

GENERAL SALES CONDITIONS

HKS BELGIUM NV

Article 1 **Description**

HKS Belgium NV (enterprise number: 0443.676.416) is referred to in these general terms and conditions as the "*supplier*"; any (legal) person who has concluded or wishes to conclude a contract for the supply of goods with the supplier and, in addition to this person, their representative(s), agent(s), assignee(s) and successor(s), is referred to as the "*customer*".

Article 2 **Applicability**

- 2.1. These general sales conditions apply to and form part of all quotations from the supplier and all agreements concluded with customers. The acceptance of a quotation from the supplier or the conclusion of an agreement by the customer with the supplier implies acceptance by the customer of these general terms and conditions.
- 2.2. By accepting these general terms and conditions, the customer completely renounces the application of their own general terms and conditions, even if priority has been stipulated in them in any other way.
- 2.3. In an individual agreement, the parties may (partially) deviate from these general sales conditions. Deviating conditions must be confirmed in writing by the supplier. In case of conflict between these sales conditions and further agreements, the provisions of the individual agreement shall prevail. These general sales conditions shall always apply in full to subsequent agreements.

Article 3 **Supplier's core activities**

The supplier is mainly engaged in the collection, processing, reworking and trading of metals.

Article 4 **Conclusion of the agreement**

- 4.1. All quotations made by the supplier are without obligation unless explicitly agreed otherwise.
- 4.2. An agreement shall be concluded after the customer's order has been confirmed in writing by the supplier.
- 4.3. An agreement shall, in any case, be deemed to have been concluded if the agreement is actually executed by the supplier and the customer does not immediately protest against this execution.

- 4.4. Any changes and additions to the order or an existing agreement shall only be binding if and in so far as confirmed in writing by the supplier.
- 4.5. In the case of framework agreements, the individual purchase contract shall be concluded as soon as the confirmation of the order for a (partial) delivery, within the context of the framework agreement, is sent by the supplier. These general sales conditions shall remain in full force and effect on these (partial) deliveries.
- 4.6. The agreement is entered into for a fixed period of time unless the nature or scope of the agreement (e.g. in the case of framework agreements) dictates that it has been entered into for an indefinite period of time.
- 4.7. Verbal orders will be executed in accordance with the notes made by the supplier and the interpretation given to them, whereby the customer is authorised to provide evidence to the contrary. The execution of verbal purchase agreements may be suspended until such time as the customer accepts the supplier's written confirmation thereof in writing.

Article 5 Prices and payment

- 5.1. Unless otherwise agreed, the sales prices are in euros, excluding VAT and are based on the sales condition "Ex Works (EXW) (Eindhoutseheide 2, 2440 Geel)," in accordance with Incoterms 2010.
- 5.2. In any case, the customer shall also be liable for the following, in addition to the agreed price, and unless expressly agreed otherwise in writing:
 - i. All costs for insurance, security, loading, transport and unpacking of products;
 - ii. All taxes and duties (including VAT and customs duties) relating to the goods delivered or the items referred to under point i, including those which are only introduced or adjusted after the conclusion of the agreement; and
 - iii. Any additional costs incurred by the supplier as a result of a rise in exchange rates which is detrimental to the supplier.
- 5.3. Payment by the customer shall take place within 15 days of the invoice date unless a different payment term or method has been agreed. Any costs resulting from the execution of payments shall be definitively borne by the customer.
- 5.4. If payment by means of a letter of credit has been agreed upon, the supplier is not obliged to commence the execution of the agreement in any way before the customer has set the letter of credit on the agreed conditions.
- 5.5. The customer shall not be permitted to set off any debt to the supplier against any claim against the supplier or any company affiliated with the supplier.
- 5.6. If the customer has not made payment within the agreed payment period, the customer shall be in default by operation of law and without notice of default required. From that moment on, the customer shall owe a cumulative interest of 1% per month on the entire outstanding amount.
- 5.7. If the default as referred to in Article 5.6 occurs, the customer shall immediately owe an amount equal to 5% of the outstanding amount in administration costs. If the actual costs incurred by the supplier for late payment are higher, they shall be entitled to those costs actually incurred.

