

GENERAL TERMS AND CONDITIONS RBM**B. GENERAL TERMS AND CONDITIONS OF PURCHASE RBM****1 General:**

a. The GTCP shall apply to all negotiations, (requests for) offers, agreements, Orders and/or Contracts, whether orally or in writing, between the Client/Supplier and RBM. These GTCP shall be an integrated part of all agreements and/or Contracts between the Supplier/Client and RBM and shall apply to all (other legal) acts between them.

b. The terms 'Supplier' or 'Suppliers' as stated in these GTCP are considered to be any natural person or legal entity that has concluded, or wishes to conclude, an agreement for the supply of goods, an Order and/or a Contract with RBM, including its representative(s), authorized representative(s), successor(s) in title and heirs.

c. The term 'Order' as stated in these GTCP shall mean an (irrevocable) offer by a Supplier to RBM to come to an(y) agreement with RBM, and does therefore not (yet) constitute a binding agreement with RBM but is considered an agreement under the condition precedent (opschortende voorwaarde) of final written (e-mail) approval by RBM and is therefore subject to contract (see hereafter 'Contract') and the Order shall therefore form a Contract upon said approval by RBM.

d. The term 'Contract' as stated in these GTCP shall mean the explicit written approval by RBM of an Order, that shall constitute a full and legally binding contract between the parties. The specifics of the agreement contemplated in the Order shall be confirmed in the Contract.

e. These GTCP are filed with the Dutch Chamber of Commerce under number 08104915, can be consulted, saved or printed from [www.reukema.com] or [www.reukemadirect.com] and are also sent free of charge at a Supplier's request.

f. The parties shall, for a specific transaction or agreement, be free to deviate (partly) from these GTCP in written agreement and shall only be applicable for the relevant (deviating) condition and all other terms and conditions shall remain in full force.

g. Any general conditions (of sale) used by the Supplier are explicitly rejected by RBM.

2 Conclusion/alteration

a. All prices, whether or not based on a specific price request by the Supplier, are for information purposes only and reflect indicative market prices.

b. Until an Order is approved by RBM as Contract, RBM is under no obligation whatsoever to purchase any goods from the Supplier. However an Order cannot be annulled, revoked or rescinded by the Supplier and is considered a legally binding offer by the Supplier to come to an agreement (Contract) with RBM.

c. RBM may at its sole discretion specify minimum quantities of goods per Order in the cases it deems appropriate, e.g. dependent on the applicable INCOTERMS. The Contract shall show the relevant information, such as prices, minimum quantities, eligible INCOTERMS et cetera.

d. The date and time of performance of any obligation of the Supplier as stated in the Contract, are strict deadlines as stated in Article 6:83 (a) Dutch Civil Code, and therefore non-compliance will result in immediate default of the Supplier.

e. For determining the specifics and/or terms and conditions of Orders and/or Contracts the parties consider the records of RBM as full and final proof thereof; this is an agreement of proof.

f. Notwithstanding the foregoing RBM shall be entitled to alter (a) Contract(s) until, at the latest, the time that the Supplier has indicated to RBM a time for delivery. In the event of alterations RBM shall

be obliged towards the Supplier to use a reasonable extension of the time of delivery (in respect of the original time of delivery).

3 Prices and payment

- a. Unless explicitly agreed otherwise, agreed prices are in Euros, excluding VAT. After the Contract has been concluded, prices can no longer be altered by the Supplier.
- b. RBM shall only be obliged to pay the goods supplied within 30 days after delivery and approved (the quality of) the goods at its location and all corresponding documentation (such as weighing and inspection certificates etc.) from the Supplier is received.
- c. If the Supplier delivers more goods than agreed, RBM shall be entitled to pay the additional costs at the agreed price per weight or at the current price applicable to the weight, this at RBM's sole discretion.
- d. RBM shall be entitled to suspend its payment obligation towards the Supplier as long as the goods supplied have not been approved by it, or in the event that RBM, prior to the delivery, has objected to the manner in which the Supplier has indicated to fulfil his obligation to deliver.
- e. RBM shall be entitled to set-off the amounts invoiced by the Supplier with all the then outstanding claims, on any account whatsoever, of RBM on the Supplier. The Supplier, however, is under no circumstance entitled to set-off or postpone any of its obligations towards RBM.
- f. If RBM makes a payment(s) to the Supplier it shall neither implicitly nor explicitly be deemed to recognize the soundness of the goods supplied underlying these invoices or to waive in this manner any right to proper performance of the Contract and such a payment does not release the Supplier from any (possible) liability towards RBM in respect of the goods supplied to RBM.
- g. Payment by RBM shall be effected on the basis of the relevant invoices and shall release RBM of its payment obligation resulting from the present Contract. Payments of RBM can consequently not be considered as any payment or recognition of any other alleged claim on RBM by the Supplier.

