

GENERAL TERMS AND CONDITIONS OF SALE FOR NGI TRADING SA hereafter called 'the seller'

1. APPLICATION

1.1 These General Terms and Conditions of Sale govern all relations between the seller and the purchaser and set out the general terms and conditions upon which the seller will deliver goods to the purchaser.

1.2 Accordingly, all other terms and conditions, whether expressed or implied by law, documents, invoices and the like, are hereby expressly excluded and the purchaser waives his right to rely on any provision to the contrary included in his own terms and conditions or any other document exchanged with the seller prior to placing an order. These conditions supersede any and all other terms and conditions referred to or agreed before and related to the purchase of the same goods.

2. ORDER AND MODIFICATION

2.1 Any order, as well as any modification to it, given in writing or verbally by the purchaser to the seller will become binding only once confirmed in writing (by post, fax or email) by a legal representative of the seller and will specify, if applicable, among other things the nature, quantity and description of the goods, the agreed price, the payment terms, the delivery terms, the place and date of delivery or collection, the invoicing address, and the required securities.

If a security is requested by the seller in the confirmation letter, orders shall only become binding and can only be put into execution if the required securities (letter of credit, bank guarantee, delcredere-cover, or other), have been provided within the term indicated in the confirmation letter.

2.2 A request to modify or cancel an order will be entertained only if received in writing (by post or fax) by the seller within three (3) working days from the date of acceptance of the order by the seller. The duly receiving of a modification/cancellation to an order does not imply that the seller is obliged to accept the meant modification/cancellation, and the seller remains free to consider its acceptance at its sole discretion.

2.3 If a request to modify or cancel the order is not accepted by the seller, delivery of the goods must be accepted, moneys paid in advance will not be returned, and the amount of any balance will be due.

3. DELIVERY

3.1 Terms

Delivery shall be made in accordance with the terms of delivery specified in the order confirmation sent by the seller and subject to the Incoterms rules in force at the time of sale.

Should the purchaser fail to call and/or collect the goods at the agreed date, the seller reserves the right (i) after giving written notice to cancel the sale and resell the goods, or (ii) to compel the purchaser by any legal means to take delivery. In each case all additional (storage) costs shall be borne by the purchaser. In the event the seller decides to cancel the sale, the seller will, amongst other damages, be entitled to the difference in price obtained in the event of resale to another party plus the costs related to such resale and interest.

3.2 Times

Delivery times are estimates only and not binding. Late deliveries shall not create an entitlement to damages, hold-back, or cancellation of orders in progress.

3.3 DELIVERY

Delivery from third-party warehouses shall be deemed completed upon warehouse release.

All risks and costs thereafter shall pass to the purchaser.

4. PRICE

4.1 The conditions for determining the selling price of goods are defined in the order as confirmed by the seller.

4.2 Only the weights and quantities shown on the shipping documents (delivery note, consignment note, bill of lading, etc.) will be taken into account in raising invoices for all sales regardless of the destination. Prices are in the currency stipulated in the written confirmation. Prices are net of taxes, excluding customs duties, insurance, postage, and packaging.

4.3 Prices and tenders by the seller are approximate and not binding. The seller may change them at any time until acceptance of the order. After acceptance, the seller may still revise or adjust the price in accordance with the law of 30 March 1976 (article 57), based on real cost parameters, up to a maximum of 80% of the final determined price.

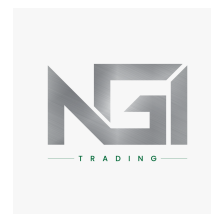
4.4 All invoices are payable at the registered office of the seller, net and without discount.

4.5 In case of price per content (e.g., USD/kg Mo content), $\pm 0.5\%$ variation from declared content is acceptable. Differences above this may be claimed by either party, subject to third-party umpire analysis.

5. LATE OR NON-PAYMENT

5.1 In case of late payment, the seller may suspend outstanding orders and obligations.

5.2 Any amount not paid by the due date shall automatically incur interest at the legal rate + 4%, plus a 10% penalty (min. €500).



5.3 Every delay entitles the seller to declare all current sales cancelled, postponed, or payable immediately. The seller may retrieve goods already delivered.

5.4 The purchaser must reimburse all legal and recovery costs.

6. QUANTITIES DELIVERED

Unless otherwise agreed, $\pm 10\%$ variation from the order is tolerated. Invoiced amounts correspond to quantities actually delivered.

7. ACCEPTANCE – CONTROL

7.1 The purchaser must inspect goods upon receipt and keep them separate for identification. Quantity discrepancies must be notified within 24 hours; defects or non-conformities within 7 working days with supporting certificates from recognized inspectors.

7.2 The purchaser shall notify any quantity discrepancies in writing within twenty-four (24) hours from receipt of the goods.

7.3 Any claim for quality defects or non-conformity must be notified in writing within seven (7) working days from receipt of the goods.

