

" GENERAL CONDITIONS "

The material, subject of the present contract, is being purchased with the intention of being recycled at the buyer's works, at independent works nominated by the buyer, traded to a brokerage or sold to a metal merchant.

GENERAL

Except as otherwise agreed in writing, signed by an authorised representative of the buyer these conditions of purchase shall prevail to the exclusion of any terms or conditions expressed or implied whether by any other person or party foreign to this purchase contract or by statute or law or regulation or otherwise, howsoever except to the extent that such exclusion shall be prohibited by a mandatory law.

RISK AND PROPERTY

Risk and property of the goods specified by the contract shall pass to the buyer at the buyer's works, specified collection depot, or other specified point of delivery of the buyer.

DELIVERY

Delivery shall take place during normal working hours on the date or period specified by the contract, however the seller must notify the buyer of his intention to deliver at least two days before making the delivery.

The buyer reserves the right to refuse the proposed date of delivery but at the same time will arrange a mutual convenient time. Price adaptations are made for late deliveries.

Trucks loaded with more than 3 different types of material will not be accepted. Material can be delivered loose or in 200 litre steel drums only. Material delivered loose may not be dusty. Drums may not be stacked one on top of the other. Buyer should be provided all required documents evidencing that seller has complied with all legal, transport, customs and other regulations (including regulation 1013/2006/EEC, the OECD regulation and the application of the convention of Basel). For the materials which are classified in the Amber List, we explicitly refer to the following contractual stipulation :

- * of the notifier (seller), in accordance with Articles 25 and 26 (2), to take the waste back if the shipment has not been completed as planned or if it has been effected in violation of this Regulation,
- * of the consignee to provide, in the case of retransfer of the waste for recovery to another Member State or to a third country of dispatch,
- * of the consignee to provide, as soon as possible and not later than 180 days following the receipt of the waste, a certificate to the notifier (seller) that the waste has been recovered in an environmentally sound manner.

INDEMNITY

The seller shall keep the buyer fully and effectively indemnified against injury, loss or damage to person or property caused by the negligence of the seller or its subcontractors or agents, or by faulty workmanship or material unless any such injury, loss or damage is caused directly by the acts or omissions of the buyer or his employees or any third party against whom the party injured has an adequate and effective claim in respect thereto.

SPECIFICATIONS

The goods shall comply with the specifications or descriptions set out in the contract. In the event that such specification or description shall fail adequately to describe the goods, then the goods shall be of the standard customarily used in Europe and where applicable in accordance with the Standard Classifications for Non-Ferrous Metals and Residues for Copper Refining issued by the Copper Smelters and Refiners Association.

DANGEROUS GOODS

The seller is responsible for packaging and labelling goods in proper manner and in accordance with relevant statutory regulations or voluntary codes of practice and to notify clearly if the goods constitute a potential hazard to health either generally or in particular circumstances. All materials must be 100 % free of explosive items, to ensure safety of reception and sampling operators. If any unexploded or loaded item is found, the material will be refused.

SAMPLING PROCEDURE

Items that need to be sampled will be sampled following general sampling rules and procedures. However, complex or big shaped items are graded regarding technical possibilities available at the buyers' works. Sn bearing materials always need sampling. In case of " sampling in trust " : material is free after sampling.

SAMPLING AND ASSAYING COSTS

- * Cu bearing materials : if the weight of the parcel to be sampled is 5 tons or less; a sampling and assaying cost of € 125,-, will be automatically charged to the seller.
- * Sn bearing materials :if the weight of the parcel to be sampled is 2 tons or less: sampling and assaying cost of € 125,-, will automatically be charged to the seller.

Commercial samples will be charged for assaying with € 125,-/each unless initiative comes from us.

The buyer reserves the right to use or freight the material after sampling. If such sampling subsequently proves material to be defective the rights of the buyer to apply penalty or reduction in terms shall not be impaired

DEFECTIVE GOODS

The buyer shall be entitled to weigh or otherwise check the weight and quantity and quality and description of goods on delivery and before use or resale by the buyer.

The buyer is free to refuse the material if it contains more than 5 % combustible material or harmful substances regarding health and safety of the workers or environment (e.g. ammonia or ammonium compounds, cyanides, organic substances, PCB's, chlorides, asbestos, beryllium, acids), of when the material contains substances which could cause problems during processing (e.g. mica). In case of such harmfulness or contamination, the goods will be returned immediately at the expense and responsibility of the seller.

In the case of a claim by the buyer that the goods are not acceptable and not in accordance with weight or quality or description under the contract the buyer will advise the seller or his appointed representative of such fault, and will at his sole discretion either return the goods to the seller at the cost and risk to the seller (prior to return, the goods will be retained for seven days to enable the seller to verify the fault alleged) or stipulate other purchase conditions.

If the refused material is not collected after a 4 week period from the seller being summoned by the buyer to collect the defective material, the seller shall be charged € 25,- / ton / week for storing his material.

