

**Materion Advanced Materials Technologies and Services  
Terms and Conditions for Refine/Reclamation, Cleaning and Related Services**

Any contract for services as defined below (“Services”) to be provided by Materion Advanced Materials Technologies and Services Inc. or one of its subsidiaries (each, as applicable, “Company”) for or on behalf of Customer pursuant to any Company quotation (“Quotation”) is expressly and exclusively limited to the terms and conditions of the Quotation and the standard terms and conditions for refining and reclamation services set forth below (“Standard Terms”). Company hereby objects to, rejects and is not bound by any terms or conditions of any purchase order, acknowledgement or other documents of Customer (“Customer Forms”) which may be additional to or at variance with the Standard Terms. Company’s failure to object to provisions contained in Customer Forms will not be deemed an acceptance by Company unless such acceptance is specific and is noted in a writing signed by a duly authorized officer of Company. No modifications of or additions to the Standard Terms will be recognized by Company unless specifically agreed to in writing and signed by an authorized officer of Company.

1. Services. To the extent set forth in the Quotation, Services may include, but shall not be limited to: (a) cleaning and related services in regard to components used by Customer in its processes or operations (“Components”) such as, by way of example only and not limitation, shields and shield kits and the recovery of certain precious metals (“PM”) as identified in the Quotation and (b) the refining and reclamation of PM from PM containing materials such as, by way of example only and not limitation, spent targets, sweeps, shavings, trash, flakes, wafers, scrap, crucibles and other PM bearing materials (“Material” or “Materials”) used by Customer in its processes or operations. If specifically identified in the Quotation, PM may include other valuable materials, but only to the extent expressly set forth in the Quotation.

2. Basic Obligations of Parties. Customer shall in accordance with the Quotation send Components and/or Materials to Company as directed by Company for Services, and Company shall perform the Services and settle with Customer as provided in the Quotation. Customer shall pay Company all applicable charges and fees as set forth in these Standard Terms, the Quotation, and the Company’s invoices and settlement documents, as applicable. All amounts payable to Company by Customer shall be due without set-off or recoupment and may be paid by way of deduction in settlement with Customer and/or payment by Customer in accordance with duly rendered invoices, as determined by Company and set forth in the Quotation. Customer shall be responsible for all taxes, excise, fees, duties and levies imposed by law or governmental authority upon the Services.

3. Shipments of Components and Materials for Services. In connection with shipments of Components and/or Materials by Customer to Company for Services, the following shall apply:

a. SN Number. Customer shall request the issuance of tracking number (SN number) for each shipment of Components and/or Material to Company.

b. Notification. At the same time as Customer requests the issuance of a SN number, Customer shall notify Company of the date by which it expects the Components and/or Material to arrive at Company’s facility.

c. Delivery and Transportation. Customer shall exercise reasonable care in transporting Components and Material to Company. Customer shall be responsible for the delivery of Components and Materials to Company’s designated facilities and shall be liable for all costs and other charges, taxes, fees, insurance and assessments associated with the transportation and delivery of the Components and Materials to Company. Following the performance of Services, Components cleaned by Company shall be returned to Customer, by carrier as designated by Customer, or in the absence of a designation, as selected by Company, at Customer’s sole cost and expense, with Customer being responsible for insurance and bearing all risk of loss thereof.

d. Risk of Loss and Damage. Customer shall bear the risk of loss in respect of all Components and Material during transit until Company has accepted the same at its facility. Customer shall cause the Components and Material to be adequately insured at all times. Replacement of parts (if agreed upon) shall be at a prorated basis with regard to parts life or a mutually agreed upon amount.

e. Packaging, Labeling and Packing Slips. Customer shall be responsible for packaging and labeling of Components and Material shipped to Company accurately and in compliance with all applicable federal and state laws and regulations. All shipments of Components and/or Material shall be accompanied by packing lists accurately specifying the number and type of containers, the gross, tare and net weight of each container and true and complete MSDSs as required by applicable law. All labels and packing slips shall reference the applicable SN number (and/or applicable return reference number) and set forth a complete and accurate description of Components and/or Material.

