

AURUBIS RICHMOND LLC TERMS AND CONDITIONS FOR PURCHASE CONTRACTS (METALS)

1. Scope

- a) These Terms and Conditions (these Terms) are valid for any metals purchase contract entered into between Aurubis Richmond LLC or any of its affiliates (hereinafter Aurubis) and Seller (the Contract) and purchase order or other documentation (an Order) issued by Aurubis to the recipient of an Order (hereinafter Seller) for the purchase of raw materials (hereinafter Material or Materials). These Terms, together with the terms of any Contract signed by Aurubis and Seller apply exclusively to each Order. Any additional or different terms proposed by Seller, whether in Seller's quotation, acknowledgement, invoice or otherwise, are unacceptable to Aurubis, are expressly rejected by Aurubis, and will not become part of the Order or any Contract. Aurubis does not accept alternative terms of Seller, even if the terms have not been expressly contradicted or a delivery has been accepted, unless Aurubis has expressly acknowledged the validity of such alternative terms in writing. These Terms also apply to all future Orders, contracts and deliveries from Seller, even if the validity of these Terms has not been expressly agreed with Seller. Seller accepts these Terms and forms a contract by doing any of the following: (a) commencing any work under the Order; (b) accepting the Order in writing or signing the Contract; or (c) any other conduct that recognizes the existence of a contract with respect to the subject matter of the Order.
- b) Each Order is limited and conditional upon Seller's acceptance of these Terms exclusively, together with the applicable Contract. In case of deviation between these Terms and the Contract or any Order, the provisions of the Contract and Order shall prevail.
- c) Additionally, the Aurubis Business Partner Code of Conduct and the Terms of Service / Terms of Delivery (available for download at www.aurubis.com/en/downloads) are valid and incorporated into the Contract and each Order, and Seller accepts the same as legally binding for its own performance.

2. Confirmation of Contract

The Contract of Aurubis and each Order are binding, even if Seller does not countersign the Contract or Order. For documentary and regulatory purposes Seller shall return a signed Contract or Order acknowledgement to Aurubis within 14 days after receipt of the Contract or Order.

3. Customs Clearance

Seller shall carry out export customs clearance by using the appropriate customs tariff number according to applicable national laws and regulations. The following documents are required to carry out the import customs clearance in the United States:

- Invoice
- Transport documents (e.g. Bill of Lading)

- ANNEX VII (if applicable)
- Packing list
- Certificate of preferential origin (if applicable)
- Others (if applicable)

4. Declaration of Dangerous Goods and Hazardous Material

Seller is in compliance with and shall comply with all applicable laws, rules, regulations, orders and ordinances. Without limiting the foregoing, Seller agrees that:

- a) All Materials supplied to Aurubis shall satisfy current governmental and safety laws and regulations on restricted, toxic or hazardous materials, as well as environmental, electrical or electromagnetic considerations applicable to the country of manufacture or sale. If such Materials contain any restricted, toxic or hazardous substances, Seller shall provide a certification to Aurubis that such Materials comply with all applicable governmental and safety regulations.
- b) In addition to and not in limitation of subsection (a) above and Section 5 below, Seller represents and warrants to Aurubis that it shall not tender to Aurubis any material that is subject to regulation as toxic or hazardous waste under the federal Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §§ 6901 et seq., applicable state RCRA programs, or any applicable federal, state, or local laws, regulations, decisions and requirements including but not limited to mercury, chlorinated solvent PCB's, waste or cuffing oils, antifreeze or coolant, radioactive material, or any corrosive, explosive, flammable, poisonous, toxin, or other substance that would render the Material unsafe for handling or unfit for re-melting purposes (Hazardous Waste). In the event of a breach of said warranties and representations, Seller shall retain title to such Hazardous Waste. Seller certifies that the Material (including without limitation any residue or other material that may comprise the residue) is exempt from regulation as, and is not, Hazardous Waste. Any non-detect of radiation by Aurubis radiation detectors does not waive the Seller's warranty that the Material is free of radiation. Seller remains responsible for any Material that has been detected for radiation at any time including after delivery to Aurubis.
- c) Dangerous goods and hazardous Material: Dangerous goods and hazardous Materials must be correctly classified, documented, packed and labeled in accordance with GHS/CLP and ADR/ IMDG, etc. The corresponding documents shall be presented by Seller upon delivery. Seller shall be liable for all costs resulting from incorrectly declaring dangerous goods and hazardous Material.
- d) If requested by Aurubis or provided for in the Contract Order, at least five (5) days prior to shipment of Materials,

Seller shall deliver an analysis report of the Material, in the form designated by Aurubis.

