

Terms and Conditions of Sale

1. Entire Agreement. The terms and conditions (collectively "Terms") set forth herein govern the sale of the products of this Sales Contract (the "Products") and this Sales Contract ("Contract") is expressly made conditional on Buyer's assent to these Terms to the exclusion of all other terms. This Contract, which includes these Terms, constitutes the sole, entire and exclusive agreement between Buyer and Seller for the sale of the Products and supersedes all prior discussions, proposals, negotiations, representations and agreements. Seller objects to and will not be bound by any additional, different or inconsistent terms in Buyer's purchase order or other documents from Buyer, and shipment or delivery pursuant to a purchase order of Buyer that contains additional, different or inconsistent terms does not constitute acceptance of such terms. No terms, conditions, understandings or agreements purporting to waive, modify, or vary these Terms will be binding unless made in accordance with section 14 below.

2. Prices. Prices are as last quoted at the time of sale unless a different price is agreed to by the Seller in writing. Any sales or other tax or duty which Seller may be required to collect or pay upon the sale of Products will be added to the price of the Products and will be paid by Buyer.

3. Payment. Seller shall submit invoices to Buyer stating amounts due on the date of sale unless otherwise mutually agreed upon. The specific terms of payment are as specified on the face page of the Contract. Any claim concerning invoice amounts shall be made within two (2) business days from the date of receipt of invoice by Buyer, or shall be deemed void. If at any time Seller becomes insecure about Buyer's ability to perform under this Contract, Seller may in writing demand from Buyer adequate assurance of Buyer's ability to perform, and Seller may, at Seller's option, suspend delivery of Products until Seller has received such assurance from Buyer in writing, or may require cash or other security before delivery of Products to Buyer. In addition to any other legal remedy, if Buyers fails to fulfill the terms of payment or is in default with respect to any other Term, Seller may, at its option, cancel all further deliveries of Products to Buyer. Buyer agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by Seller in the collection of any sum due Seller from Buyer.

4. Delivery, Shipment, and Packing. Unless otherwise agreed in writing, all Products shall be sold and delivered Ex Works (Incoterms 2010) Seller's location. Title and risk of loss shall pass to Buyer simultaneously with delivery, except in the case of pool accounts where title shall pass after Seller's receipt in full of funds in addition to any other outstanding balance due Seller. Seller shall pack and mark the Products according to its standard procedures for domestic and/or export delivery. Buyer assumes all risk and liability for, and hereby agrees to indemnify Seller from and against, all losses, liabilities, damages and claims whatsoever (whether for personal injury, property damage or otherwise), arising out of the transportation, unloading, storage, handling or use of any Products after title passes to Buyer.

5. Warranty Terms. All Products are warranted at the time of delivery to conform to drawings and specifications mutually agreed upon in writing. Seller's sole obligation, and Buyer's exclusive remedy under this Contract is for Seller, at Seller's option, to repair or replace defective Products or refund Buyer's purchase price for any Product which fails to meet this warranty. This warranty does not apply to Products (i) which have been subjected to misuse, negligence, accident, or improper maintenance, installation, or application; (ii) which have been repaired or altered without Seller's prior written consent; or (iii) which, based on Seller's examination, do not disclose to Seller's satisfaction nonconformance to this warranty. Before returning any Product covered by this warranty, Buyer must obtain a return authorization from Seller, which will be valid for thirty (30) days from the date of Seller's issuance, provided that Seller receives the returned Product within the 30-day period. Buyer must prepay all freight, however, Seller will issue Buyer a credit for freight where Seller determines that nonconforming Product has been delivered.

SELLER DISCLAIMS AND EXCLUDES ALL OTHER EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES IN CONNECTION WITH THE SALE OR USE OF THE PRODUCTS, WHETHER ARISING BY OPERATION OF LAW, COURSE OF DEALING OR USAGE OF TRADE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. LIMITATION OF LIABILITY. The total liability of Seller with respect to the Products or otherwise arising in connection with this Contract, whether such liability is based on contract, warranty, negligence, strict liability, or otherwise, shall not exceed the purchase price of the Products in respect of which any claim is made. SELLER WILL IN NO EVENT BE LIABLE FOR LOSS OF PROFITS OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE DELIVERY, NON-DELIVERY, SALE, RESALE, OR USE OF THE PRODUCTS, WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.