f. Acknowledgment of Delivery and Inspection; Receiving Discrepancies. Company's acknowledgement of delivery on Customer's delivery receipt or other similar document of delivery shall not constitute Company's agreement as to the description, weight, count or composition of the Materials and/or Components described therein, or approval of delivery or acceptance thereof by Company. All Components and Material shall be subject to inspection for accuracy of contents, weight, count, condition, etc. prior to acceptance by Company for performance of Services. If Customer is not represented at the time of unloading at Company's facility, a reasonable attempt will be made to notify the Customer of discrepancies with reference to the accompanying packing list in piece count, gross weights, contents, etc. within two (2) business days, and Company will place Services on hold for five (5) business days to enable the parties to resolve the discrepancy or for Customer, if it so elects to cancel the Services. However, in the event Company is unable to reach Customer or Customer does not cancel the Services, Company shall proceed with the Services in accordance with the Company's determination of the weight, count and composition of Materials and Components. If no packing list accompanies the shipment, Company may if it so elects (but shall not be required to) place the Services on hold indefinitely and in any event assumes no responsibility for material shortages or notification thereof. Packing lists must specify the number and type of containers, the gross, tare, and net weight of each container and an accurate description of its contents. Depending on content, Company may verify gross container weights before processing or sampling, and discrepancies in tare weights are the Customer's responsibility. For represented lots, the weights obtained at the represented weigh-in shall apply.

g. Right to Refuse or Reject Materials. Company reserves the right to refuse or reject any Components or Material when Company determines that such material is unsuitable or undesirable due to physical, metallurgical, safety, non-conformance, regulatory or other reasons. Upon such refusal or rejection, Company will have no further obligation with respect to the Components or Material other than to notify Customer. Such refusal or rejection will not be unreasonably exercised. Company may make reasonable arrangements to return to Customer of the Components and Material at Customer's expense.

h. Passage of Title and Ownership. As between the parties, except as otherwise may be set forth in the Quotation, title and ownership to Components or Material will pass to Company at the time Company makes settlement for the PM contained therein in the manner provided for in the Quotation. If Customer and Company agree on the amount of PM delivered by Customer before the settlement date and payment for such PM is made, title to and ownership of such PM contained in the material delivered by Customer will pass to Company at the time payment is made by Company.

4. Settlement; Determination of Amounts of Payable Metals. Company shall determine the amounts of PMs recoverable from the Components and the Material, and the Company shall make settlement with Customer in accordance with the Quotation. PMs for which settlement will be made are limited to those metals specified in the Quotation. The determination of PM for which settlement will be made will be determined solely and exclusively on Company's refining processes and procedures, costs and yields, sampling and applicable procedures with their inherent limitations, and the assay results, or the assay exchange (adjusted by any umpire's result if required) as determined by Company. The processes and procedures employed by Company for resolving discrepancies in settlement, which are set forth in Annex A attached hereto, shall be the sole and exclusive processes and procedures for resolving discrepancies, and Customer agrees to such processes and procedures in lieu of all other methods of discrepancy resolution.

5. Certain Company Covenants. Company shall perform the Services in a workmanlike manner in accordance with the generally accepted practices in the refining/reclamation and component parts cleaning

industries. In its performance of Services, Company shall comply with all applicable local, state, and federal laws, ordinances, orders, rules and regulations.

6. Certain Customer Representations and Covenants. In connection with any shipment of Components and Materials hereunder, Customer represents and warrants and agrees as follows:

a. Customer is the sole legal and beneficial owner of the Components and Material free and clear of all liens, charges and encumbrances and any other adverse rights or interests, and has all right, power and authority to convey legal title to recovered PM to Company free and clear of all liens, charges and encumbrances.

b. All documentation provided by Customer with respect to the Components or Materials, and any and all descriptions contained therein, are and shall be complete, accurate and not misleading in any respect.

c. All Components and Materials will be packaged, labeled, transported and delivered to Company in accordance with all applicable rules, regulations, tariffs, ordinances and statutes and be preceded by appropriate, complete, and accurate documentation identifying the contents of the material and with current and accurate MSDSs as required by this agreement or applicable law.

d. No Components or Material shall be the product or proceeds of any illegal activity of any kind or nature, and Customer shall submit to and cooperate with any and all background authorizations and any other inquiries as Company may undertake in connection with its anti-money laundering compliance program. To its knowledge, no Material shall have originated in the Democratic Republic of Congo or an adjoining country and all Materials are "conflict free" as defined in the Conflict Minerals Act of 2010. Customer shall cooperate with any Company inquiry in regard to the origin of any Materials and acknowledges that Company may refuse any delivery based on such inquiry.