- 5.8. If the supplier engages third parties to collect the outstanding amount, they shall also be entitled to full reimbursement of the costs incurred in connection therewith.

Article 6 Securities

- 6.1. The supplier is at all times entitled to require the customer to provide sufficient security for the fulfilment of their (payment) obligations before proceeding with the execution of the agreement or continuing the execution of the agreement that has already commenced.
- 6.2. The supplier may require security in the form of a bank guarantee or letter of credit.
- 6.3. If the customer does not provide the requested security within a reasonable period set by the supplier, the supplier shall be entitled to dissolve the agreement by operation of law, without notice of default and without prior judicial intervention and without being obliged to pay any compensation.

Article 7 Retention of title

- 7.1. Regardless of the agreed sales conditions or any security provided, all goods delivered by the supplier shall remain the property of the supplier until the full purchase price has been received by the supplier and, in addition, all other claims that the supplier has or will have on customer buyer have been paid.
- 7.2. As long as the ownership of the goods has not been transferred to the customer, the customer may not transfer the goods, encumber them with security or process them in any way (including incorporation) or grant third parties any other right to them, except in the normal course of their business.
- 7.3. If the customer is in default with regard to one or more of the claims referred to in Article 7.1, the supplier shall be entitled, without further notice, to take possession of the goods subject to the retention of title and to either keep them at the expense and risk of the customer until full payment has been received, or to sell them to third parties and to set off the proceeds of the sale minus all related costs against the customer's debt. The customer shall in all cases remain obliged to pay the agreed purchase price of the goods in full.
- 7.4. The supplier is entitled to register this retention of title and to do all that is necessary and useful to give effect to this reservation, whereby all costs thereof shall be borne by the customer.

Article 8 Delivery and transfer of risk

- 8.1. The delivery times given by the supplier to the customer are only indications and do not bind the supplier. Consequently, exceeding these delivery times shall not result in any sanction, unless expressly agreed otherwise in writing between the parties (in that case, it shall at most result in compensation for the actual, proven and indisputable damage, or in the dissolution of the sale, at the earliest 1 month after receipt of a formal notice of default for delivery).

- 8.2. The supplier shall at all times be permitted to deliver 10% more or less in deviation from the agreed quantity of goods to be delivered. The total net purchase price for the delivered goods shall be adjusted proportionately.
- 8.3. Unless otherwise agreed, delivery shall be based on Ex Works (EXW) (Eindhoutseheide 2, 2440 Geel) in accordance with Incoterms 2010.
- 8.4. If contrary to Article 8.3, a different sales condition is agreed upon, this shall also be interpreted on the basis of Incoterms 2010.
- 8.5. The risk in and ownership of the goods shall pass to the customer at the moment that the supplier makes the goods available to the customer at the agreed time and place, without prejudice to a later transfer of ownership as a result of the retention of title in accordance with Article 7.
- 8.6. If the purchase agreement also includes the transport of the goods, the risk in the goods shall pass at the moment of loading of the first means of transport. The transport of the goods, as well as the loading and unloading, is, in all cases, at the risk of the customer.

Article 9 Transport and insurance

- 9.1. If the supplier takes out transport insurance on behalf of the customer, this will be done on the basis of the Institute Marine Cargo Clauses, C. Unless otherwise agreed in writing, the transport insurance in question will provide cover up to a maximum of the total purchase price as included in the purchase agreement increased by 5%.
- 9.2. Upon receipt, the customer is obliged to secure, insure and store the delivered goods in a way that can be individualised and with a legible and visible marking that explicitly confirms the supplier's ownership until the time of full payment of the purchase price.

