



Johnson Matthey

Precious Metal Refining

2001 Nolte Dr, West Deptford, NJ 08066

Tel. 856-384-7000 Fax 856-348-7282

www.jmrefining.com

STANDARD REFINING CONDITIONS

(until further notice)

ALL ORDERS ARE ACCEPTED SUBJECT TO OUR STANDARD REFINING CONDITIONS A COPY OF WHICH IS REPRODUCED BELOW

Any contract for refining services to be provided to the "Customer" identified in such contract, on any applicable Johnson Matthey Inc. quotation (the "Quotation") or on Johnson Matthey Inc. letterhead is expressly and exclusively limited to the terms and conditions of such contract or Quotation and the standard refining terms and conditions set out below (collectively the "Refining Terms"). Johnson Matthey Inc. ("Refiner") hereby objects to, rejects and is not bound by any term or condition of Customer's purchase orders or acknowledgement forms or similar documents (the "Customer's Forms") which may be in addition to or at variance with the Refining Terms. Refiner's failure to object to provisions contained in Customer's Forms shall not be deemed a waiver of the Refining Terms. Any terms and conditions in the Customer's Forms which do not conform to the Refining Terms will not be deemed accepted by Refiner unless such acceptance is specific and is noted in a writing signed by an authorized officer of Refiner. No modifications of or additions to the Refining Terms will be recognized by Refiner unless specifically agreed to in writing and signed by an authorized officer of Refiner.

All material shall be accompanied by a delivery document giving the number of containers, gross, tare, and net weight of each container with a description of the contents of the container and the estimated precious and base metals content by element.

In the case of material that may contain deleterious, hazardous or carcinogenic elements, Customer shall promptly furnish to Refiner prior to delivery at Refiner's facility (i) a list of all such elements, (ii) the quantity of all such elements, (iii) sufficient warnings and handling instructions (including appropriate labels on containers and packing) sufficient to adequately advise Refiner and its employees of care and precaution that will best prevent bodily injury or property damage in the handling, transportation, processing, refining, use or disposal of the material.

1. PACKING AND LABELING

Cost of packing material and containers shall be for the account of Customer and shall be non-returnable. Customer shall not deliver materials containing carcinogenic substances to Refiner without first notifying Refiner and receiving its prior written approval. Refiner shall have the option to accept or

reject deleterious, hazardous or toxic material or to impose special handling charges for such material. Customer shall insure that all material, particularly material of a hazardous or toxic nature is packaged, labelled, transported and delivered to Refiner in accordance with all applicable federal, state and local rules, regulations, tariffs, ordinances and statutes and shall supply to Refiner appropriate and complete material safety data sheets (MSDS).

2. DETERIOUS MATERIALS

Materials containing the following elements above the specified levels may cause damage to Refiner's refining process or be environmentally hazardous and will not be accepted for refining purposes without Refiner's prior written approval:

Sn 5%	Hg Trace
Pb 2%	Cd Trace
	Br Trace
Ni 10% in dry residues, 50% in melt	Zn 5% can be higher in rich residues greater than 10% PGM
Bi 2%	Na 2%, can be higher in rich residues greater than 10% PGM
Te 400 ppm	W 5%, must be considered on individual basis
Se 400 ppm	Mo 5%, must be considered on individual basis
Sb 400 ppm	Cyanide None
As 400 ppm	Radioactive elements None
Be None	

All costs and liabilities arising out of or related to improperly classified material or failure of Customer to identify material on the deleterious elements list shall be for the Customer's account.

3. PRECIOUS METALS CREDIT

Customer must obtain, prior to delivery of material, a Quotation or other written agreement of Refiner as to Which precious metals in the material are to be analyzed and refined and the percent of such metals to be credited to Customer ("Metal Credit"). Absent such Quotation or other agreement, Metal Credit shall be determined by Refiner. Refiner's obligation to customer shall be limited to the Metal Credit. Unless otherwise agreed, material containing the following elements below the specified levels will not be credited.