5. Radioactivity and harmful components / impurities

- a) Seller declares and guarantees that the Material is not radioactive.
- b) If not otherwise agreed in writing by Aurubis, Seller represents, warrants and guarantees to Aurubis that the Material is free of harmful components and impurities such as oil, chlorine, arsenic, bismuth, beryllium, cadmium, antimony, mercury, asbestos, etc., as well as free of other toxic substances.
- c) Seller also represents, warrants and guarantees that any delivered Materials from upstream suppliers are free from the above-mentioned components and impurities.
- d) If radioactivity or harmful components or impurities are found, Aurubis reserves the right to reject the delivery and/or to deny entry to the receiving site or to store the Materials on its grounds, unless Aurubis is legally required to destroy, remove or otherwise process the Materials. After notification of non-conformance, Seller has a period of five (5) working days to retrieve the non-conformant Materials. After this period has elapsed, Aurubis cannot guarantee for a separate storage of the delivered Material.
- e) If radioactivity or harmful components or impurities are found, Seller shall compensate all corresponding costs and damages and indemnify Aurubis against all third party claims.

6. Notification / Documentation

- a) Seller shall ensure that contract and reference numbers shall always be noted on all corresponding documents. A detailed packing list is mandatory.
- b) If requested by Aurubis, Seller shall deliver the Safety Data Sheet has to Aurubis before any delivery of Material.
- c) Upon delivery of Materials, Seller must deliver to Aurubis all documents that are required under applicable law or as otherwise stipulated in the applicable Contract or Order.
- d) Aurubis reserves the right to reject deliveries for which the documents are missing, insufficient and/or incorrect or notification details do not match the driver's name and/or license plates.
- e) Advanced shipping notice:
 - (1) Truck deliveries to receiving plant: Seller shall request a time slot for a delivery of Material at the receiving plant in advance of delivery. Aurubis will provide a delivery date upon which the Materials are to be delivered. Aurubis reserves the right to reject deliveries without a confirmed time slot.
 - (2) Sea deliveries: Seller shall inform Aurubis of the vessel's departure and the estimated date of arrival at the corresponding port immediately and no later than the next working day after departure of the vessel. Within five (5) working days after the vessel's departure, Seller shall forward to Aurubis all corresponding documents. If the shipping time is less than ten (10) days, Seller shall forward

to Aurubis all the documents required under the Contract or Order no later one day after the vessel's departure.

- f) For any delivery which requires sampling activities other than agreed in the Contract, Seller must announce these requests at the moment of notification of shipment of the Material. Aurubis reserves the right of perform sampling activities if the above mentioned requests have not been stated in due time.

7. Transport, Packaging, Load Securing and Unloading

- a) Unless otherwise agreed, Seller shall load one quality of Material per truck or container only. If several qualities on one truck or container have been agreed upon by Aurubis, Seller shall ensure that the different qualities are clearly marked, separated and can be precisely identified based on the packing list and can be unloaded separately.
- b) Any unclear identification or incorrect loading of parcels will result in a halt of unloading (goods receipt process) and cause waiting times for the carrier or a refusal of the delivery. Aurubis shall not be held liable for any expenses caused by unclear identification or incorrect loading of parcels. In the case of unclear identification or incorrect loading of parcels, Aurubis reserves the right to charge an additional handling fee.
- c) Material must be packed as agreed in the Contract or otherwise directed by Aurubis and in accordance with applicable law. Aurubis does not accept plastic packages of any kind, including plastic pallets, drums or boxes if not expressly agreed in advance. Seller warrants that for international shipments, any applicable wood packing materials comply with the ISPM15 regulation (IPPC Standard). In addition to any other requirements imposed on Seller by applicable law, Seller shall conform to requirements of the applicable carriers. Aurubis reserves the right to charge Seller for any costs/fines resulting from a deviation of the contractually agreed packaging, together with any costs, fines or expenses that arise, e.g. due to additional efforts required for unloading, sorting or due to overloading. In particular, this applies if different Materials are not properly separated upon delivery.
- d) The Material shall be stowed inside the truck or container in a traffic safe manner in accordance with applicable law and in a manner consistent with good and reputable industry standards and in a manner that safeguards workers' protection. All deliveries of Material that are done in open containers, tippers, trailers or wagons must be covered by a tarpaulin.
- e) Seller shall cause all Materials to be delivered in dry van trailers, dump trailers and 20 or 40-foot containers.
- f) Seller shall arrange with the respective shipping company 14 days free detention/demurrage "combined" and 14 days free storage at the port of destination. Seller shall confirm to Aurubis in writing the agreement with the shipping company.