The buyer reserves for himself the right to refuse acceptance of a consignment, where there is evidence that it is or may be, below the required standard of quality. If any low grade material is subsequently sorted from a consignment, this material shall be collected by the seller at his expense, or parties mutually can agree a price for the low grade portion to be retained. Any material rejected or returned, is to be replaced at the buyers option.

PENALTY DEDUCTIONS FOR HARMFUL ELEMENTS

Penalties for Sn bearing materials

No payments for precious metals

| <u>Elements</u> | <u>Tolerated</u> | <u>Refused</u> | <u>Deduction of</u> |
|-----------------|------------------|----------------|-----------------------------|
| As | 0,0 % | 1,0 % | 0,2 unit Sn for 0,1 unit As |
| Bi | 0,0 % | 0,5 % | 1,0 unit Sn for 0,1 unit Bi |
| Cd | 0,0 % | 0,2 % | 0,2 unit Sn for 0,1 unit Cd |
| Cl | 0,0 % | 3,0 % | 0,2 unit Sn for 0,1 unit Cl |
| Cu | 3,0 % | 6,0 % | 0,1 unit Sn for 0,1 unit Cu |
| S | 0,0 % | 2,0 % | 0,2 unit Sn for 0,1 unit S |
| Sb | 0,0 % | 3,0 % | 0,3 unit Sn for 0,1 unit Sb |
| Cr | 0,0 % | 0,5 % | 0,2 unit Sn for 0,1 unit Cr |

Penalties for Cu bearing materials

| <u>Elements</u> | <u>Tolerated</u> | <u>Refused</u> | <u>Deduction of</u> |
|-----------------|------------------|----------------|-----------------------------|
| As | 0,0 % | 1,0 % | 0,2 unit Cu for 0,1 unit As |
| Bi | 0,0 % | 0,2 % | 1,0 unit Cu for 0,1 unit Bi |
| Cd | 0,0 % | 0,5 % | 0,5 unit Cu for 0,1 unit Cd |
| Cl | 0,5 % | 2,5 % | 0,2 unit Cu for 0,1 unit Cl |
| Ni | 0,5 % | 3,0 % | 0,2 unit Cu for 0,1 unit Ni |
| S | 0,5 % | 1,5 % | 0,3 unit Cu for 0,1 unit S |
| Sb | 0,5 % | 1,0 % | 0,5 unit Cu for 0,1 unit Sb |
| Be | 0,0 % | always | |
| Cr | 0,0 % | 0,5 % | 0,2 unit Cu for 0,1 unit Cr |

Moisture penalty (H2O)

| <u>Elements</u> | <u>Tolerated</u> | <u>Refused</u> | <u>Deduction of</u> |
|-----------------|------------------|----------------|------------------------|
| H2O | 30 % | 40 % | 0,1 % Cu for 0,5 % H2O |

PAYMENT

The payment will take place according the specifications of the contract. In the case that no specifications are made in the contract, the payment will take place 30 days after date of invoice. Any payments made shall be without prejudice to the buyer for breach of contract by the seller whether as to the goods delivered or otherwise.

CANCELLATION

In the event of an order being cancelled by the seller, or if the contract can not be effected through the fault of the seller, the buyer is entitled to charge the seller for damage, that is agreed to amount up to 10 % of the value of the contract, if the buyer does not prove the suffered damage to amount to more than 10 % of the value of the contract.

SAFETY AND SECURITY

All seller vehicles and personnel involved in delivery or performance of the contract on the buyers premises shall at all times observe the proper directions of the buyer's personnel and the regulations of the buyer concerning Safety and Security. The speed limitation for all vehicles on the factory ground is 20 km / hour. Safety glasses and safety helmets are to be worn outside the vehicles.

FORCE MAJEURE

If a delivery by a seller is delayed or prevented because of the manufacturer of the goods, or their delivery to the buyers works by usual route has been or is being prevented or hindered by circumstances beyond the reasonable control of the seller, including any form of Government intervention, strikes and lockouts, delays by subcontractors (but only where such delays were beyond the control of the subcontractor concerned), such delivery will be suspended. If the delivery cannot be made within a reasonable time after the due date of delivery, the contract may be cancelled by the buyer verbally or in writing. Where more than one delivery is to be made against the terms of the contract, deliveries not cancelled will be resumed as soon as the circumstances causing the delay cease but, except where the buyer agrees, the period during which deliveries are to be made will not be extended.

The material can only be accepted provided that the buyers' plant unloading and processing possibilities are unhindered, the necessary basic material is supplied in due time.

There will be a friendly agreement on the subsequent delivery of non-delivered quantities due to hindrance. Under the term "hindrance" we understand war and civil commotion, government regulations, riots, interruption in production, lack of energy supply and working material, strikes & lockouts, interruption or delays in transport, as well as other hindrances which are beyond the control of the buyers' works or the buyers' sub-suppliers.

LAW

The construction performance and validity of the contract shall be governed by the Dutch law.

Deurne, 01-01-2008