless the Receiving Party has received the prior written consent of the Party disclosing the confidential information (respectively "Disclosing Party"); (iii) Not use the confidential information, unless with the exception of fulfilling the obligations arising out of or in connection with this agreement ("Permissible Purpose").

10.3 Each Party may disclose confidential information to its professional advisers and own employees if this is required for the Permissible Purpose.

10.4 The Receiving Party ensures that every person to whom confidential information are disclosed must sign a certificate of the confidentiality and complies with all confidentiality obligations of the Receiving Party under this contract.

10.5 The Receiving Party may disclose Confidential Information where disclosure is required by (or deemed by the Receiving Party to be appropriate given the requirements of law) a court, of competent jurisdiction, a regulatory body or the rules of a stock exchange with authority over its business or securities, provided that in each case the Receiving Party shall give the Disclosing Party as much notice of the disclosure as is practicable and

10.6 The obligations of the sections 10.1 to 10.5 and 10.7 do not apply to confidential information which (i) has already been published or is widely known to the public as a result of the disclosure of the confidential information; (ii) in case of insignificant violation of obligations, this is not a breach of a contract by the Receiving Party or by a disclosure by another receiving party to which the Disclosing Party has disclosed confidential information; (iii) were already known to the Receiving Party before disclosing them to the Receiving Party; (iv) were developed by the Receiving Party independently and without reference to the confidential Information disclosed, or the disclosing Party or any third party was not aware of the possession of the Receiving Party, subsequently, by a third party, which has not violated an agreement regarding the protection of confidential Information.

10.7 In case of termination of this contract, the Receiving Party will return the confidential information to the Disclosing Party within five (5) working days after receipt of the written request of the Disclosing Party or destroy them and confirm their destruction to the Disclosing Party in writing.

11. Compliance

The Parties agree that each Party will comply with the applicable laws, anti-bribery provisions, competition rules and the like and that each Party is responsible for compliance with these provisions. Violations of these provisions are, at the same time, considered to be a breach of this contract. The obligations of each Party continue to exist simultaneously after the date of the termination of this contract.


12.1 This contract describes the agreement of the Parties regarding the subject matter of the contract in full. Additional agreements are not made. Unless otherwise specified in the contract, the application of general contract terms of the Parties is excluded.

12.2 Any amendments and deviations from this contract - including this provision - shall be made in writing.

12.3 If one of the provisions mentioned is or becomes completely or partially invalid or unenforceable, this does not affect the validity of the remaining provisions. The same applies if and to the extent to which a regulatory gap might arise in this contract. The invalid or unenforceable provision shall be replaced by the legal provision applicable. This shall also be done for the purpose of filling the gap.

12.4 The legal relations in connection with this contract are subject to the law of the Federal Republic of Germany - excluding all regulations of the conflict of laws (including the Contracts of the UN for the International Sale of Goods ("CISG")).

12.5 For all disputes in connection with this contract, including its validity, the courts of Halle (Saaale), Germany, shall have exclusive jurisdiction.