- g) Seller warrants that any vessel used for shipment of the cargo under this Contract shall comply with the requirements of the ISPS Code relating to the vessel.
- h) Seller shall assure the issuance of an Electronic Bill of Lading (Sea Waybill / Express Bill of Lading) whenever possible.
- i) Seller shall comply with the current terms of delivery of Aurubis.
- j) Aurubis shall not be responsible for charges of any kind, including, but not limited to, taxes of any nature, crating, boxing, storing, packing, returnable containers, loading, unloading, insurance, or transportation unless specifically agreed upon by Aurubis and separately itemized on the applicable invoice.

8. Place and Period of Delivery / Delayed Delivery

- a) If not otherwise agreed, the delivery shall be made to the delivery address specified in the Order at the delivery times provided.
- b) Time is of the essence with respect to any delivery or performance dates provided for in the Order. Delays – including partial deliveries – must be reported to Aurubis immediately, stating the reasons and anticipated length of the delay, although such a notice does not restrict the legal rights of Aurubis arising from the delayed delivery.
- c) If Seller does not deliver the Materials within the specified delivery period, Aurubis, in addition to all other rights it may have under applicable law and Section 12(e) of these Terms, shall have the right to terminate the Order for material breach effective upon notice to Seller and at the expense of Seller, without infringing on the right of Aurubis to compensation for damages, including but not limited to unwinding and shifting of LME price fixations. If Aurubis extends a delivery period to Seller, such extension does not affect the rights of Aurubis if Seller does not deliver the Materials within the extended period.

9. Taxes and Duties / Price

- a) Unless otherwise specified in the Order, the price includes all costs for packaging, transportation, customs, duties, tariffs, fees and sales, use and other applicable taxes. No surcharge or increase in the price is effective, whether due to increased material, labor or transportation costs, change of law or otherwise, without the prior written consent of Aurubis.
- b) Aurubis reserves the right to send back invoices that are inaccurate or not in accordance with these Terms or applicable law.
- c) If there are any significant changes of the reference prices (e.g. CME, LME, LBMA or LPPM), referring contract structures and/or their application, or significant changes regarding the conversion of currencies, Aurubis will determine a new reference which comes as close as possible in an economic and legal sense to the original intention of the parties.

- d) Price fixings cannot be accepted on national, regional and exchange holidays.

10. Insurance

If contractually agreed, and in the case of CIF deliveries, Seller shall, at its own expense and to the benefit of Aurubis, insure all risks of transport until arrival at the agreed point of destination, including the risks of war, strikes, riots and civil commotion, in the amount of 110 % for the provisional Material value and subject to subsequent adjustment of the final Material value, with insurers with excellent ratings. The insurance services shall be provided without any deductions. The corresponding insurance certificate shall be sent to Aurubis before arrival of the vessel.

11. Transfer of Risk and Ownership

- a) The transfer of risk is covered by the respective Incoterms (2020). If not agreed otherwise, the risk is transferred to Aurubis upon acceptance of the ordered Materials at the receiving plant. This also applies in cases in which Aurubis bears the transport costs or takes out transport insurance.
- b) Seller is aware that the Material is mixed with and bound to other materials. Seller’s right of ownership of the delivered Material expires at the latest upon acceptance of the ordered Materials at the receiving plant. Aurubis reserves the right to reject the transfer of title if Seller has delivered outside of the agreed delivery period.