4 Weights

Unless an agreed INCOTERM dictates another place for weighing and delivery, the weight data of RBM's own weighbridge shall be binding for the parties and parties consider the records of RBM as full and final proof thereof; this is an agreement of proof.

5 Delivery

- a. Delivery of all goods by the Supplier will be done in accordance with the contents and meaning of the relevant and agreed ICC INCOTERM (as stated in the Contract).
- b. Delivery shall be effected in accordance with the instructions given by RBM at the place and time or places and times that are mentioned in the order or agreement or at the place and time or places and times that (after conclusion of the agreement) have been communicated in writing by RBM to the Supplier.
- c. Notwithstanding article 8 (Risk and transfer of ownership), the goods shall remain at the expense and risk of the Supplier until the time of delivery as referred to in the applicable INCOTERM. If not otherwise agreed, the Supplier shall be obliged to provide for transport of the goods and within that framework shall always be obliged to provide the soundness of all documents stipulated by the authorities, whether or not in connection with transit, cross-border commerce and or environmental regulations. At the time of delivery (or at any rate in good time) the Supplier shall be obliged to make all documents relating to the transport available to RBM.
- d. If the Supplier does not fulfil his delivery obligations in time and pursuant to the provisions stipulated above under (c), then RBM shall be entitled to claim its damages suffered as a result thereof. Moreover, RBM is in case of a default of delivery by the Supplier entitled to an immediately due penalty

of EUR 1.000,-- (one thousand Euros) per day this default is not remedied to the extend agreed in the Contract.

e. The Supplier is obligated to immediately inform RBM in writing as soon as circumstances occur or are foreseeable as a result whereof the Supplier is unable to fulfil its obligations under Contract. However, this information by the Supplier is without prejudice to any of RBM's rights to claim timely and proper performance of the Contract and/or damages as a result of non-performance or does not constitute a waiver by RBM of any of such rights.

6 Quality and inspection

a. Inspection, examination and/or sampling of the qualitative or environmental (hygienic) aspects of the goods supplied in the manner customary in the line of business by a person or inspection agency appointed for this purpose by RBM may be effected on demand or indication of RBM both prior to, during or after the delivery. For this purpose the Supplier shall grant RBM access to the locations where the goods are being produced, have been stored or delivered and shall grant (if required) every assistance to the inspections, examinations or samplings desired by RBM, free of charge. The Supplier shall be obliged to provide the necessary documentation and information for this purpose to RBM at his own expense.

b. The exercise or non-exercise of RBM's rights under clause (a) above shall neither dismiss the Supplier from its obligation to perform under (a) Contract nor does the exercise of these rights followed by a first approval exclude RBM's rights to later reject the goods supplied in case of their non-conformity. All entitlements to (possible) claims of RBM towards the Supplier as a result of non-conformity of or defects to goods supplied shall always remain reserved and in full force until the Supplier has met all contractual obligations.

