

General Conditions of Sale and Delivery of Hydro Aluminium High Purity GmbH

– Version: April 2019 -

1. Formation of Contract

Contracts for delivery will be concluded by us exclusively according to the following terms and conditions. Deviating general conditions of the Purchaser are not binding.

Our offers are made subject to change. A Purchaser's order shall be deemed as a binding offer. We are free to accept such offer by sending an order confirmation within 4 weeks or to refuse the offer.

2. Prices, Modifications

Our prices are to be understood as „ex works“ excluding packaging and VAT. We are entitled to modify the agreed prices appropriate according to the change of our production costs (salaries or cost of material), if the time period between conclusion of the contract and delivery date exceeds 4 months. If the agreed prices will be increased by more than 5 % Purchaser is entitled to withdraw from the contract.

3. Delivery

The delivery time is calculated as of the date of delivery ex works.

In case of delay in delivery we shall be obliged to reimburse the damages which Purchaser incurred due to the delay. This does not apply for loss of profit and damage from business interruption. In case of simple negligence damages are limited to (i) additional freight costs, (ii) costs of retrofitting and (iii) additional cost for Purchaser's covering purchase at a third party if we did not deliver within a grace period set by Purchaser or if Purchaser is not interested in the delivery any more.

4. Transfer of Risk

The risk of accidental loss of the ordered products transfers to Purchaser at the time when the products are leaving the production plant.

5. Deviations in Quantity

Tolerances in measurements and weights arising out of the fabrication process up to 10 % in excess of or less than the quantity or number ordered shall be permissible. We reserve the right for modifications of construction or design of the ordered products, if such modifications were caused by technical improvements or legal requirements however under the condition that the ordered products will not be changed substantially and that the modifications will be acceptable for Purchaser.

6. Quality and Quantity Complaints, Warranty

Claims because of material defects, false delivery and different quantities will be considered only if raised in writing within 14 days after receipt of the products. Latent defects have to be notified in writing to us immediately upon discovery.

If a warranty claim is justified and properly notified we may elect to either remove the defect at no expense to the Purchaser or against return of the defective products to supply goods complying with the contract, or to repay to Purchaser the purchase price of the returned material. If we refuse to remedy a defect or to replace defective goods or fails to remedy a defect or to replace defective products within a reasonable period of time or if the goods replaced or repaired are defective again, Purchaser shall have the right to annul the contract or to reduce the purchase price.

All warranty claims are time barred after 12 months after the date of delivery.

7. Limitation of Liability

We are only liable for violations of the contract if they are caused willfully or by gross negligence. In case of ordinary negligence we are only liable for violations of material contractual obligations. Material obligations are such obligations which protect material legal contractual positions of the Purchaser, which are essential according to the purpose of the contract as well as such obligations the fulfillment of which enables the performance of the contract and in which Purchaser has trusted.

Damages are limited to the contract typical, foreseeable damages. Any further damages are excluded.

We are only liable for technical advice relating to application or processing of our products if this has been confirmed in writing by us and subject to complete submission of all necessary data and information by Purchaser.

8. Third Parties' Rights

Purchaser will indemnify us or will hold us harmless from claims of third parties based on the allegation of infringing their intellectual property rights if the production and delivery of the products was made and effected based on data, information and/or drawings submitted by the Purchaser.

9. Costs of Annulment

If Purchaser withdraws from an order without justified reason, we are entitled to claim a deferred compensation

of 10 % of the net invoice amount. However, we reserve our right to also claim a higher amount if we can prove such higher amount.

10. Credit Basis

If we become aware of facts after the conclusion of the contract, which give reason for the assumption that Purchaser's financial position has worsened to an extent that endangers the payment of the deliveries, we are entitled to carry out further deliveries only against pre-payment or providing of sufficient securities by Purchaser. If Purchaser does not comply with such requirements we are not obliged to perform deliveries and we are entitled to set an appropriate grace period after the elapse of which we are entitled to withdraw from the contract and claim damages.

11. Transfer of Property, Retention of Title

The ownership of products delivered by us to Purchaser will pass to Purchaser only at the time of fulfilment of all our payment claims which we have for the delivery. This applies also for future payment claims including possible balance claims in our favour.

Purchaser is entitled to process and to resell the products in the ordinary course of business. In case of processing, combination or mixing of the products by Purchaser with other goods, we will acquire co-ownership of the newly built good in proportion of the invoice value of the products delivered by us in relation to the invoice value of such other goods.

Purchaser's payment claims deriving from the resale of the products are herewith assigned in advance to us in order to serve as a security to the same extent as the products.

If Purchaser has sold the payment claim in the frame of a real factoring, then our payment claim will become due immediately, Purchaser assigns his payment claim against the factor to us which we accept and Purchaser shall forward factor's payment immediately to us.

In case the products will be resold together with other goods or where we hold a co-ownership, the payment claims deriving from such resale are assigned in proportion of the invoice value of the products delivered by us in relation to the invoice value of such other goods. We authorize Purchaser to receive payments from its customers for reselling the products as long as Purchaser complies with his payment obligations towards us.

In case that the value of the existing securities exceeds our secured payment claims by more than 10 %, we shall - on Purchaser's request - release secured products.

12. Force Majeure

Neither party shall be liable to the other, or be deemed to be in breach of this Agreement, by reason of any delay in performing, or failure to perform, any of its obligations under this agreement if the delay or failure was beyond that party's reasonable control (including without limitation fire, flood, riot, civil commotion, any strike, lockout, act of God, war, warlike hostilities or threat of war, terrorist activities, and any prohibition or restriction

by any government or other legal authority, including imposing embargoes or import or export restrictions which affects this Agreement or the supply chain and which is not in force on the date of this agreement). A party claiming to be unable to perform its obligations under this Agreement (either on time or at all) in any of the circumstances set out in clause shall notify the other party of the nature and extent of the circumstances in question as soon as practicable. If any circumstance relied on by either party for the purposes of this clause continues for more than six months, the other party shall be entitled to terminate this Agreement by giving one month's notice.

13. Set Off

Purchaser is only entitled to declare set-off of undisputed or legally binding counter claims against our payment claims.

14. Place of Performance

Place of performance for delivery shall be our dispatching factory. Place of fulfilment for payments shall be Grevenbroich.

15. Data Protection

Personal data which the supplier obtains from us may only be used by the supplier to fulfill his contractual obligations. The supplier shall ensure that the personal data is not used for any other purposes. For information related to Hydro's handling of personal data, please see <https://www.hydro.com/en/privacy/>. The link leads to Hydro's Binding Corporate Rules, which are established to comply with applicable data protection legislation, including the EU General Data Protection Regulation.

16. Applicable Law, Venue

The contract and the rights and obligations of the parties thereto shall be governed by German law. The application of the uniform laws on the International Sale of Goods (CISG) shall be excluded.

Venue for both parties shall be Mönchengladbach.