7. Precious Metal Trading and Precious Metal Transfer Accounting. Orders placed by Buyer over the telephone only become binding upon Seller's consent. The damage caused as a result of transmission faults, misunderstandings or errors in telephonic communications with Buyer or with third parties shall be borne by Buyer, unless there is any fault on Seller part. Seller may cancel credit notes given

as a result of an error, a spelling mistake or for any other reasons without any order in this connection by making a simple entry.

8. Retention of Title. The goods sold shall remain Seller property until payment in full of all current and future claims arising under or in connection with the entire business relationship with Buyer, irrespective of the legal ground. Hence, this includes in particular claims to performance of the contract, to damages based on default, non-performance or the breach of other contractual or pre-contractual duties and claims based on the law of torts and the right to satisfaction.

If processing or transformation of the reserved goods by Buyer is carried out by Buyer on Seller's behalf as a contract manufacturer; Buyer releases Seller from the manufacturer's liability. If Seller's goods have been combined, mixed or processed to produce new goods, Seller's title shall extend to the new product. Buyer hereby assigns to Seller rights to the new product. If a third party's right of ownership continues to exist when Seller goods are processed, combined or mixed with the third party's goods, Seller shall acquire co-ownership of the processed goods in relation to the new product. The value of the processed goods at the time of such processing, combination or mixing shall be relevant. If Buyer combines or mixes Seller reserved goods with the main goods of a third party for compensation, Buyer hereby assigns to Seller his right to compensation from such third party. The above ratio applies accordingly to the amount of the assigned claim.

Buyer may, in the ordinary course of his business, resell any goods which are subject to Seller's retention of title. Buyer hereby assigns to Seller all his claims arising from such resale up to the amount of the value of the reserved goods at the time of the resale. Buyer is authorized to collect payments for claims from such resale for as long as he meets his obligations towards Seller in due form. If so requested by Seller, Buyer shall advise his customers of such assignment of rights and provide Seller with the information and documents necessary to enforce Seller rights vis-à-vis these parties.

Buyer is obligated to insure the reserved goods to a reasonable extent against fire, water damage, burglary and theft at Buyer's expense. Buyer hereby assigns to Seller any possible claims against the insurance up to the amount of the value of the reserved goods at the time of the occurrence of the insured event.

Buyer is not authorized to dispose of the reserved goods in any manner other than as stated above. In particular, Buyer may not lend on the reserved goods or assign them as collateral, pledge or sell them. Access by third parties to goods and receivables belonging to Seller shall be notified without undue delay in writing. If so requested by Seller, Buyer shall provide all the information required on the stocks of the goods belonging to Seller and on the receivables assigned to Seller. Buyer shall also mark the goods belonging to Seller as Seller property on Seller request and notify his buyers of the assignment.

In the event of payment default on the part of Buyer, Seller is entitled to revoke Buyer's authorization to resell the reserved goods and to collect the receivables assigned to Seller, to disclose the assignment of the receivables and/or to demand the provisional surrender of the goods belonging to Seller at the expense of Buyer even without rescission of the purchase contract and without granting any grace period. In the event that the value of the collateral exceeds Seller claims against Buyer by more than 10 percent, Seller shall be obligated to release the collateral in excess of said limitation.

Rights in the event of a deterioration in financial circumstances: If it becomes evident after conclusion of the contract that Seller's claim to counterperformance is jeopardized as a result of Buyer having insufficient funds to pay, Seller have the following rights in addition to the rights under applicable law: Seller can immediately assert claims for which a bill of exchange was presented; Seller is authorized to prohibit Buyer from reselling the goods and - subject to further rights under the reservation of title - to retrieve back goods not yet paid at Buyer's expense. All metals and precious metals on the Weight account of Buyer serve to collateralize all of Seller claims against the Buyer. Seller is only obliged to surrender metals or precious metals to the extent that their countervalue exceeds the total amount of all of Seller claims. If Buyer is in default, Seller is entitled to purchase metals and precious metals entered on the Weight account of Buyer at a quantity equivalent to all of Seller payment claims and to set off Seller payment claims from the payment claim of Buyer based on such purchase by written declaration. The date of purchase is relevant for the exchange rate. Metal and precious metal liabilities of Buyer may be settled by Seller through a sale at the current daily price. The outstanding money claim created can be set off against any credit balance of Buyer.