Platinum	0.05%
Palladium	0.05%
Rhodium	0.10%

4. DELIVERY

Unless otherwise agreed, Customer shall deliver, at its



Johnson Matthey

Precious Metal Refining

2001 Nolte Dr, West Deptford, NJ 08066

Tel. 856-384-7000 Fax 856-348-7282

www.jmrefining.com

cost, all material to be refined to Refiner's refinery at West Deptford, New Jersey. Customer shall bear the expense of freight, insurance, taxes, duties and other fees or charges associated with the transportation or delivery of the material to the refinery and shall bear the risk of loss and cost of insurance of the material during transit. Where Refiner determines material delivered does not conform to Customer's description of material, Refiner reserves the right to cancel the agreement or alter the Quotation. If the agreement is cancelled, all costs incurred shall be borne by Customer. Refiner's acknowledgement of delivery on carrier's shipping form shall not constitute agreement as to the description, weight or composition of the material described nor acceptance of material. The material shall remain at Customer's risk of loss until completion of unloading at the refinery in the presence of Refiner's duly authorized agent.

5. WEIGHING AND SAMPLING

All materials will be weighed for gross weight upon receipt and Refiner shall acknowledge receipt of each shipment of material within a reasonable period of time following delivery at the refinery. Material which does not agree with Customer's advised weight or there is a discrepancy in the number of containers or significant damage to packing or seals, shall be put on hold in quarantine and Customer shall be notified. Quarantined material shall be held by Refiner at Customer's sole risk and expense. If, on quarantining, risk has already passed to Refiner, risk will immediately revert to Customer without further notice. Quarantined material will not be processed or released into the refining circuit. Any delay caused by any quarantine period will have a corresponding effect on the lead time and settlement date. Refiner will notify Customer as soon as reasonably practicable regarding quarantined material. Customer is responsible for making any insurance claim under its insurance. If material's gross weight reasonably agrees with Customer's advised weight within typical industry tolerance or if Customer has not provided an advised weight, Refiner shall proceed with processing Customer's material. All materials shall thereafter be weighed and sampled according to Refiner's current standard procedures (available by contacting Customer Service, telephone (856) 384-7000). Customer shall be entitled, at its expense, to be represented at the weighing and sampling by a representative approved by Refiner. A Customer requiring representation shall notify Refiner to that effect in writing prior to delivery of the material, which notice shall include the name, address and job description of the Customer's proposed representative. Customer's representative shall

conform to all of Refiner's rules and procedures while on the refinery premises. Customer shall defend, indemnify and hold harmless Refiner and its officers, directors, employees, representatives or agents, against all claims, liabilities, losses, damages and expenses, resulting from the representative's presence on Refiner's premises, whether or not such claims, liabilities, losses, damages and expenses were in any way caused by the actions or negligence of Refiner, except for willful misconduct of Refiner, its employees, representatives, subcontractors or agents. In the absence of such notification, or if the Customer's representative so approved is not present at the appointed time, Refiner shall be entitled to assume that the Customer does not wish to be represented and Refiner may proceed to weigh and sample in the Customer's absence. Customer's representative shall be responsible to insure he has received weighing and sampling documentation normally available to a customer at the conclusion of the proceedings. Unless written instructions to the contrary are received from the Customer or its representative prior to or at the time of delivery of material to the refinery, Refiner shall be entitled to release the material for processing. Where such instructions are received or where Customer's representative is dissatisfied with the sampling procedure, Customer shall be entitled to have the material resampled and assayed at its own expense provided such instructions are given to Refiner immediately upon the conclusion of the sampling process. Once released, the material shall enter the bulk refining process and lose its specific identity, becoming commingled with other materials. Slag and extraneous matter will either be refined or disposed of by Refiner at Customer's expense or shipped to Customer or such other destination specified by Customer at Customer's expense.

