METALEKSPO

GENERAL TERMS AND CONDITIONS FOR PURCHASE CONTRACTS

Riga, 10/04/2026

1. Scope

a) These Terms and Conditions are valid for all purchase contracts for raw materials, metal scrap, metals, waste (hereinafter Material or Materials) of Metalekspo SIA (hereinafter Metalekspo) as the buyer with the seller (hereinafter the Contract Partner). These Terms and Conditions of Metalekspo apply exclusively to the purchase contracts entered between Metalekspo as the buyer and the Contract Partner. Metalekspo does not accept alternative conditions of the Contract Partner, even if the conditions have not been expressly contradicted or a delivery has been accepted, unless Metalekspo has expressly acknowledged the validity of such alternative conditions in writing. These conditions also apply to all future contracts/deliveries performed with the Contract Partner, even if the validity of the conditions has not been expressly agreed with the Contract Partner for each separate supply.

b) The Contract consists of these Terms and conditions and purchase order. The Contract contains the entire understanding between Metalekspo and the Contract Partner and supersedes any arrangements, understandings, promises or agreements made or existing between the parties prior to the Contract regarding the Contract's subject matter. The Contract may be amended only in writing signed by the parties.

c) In case of deviation between these Terms and Conditions and the mutually in writing agreed purchase order, the provisions of the purchase order shall prevail.

d) Each purchase of Material transaction is confirmed by each specific purchase order outlining Material or Materials, pricing, delivery, quantity, quality and other special terms.

2. Confirmation of Contract

The contract of Metalekspo, including these Terms and Conditions, is binding, when the Contract Partner accepts the purchase order and confirms the purchase order in writing or performs delivery of Materials, based on Metalekspo purchase order. In case delivery is made without prior in writing confirmed purchase order by the Contract Partner, it is understood that the Contract Partner accepts these Terms and Conditions and by having made the delivery has provided its consent to these Terms and Conditions.

3. Customs Clearance

In case of export of Materials the Contract Partner shall assure at its own costs to carry out export customs clearance by using the appropriate customs tariff number according to applicable national laws and regulations unless agreed otherwise in writing in purchase order or foreseen by Incoterms.

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4. Notification / Documentation

a) The Contract and purchase order reference numbers shall always be noted on corresponding documents. A detailed packing list is mandatory.

b) Not later than at the moment of delivery, the Contract Partner must hand over to Metalekspo all documents that are required because of the applicable legislation or the terms of the Contract.

c) Metalekspo reserves the right to reject deliveries for which the documents are insufficient and/or incorrect or notification details do not match the driver's name and/or license plates. Such refusal shall not be considered as breach of obligations of Metalekspo and will not give rights to raise a claim against Metalekspo for non-completion of the Contract or claim losses.

d) Advanced shipping notice:

e) Truck deliveries to receiving plant: Metalekspo may provide a delivery date and exact time slot upon which the Materials are to be delivered. Metalekspo reserves the right to reject deliveries arrived outside a prior confirmed time slot or receive them at time slot at Metalekspo convenience. Such reservation of rights shall not be considered as breach of obligations of the Contract and the Contract Partner refuses to raise any claims against Metalekspo and/or claim losses.

f) Sea deliveries: The Contract Partner shall inform Metalekspo about the vessel's departure and the estimated date of arrival at the corresponding port immediately, at the latest on the next working day after departure of the vessel. Within five working days after the vessel's departure, the Contract Partner shall forward to Metalekspo all corresponding documents. If the shipping time is less than ten days, the Contract Partner shall forward to Metalekspo all the documents latest one day after the vessel's departure.

g) The Contract Partner must advise necessary export documentation instructions to Metalekspo without delay, not later than 2 days after loading.

h) Metalekspo retains the rights to request to the Contract Partner for changes to be made in any document details after loading and Material Departure, if so necessary and/or required for export/import/delivery/acceptance of the Material and the initially stated information is incomplete/incorrect and the Contract Partner undertakes to complete necessary actions not later than within 5 (five) working days.

i) For any delivery which requires sampling activities other than agreed in the Contract, the Contract Partner must announce these requests at the notification of the Material. Metalekspo reserves the right of performing sampling activities as contractually agreed if the above mentioned requests have not been stated in due time.

