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All legal relations between the supplier and Tikomet Oy ("Tikomet") concerning the supply of goods, services or other deliverables by the Supplier to Tikomet are solely based on these General Conditions of Purchase ("GCP") and the applicable purchase order ("PO") issued by Tikomet (together a "contract"). These GCP shall also apply to future orders and business even if not expressly referenced or included in the order.

Deviating, supplementary or opposing terms, even with knowledge thereof, shall not become an integral part of the contract unless the applicability is expressly approved in writing by authorized representatives of Tikomet.

1. Order

Orders and other declarations are binding as a contract only if submitted or confirmed by Tikomet in writing.

Tikomet's confirmation number should be referenced in all subsequent correspondence, documents and deliveries.

Delivery contracts negotiated verbally, by telephone, by email or by fax become effective as a contract only after Tikomet has placed a formal PO.

Supplier shall confirm all PO's in writing. If confirmation is not effected within one week, Tikomet may revoke its PO at any time. If the confirmation deviates in any way from the PO issued by Tikomet, Tikomet shall be bound to such deviations only if it has expressly consented to the deviation in writing.

2. Price

Prices for orders, unless otherwise agreed in a PO, are not to exceed those last quoted or charged to Tikomet for similar goods or services, and in the case of goods include all shipping (DDP Tikomet's named place of delivery INCOTERMS® 2010), packaging, insurance, VAT (if applicable), tolling, or sorting costs. Supplier bears the cost of any additional charges which may indirectly or directly increase the price of the order, including the subsequent introduction and/or increase in duties, taxes, freight charges, energy costs, etc.

3. Delivery Dates

Supplier shall deliver on the dates, times and schedule specified by Tikomet and they shall be binding on the supplier. Supplies or services may be delivered prior to the scheduled date only subject to Tikomet's consent. If the delivery date may not be met, then the supplier must immediately inform Tikomet about the reason and

expected duration of the delay in writing. Tikomet reserves the right to claim compensation for damages caused by delays, even if such delayed delivery is accepted.

In the event of significant or repeated delays, Tikomet reserves the right to stop performance of the contract, including withholding payment(s), and may terminate the contract and/or demand damages owing to breach.

In the case of a force majeure event beyond the reasonable control of a party, the party so affected shall provide prompt notice to the other party, including all necessary information, and shall act to mitigate any impact on performance and to minimize harm the other party.

4. Change Orders; Cancellation

Tikomet reserves the right, at any time prior to shipment or rendering of services, to make changes as to: (i) specifications; (ii) methods of shipment or packing; (iii) place of delivery; (iv) schedule of delivery; and (v) reduce, increase or cancel the volumes ordered. If any such change causes an increase or decrease in cost or time required for performance, an equitable adjustment shall be made in the contract price or delivery schedule or both. Any claim by supplier for adjustment shall be deemed waived unless asserted in writing within ten (10) business days from supplier's receipt of the change notice.

In case of order cancellation, Tikomet shall not have any liability to supplier except for the allocable part of the price for conforming goods delivered and not returned, and for reasonable value of services performed to the date of cancellation. In addition, Tikomet may, at its option, pay supplier's actual costs for undelivered goods and raw materials, whether in process or finished, in which event such goods and materials shall be promptly delivered or made available to Tikomet. In no event shall Tikomet be liable or obligated to pay to supplier an amount greater than the contract price for the delivered goods in total.

5. Measurements, Weights and Chemical Composition

All goods ordered must comply with the quality specifications of Tikomet and otherwise be suitable for processing at its facilities.

During a reasonable period following receipt, Tikomet has the right to check the dimensions, weight and chemical composition of the goods before acceptance. Tikomet's weights, sampling and analysis will determine if any goods are non-conforming or defective, and the dimensions,



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weight and composition stated in any dispatch or delivery note shall not be binding for Tikomet unless they correspond in full to Tikomet's data.

Tikomet shall, in its discretion, have the right to reject the entire shipment(s) of goods or only the portion(s) which are deemed non-conforming or defective. No payment will be made for rejected goods, and any rejected shipments (or portions thereof) will be sent back to supplier at supplier's cost. Risk of loss and title to goods or deliverables transfers to Tikomet only after its inspection and acceptance.

The inspection and acceptance of the delivery shall not constitute any waiver of any claims Tikomet is entitled to nor does it constitute any acknowledgement of the delivery or service being defect free or otherwise in conformity with the contract.

6. Packaging

The goods must be packed and marked according to Tikomet's packing instructions. Supplier bears all the costs for packaging.

7. Insurance

Supplier shall be responsible for maintaining adequate insurance covering its activities under the contract, as required by all laws and regulations and as is the common practice in supplier's area of business. The goods shall be insured for 110% of the invoice value against all risks. The supplier bears all costs for insurance and shall, upon request, provide Tikomet with certificates of coverage.

8. Shipment

The goods must be shipped to the place of delivery stipulated by Tikomet in the purchase order.

The supplier shall inform Tikomet on the date upon which the goods are shipped by means of dispatch advice including Tikomet's purchase order number and the volume(s). The supplier shall comply with all customs and shipping requirements, including making all accompanying documents available as may necessary for the official handling or customs. Supplier shall indemnify Tikomet against costs, penalties or damages incurred due to noncompliance.

An over-delivery, early delivery or shortfall in delivery is not permitted without Tikomet's written consent.