12. Volumes / Quality / Changes / Termination

- a) If not otherwise agreed, excess, reduced or partial deliveries are not permitted.
- b) Seller shall supply the Material strictly in accordance with the contractual specifications of the Contract and/or Order.
- c) Aurubis may, at any time upon a written notice signed by an authorized Aurubis representative (Change Notice), make changes to the Order related to delivery date or location. If any such Change Notice affects the delivery time or Seller’s cost of performance, an equitable adjustment shall be made in the delivery schedule or the price or both. Any claim by Seller for adjustment under this clause shall be deemed waived unless made in writing to Aurubis within ten (10) days from receipt by Seller of the Change Notice.
- d) **Termination For Convenience.**
 - (1) Aurubis may, at any time and upon written notice, terminate an Order in whole or in part regardless of whether Seller is in default hereunder. Such written notice shall state the extent and the effective date of termination. Upon receipt of such notice, Seller shall take all necessary steps to mitigate any losses Seller might incur on account of such termination. Upon such termination, Aurubis’ obligation to Seller shall be limited solely to payment for (a) Materials already shipped to Aurubis; (b) the actual costs incurred by Seller that are properly allocable under recognized commercial accounting practices to the terminated portion of the Order, including Seller’s obligations to subcontractors that are also so allocable, but excluding (i)

any charge for anything of any nature that may be diverted to other orders or customers and (ii) materials that Seller could not return, reuse or sell at an invoice price equal to Seller's cost; and (c) a reasonable profit on the work performed by Seller before receipt of the termination notice. The total payments Aurubis is obligated to make hereunder shall not exceed the price of Materials to which termination applies. Seller shall comply with Aurubis' instructions concerning cancelled Materials Seller already has prepared for shipment to Aurubis. Upon payment of Seller's invoice for cancelled Materials and upon written request of Aurubis, Seller will ship all Materials that are the subject of that invoice to Aurubis.

- (2) Aurubis shall not be responsible to pay for Materials under this Section 12(d) if such Materials were procured by Seller unnecessarily in advance or in excess of Aurubis' delivery schedule.
- (3) Termination by Aurubis hereunder shall be without prejudice to any claims Aurubis may have against Seller. The payment provided under this Section 12(d) shall constitute Aurubis sole liability in the event an Order is terminated as provided herein. The foregoing shall not apply to any termination by Aurubis on account of Seller's default or under any of the provisions in the "Termination For Default" clause.
- e) **Termination for Default.** Each of the following events shall constitute a default by Seller for purposes of this Section (i) the insolvency of Seller; (ii) any assignment for the benefit of creditors of Seller, (iii) the voluntary or involuntary filing of a petition order or other decree in bankruptcy by or against Seller; (iv) the commencement of any proceeding, under court supervision or otherwise, for liquidation of, reorganization of, or the composition, extension, arrangement or readjustment of the obligations of Seller; (v) failure by Seller to comply with Aurubis' reasonable instructions and Change Notices; (vi) failure by Seller to comply with any of the provisions of the Order; (vii) failure of the Materials covered by the Order to conform to Seller's warranties, contained herein or other warranties made by Seller; (viii) failure of Seller to make deliveries as scheduled; and (ix) proof that any representations by Seller were false when made. Aurubis shall have the right to terminate in whole or in part an Order forthwith upon notice to Seller in the event of any default by Seller. Termination shall become effective ten (10) days after receipt of such notice by Seller unless during that period of ten (10) days, Seller has cured the default. In the event of any such termination Aurubis, in addition to other rights it may have under applicable law or other terms of the Order, shall have the right (A) to refuse to accept further delivery of Materials, (B) to return to Seller at Seller's expense any Materials already delivered, and to recover all payments made therefor and all expenses incident thereto, and (C) to recover any advance payments to Seller for undelivered, unperformed or returned Materials. Aurubis' right to return

Materials is not affected by any assignment by Seller of moneys due or to become due hereunder.