7. Hazardous Substances; Deleterious Elements. Customer shall not deliver to Company for Services hereunder any Components or Materials containing any of the following (other than as expressly agreed upon by Company in a writing signed by Company and requested by Customer sufficiently in advance as Company may require), which Customer acknowledges may cause damage, harm and/or injury to Company facilities, personnel or processes and/or be otherwise environmentally hazardous:

a. Any Components or Material containing or including any potentially hazardous, toxic, carcinogenic, explosive, biological or radioactive substances ("Hazardous Substances"). In addition, regardless of content, any Material that is below 1% PM by weight (or such other minimum threshold as may be established by Company) shall be deemed Hazardous Substance subject to the provisions hereof applicable thereto.

b. Any Components or Material containing or including any of the following levels of deleterious elements ("Deleterious Elements") as listed in Annex A.

Company may refuse to accept or deal with any Components or Materials containing any Hazardous Substances or Deleterious Elements at any time in its sole and absolute discretion. Likewise, Company having accepted and/or dealt with any such Components or Materials, may at any time return the same to Customer. As a condition to any prior written agreement to accept any such material, Company may in its sole discretion impose the special handling charges special handling procedures, additional lead times or such additional requirements as listed in Annex A and or as it deems appropriate, as a condition of accepting materials containing Hazardous Substances or Deleterious Elements. In the event that Company elects in its discretion to agree to accept a shipment containing any Hazardous Substances or Deleterious Elements, all such shipments must be clearly marked with appropriate warning labels giving as much information as practical.

Customer shall protect, defend, indemnify, and hold Company and its respective affiliates and each of their respective directors, officers, employees, agents and contractors and their respective successors and permitted assigns (collectively, the "Company Indemnified Parties") harmless from and against any and all claims, actions, causes of action, liabilities, losses, costs, expenses, or damages, including reasonable attorneys' fees (collectively, "Losses"), incurred or suffered by any of the Company Indemnified Parties which directly or indirectly arise out of or relate in whole or in part to loss of life, personal injury or damage to property or otherwise arising directly or indirectly out of any Hazardous Materials or Deleterious Elements contained in or on any Components or Material shipped by Customer for Services hereunder or from any instructions or information given or supplied by Customer in connection with the Services, except as the same may arise as a direct and sole result of the willful misconduct of Company.

8. Indemnification. Customer shall protect, defend, indemnify, and hold each of the Company Indemnified Parties harmless from and against any and all Losses incurred or suffered by any of the Company Indemnified Parties which directly or indirectly arise out of or relate in whole or in part to (a) the breach by the Customer of any of its covenants, agreements, or obligations set forth in this agreement, or (b) the negligence, recklessness, or willful misconduct of the Customer in connection with its performance of its obligations set forth in this agreement.

9. Limitation of Liability. Notwithstanding any other provision of this agreement to the contrary, IN NO EVENT WILL COMPANY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, ECONOMIC, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR UNDER ANY CIRCUMSTANCES (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS FOR REMOVAL OR RECTIFICATION WORK OR OTHER DAMAGE OR LOSS IN CONNECTION WITH THE INSTALLATION OR USE OF COMPONENTS SERVICED PURSUANT TO THIS AGREEMENT), OR FOR ANY DAMAGES RESULTING FROM LOSS OR INTERRUPTION OF BUSINESS OR LOST PROFITS, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, HOWEVER CAUSED, EVEN IF COMPANY WAS ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. The foregoing limitations shall not apply to death or injury to persons in any jurisdiction where such limitation is prohibited by applicable law. In no event shall Company's total liability to Customer exceed the total payments actually received by Company under this agreement.

10. Force Majeure. If by reason of acts of God, strikes, fires, armed conflicts, wars, terrorism, transportation difficulties, energy shortages or outages, labor disputes, boycotts, lockouts, government actions or other events beyond the reasonable control of Company, Company is prevented from fulfilling its obligations hereunder, then the same shall be suspended as long as such cause or reasons shall delay or prevents Company from performance of its obligations.