c. In the event that RBM rejects the goods supplied pursuant to its rights under clause (a) above, RBM shall inform the Supplier of this rejection and shall - at the same time - propose the Supplier to either (a) settle the (fixed) damages as a result of this rejection, or (b) opt for re-delivery of the Contracted goods. If the Supplier does not accept the settlement proposal (a) as soon as possible but in any case within a term of twenty-four (24) hours after receiving said proposal, the Parties are of the understanding that the settlement proposal is rejected by the Supplier and that the Supplier opts for re-delivery of the Contracted goods (b). In the event the Supplier opts for re-delivery, the rejected goods shall be reclaimed and transported from the location of RBM by the Supplier, at his own risk and account, within 24 hrs. after the rejection by RBM. In the event the rejected goods are not removed from RBM's location within the aforementioned term, RBM is – at its own discretion – entitled to transport and/or store the rejected goods for the risk and account of the Supplier.

d. In case the Supplier fails to timely or entirely (in quantity) deliver the goods as stated in the Contract, RBM shall, as soon as possible but no later than 7 days after such non-conformity takes place give the Supplier a reasonable time (but within 7 days at the latest) to remedy this non-conformity. All the expenses and possible damage as of a non-conform delivery shall born by the Supplier. If the Supplier has not proceeded remedy within the term stipulated by RBM, this shall constitute immediate default of the Supplier. In that case RBM shall be entitled at its own discretion to claim to substitute damages from the Supplier, order re-supply or replacement of similar materials for account of the Supplier and/or to cancel the Contract in full or in part and claim full cancellation (subsequent and collateral) damages from the Supplier; in case of cancellation of a Contract, RBM's damages incurred are at least equal to the market-to-market value of the same amount and type of materials as cancelled under Contract in accordance with the London Metal Exchange (LME) rate per the date of said cancellation.

e. If on the basis of repeated rejection (for whatever reason and whether or not after re-supply or replacement or in the event of several deliveries from the same Supplier), where parties understand such repetition to be at least three (3) rejections within a period of six (6) months, RBM doubts that the Supplier cannot meet the delivery and quality requirements stipulated by RBM, RBM shall be entitled to cancel all the Contracts existing with that Supplier immediately and without further prior notice, such without RBM being liable for any damages suffered by the Supplier as a result of said cancellation, but without (any) limitation of RMB's rights under clause (c) above.

f. Goods supplied shall be examined administratively and visually by RBM on delivery.

g. If through inspection of the goods supplied pursuant to the matters referred to under clause (a) or (e) above it is evident to RBM that the goods are contaminated with any of the materials below, RBM is entitled to reject the goods supplied in accordance with clause (c) above, but without having to state any reasons for that rejection. This - by way of example but not limited thereto - concerns the following contaminations:

- asbestos-containing material
- radioactive material
- explosive or (lightly) flammable material
- inflammable material
- oil and or processing emulsion-containing material
- gas-containing material
- mercury-containing material
- liquid-containing material
- material harmful to public health
- non-(desirable) metal elements and undesired attachments such as soil, sand and the like

h. The Supplier is obligated to supply the followings goods leak-proof to RBM: turnings, cuttings, shavings, grindings, filings and waste from pounding or punching.

i. Without prejudice to its rights to claim (full) damages and compensation, RBM shall be entitled to recover from the Supplier all the costs incurred with sampling, sorting, removal and standstill in the event of rejected supplies.

j. In order to be able to determine the qualitative and commercial value of the goods supplied, RBM shall be entitled to take so-called spectra analyses of the goods supplied. The commercial value of the goods supplied shall be determined between the parties on the basis of the results of these analyses.

7 Warranty

The Supplier warrants and represents to RBM that:

- a. the goods supplied are in full agreement with the measures, weights, quantities and specifications stated in the Contract;
- b. the goods supplied do not contain any contaminations mentioned in article 6 under (f);
- c. transport, delivery and storage of the goods supplied and the goods themselves comply with all regulatory provisions, im- and export regulations and all further applicable legislation and regulations whatsoever of the country these goods are situated in (from time to time) as stated by (higher and lower) government authorities; and
- d. the goods supplied are free of any third party rights, liens, encumbrances, etc.

8 Risk and transfer of ownership

- a. Save for the applicable INCOTERM as agreed in the Contract, the goods supplied shall in any event become the full and unencumbered property of RBM upon their explicit or tacit (whether or not by approval) acceptance by RBM.
- b. Save for the applicable INCOTERM as agreed in the Contract, the goods shall remain at the expense and risk of the Supplier until the time of their explicit approval by RBM.

