

## 1. Definitions

1.1 In these Conditions the following expressions shall have the following meanings;

<b>“Conditions”</b>	means the terms and conditions set out in this document (as amended by Rivimetal and notified to the Buyer from time to time).
<b>“Contract”</b>	means the contract between Rivimetal and the Buyer for the sale and purchase of the Goods in accordance with these Conditions, the quotation and any technical or commercial specifications or terms and conditions expressly agreed to by the Rivimetal in writing.
<b>“Buyer”</b>	The party contracting with Rivimetal for the purchase of the Goods.
<b>“Goods”</b>	means all and every item of Goods or part thereof supplied by Rivimetal and where relevant includes any work carried out by the Rivimetal on items supplied by the Buyer.
<b>“Rivimetal”</b>	means RIVIMETAL SA (registered in Greece with tax registration number EL 094072413), 23rd km Markopoulou Kalivion, Markopoulo Attikis P.C.19003 P.B. 28.

1.2 In addition to the specific meanings of the words detailed above, the following rules apply to the general construction of these Conditions:

1.3 Any phrase introduced by the terms including or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.4 A reference to writing or written includes faxes and/or e-mails.

## 2. Application of these conditions

2.1 All quotations are made and all orders are accepted subject to these Conditions. All other terms, conditions or warranties whatsoever are excluded from the Contract or any variation thereof unless expressly accepted by Rivimetal in writing (order acknowledgements do not constitute such acceptance).

2.2 In no circumstances will any conditions of purchase submitted at any time by the Buyer be applied to this Contract and any failure by Rivimetal to challenge any such conditions of purchase does not imply acceptance. Acceptance by the Buyer of delivery of the Goods shall be deemed to constitute unqualified acceptance of these Conditions.

2.3 The Contract constitutes the entire agreement between the parties. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Rivimetal which is not set out in the Contract.

## 3. Tooling

3.1 Buyer will buy, and Rivimetal will manufacture, source and sell, as applicable, the tooling and dies (each is “Tooling”), jigs

and fixtures ordered by Buyer for use in manufacturing the samples and castings ordered hereunder.

3.2 Tooling and fixtures purchased from Rivimetal will be used exclusively for the Buyer for whom they were made; shall remain in Rivimetal’s possession and control; and will be held without charge for use solely for Buyer’s benefit.

3.3 All tooling, that are in their nominal tool lifetime (expressed in shots performed), shall remain in Rivimetal’s possession and control, and when, for three (3) consecutive years no orders are received for castings to be made from such dies, they will be considered obsolete and may be destroyed, or returned to the Buyer at its expense, or be maintained in Rivimetal’s warehouse for a an agreed at the time fee, after giving 30 days written notice thereof to the Buyer, at the last known email address.

3.4 Tooling that are obsolete - reached their end of life (expressed in shots performed) – may be kept in Rivimetal warehouse for free for a maximum period of six months. Following that period, the tooling may be destroyed or returned to the Buyer at its expense, or remain to Rivimetal’s warehouse for a fee to be agreed, after giving 30 days written notice thereof to the Buyer, at the Buyer’s last known email address.

3.5 It is agreed that Rivimetal as sole custodian of the tooling will not use it to produce castings for any other purpose other than for the Buyer’s requirements, unless a written consent has been given by the Buyer.

## 4. Tooling Maintenance, Repair and Replacement

4.1 All setup and normal die maintenance costs are paid for by Rivimetal and include the following: cleaning, polishing, and lubricating of dies prior to each production run; replacement of ejector pins, small cores and trim die punches; and sharpening of trim die cutting segments.

4.2 Repairs and modifications to dies by the Buyer’s orders will be made at the expense of the Buyer.

4.3 If not otherwise explicitly expressed in the quotation, repair or replacement for wear associated with typical production including breakages to tooling or inserts will be quoted to the Buyer as necessary and work will be performed following Buyer’s purchase orders as appropriate. Part quality, features or dimensions affected by such wear (including warranty responsibility) are deemed acceptable by the Buyer, if such required tool work is not purchased and performed.

4.4 Rivimetal may undertake any maintenance or repair without first seeking Buyer’s approval, if doing so is reasonably necessary to prevent a supply disruption or other substantial harm.

## 5 First Article Samples (T1)

5.1 Samples (5-10) from new dies will be submitted for approval before proceeding with the release of the die for delivery to production.

5.2 Castings delivered from a preproduction run shall be considered to be dimensionally and otherwise compliant with the 3D model and specifications. Deviations, if any, shall be construed and considered to have been waived upon receipt of a notification of release for production or a production order.

5.3 Preproduction castings shall, expressly, not constitute a "sample". Such castings are submitted for consideration by the "Buyer" as an acceptable product for die release purposes and prior to wear and depreciation due to normal production running operations. In the absence of written approval, acceptance of initial production run shall constitute approval.