11. Security Interest. Customer grants Company a security interest in all of Customer's right title and interest in the Materials and any other tangible property to which Customer now has or hereafter shall have any right, title or interest which property is now or hereafter in possession or custody or under control of Company or owing by Company to Customer, and the products and proceeds thereof, to secure any and all liabilities of every kind or nature now or hereafter owing by Customer to Company, whether pursuant to this agreement or otherwise, and Company shall have all rights of a secured creditor under the New York Uniform Commercial Code.

12. Set Off. Company shall have the right at any time without notice to set-off any liability (whether to pay money, credit or deliver or transfer PM or otherwise) of Company to Customer against any liability of Customer to Company whether or not the same shall be due and payable and, in furtherance thereof, to convert metal to money or money to metal at the market value at the date of such set off.

13. Relationship of the Parties. The relationship between Company and Customer is intended to be and shall be that of independent contractors. A party and its employees, agents and representatives shall under no circumstances be considered agents, partners and parties to a joint venture or representatives of the other party. Neither party shall act or attempt to act, or represent itself, directly or by implication as agent, party to a joint venture with the other party, partner or representative of the other, or in any manner assume or attempt to assume or create any obligation or liability of any kind, express or implied, on behalf of, or in the name of, the other.

14. Severability. In the event that any covenant, condition or other provision contained in this agreement is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this agreement and shall in no way affect, impair or invalidate any other covenant, condition or other provision contained in this agreement, and any such provision held to be invalid, void or illegal shall be deemed replaced by a provision which comes closest to such unenforceable provision in language and intent without being invalid, void or illegal.

15. Assignment. This agreement and the rights and obligations created hereunder shall not be assigned, sublicensed or otherwise transferred by Customer (by operation of law or otherwise) without the prior written consent of Company. Company may subcontract or outsource all or any portion of the Services to a third party refiner as it deems appropriate in its business judgment without the necessity of prior consent of or notice to Customer.

16. Controlling Law. This agreement shall be governed by, subject to, and construed in accordance with the internal laws of the State of New York, without regard to any conflict of law provision which may cause the application of any law other than the laws of the State of New York. Any dispute arising hereunder shall be settled in Erie County, New York either in the Courts of the State of New York or the Federal Court of the Western District of New York, and both parties consent to the personal jurisdiction and venue of such courts and agree not to challenge or assert any defense to the jurisdiction or venue of such courts.

ANNEX A To Terms and Conditions for Refine/Reclamation, Cleaning and Related Services

Title: Settlement Discrepancy Resolution Procedures

- *Settlement Discrepancy is defined as:*
  - A difference between the data generated from the refiner-supplied sample (Company assay) and the Customer or witness assay data
  - Customer complaint, or any other claim concerning refine settlement results or the amount of recovered precious metals determined by Company.

Purpose: The purpose of this procedure is to clearly define the procedure for settlement discrepancy resolution.

Note 1: If Customer wishes to have a representative witness the sampling processes for any lot shipped, it shall notify Company prior to shipment. Customer has the right to obtain samples from the process as described below (sample weight to be deducted from settlement if appropriate). Any additional cost associated with Customer representation is born by Customer.

Note 2: If Customer wishes to dispute any assay or settlement, the request must be made within thirty (30) days of settlement.

Procedure:

**1. Customer Chooses to Have No Representation (Default Option)**

- a. Company will take 2 representative samples.
  - i. Assay Sample
  - ii. Retention Sample (for Umpire if needed)
- b. Should there be a request for a settlement discrepancy resolution; the request for resolution must be made no later than thirty (30) days after the actual settlement date. Should the request be made within this time period, the following procedure will be employed:
  - i. Company assay retained sample (verification of original assay). Information is reported to customer, customer may choose to continue the process as below:
  - ii. Company provides retained sample to customer, or agreed upon 3<sup>rd</sup> party laboratory.
    - 1. Customer or agreed upon 3<sup>rd</sup> party laboratory generates assay
    - 2. Customer and service provider exchange assay.
    - 3. Settlement options include:
      - a. Both parties agree to split difference per the splitting limits identified per mutual agreement. Should the exchanged assays differ by amounts equal to or less than the splitting limits set forth, the basis for the final settlement shall be the average of the two assays.
      - b. Both parties do not agree to split difference and go to umpire (see umpire policy below) or mutually agreed upon settlement.