5. Declaration (REACH / Waste / Dangerous goods and hazardous Material/not subject to sanctions)

The Contract Partner is responsible for quality of Material.

a) Substances: The Contract Partner guarantees that any Material which is sold to Metalekspo is compliant with its obligations according to REACH regulation (EC) No.

1907/2006. In case of a REACH substance, the corresponding REACH number has to be declared by the Contract Partner.

b) Waste: If the Material cannot be clearly allocated to the "green list" pursuant to EU Regulation 1013/2006 Annex III et seq., the Contract Partner must arrange for the necessary notification. The Contract Partner shall include the documents required for the respective waste shipment with the transport papers and/or transfer them to Metalekspo. In addition, the Contract Partner commits to do all such other things as required to comply with all applicable laws, rules and regulations relating to the supply, delivery, shipment and treatment of waste. The Contract Partner shall be liable for all costs resulting from incorrectly declaring waste shipments and not carrying out the proper notifications.

c) Dangerous goods and hazardous Material: Dangerous goods and hazardous Materials must be correctly classified, documented, packed and labelled in accordance with GHS/CLP and ADR/ IMDG, etc. The corresponding documents shall be presented upon delivery. The Contract Partner shall be liable for all costs resulting from incorrectly declaring/packaging and labelling of Dangerous goods and hazardous Material.

d) Sanctions: The Contract Partner guarantees that any Material which is sold to Metalekspo is not subject to any national, European Union, other global sanctions imposed, and/or no restrictions on sale of the Material (each separately or all together) apply to the transaction.

6. Radioactivity and harmful components / impurities

a) The Contract Partner declares and guarantees that the Material is not radioactive.

b) If not otherwise agreed, the Contract Partner declares and guarantees that the Material is free of harmful components and impurities such as oil, chlorine, arsenic, bismuth, beryllium, cadmium, antimony, mercury, asbestos, etc., as well as free of other toxic substances.

c) The Contract Partner also guarantees that any delivered Materials from upstream suppliers are free from the above-mentioned components and impurities.

d) If radioactivity or harmful components or impurities are found in the Material by Metalekspo and/or carrier and/or third person, Metalekspo reserves the right to reject the delivery/acceptance of Materials and/or to deny entry to the receiving site or to store the Materials on its grounds. At the sole discretion Metalekspo may undertake actions wish such Materials if Metalekspo is legally required to destroy, remove or otherwise process the Materials. After notification of non-conformance, the Contract Partner has a period of five working days to retrieve the non-conformant Materials. After this period has elapsed, Metalekspo cannot guarantee for a separate storage of the delivered Material. All the expenses related to actions with regard to such Materials are the Contract Partner's cost.

e) If radioactivity or harmful components or impurities are found, the Contract Partner shall compensate in the terms stated in the invoice issued by Metalekspo all corresponding costs and damages and indemnify Metalekspo against all third party claims.

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7. Transport, Packaging, Load Securing and Unloading

a) Unless otherwise agreed, the Contract Partner shall load one quality of Material per truck or container only. If several qualities on one truck or container have been agreed, the Contract Partner shall ensure that the different qualities are clearly marked, separated and can be precisely identified based on the packing list and can as well be unloaded separately.

b) Any unclear identification or incorrect loading of parcels will result in a halt of unloading (goods receipt process) and cause waiting times for the carrier or a refusal of the delivery. Metalekspo cannot be held liable for any expenses caused by unclear identification or incorrect loading of parcels. In the case of unclear identification or incorrect loading of parcels, Metalekspo reserves the right to charge an additional handling fee to be paid by the Contract Partner in the terms stated in the invoice issued by Metalekspo.