9 Transport

- a. Notwithstanding the INCOTERM as set in the Contract, the goods must be transported or marked in accordance with the prescriptions of RBM, so that the goods will reach the place of destination in a good condition during normal transport.
- b. The Supplier must have the transport accompanied by all the required transport documents (whether or not stipulated by the authorities) and shall be obliged to insure the goods to be transported

properly - if necessary - and to keep them insured until the time of actual delivery as indicated in article 4 under (b).

10 Liability

a. The Supplier shall be fully liable for all material damage and/or immaterial (consequential) damage suffered by RBM or by third parties on account of the fact that they do not comply with (one or more of) the guarantees mentioned in article 6. Said liability on the part of the Supplier shall furthermore be applicable to all said damage suffered by RBM or third parties as a result of deliberate actions or gross negligence causing damage or failure to act on the part of the Supplier, his personnel and/or third parties engaged by him for the performance of the agreement.

b. The Supplier shall indemnify RBM for every liability in respect of third parties including - but not limited to - buyers and employees of RBM, as a result of damage for which the Supplier pursuant to the provisions above under (a) is liable in respect of RBM.

c. The Supplier shall have to insure himself adequately against the liability as referred to in this article and shall give RBM on demand, free of charge, inspection of or a copy of the relevant insurance policy.

d. In the event that RBM, at its discretion, shall be compelled to take measures for the prevention of (further) damage as referred to in the above-mentioned articles, the Supplier shall be liable for all the costs incurred and damage suffered in connection with these measures.

11 Force Majeure

a. Force majeure shall exist if a default cannot be attributed to the Supplier in accordance with Article 6:75 of the Dutch Civil Code.

b. Should the force majeure situation last for more than 3 months, the parties shall each be entitled to cancel the relevant Contract (or agreement) by means of a written statement. In the event of (cancellation as a result of) force majeure on the part of the Supplier, the Supplier shall not be entitled to any form of compensation, for whatever reason or ground, and without prejudice to RBM's rights to claim full damages suffered due to this event.

c. The Supplier shall inform RBM as soon as possible, but at the latest within 2 days after a force majeure situation as referred to under (a) actually occurs.

12 Cancellation

a. If the Supplier is in default of its performance under Contract, RBM is, always at its own discretion, entitled to cancel the Contract by means of a written statement. Default by the Supplier shall be present in the event that the Supplier has not proceeded to (re)supply within a (reasonable) time indicated by RBM.

b. In the event the Supplier involuntarily loses disposal, authority and/or entitlement (whole or in part) of its assets, by means of – but not limited thereto – (a request for initiating) an insolvency procedure (bankruptcy or suspension of payment), attachments, liens, encumbrances, etc. RBM shall be entitled to cancel any agreement with the Supplier by means of a written statement. All claims of RBM on the Supplier shall be effective immediately, whereby RBM shall always be entitled to set off its claims with any amounts invoiced by, due (payable) to or alleged to be due to the Supplier. The Supplier is obligated to immediately inform RBM in writing of any circumstances that result in the situation described in this clause (b).

13 No Transfer

Without written approval from RBM the Supplier shall neither be entitled to transfer its rights and obligations from any agreement with RBM a third party, nor is the Supplier entitled to encumber (or otherwise limit) these rights for the benefit of a third party. Furthermore, the susceptibility to transfer, waive or abridge title and ownership rights of (all) of Supplier's claims on RBM is excluded under Article 3:83 paragraph 2 jo. 3:98 Dutch Civil Code.

14 Applicable law and dispute resolution (choice of forum)

a. These general terms and conditions, the relation between the parties and any and all negotiations, agreements, Orders and/or Contracts as a result thereof are governed by Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

b. All disputes between RBM and the Client and/or Supplier shall, with exclusion of all other venue, be exclusively submitted to the competent jurisdiction of the District Court of Gelderland (the Netherlands).