**2. Customer Chooses to Have Representation and Obtain Sample**

- a. Customer, and umpire samples are taken from the original material lot.
  - i. Customer generates assay from sample
  - ii. Company generates assay from sample
  - iii. Retention Sample 1 (for Umpire if required)
- b. Customer and Company simultaneously exchange assay prior to settlement.
  - i. If discrepancy, the following options are available:
    - a. Both parties agree to split difference per the splitting limits identified below. Should the exchanged assays differ by amounts equal to or less than the splitting limits set forth, the basis for the final settlement shall be the average of the two assays.
    - b. Both parties do not agree to split difference and go to umpire (see umpire policy below) or mutually agreed upon settlement.

Assay Exchange Policy:

- A) To determine the recoverable metals in each shipment of materials, Company shall assay samples in accordance with Company's standard assay procedures in effect which may from time to time be subject to change without notice. Upon written request of Customer made not later than the day prior to the date of delivery of the material at Company's premises, Company will permit customer to have split assay samples of the materials. At the same time, a sealed umpire sample shall be obtained. Exchange of assays shall be made in person or via telephone with Customer, with Customer providing assay first, on the first shipment, and on a rotating basis on subsequent shipments. Exchange of assays must occur no later than 10 working days after Customer receipt of split assay samples. In the event Customer fails to complete assay exchange within the time limits required by Company and in accordance with the standard assay procedures defined in the paragraph above, the determination of the recoverable metals by Company shall be final and binding to Customer and shall be deemed to be a waiver by Customer of any claim it may have against Company, by reason of a dispute as to the precious metal content of each shipment or the results of assaying the materials, and thereafter such results of assaying shall be used for settlement purposes and shall be binding upon Customer. Company will automatically deduct the split sample and umpire reserve weight from net dry settlement weight.
- B) The following splitting percentages will be used per precious metal class:
- |        |              |
|--------|--------------|
| Silver | 0.3 weight % |
| Gold   | 0.2 weight % |
| PGM    | 0.2 weight % |
- C) Upon exchange of assays, if the difference between the assays is less than the above weight percent, the average of the two respective assays shall be used for settlement purposes and shall be binding upon Customer. In the event the difference between the assays is greater than the weight percent above, Company shall provide an umpire (from Company's list of umpires acceptable to Company) with access to the samples at a time, date and place selected by Company. The determination of recoverable metals shall be made by Company in accordance with Company's standard assay, assay exchange, splitting limits and final assay procedures from time to time in effect and subject to change without notice. Company will automatically deduct the umpire reserve sample weight from net dry settlement weight. Subject to paragraph D hereafter, Umpire determination of recoverable metals shall be used for settlement purposes and shall be binding upon Customer. Company's standard assay, assay exchange, splitting limits, homogeneity procedures, homogeneity evaluations and final assay procedures, including a list of umpires acceptable to Company and the time limits within which such procedures must be completed, are subject to change without notice.
- D) The cost of assay of the umpire reserve samples shall be borne by the party whose assay difference from the umpire assay is greatest. In the event the assay difference of both parties is the same, the cost shall be equally shared by both parties. Any assay cost to be borne by Customer shall be automatically deducted from settlement by Company.
- E) If customer does not give notice of its election to assay the samples pursuant to paragraph A above, or after having given notice, if Customer fails to have its assay procedures completed within the time limits required by Company, and in accordance with the standard assay procedures as defined by paragraph A above, the determination of recoverable metals by company, made pursuant to paragraph A above shall be final and binding to Customer and shall be a waiver by Customer by any claim it may have against Company by a reason of a dispute as to the precious metal content of each shipment or the results of assaying the materials, and thereafter such results of assaying shall be used for settlement purposes and shall be binding upon Customer.
- F) In its sole discretion, Company shall have the right to request subsequent samplings. In such a case. The first assay procedure shall not be binding and the procedure defined hereinafter, shall apply to the subsequent samplings.
- For gold and PGM, discrepancies with a value below \$5,000, both parties agree to split the difference (mean value of the two assays). For silver that value is \$1000.
- For discrepancies which exceed the dollar limit above, both parties agree to go to umpire for dispute resolution (see procedure above), or mutual consent The dollar values may change from time to time based on the market price variation of specific precious metals.