13. Weighing, Estimation, Sampling, Moisture

Aurubis shall determine upon receipt of Material if value determination of the Material shall be done either by estimation or sampling. The weighing, estimation or sampling and moisture determination will be performed in a manner that is customary in the industry at the receiving Aurubis plant and will be solely decisive for the final settlement. In case the shipment is divided into lots for sampling, each lot will form a separate and complete delivery for all purposes of the Contact.

a) Estimation

- (1) On completion of the estimation Aurubis will send Seller a written or email notification about the estimation results (the Estimation Notification). Should Seller disagree with the estimation results contained in the Estimation Notification, Seller will notify Aurubis of such disagreement by a written or email notification (the Disagreement Notification) within two (2) working days following the day Seller received the Estimation Notification. The Disagreement Notification must include Seller's estimate.
- (2) Should Seller not make a Disagreement Notification or fail to comply with the second and the third sentence of subsection (1) above, then Aurubis is entitled to process the corresponding Material forthwith, and Aurubis' estimation results are solely decisive for the settlement.
- (3) If Seller makes its Disagreement Notification in a timely manner, then Seller may elect, by written or email notification to Aurubis (the Election Notification), to (a) collect the corresponding Material at Seller's risk, cost and expense within two (2) working days following the date of the Election Notification; (b) request Aurubis to perform a sampling in trust; or (c) request a sampling in accordance with Section 13b). below. The cost of sampling in trust or sampling (as the case may be) and analyses shall be borne by the party whose estimate was further from the final governing result.
- (4) Seller must communicate its Election Notification to Aurubis within five (5) working days following the date Seller received the Estimation Notification. If Seller does not make an Election Notification or fails to comply with the time limit specified in the first sentence of this subsection (4), then Aurubis is entitled to process the corresponding Material forthwith, and Aurubis' estimation results are solely decisive for the settlement.

b) Sampling

- (1) In any event, Aurubis may process Material once raw sampling is completed.
- (2) Seller has the right, at its own expense, to be represented by an authorized representative that is approved by Aurubis (not to be unreasonably withheld). Seller's representation by members, directors or employees of Seller is prohibited if

not approved by Aurubis or if Seller does not timely nominate a representative. Seller must nominate a representative to Aurubis at least five (5) working days prior to arrival of the Material.

- (3) Notwithstanding the third sentence of subsection (2) of this Section 13(b), where sampling is made due to Seller's election pursuant to subsection (3) of Section 13(a) above, Seller shall nominate its representative within three (3) working days after Aurubis has offered Seller a timeslot for the corresponding sampling.
- (4) Neither Seller's failure to nominate a representative in compliance with subsections (2) and (3) of this Section 13(b) nor such representative's full or partial absence from the sampling at the timeslot reserved therefor will prevent Aurubis from starting and performing the sampling procedure, and notwithstanding such failure or absence the results of such sampling will be solely binding and decisive for settlement. For the avoidance of doubt, also in such cases as contemplated in this subsection (4) completion of raw sampling entitles Aurubis to process the Material.
- (5) Seller shall receive two (2) samples per sampling lot free of charge. If more samples per sampling lot are required, the request shall be expressed in writing at least five (5) working days prior the arrival of the Material. Aurubis reserves the right to charge a sample fee for each additional sample requested.

c) Moisture

Aurubis will determine the moisture content of delivered Materials for both estimation and sampling. The result will be shown as weight and/or as percentage of the Material.

14. Exchange of Assays

- a) Assays shall be made independently by Seller and Aurubis and the results of such assays shall be exchanged simultaneously by mail or coded email on a date mutually agreed upon. Should the difference between Seller's and Aurubis' assays be not more than the agreed splitting limits the exact average of the two results shall be taken as the agreed assay.
- b) In the case of any greater difference or no agreement on splitting limits the sealed reference sample which is held by the receiving plant shall, at the request of either party, be referred in rotation lot by lot to independent umpire(s) as stipulated in the Contract for umpire purposes. If no independent umpire is stipulated in the Contract Aurubis will select the umpire.
- c) Should the assay of the umpire fall between the respective results of Seller and Aurubis, the mean between the umpire's result and that of the party nearer to the umpire shall be binding on both Seller and Aurubis. If the umpire assay is the exact mean of the results of Seller and Aurubis, the umpire assay shall be accepted as final. Should the assay of the umpire fall outside the respective results of Seller and Aurubis the middle assay of the three shall be final for settlement.