## 6. Engineering and Design Disclaimer

6.1 Rivimetal's engineering team, without charge, may suggest modifications, changes in design, etc., in an effort to better serve customer and serial production requirements. Engineering and design suggestions are made in the best interest of all concerned, but all responsibility for their acceptance and use lies entirely with the Buyer.

## 7. Design Changes

It is the responsibility of the Buyer to notify Rivimetal in writing specifically of any part design or specification changes prior to each production order release. Any changes in drawings, materials or design of tools, parts, castings or other items which affect costs will call for re-pricing and, if work has been started, Buyer will promptly reimburse Rivimetal for work already preformed.

## 8. Castings

8.1 Buyer will buy, and Rivimetal will manufacture and sell, using the Tooling where appropriate, the castings (each a "Casting") ordered by Buyer in accordance with the specifications.

8.2 The specifications may include the part prints agreed upon by the parties and the quality criteria agreed upon by the parties for the Castings. Buyer grants Rivimetal the right to use the specifications for the purposes set forth herein.

## 9. Production Samples (T2)

9.1 For ordered Castings, Rivimetal will submit (2-5) sample Castings per cavity ("Samples") from the initial production run using the Tooling in accordance with the specifications for Buyer's testing.

9.2 Rejection by Buyer of the submitted Samples may be based only upon failure of the Samples to conform to the specifications; in the event of any such rejection, Rivimetal, without incurring any liability on its part, will be allowed a reasonable time to review and recast and resubmit conforming Samples.

## 10. Inspection of Casting

10.1 Buyer must inspect delivered Castings and report claims for any damages or shortages in writing within five (5) days of delivery; otherwise, the Castings shall be deemed irrevocably accepted and such claims shall be deemed waived, except as provided in Section 5.

## 11. Rivimetal's sole warranties to the Buyer are:

11.1 Rivimetal warrants to Buyer that the Castings will conform to the applicable Samples (T2) and specifications/acceptance criteria upon delivery.

11.2 Any claims for breach of the foregoing warranty shall only be valid if Buyer makes such claim within three (3) months of the date of shipment of the Casting to which the claim relates, by notifying Rivimetal's Quality Department in writing (stating the breach of warranty) and obtaining a

return material authorization ("RMA") number for the return of the Castings.

11.3 Rivimetal does not warrant that the supplies will be merchantable or fit for their intended purpose.

11.4 Rivimetal does not warrant and is not responsible for the design of the products.

11.5 Rivimetal's limited warranty excludes remedy for damage or defect caused by abuse; failure to resist corrosion or erosion from any corrosive agent or fluid or due to deposits of foreign material from any fluid; modifications not executed by Rivimetal; improper installation or operation; defects or failures arising out of, or in any way related to, or as a result, either direct or indirect, of the Buyer's failure to properly advise Rivimetal of all normal and special operating conditions, known to or suspected by the Buyer, when Rivimetal is manufacturing the product for a specific operation; or normal wear and tear under normal usage.

11.6 Buyer's exclusive remedy and Rivimetal's sole liability for any breach of the foregoing warranty shall be for Rivimetal, at Rivimetal's sole option, to repair/rework or replace the nonconforming Casting, or refund to Buyer the purchase price paid by Buyer for the nonconforming Casting.

11.7 The warranty service shall be performed at Rivimetal's plant. In order to receive the warranty service, Buyer must return the nonconforming Casting within thirty (30) days of notification of the claim from Buyer hereunder. If Rivimetal determines that the original Castings were not nonconforming, Buyer shall reimburse Rivimetal for all costs of handling, transportation and repairs at Rivimetal's standing rates.

11.8 Any repair or attempt to repair Castings by anyone other than an authorized representative of Rivimetal automatically voids any warranty on those Castings.

## 12. Delivery

12.1 Packing and Shipment. The form of packaging, including labeling and hazardous materials instructions and any other special requirements, the method of transportation, and the type and number of packing slips and other documents to be provided with each shipment, shall be as provided in the Contract; or if not in the Contract, in accordance with sound die casting practices. Unless packaging cost is expressly included in the price, Buyer is responsible for the cost of returnable packaging or other non-customary forms of packaging required by the Buyer. Buyer will be responsible for cleaning and the cost for returning the returnable packaging. If returnable packaging is not available, Rivimetal may use expendable packaging and Buyer will reimburse Rivimetal for the reasonable costs of expendable packaging.

12.2 Delivery Schedules. Rivimetal will deliver products in accordance with the Contract terms. Unless otherwise stated in the Contract, products will be delivered Ex-Works (as defined in the edition of "Incoterms" in force at the date of the Buyer's order). Any delivery related charges in connection with postponement or cancellation of delivery are the responsibility of the Buyer. Buyer will also be responsible for additional costs of expedited or other special transportation that Buyer may require as a result of

changes to its releases or delivery schedules or for other reasons not caused by Rivimetal.