9. Weight Accounts for Metals and Precious Metals. Seller maintains separate Weight accounts for each Buyer and for each metal or precious metal. Holdings of the individual account holders are not stored separately. The individual account holders form a community of owners. Each account holder is a joint owner of the total inventory at the amount of the quantity of Weight of a metal or precious metal entered on his account. In the event of the sale or purchase of metals or precious metals, the ownership is transferred once it is entered on the respective account.

The Weight account can be terminated by Seller for good cause without observing a notice period. Good cause has occurred if facts have arisen as a result of which

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the terminating party cannot be reasonably expected to continue the Weight accounts when taking account of all the facts and circumstances of the individual case and weighing up the interests of the parties to the contract. Good causes are for example the breach of essential contractual duties or imminent insolvency.

In the event of the termination of a Weight account by Seller, the title of the precious metals on the account passes completely to Seller. For the transfer of ownership, Seller shall pay Buyer compensation amounting to not more than the current exchange rate at the time of termination, as determined by Seller in his sole discretion, after deducting value of debit balances on the account. The value of debit balances are also determined by Seller in his sole discretion.

10. Government Approvals. Seller and Buyer, respectively, shall be responsible for compliance with and for obtaining such approvals and/or permits as may be required under national, state/provincial, and local laws, ordinances, regulations, and rules as may be applicable to the performance of their respective responsibilities and obligations under this Contract.

11. Force Majeure. Any delay or failure of Seller to perform its obligations under this Contract shall be excused to the extent such delay or failure is caused by an event or occurrence beyond Seller's reasonable control, such as, by way of example and not limitation, acts of God, acts of any governmental authority (whether valid or invalid), fires, floods, severe weather, explosions, riots, natural disasters, wars, sabotage, terrorism, labor problems (including lockouts, strikes, and slowdowns) at Seller's facility or its source plants' or suppliers' facilities, or inability to obtain or delay in obtaining power, material, equipment, or transportation.

12. Assignment. Neither Buyer nor Seller may assign any of its rights or obligations under this Contract without first obtaining the written consent of the other; provided, however, that Seller has the right to assign any of its rights or obligations under this Contract to any divisions, subsidiaries or affiliates.

13. Governing Law. This Contract shall be governed by and construed under the laws of the State of North Carolina without regard to its conflicts of laws principles. Buyer and Seller agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract. Any lawsuit arising in connection with this Contract must be brought in the state or federal court sitting in Wake County, North Carolina.

14. Amendments. No amendment or modification to this Contract shall be binding upon either party unless it is in writing and is signed by both parties.

15. Severability. If any provision of this Contract is held to be invalid or unenforceable, that provision shall be valid and enforceable to the maximum extent permissible and the remaining provisions of this Contract shall be given full force and effect.

16. Waiver. Either party's failure to insist on strict compliance with any provision of this Contract in any instance shall not be deemed a waiver of that party's right to insist on strict compliance in any other instance. If an action by either party requires the consent or approval of the other, such consent or approval on any one occasion shall not be deemed consent or approval on a subsequent occasion or to any other action.

17. Cancellation. This Contract may not be cancelled by Buyer in whole or in part without Seller's written consent and payment to Seller of a sum sufficient to cover any and all costs associated with the cancellation of this order as determined by Seller in his sole discretion.

Within one hundred twenty (120) days from a notice of cancellation by Buyer, Seller shall submit documentation of the prices and costs described above sufficient to permit Buyer's audit. Buyer shall have thirty (30) days in which to audit Seller's documentation and to request in writing any additional information from Seller reasonably necessary to support Seller's costs. Within ten (10) days after receiving the additional information, if any, requested of Seller, Buyer shall pay Seller in accordance with this section 17.