9. Invoice and Payment

Payment shall be made only against supplier's original invoice. The invoice must contain the purchase order number, sales confirmation number, place of delivery, full article/object designation, quantities as well as the VAT no. (with import from the EU) and all other data required by applicable law. In the event of exemption from taxes or customs duties reference shall be made thereto in the invoice. If some of the required documents are missing (e.g. analysis values, weight lists, B/L, etc.) Tikomet may make a withholding until documents have been received.

Unless expressly agreed otherwise in the purchase order, the payment term for invoices will be thirty (30) business days after delivery, receipt of the invoice and acceptance of goods or services by Tikomet. In case an early delivery is accepted, Tikomet may pay the invoice(s) according to the original delivery dates.

Payments shall be deemed to be remitted on the date when Tikomet transfers funds from its account to supplier.

10. Warranty

The supplier warrants that all delivered goods, services and/or deliverables (i) shall be of good quality, workmanship and free from defects, (ii) shall conform to the specifications and qualities as per contract, (iii) shall be suitable for use and fit for their intended purposes, (iv) are free of hazardous or radioactive materials or any contaminants which are harmful for the operations of Tikomet or which violate applicable laws and regulations, and (v) are free of any claim or encumbrance of any third party.

Tikomet will inform the supplier of any defects, as soon as these have been reasonably determined; in this respect the supplier waives any plea for a late notification of defects.

Upon receiving the findings of Tikomet's inspection, the supplier must object within two (2) business days, otherwise Tikomet may process the goods. Unless agreed otherwise, supplier shall bear all costs of a third party analysis or ombudsman.

In case Tikomet identified a defect or deficiency, if supplier fails to comply with Tikomet's demand to perform or to remedy (i.e., repair, replace or re-perform), even if the



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period is deemed short by supplier, Tikomet is entitled to withdraw from the contract or may remedy the defect or have it remedied and charge the costs to supplier. The foregoing does not affect any existing statutory right of withdrawal or other remedies as may be available to Tikomet in case of breach, including claims for direct or indirect damages.

11. Compliance with Laws and Code of Conduct

The supplier shall comply with all laws and regulations applicable to its performance under the contract, including but not limited to laws and regulations regarding fighting corruption, antitrust and competition law, environment, health and safety, fair labor practices as well as prohibiting child and forced labor. The supplier further agrees to act in accordance with the principles and expectations as set forth in the Plansee Group Code of Conduct (http://www.plansee.com/code-of-conduct/EN.pdf) and Supplier Policy (www.plansee.com/supplier-policy) and will cooperate with reasonable requests to verify compliance from Tikomet or its customers.

Supplier warrants that it complies with 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), that all goods will be provided in compliance with applicable RoHS and WEEE regulations, and that appropriate inquiries have been made among its suppliers and subcontractors to confirm compliance with RoHS and WEEE.

Further, in the case of scrap or other goods that may be considered waste under all applicable law(s), supplier warrants that all such shipments contain only materials 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), and supplier agrees to furnish information to accompany such shipment(s) in accordance with Article 18 of Regulation (EC) No 1013/2006 on shipments of waste. Supplier and Tikomet agree that, as soon as a shipment starts, supplier 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 supplier is not in a position to complete the shipment or recovery.

In the case of delivery of goods containing tungsten, tantalum/niobium, tin, or gold, the supplier represents and warrants that such materials have not been sourced from conflict regions or high-risk areas, or in the case of scrap that such goods are recycled metals (reclaimed end-user or post-consumer products).

Supplier will reimburse and indemnify Tikomet for any costs, expenses, fines or penalties that it incurs if supplier fails to comply with the obligations set forth in this Section 10 (Compliance with Laws and Code of Conduct) or breaches the warranties in Section 9 (Warranty), including without limitation, costs for arranging return transport and disposal or special measures ordered by the 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 the contract without notice in case of any violation or breach of the foregoing.

12. Assignment, Set Offs

The supplier is not entitled to assign, delegate, transfer or subcontract any rights or obligations under the contract, in whole or in part, to third parties without Tikomet's prior written consent. Where Tikomet has granted such consent, supplier shall remain liable for the performance of such third parties as for its own performance. Tikomet may, at any time, assign its rights or obligations, in whole or in part, to an affiliate in the Plansee Group with notice to supplier.

Tikomet is entitled to set off (i) any charges, damages or other claims, including interest, from payments due to supplier, or (ii) in the event that goods are rejected as defective or deficient, from such goods received by Tikomet from the supplier.

13. Right to refuse performance and right of retention

The supplier may only assert a right of retention with respect to counterclaims directly arising under this contract. The supplier may only refuse performance based on claims which are uncontested or have been held to be final and absolute by the competent arbitration tribunal.

14. Confidentiality

The supplier shall keep confidential any non-public information and data (e.g., business and technical information, specifications and operational data) of which it



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becomes aware as a result of the business relationship with Tikomet, and not disclose it to third parties or use for any other purpose without Tikomet's express written consent.

15. Severability

Should any section or provision of this contract be found or adjudged to be invalid, illegal or unenforceable, such finding or adjudication shall have no effect upon the validity, legality and enforceability of the remainder, which shall continue in full force and effect unless to do so would vitiate the intended contract as a whole, and the parties hereto shall use their reasonable efforts to promptly replace such section, provision or part with a reasonable new provision or provisions which, as far as legally possible, shall approximate the purpose and intent of the original provision.

16. Applicable Law

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

17. Dispute Resolution

Any dispute or claim arising out of or in connection with this contract, or the breach, termination or validity thereof, shall be finally settled by arbitration under the Arbitration Rules of the Finland Central 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 collection of receivables against Supplier in any other court of competent jurisdiction and Supplier hereby irrevocably submits to the jurisdiction of such court(s).