- 12.3 The Buyer shall be obliged to take delivery of the Goods within the agreed lead time between the parties. Where the Buyer requests and Rivimetal agrees to postpone delivery, or where delivery is otherwise postponed without default by Rivimetal, the Buyer shall pay upon demand all reasonable costs and expenses including reasonable storage and transport costs.
- 12.4 In addition to Condition 12.3, Rivimetal has the right to fully charge the Goods in case of order cancelation and any subsequent costs including storage and transport costs.
- 12.5 The Buyer shall pay for the Goods in accordance with these Conditions as if the same had been delivered on the due date but for any postponement at the request of or due to the default of the Buyer.

### 13. Price and Payment Terms

- 13.1 Prices quoted are for the supply of Goods to a pre-agreed specification.
- 13.2 Rivimetal shall be entitled at any time on written notice to make a reasonable adjustment to the price in the event of any alteration in quantity and design or specification (as per clause 7) requested by the Buyer.
- 13.3 If the Buyer wish Rivimetal to sell parts and/or assemblies to a subcontractor of Buyer's choosing, the Buyer must agree to be financially responsible for that subcontractor.
- 13.4 When placing an RFQ, the price quoted shall include metal cost based on the current metal price from our supplier and the basis of LME (London Metal Exchange) price at the day of the quotation. Rivimetal reserves the right at the end of each month, prior to delivery and on written notice to increase the price considering: i) the raw material pricing levels of LME and the current metal price from Rivimetal's supplier, ii) or if there is any other increase in the cost of materials, labor, transport, utilities, foreign currency fluctuation, currency regulation or alteration of duties iii) or if the costs of Rivimetal are increased by any other factor beyond its reasonable control.
- 13.5 Unless otherwise agreed with the Buyer, Rivimetal shall be entitled to submit its invoice when the Goods are delivered or at any time thereafter. Unless otherwise agreed with the Buyer, payment in full (without any deduction by way of set off or abatement or counter claim) shall be due as per following payment schedule:
- New Tooling Invoices
    - 40% due with the Buyer's Purchase Order,
    - 40% due upon tooling completion and approval of T1 samples,
    - 20% due upon First Article Approval (T2) and prior to any production run.
    - All New Tooling invoices are due on receipt.
  - Tooling Invoices (other than new) – Net 30 days.
  - Production invoices – Net 30 days.

In the event of late payment Rivimetal shall (without prejudice to its other remedies) be entitled to suspend without notice all further deliveries on any Contracts between the Rivimetal and the Buyer.

13.6 Rivimetal reserves the right to recover from the Buyer all expenses reasonably incurred by Rivimetal in the collection of any overdue sums.

13.7 Late delivery of an instalment of Goods by Rivimetal does not entitle the Buyer to refuse to pay for that instalment or future instalments or to cancel future instalments.

### 14 Possessory Lien

14.1 Rivimetal shall have a possessory lien against goods as security for the failure of the Buyer to pay any balance due Rivimetal for invoiced goods.

### 15 Force Majeure

15.1 Rivimetal shall not be liable for failure to deliver or delays in delivery or manufacture occasioned by causes beyond the reasonable control of Rivimetal including, but not limited to, strikes, labor slowdowns, lockouts, fires, floods, riots, thefts, accidents, embargoes, pandemic, import or export limitations, war or other outbreak of hostilities, terrorist activity, sabotage, riot, insurrection, civil disobedience or disturbance, acts of God, acts of the public enemy, unusually severe weather, inability to obtain shipping space, machinery breakdowns, delay of carriers, interruptions or failures of transportation, utilities, computers or communications, delay in obtaining or inability to obtain sufficient labor, materials, supplies or services, and any action by or law or regulation of any government or agency. In the event of any such delay, (a) the time for performance shall be reasonably extended, (b) Rivimetal and Buyer shall take reasonable steps to reestablish the timetable set out in the Contract, and (c) an adjustment shall be made for additional costs to Rivimetal.

### 16 General

- 16.1 The Conditions may only be modified or provisions waived by a writing signed by both parties.
- 16.2 Rivimetal may subcontract any of its obligations hereunder. If Buyer requires Rivimetal to subcontract all or a portion of its duties or obligations under the Contract to a designated subcontractor, Rivimetal will not be responsible for a breach of the Contract caused by that subcontractor's failure to meet its warranty, delivery or other contractual obligations.
- 16.3 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. If any invalid, unenforceable or illegal provision of the Contract is valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 16.4 Unless otherwise agreed in writing, the Contract, these Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, Greek law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of Athens (Greece).