6. CUSTOMER WARRANTY

Customer represents and warrants that it has all right, title and interest in the material free of all liens and shall defend, indemnify and hold Refiner harmless from any and all claims, suits, judgments or damages based upon a claim by third parties to the contrary. Customer further represents and warrants the completeness and accuracy of the contents of its documentation and that the material, unless otherwise noted in writing to Refiner, does not contain carcinogenic, hazardous, toxic, explosive, flammable radioactive or deleterious materials and that the Material Safety Data Sheets provided with this documentation or with a prior delivery of similar material are current and applicable to this order and



Johnson Matthey

Precious Metal Refining

2001 Nolte Dr, West Deptford, NJ 08066

Tel. 856-384-7000 Fax 856-348-7282

www.jmrefining.com

Customer agrees to defend, indemnify and hold Refiner harmless for any breach of this warranty.

Customer shall defend, indemnify and hold harmless Refiner and its officers, directors, employees, representatives or agents, against all claims, liabilities, losses, damages and expenses, resulting from any defects, deleterious materials or health hazards in the material; noncompliance with all laws, rules or regulations of the material or by Customer; from any instructions or false, misleading or incomplete information given or supplied by Customer or its agents or representatives, or of any character whatsoever, including bodily injuries, sickness, disease and/or death at any time resulting from any of the foregoing, sustained by any employee or representative of Refiner while in, on or about the property of Refiner during the material preparation process, the assaying process or the refining process, if such injury, sickness, disease and/or death was in any way connected with any work related to Customer's material or with the performance of or failure to perform said work and whether or not such bodily injury, sickness, disease, and/or death was in any way connected with the negligence of Refiner, except for willful misconduct of Refiner, its employees, representatives, subcontractors or agents. Customer shall be responsible and liable for the loss or destruction of, or damage to, all tools, equipment and other personal property of Refiner, whether or not such loss, destruction or damage was in any way connected with the negligence of Customer, or any of Customer's employees or agents.

Customer will indemnify Refiner against all costs, claims and proceedings arising out of or in connection with the material except to the extent caused by the negligence of Refiner, its servants, agents, employees or representatives.

Customer shall indemnify Refiner against all actions, proceedings, losses, claims, costs, damages, and expenses whatsoever in respect of loss of life, personal injury or damage to property arising out of or in connection with execution of any work covered by this contract resulting from any defects or health hazards in the material or from any instructions or false, misleading or incomplete information given or supplied by Customer in connection with the contract unless such loss of life, personal injury or damage to property is attributable solely to the fault of Refiner or those in its employ.

7. ASSAY AND SETTLEMENT

Samples drawn by Refiner per paragraph 5 shall be assayed to determine the precious metals content of the material lot(s) for settlement purposes. Refiner

shall assay the material only for those elements identified for Metal Credit per paragraph 3 of these Refining Terms. The assayed metals content determined by Refiner shall determine settlement unless Customer requests assay exchange, in which case Refiner's then-current assay exchange and settlement procedures shall apply. Valuation of the material determined per these Refining Terms shall be credited to Customer's account with Refiner and may be debited to Customer per its written instructions in the form of the release of physical metal or payment in U.S. Dollars, as determined on the date of valuation. Refiner will only make payment to one bank account held in Customer's name, such account to be held in Customer's country or origin.

8. REFINER'S LIMITED WARRANTY

Unless otherwise stated on the face of this agreement, the following standard commercial purities shall apply to the Metals Credit.

Platinum	99.95%
Rhodium	99.90%
Palladium	99.95%

9. SETTLEMENT DATE

Unless otherwise agreed, settlement date(s) are quoted from date of receipt and acceptance of material. If instructed by Customer to hold material from processing pending weight agreement, assay settlement or for any other reason, settlement times will commence from the date of release. Refiner will make every effort to meet the settlement date, however, in no circumstances shall Refiner be liable for direct, consequential, incidental or other losses sustained by Customer through market fluctuations or any other cause whatsoever arising out of the late settlement by Refiner. For material received during the week prior to and/or the week of JMI's i) annual July plant shutdown or ii) December inventory, JM may extend the settlement dates for a maximum of one (1) week.