7.4 All claims must be supported by appropriate evidence, including certificates issued by an internationally recognized independent inspection company.

7.5 In case of dispute, sampling and analysis shall be carried out by an independent internationally recognized inspector. The results of such analysis shall be final and binding on both parties.

7.6 The costs of inspection and analysis shall be borne by the unsuccessful party.

7.7 Failure to notify within the above time limits shall be deemed as unconditional acceptance of the goods.

8. RETENTION OF TITLE

8.1 Title remains with the seller until full payment.

8.2 Goods may not be pledged or sold before payment.

8.3 If payment is not made, goods must be returned, and seller may access purchaser's depots.

8.4 If goods are processed, the seller acquires title to the new goods without liability to third parties.

9. PASSING OF RISK

Risk passes to the purchaser upon hand-over to the carrier per Incoterms.

10. LABELLING

Purchaser must preserve labels until goods are used.

11. WARRANTY

11.1 Goods are industrial-grade; purchaser must verify suitability.

11.2 Seller is not liable for misuse, negligent use, or improper handling.

11.3 Seller's liability is limited to the price of conforming goods; no consequential damages.

12. NOTICES

12.1 Notices must be sent via registered mail (with prior fax/email) to:

NGI Trading SA, Via Delle scuole 3B, 6900 Paradiso, Switzerland – info@ngi-trading.com

12.2 Notices from seller may be e-mail or mailed to purchaser's registered office.

12.3 Registered letters are deemed received within 3 working days.

12.4 Changes of contact details must be promptly communicated.

13. GOVERNING LAW AND COMPETENT COURTS

Swiss law applies. Courts of Ticino have exclusive jurisdiction.

The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

14. GENERAL PROVISIONS

14.1 Failure to enforce a clause is not a waiver.

14.2 Invalid clauses do not affect the remainder.

14.3 Seller may modify these GTCS at any time.

15. COMPLIANCE

Both parties warrant and undertake that they, their affiliates, directors, officers, employees, agents or representatives:

a. Comply and will comply with all applicable laws, including sanctions, anti-bribery/anti-corruption, export controls, anti-money laundering and tax laws.

b. Have not and will not offer, promise, authorize, or provide advantages in breach of applicable anti-corruption laws.

16. EXPORT CONTROLS, SANCTIONS, END-USE AND END-USER CLAUSES

16.1 Dual-Use Classification

Unless expressly stated, goods are not dual-use. If an export license becomes required, shipment is conditional upon approvals.

16.2 End-User Declaration

Buyer must provide a full End-User and Final-Use Declaration, including:

NGI Trading SA
Via delle Scuole, 3B
6900 Paradiso – CH
VAT: CHE-372.703.852
www.ngi-trading.com
info@ngi-trading.com
LEI: 506700K2M131393AUL62



Legal name and address of end user, Civil/industrial use only, No military/weapon-related use

16.3 End-Use Restrictions

Buyer warrants goods will not be used for:

Military purposes, Nuclear, chemical or biological weapons, Sanction-prohibited activities

16.4 No Re-Export to Sanctioned Jurisdictions

Goods may not be resold, transferred, or diverted to:

Russia, Belarus, Iran, North Korea, Syria, or other sanctioned jurisdictions

Any sanctioned individuals/entities (OFAC, SECO, EU, UN, UK lists)

16.5 Sanctions Compliance Representation

Buyer and related persons are not sanctioned and will not transact with sanctioned third parties.

16.6 Banking Compliance (CAD)

Buyer agrees to provide all documents required by the Seller's bank (including End-User declarations).

16.7 Liability for Accuracy

Buyer is fully responsible for the accuracy of all information provided and shall indemnify the Seller for any loss or penalty due to inaccurate/false declarations.

16.8 Right to Suspend / Terminate

Seller may suspend or terminate any sale if compliance risks arise or documentation is not provided.

16.9 REACH

Responsibilities under REACH depend on the role of the parties in each transaction.

Where the Seller acts as importer and uses its own registrations, it shall comply with applicable registration obligations.

In all cases, the Buyer remains responsible for the use of the goods and compliance with applicable regulations.

17. NO RUSSIA CLAUSE

Buyer warrants that no goods will be exported, re-exported, transferred or supplied — directly or indirectly — to Russia or for use in Russia. Any breach constitutes material breach allowing immediate termination.

18. NO SANCTIONED PARTIES CLAUSE

Buyer warrants it is not sanctioned and will not resell goods to sanctioned parties or entities controlled by sanctioned parties.

19. COOPERATION AND AUDIT RIGHTS

Buyer shall cooperate with Seller and authorities in compliance checks and provide documentation as reasonably required.

20. LIST OF INTERNATIONALLY RECOGNIZED SAMPLING ORGANIZATIONS

Stockpile Surveying and Protection BV

A.H. Knight BV

Inspectorate BV

SGS

EWV