- d) Should the assay of the umpire coincide exactly with the result of either of the two parties, the umpire's result shall govern.
- e) The party whose assay is further from the umpire assay shall pay the umpire's charges, except when the umpire assay is the exact mean between the assays of the two parties in which case the umpire charges shall be shared equally.
- f) The umpire may not be assigned to prepare the assays of the parties.

15. Seller Warranties

- a) Seller warrants that all Materials supplied to Aurubis will: (i) strictly conform to specifications and requirements of the applicable Contract or Order; (ii) not be contaminated by any other material or in a greater degree than expressly stated in the applicable Contract or Order; (iii) be free and clear of all liens, security interests or other encumbrances; (iv) be supplied and delivered in strict compliance with all applicable laws and regulations; and (v) not infringe or misappropriate any third party's intellectual property rights. Seller further warrants that any services and work performed shall be performed in a workmanlike manner and in accordance with industry standards. All warranties survive any delivery, inspection, acceptance or payment of or for the Materials and are in addition to all warranties imposed by law. Seller agrees, at Aurubis' option and without prejudice to any other rights Aurubis may have, to remedy any defective Materials or reimburse Aurubis for its costs of remedying any defective Materials or its costs of replacing defective Materials or its cost incurred because of any delays caused by either remedying or replacing defective Materials. In addition, upon demand by Aurubis, Seller shall reimburse Aurubis for costs incurred to return defective Materials to Seller, shred defective Materials or otherwise dispose of defective Materials.
- b) All representations, warranties, certifications, indemnities, and other obligations made by Seller with respect to the Material and these Terms shall survive the termination or expiration of the Contract and each Order.

16. Indemnity

Seller shall indemnify Aurubis and its directors, officers, agents, employees and customers and hold each of them harmless from and against any and all liability, loss, injury, death, damage, cost, action, deficiency, claim, penalty, fine and expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification rights hereunder, directly or indirectly, arising by reason of or arising from the Materials purchased from Seller or from Seller's negligence, breach of warranty, willful misconduct or breach of contract by Seller.

17. Offset Rights and Assignment

- a) Seller is only entitled to offset rights and rights of retention when the counterclaims of Seller are uncontested or when the legal force of the counterclaim has already been

ascertained. Aurubis shall be entitled at all times to set-off any amount owing at any time from Seller to Aurubis against any amount payable at any time by Aurubis to Seller.

- b) Aurubis has entered into the Contract and given any Order to Seller in reliance on Seller's reputation and personal performance hereof as well as reliance on Seller's representatives and warranties regarding the Materials. Seller may not assign its rights or delegate its obligations hereunder or subcontract any portion of the performance hereunder without Aurubis' prior written consent. Any such attempted assignment, delegation or subcontracting shall be void.

18. Confidentiality

Seller shall not use or disclose, nor permit its employees, agents, or subcontractors to use or disclose, any data, drawings, specifications, or any other information furnished by or on behalf of Aurubis in connection with the Contract or any Order, including volume and pricing details, except to the extent necessary to perform hereunder. Upon completion, cancellation, or termination of the Contract or any Order, or upon the request of Aurubis, Seller shall return to Aurubis all such data, drawings, specifications or other information, including any copies thereof made by Seller. Seller agrees to keep confidential and not to disclose to others or use in any way confidential business information that Aurubis may disclose with the Contract or any Order or that Seller may be exposed to as a result of entering Aurubis property to deliver the Materials.

19. Force Majeure

In the event of force majeure such as fire, flood, breakdown, accident, war, insurrection, riot, governmental action, labor dispute, shortage of fuel, electricity, lack of freight facilities, caused by any act of God or any other cause beyond the reasonable control of Seller or Aurubis, the arrangements and obligations of the Contract are suspended completely or partially, depending on the extent of the hindrance, for the duration of the force majeure from the moment in which the affected party informs the other about the existence of force majeure in writing, including the reason for it.