10. CHARGES

Unless otherwise agreed, preparation, treatment, refining and other charges shall be Refiner's customary charges in effect on the date of receipt of the material. Sales, use, excise or other taxes or assessments, levies or other governmental charges are in addition to the charges and shall be paid for by the Customer. Unless otherwise agreed by Customer and Refiner, or unless deducted by Refiner from the Metal Credit, all charges are payable net sixty (60) days date of invoice. Refiner shall be entitled to withhold delivery of any physical metal or money due to the



Johnson Matthey

Precious Metal Refining

2001 Nolte Dr, West Deptford, NJ 08066

Tel. 856-384-7000 Fax 856-348-7282

www.jmrefining.com

Customer until such time as all amounts due from the Customer to Refiner shall have been paid. If Customer becomes delinquent in payments to Refiner or any affiliate of Refiner under this or any other agreement or order, then Refiner has the right, in addition to any other remedy to which it may be entitled in law or equity, to (i) cancel the order, (ii) refuse to make further deliveries, (iii) declare due and payable immediately all unpaid amounts for goods previously delivered to Customer and/or in process, (iv) sell any metal, fabricated or otherwise, held for Customer or standing to the credit of its account and apply the proceeds of such sale in or towards the satisfaction of such indebtedness, and/or (v) subject all claims for money, including commissions, or goods due or to become due from Refiner or any affiliate of Refiner to deduction or setoff against any counterclaim of Refiner or any affiliate of Refiner arising out of these Refining Terms or any other agreement or order. Without prejudice to any other remedies, Refiner has a general lien on all Customer's goods or property in Refiner's possession (whether worked on or not) and may, on the expiry of 21 days' written notice to Customer, dispose of such goods or property and apply any proceeds received towards any amounts owed by Customer (or its affiliates) to Refiner (or its affiliates). Customer acknowledges that its business dealings with Refiner and its affiliates constitute a single continuous transaction, notwithstanding the issuance of separate agreements, purchase orders, acknowledgements or similar documents from time-to-time.

11. LIMITED LIABILITY

(a) Liability of Refiner for any physical metal provided to Customer per paragraph 7 which does not meet the limited warranty purity specifications set forth in paragraph 8 shall be limited to replacement of the nonconforming metal, provided Customer shall have given Refiner notice of its claim within seven (7) days of receipt of the physical metal and Customer returns the metal at issue to Refiner. Customer shall have the risk of loss of same until receipt at the refinery. Refiner reserves its right to assay the metal to determine purity. If the metal is confirmed to be nonconforming, Refiner will replace the metal with conforming metal and the nonconforming metal will become Refiner's property. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARISING BY LAW OR CUSTOM INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.**

(b) In no event shall Refiner be liable for direct, incidental, consequential or any other damages incurred by Customer for breach of any obligation arising out of or relating to the transactions herein or the subsequent sale or use of the metal delivered to Customer. In no event shall the aggregate liabilities of Refiner to Customer arising out of or relating to breach of the limited warranty exceed the aggregate refining charges actually paid by Customer to Refiner in regard to the material or metals which are the subject of the breach.

12. FORCE MAJEURE

In the event Refiner's operations are prevented, interrupted, hindered, delayed or rendered unduly expensive by any cause whatsoever beyond Refiner's reasonable control, or if Refiner is delayed by the acts or omissions of Customer, Refiner shall promptly give notice thereof to Customer and shall have the right to defer the performance of the contract for so long as such force majeure shall continue. If the duration of the force majeure should exceed a period of thirty (30) days and the parties, negotiating in good faith, cannot within a reasonable period thereafter agree on a new program for the performance of the contract, either party shall be entitled to cancel the contract by giving written notice to the other to that effect.

Refiner shall have no obligation to make any allocation of its available processing, refining, delivery, analytical refining services or other resources, but may, at its sole option, elect to allocate its available resources among any or all of its customers, its divisions and affiliates of Refiner upon such basis as Refiner in its sole discretion may determine without liability whatsoever for any failure to perform.

13. CONFIDENTIALITY

a) Customer shall not disclose to any third party, publish or reproduce or use for any purpose other than as strictly required to perform its obligations hereunder, in whole or in part, any confidential information either oral or written or embodied in materials including, but not limited to, samples, reports, drawings, sketches, photographs, data sheets, books, the and/or other documents ("Confidential Information") except to the extent Customer can prove such information (i) was known to it when received and not obtained directly or indirectly from Refiner or subject to an obligation of confidentiality to Refiner; or (ii) subsequently, lawfully becomes known to Customer from a third party where that third party has no obligation of confidentiality to Refiner or its affiliates.