Umpire Policy:

The independent service (Umpire) provider shall be mutually agreed upon from the list of approved service providers set forth below. If the parties are unable to agree upon the service provider, then the independent service provider will be chosen randomly.

- Umpire sample assay falls between Customer (or agreed upon customer 3rd party laboratory) and Company assay, final settlement shall be based upon the average of the closest two assays.
- If the umpire assay is equidistance from Customer and Company, final settlement shall be based upon the umpire assay alone.
- If the umpire assay is outside the range of the Customer and the Company, the final settlement shall be based on the middle assay alone.

The cost of the umpire procedure shall be paid by the party whose assay is farthest away from the umpire. If the umpire assay is equidistant, the parties shall evenly share the cost.

**3<sup>rd</sup> Party Approved Laboratories**

Alfred H. Knight International Ltd. Sheills Metallurgical Laboratory

Inspectorate America Inc.

SGS Lakefield Research Ltd. Ledoux & Co



**Deleterious Elements Limits and Charges Policy**

**SILVER BEARING MATERIALS - DELETERIOUS ELEMENTS: FREE LIMITS AND PENALTY CHARGES**

Element	Free Limit (%)	Free Limit (PPM)	Charge per toz	Maximum Allowable (Rejection %)	Maximum Allowable (Rejection PPM)
Arsenic (As)	0.010%	100	\$0.08	0.050%	500
Beryllium (Be)	0.005%	50	\$0.08	0.020%	200
Bismuth (Bi)	0.013%	125	\$0.18	0.020%	200
Cadmium (Cd)	0.020%	200	\$0.08	0.200%	2000
Chromium (Cr)	0.500%	5000	\$0.08	1.000%	10000
Mercury (Hg)	0.000%	0	\$0.40	0.000%	0
Lead (Pb)	0.200%	2000	\$0.08	0.800%	8000
Antimony (Sb)	0.150%	1500	\$0.18	0.500%	5000
Selenium (Se)	0.005%	50	\$0.18	0.010%	100
Tin (Sn)	0.100%	1000	\$0.18	5.000%	50000
Tellurium (Te)	0.005%	50	\$0.18	0.010%	100

**GOLD OR PGM BEARING MATERIALS - DELETERIOUS ELEMENTS: FREE LIMITS AND PENALTY CHARGES**

Element	Free Limit (%)	Free Limit (PPM)	Charge per toz	Maximum Allowable (Rejection %)	Max Allowable (PPM)
Arsenic (As)	0.000%	2	\$0.23	0.000%	4
Barium (Ba)	0.005%	50	\$0.23	0.010%	100
Beryllium (Be)	0.005%	50	\$0.23	0.010%	100
Cadmium (Cd)	0.000%	0	\$2.51	0.000%	0
Mercury (Hg)	0.000%	0	\$2.51	0.000%	0
Lead (Pb)	0.005%	50	\$1.79	0.010%	100
Selenium (Se)	0.002%	20	\$1.79	0.100%	1000
Tellurium (Te)	0.001%	10	\$1.79	0.010%	100

Customer acknowledges that the above list of Deleterious Elements may change from time to time depending on regulatory and safety determinations made by Company, and Company shall provide reasonable notice to Customer of any such changes. Company reserves the right to return any unprocessed balance of material to customer, or, Materion may offer to finish processing the material at an additional refining charge.

Metal availability dates for materials exceeding the free limit will be extended by an additional 20 business days.

Material exceeding these limits may be accepted at Materion's sole discretion, each being evaluated for acceptance on a case by case basis. Those Materials accepted for refining where impurity limits are exceeded without Materion Corp's. prior knowledge and approval will always carry additional refining charges. Where material has not been refined prior to Materion Corp. becoming aware of impurity limits being exceeded, Materion Corp. reserves the right to return the material to customer at customer's expense.