Article 10 Monitoring, quality and quantity

- 10.1. The supplier's procedures with regard to the inspection of the goods to be delivered shall comply with the regulations applicable thereto pursuant to Belgian and European legislation. The customer must inform the supplier of any deviations from the regulations in the customer's country of residence in relation to European regulations.
- 10.2. With regard to the quality of the delivered goods, a deviation of 0.50% for the average impurity is permitted.
- 10.3. With regard to the quantity of the delivered goods, the measurement at the place of loading of the first means of transport is decisive.
- 10.4. If the measurement of the customer at the place of unloading differs by 1.00% or more from the measurement of the supplier, the customer shall be obliged, on pain of forfeiture of rights, to report this deviation to the supplier immediately and before unloading. The supplier may either accept the deviating

measurement or decide that before unloading a new measurement shall be carried out by an independent expert, whose opinion shall be binding on both parties.

- 10.5. If the customer, contrary to the previous paragraph, proceeds to unload the delivered goods before the supplier has given their approval or the independent expert has been able to carry out their measurement, the measurement at the place of loading of the first means of transport shall apply in deviation from the provisions of the previous paragraphs.

Article 11 Defects

- 11.1. The customer must notify the supplier of all complaints regarding externally visible or immediately observable defects, on pain of forfeiture of rights, immediately after the goods have been made available to the customer in accordance with Article 8.
- 11.2. If contrary to the provisions of Article 8.3, it has been agreed that the supplier shall take care of the transport, the obligation described in the first paragraph shall apply at the moment that the goods have left the last means of transport used by the supplier.
- 11.3. All other defects must be reported by the customer to the supplier within two working days after the goods have been made available to the customer in accordance with Article 8 or have left the last means of transport used by the supplier, on pain of forfeiture of rights. With regard to hidden defects that would only become visible later, the customer must report these to the supplier within two working days after the customer has discovered them, on pain of forfeiture of rights.
- 11.4. If the customer discovers defects, they must store the consignment in question carefully and separately from any other goods present. If the goods are processed in the customer's company, they are deemed to have been accepted and the customer can no longer claim any defects.
- 11.5. The supplier has the right to collect the delivered goods from the customer free of charge if they do not correspond with what has been agreed and are rejected by the customer.
- 11.6. In the event of disputes concerning the quality of the delivered goods, the parties shall jointly appoint an independent expert. This expert shall determine the quality of the delivered goods in a binding manner. If it appears that the goods comply with the agreed quality, all costs relating to the inspection shall be borne by the customer.
- 11.7. The provisions of this Article 11 are without prejudice to the provisions of Article 8 concerning the transfer of risk. Where appropriate, it is up to the customer to prove that any defects have not arisen during the transport.
- 11.8. Without prejudice to the provisions of this Article 11, if the delivered goods are to be regarded as a radioactive source that cannot be categorised as an orphan source, the customer shall be obliged to bear any costs incurred as a result.

Article 12 Liability

- 12.1. The supplier shall only be liable for defects subject to compliance with the notice periods set out in Article 11, on pain of forfeiture of rights.
- 12.2. The supplier's liability shall in all cases be limited to - at the supplier's discretion - the restitution of (part of) the purchase price paid by the customer or replacement of the delivered goods free of charge.
- 12.3. The supplier shall never be liable for damage as a result of a delay in delivery or for any other consequential damage whatsoever.
- 12.4. The limitations and exclusions of liability stipulated in the previous paragraphs shall not apply insofar as the customer proves that the damage in question was caused by intent or gross negligence on the part of the supplier.

Article 13 Unforeseen circumstances

- 13.1. If circumstances beyond the control and/or influence of the parties, regardless of whether those circumstances could have been foreseen or avoided at the time of the conclusion of the agreement, seriously disturb the contractual balance between the parties and/or the performance of the agreement by the supplier in whole or in part, temporarily or permanently, and the fulfilment of the agreement can no longer reasonably be demanded, the parties shall agree on appropriate amendments in order to restore the contractual balance between the parties.
- 13.2. If the supplier is prevented from delivering the goods by a situation as described in Article 13.1, this shall not entitle the customer to any compensation and shall exempt the supplier from the performance of the agreement.
- 13.3. The supplier shall inform the customer as soon as possible if they find themselves in such a situation.