In the case of force majeure at Aurubis' receiving plant, deliveries are only permitted with Aurubis' express agreement. A suspension of performance shall not have the effect of cancelling the Contract which shall again come into full force and effect immediately upon termination of the force majeure event. The Contract shall, each time, be extended for a period equal to the period of suspension corresponding with the force majeure event. Any extension of time granted to Seller pursuant hereto shall be Seller's exclusive remedy for any claim resulting from a delay caused by these occurrences.

If a case of force majeure lasts longer than three (3) months from the time it is announced, Seller has the right to rescind the Contract with respect to the volumes that were not delivered and/or accepted due to the force majeure.

Notwithstanding the foregoing provisions, should the price of the Materials for which delivery was suspended due to a force majeure event, have already been fixed, then such price shall be applied to the Material to be first delivered after the delivery thereof is resumed.

20. Entrance Control, Visiting the Plant

- a) All employees or persons commissioned by Seller who enter the Aurubis plant are obligated to observe the regulations applicable to the plant. Employees and representatives must comply with the customary entrance/exit controls, including a body search and registration of identity details if reasonable grounds exist. Seller is obligated to instruct its employees and representatives accordingly and to obtain their consent to these regulations.
- b) Visits to the plant premises may involve a risk to personal safety and occur at the sole risk of Seller or its contractors. Any visitor may only enter an Aurubis site after obtaining Aurubis' approval. Seller has the sole responsibility to provide protective measures for the benefit of its own workers and objects, as well as for the benefit of third parties, against the risk of accident or endangerment, including fire. All Seller personnel and contractors must wear personal protective equipment in the plant (including, but not limited to helmets, safety shoes, full-length pants, fluorescent jacket, long sleeves, and special clothing under certain conditions). Instructions given by Aurubis, especially security personnel, must be heeded without exception. Seller is obligated to maintain cleanliness and order, and to arrange for the removal of waste and residual materials after the execution of any work processes. Seller is liable for all damages caused by its employees, contractors, representatives and/or commissioned third parties.

21. Compliance and Sustainability

- a) Seller warrants that the Material is produced and/or exported in compliance with (i) all laws, regulations, statutes or official rules or requirements of the country of origin, (ii) all sanctions or trade restrictions imposed by any rule, law, regulation or statute of, e.g. the USA or EU and (iii) all applicable United Nation human rights, environmental and safety conventions/regulations.
- b) Seller shall observe and comply with all applicable laws, provisions and directives, or any other regulations combating bribery and corruption, in particular the relevant legislation in the U.S., hereafter referred to as "regulations", and shall not take any action, activity or conduct (e.g. the requesting, offering, promising, approving, giving or receiving of any unlawful payments or other benefits) which constitutes criminal action according to the regulations stated. Seller shall inform Aurubis promptly of any circumstances which could constitute the violation of such regulations.
- c) Aurubis will not knowingly purchase Material that contains conflict minerals that directly or indirectly finance or

benefit armed groups, as required by the Dodd–Frank Wall Street Reform and Consumer Protection Act and the EU Regulation 2017/821 (Conflict Minerals). Seller shall take all necessary steps to identify and assess risk in its supply chain in accordance with the standards of the OECD Due Diligence Guidance for Responsible Supply Chains and will ensure that Conflict Minerals are not sold to Aurubis.

d) Aurubis expects that Seller complies with the principles of the United Nations Global Compact and the core labor standards of the International Labor Organization (ILO) including but not limited to the following:

- Compliance with the applicable national statutory provisions in respect of fundamental labor rights, remuneration and working hours, standards of occupational health and safety, environmental legislation, regulations and standards

- Avoidance and banning of any kind of child labor;

- Prohibition of all forms of discrimination;

- Prohibition of all forms of slave labor; and

- Prohibition of bribery and corruption.