Johnson Matthey

Precious Metal Refining

2001 Nolte Dr, West Deptford, NJ 08066

Tel. 856-384-7000 Fax 856-348-7282

www.jmrefining.com

(b) Customer may only disclose confidential information received to those of your officers/employees who need to know it and provided such officer/employee is bound by obligations of confidentiality at least as onerous as those in these Refining Terms. (c) Nothing in the Quotation or in the disclosure or provision of information to Customer shall be deemed, by implication or otherwise, to convey ownership or title to it, or to Customer's officers/employees, of any trade secret, patent right, trade mark, trade name, copyright, information or any other proprietary right.

14. SANCTIONS

Customer hereby acknowledges and agrees that the material and/or Confidential Information may be subject to applicable export control and trade sanction laws, regulations, rules and licenses ("Export Control and Trade Sanctions Rules"). Customer shall comply with the Export Control and Trade Sanctions Rules and shall not do anything which would cause Refiner to be in breach of such Rules.

Refiner may, in addition to the other remedies that may be available to it, refuse to enter into or to perform any order, and/or immediately terminate the agreement without notice of default or legal action being required and without being liable to pay compensation of any kind whatsoever for damage caused if Refiner determines, at its sole discretion, that entry into to the agreement and/or performing any obligations or exercising any rights under the agreement might cause Customer or Refiner to violate any applicable Export Control and Trade Sanctions Rules. Refiner assumes no responsibility or liability for Customer's failure or inability to obtain any required relevant export approval.

Customer shall protect, indemnify and hold Refiner harmless from any fines, damages, costs, losses, liabilities, fees and penalties incurred by Refiner as a result of Customer's errors, failures or omissions to comply with this Section 14 (Sanctions) and/or any termination pursuant to this Section. Customer's obligations under this Section 14 (Sanctions) shall survive termination of this agreement for any reason whatsoever.

15. ANTI-BRIBERY

Customer will not in connection with this agreement or the materials, offer, pay, promise to pay, or authorize the giving of any financial or other benefit to any person for the purpose of obtaining an improper advantage, or otherwise conduct itself in a manner contrary to the UK Bribery Act, US Foreign Corrupt

Practices Act or other applicable anti-bribery laws. Refiner may, in addition to the other remedies that may be available, terminate the Quotation immediately on written notice, where Refiner reasonably believes that Customer has breached this condition and Customer shall indemnify Refiner from all damages, penalties, fines and/or costs of any kind arising from, or relating to, any such breach.

16. MISCELLANEOUS

These Refining Terms constitute the entire understanding of the parties concerning the subject matter hereof and no modification of the Refining Terms, whether arising from any usage or trade, course of dealing, course of performance, evidence of consistent additional terms or otherwise shall be binding upon either party unless reduced to writing and signed by both parties. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach, default, right or remedy, unless expressed in writing signed by the party to be bound. Performance hereunder shall be construed and governed by and these Refining Terms shall be interpreted in accordance with the laws of the state of New Jersey without regard to its conflicts of laws principles. All disputes arising under or in relation to these Refining Terms shall be heard exclusively by the state and federal courts located in Philadelphia, Pennsylvania.

Refiner may subcontract the services (in whole or part) to a third party including an affiliated company. Refiner may assign any right or obligation (in whole or part) to a third party. Customer may not assign any of its rights or obligations (in whole or part) to a third party without prior written consent of Refiner. There are no third party beneficiaries to this Agreement.

17. TERMINATION

If either party shall default or commit any breach of their obligations hereunder, or if any distress or execution shall be levied upon either party's property or assets or if either party shall make or offer to make any arrangement or composition with creditors, or commit any act of bankruptcy, or if the receiver of such party's property or assets or any part thereof shall be appointed, the other shall have the right to terminate the contract, and upon written notice of such termination being given, the contract will be deemed to have been terminated without prejudice to any rights of either party accrued prior to the date of such termination.