Article 14 Termination and dissolution

- 14.1. The parties are entitled to terminate a framework agreement at any time by means of a written communication stating the reasons, with two months' notice.
- 14.2. After a written notification as referred to in Article 14.1 has been received by the other party, the parties will consult on the consequences of such a termination. In any case, any compensation that the supplier may owe the customer will never exceed the agreed purchase price. Pending the outcome of such consultations, the supplier may immediately suspend the performance of the agreement.
- 14.3. If the customer fails to fulfil their obligations under the agreement or any other agreements arising from it, or fails to do so on time, or fails to do so properly, or if the supplier has reasonable grounds to believe that such will be the case, the supplier shall be entitled to dissolve the agreement unilaterally by operation of law, without notice of default and without prior judicial intervention, by means of a written notice, without

prejudice to the further rights of the supplier to claim damages. In such a case, the supplier shall not be obliged to pay any compensation.

- 14.4. If a situation arises on the part of the customer that is beyond their control, which was insurmountable and unforeseeable, and as a result of which the fulfilment of the agreement by the customer has become impossible, the performance of the agreement shall be suspended in whole or in part for the period that this situation prevents fulfilment, without prejudice to the right of the supplier to dissolve the agreement by operation of law, without notice of default and without prior judicial intervention by means of a written notification. If such a situation lasts longer than 1 month, the supplier shall be entitled to dissolve the agreement unilaterally by operation of law, without notice of default and without prior judicial intervention by means of written notification. In the latter case, the supplier shall not be obliged to pay any compensation.
- 14.5. In the event of bankruptcy, a declaration of bankruptcy, a writ of summons in bankruptcy or other insolvency proceedings of the customer and in the event of shutdown, liquidation or takeover or any similar situation of the customer's business, the customer shall be in default by operation of law and the supplier shall be entitled to unilaterally dissolve the agreement by operation of law, without notice of default and without prior judicial intervention, in whole or in part, by means of a written notification or to suspend the performance of the agreement in full or in part, without the supplier being obliged to pay any compensation, and without prejudice to any other rights to which the supplier may be entitled, including the right to full compensation. All claims of the supplier shall then become immediately due and payable in full and there shall be a set-off by operation of law between all amounts due on both sides between the supplier and the customer, irrespective of whether these amounts are already due and payable or fixed on such a date, even if they are not yet fully certain.

Article 15 Transfer of rights or obligations from the agreement

Without the supplier's written consent, the customer shall not be entitled to transfer their rights or obligations arising from any agreement with the supplier, in whole or in part, to third parties, including a transfer by means of a sale, contribution, gift or any other transaction (including a transfer or contribution of a line of business or universality, merger, demerger, any other corporate restructuring or any other transfer under general title).

Article 16 Confidentiality

- 16.1. The customer shall treat all information provided to them by the supplier as confidential and shall in no way disclose or divulge such information to any other person without the prior written consent of the supplier.
- 16.2. The customer guarantees that their employees, agents, or any other third parties that they call upon in the context of the agreement will comply with the obligation under Article 16.1.
- 16.3. All obligations under this Article 16 shall remain unaffected after the termination of the agreement.

Article 17 Applicable law and jurisdiction

- 17.1. These general terms and conditions, as well as all quotations, agreements and their implementation, are exclusively governed by Belgian law.
- 17.2. The parties exclude the applicability of the Vienna Sales Convention, but without prejudice to the application of the Convention of 14 June 1974 on the limitation period in the international sale of goods.
- 17.3. All disputes arising from or in connection with the agreement to which these terms and conditions apply or these terms and conditions themselves, shall be settled exclusively by the competent court in the judicial district of Antwerp, Turnhout division, unless the supplier and the customer are obliged to have their disputes settled by arbitration on the basis of a special agreement between them and/or on the basis of a membership of a professional organisation.

Article 18 Invalid provisions

If and to the extent that one or more provisions of these general sales conditions should prove to be wholly or partially invalid or voidable, this shall not affect the validity of the remaining provisions. In consultation between the parties, the invalid or voidable provision will be replaced by a provision that is as close as possible to the purport and meaning of that earlier provision.