Aurubis expects that Seller communicates these fundamental principles and requirements to its business partners and encourages them to observe these standards. Seller shall consider these factors in its choice for business partners.

e) Seller has read and understood the Aurubis Business Partner Code of Conduct (Code of Conduct) available for download at www.aurubis.com/en/downloads and will comply with the provisions contained in such Code of Conduct in the performance of the Contract.

f) If the Materials supplied under these Terms are necessary, in whole or in part, to the performance of a government contract, Seller agrees, to the extent not exempt, to abide by the requirements of Section 202 of Executive Order 11246 as amended by Executive Order 11375, relating to equal employment opportunities, the implementing rules and regulations of the Secretary of Labor, and all contract clauses and requirements which are applicable and set forth therein are incorporated herein by specific reference. In particular, Seller hereby certifies that it does not maintain segregated facilities. In making this certification Seller incorporates each and all of the provisions of the approved form of certification contained in 41 C.F.R. Section 60-1.8(b) the same as if such provision were fully set forth herein and signed by Seller. Sections 503 and 504 of the Rehabilitation Act of 1973 and Title IV of the Viet Nam Veterans Readjustment Assistance of 1974, relating to employment and advancement in employment of qualified handicapped individuals, disabled veterans of the Vietnam era, the implementing rules and regulations of the Secretary of Labor, and all contract clauses and requirements which are applicable and set forth therein as incorporated herein by specific reference pursuant to 41 C.F.R. Section 60-741.22. Sections 1 and 3 of Executive Order 11625 relating to the promotion of minority business enterprises, the

implementing rules and regulations of the General Service Administration and all contract clauses and requirements which are applicable and set forth therein are incorporated herein by specific reference. Seller shall also comply with applicable laws, executive orders and regulations concerning listing job vacancies including 41 C.F.R. Part 50 250, which is hereby incorporated herein by reference.

g) Notwithstanding Aurubis' rights in subsections (d) and (e) above, failure to comply with this Section 21 is a material violation of these Terms and entitles Aurubis to terminate the Contract and any Order without notice.

h) Aurubis is not liable for claims, losses or damages that arise in connection with Seller's breach of or non-compliance with this Section 21. Seller releases Aurubis from and shall hold Aurubis harmless against such claims, losses or damages.

22. Conversion Factors

1 metric ton (mt) = 1,000 kilograms (kg)

1 kilogram = 2.20462 pounds (lbs.)

1 troy ounce = 0.0311035 kg

23. Miscellaneous

a) If any term or provision of the Contract, these Terms or any Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision or invalidate or render unenforceable such term or provision in any other jurisdiction.

b) The Contract, these Terms and any Order, nor any right, liability or obligation under or in respect of the Contract, these Terms and any Order may be assigned or transferred by Seller, whether voluntarily, by operation of law or otherwise, without Aurubis' written consent, and any such assignment that is attempted without such consent shall be null and void.

c) No delay or omission in exercising any right or remedy hereunder shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights, powers, elections, and remedies of Aurubis hereunder are cumulative and in addition to those which Aurubis has at law or in equity. Aurubis' failure to object to any provision contained in any communication from Seller shall not be deemed an acceptance of such provision or a waiver of any provision of, the Contract, any Order or these Terms.

d) No amendment to the Contract, these Terms or any Order, other than a Change Notice made pursuant to Section 12(c), shall be effective unless made in a writing duly executed by authorized representatives of Aurubis and Seller.

e) The relationship between Aurubis and Seller is that of independent contractors, and nothing in the Contract, these Terms or any Order will be construed as creating any agency, partnership, joint venture or other form of joint enterprise or fiduciary relationship between the parties. The

transactions between Aurubis and Seller shall not be construed to confer or create a third-party beneficiary relationship with any other person or entity

24. Governing Law; Dispute Resolution

- a) These Terms, the Contract and any Order shall be governed and construed in accordance with the laws of the State of Georgia without regard to principles of conflicts of laws, unless otherwise specified on the face hereof. The U.N. Convention on the International Sale of Goods shall not apply to these Terms, the Contract or any Order.
- b) Claims relating to this Order shall be resolved by the parties working collaboratively with their respective management

teams. If a claim cannot be resolved collaboratively by the management teams within thirty (30) days after notice of a claim, the claim shall be referred to the parties' respective senior executive teams. If the senior executive teams are unable to resolve the dispute within sixty (60) days of submission to the senior executive teams, the claim shall proceed to mediation. If mediation is unsuccessful, the claim shall proceed to litigation which shall be brought in State or Federal court of competent jurisdiction in and for Richmond County, Georgia sitting without jury, and Seller expressly consents and waives any objections to the sole and exclusive jurisdiction and venue of these courts.

Status: May, 2025