c) The Material must be packed as agreed in the Contract. Unless otherwise agreed or unless requested due to reasonable security or legal reasons, the Material shall be loaded as bulk (loose). Metalekspo does not accept plastic packages of any kind, such as plastic pallets, drums or boxes if not agreed differently in selected cases. The Contract Partner warrants that any applicable wood packing materials comply with the ISPM15 regulation (IPPC Standard). Metalekspo reserves the right to pass on costs/fines resulting from a deviation of the contractually agreed packaging to the Contract Partner. The same applies to costs/fines that arise, e.g. due to additional efforts required for unloading or due to overloading. In particular, this applies if different Materials are not separated appropriately upon delivery. The Contract Partner undertakes to complete payments for the costs, losses incurred by Metalekspo in the terms stated in the invoice issued by Metalekspo.

d) The Material shall be stowed inside the truck or container in a traffic safe way in accordance with the legal stipulations and, in the absence thereof, in a usual manner, in order to safeguard workers' protection. All deliveries of Material that are done in open containers, tippers, trailers or waggons must be covered by a tarpaulin.

e) The Contract Partner shall agree with the respective shipping company 14 days free detention/demurrage "combined" and 14 days free storage at the port of destination. The Contract Partner shall confirm to Metalekspo in writing the agreement with the shipping company.

f) The Contract Partner warrants that any vessel used for shipment of the cargo under this Contract shall comply with the requirements of the ISPS Code relating to the vessel.

g) Contract Partner shall assure the issue of an Electronic Bill of Lading (Sea Waybill / Express Bill of Lading) whenever the business allows the usage of a corresponding electronic document. In case of telex release the Contract Partner shall send a telex release confirmation to Metalekspo latest until arrival at the port of destination.

h) The Contract Partner shall apply with the current terms of delivery of Metalekspo. Signed transportation document is not to be understood as acceptance of quantity and quality of Material received by Metalekspo

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8. Place and Period of Delivery / Delayed Delivery

a) If not otherwise agreed, the delivery shall be made to the delivery address specified in the purchase order at the delivery times provided. If delivery is to be made to Metalekspo storage plant in Latvia, time for delivery of Materials is 8 a.m.–3 p.m., Monday to Friday (except public holidays). If delivery is to be made in other time (before or after working hours), the time shall be confirmed with Metalekspo in advance prior delivery.

b) Contractually agreed delivery periods must be strictly adhered to. The performance as per the date specified or within the period specified is of essential importance to Metalekspo. Delays – including partial deliveries – must be agreed with Metalekspo in writing immediately stating the reasons and anticipated length of the delay.

c) Postponement and extension of the delivery term shall be considered as default and the Contract Partner undertakes to compensate all expenses in the terms stated in the invoice issued by Metalekspo, including, but not limited for late delivery, damage compensation, costs for purchase of the Materials from other supplier.

d) If the Contract Partner cannot or does not deliver the Materials within the delivery period, Metalekspo reserves the right to unilaterally revoke the purchase order effective immediately and at the expense of the Contract Partner, without infringing on the right of Metalekspo to compensation of damages, including but not limited to unwinding and shifting of LME price fixations. If Metalekspo extends a delivery period, this does not affect the rights of Metalekspo if the Contract Partner does not or cannot deliver the Materials to Metalekspo within this additional period. Metalekspo is entitled to exercise unilateral rights to revoke the purchase order also in case of extended delivery period.

9. Taxes and Duties / Price

a) Taxes, duties and other charges that are levied for the Materials as well as for the related documents shall be borne by the Contract Partner, unless agreed otherwise in writing between the parties.

b) In case of a tolling contract, the fees and charges shall be exclusive of VAT which shall be charged if so required by law.

c) Contracts and deals made within Latvia and between Latvia-based and registered Contract Partner fall under VAT Payment (LV) law Section 143, Point 1.

d) Metalekspo reserves the right to send back invoices that are not in accordance with local laws of the respecting receiving plants. The Contract Partner undertakes without hesitation but not later than within 5 (five) working days to provide amended invoice in compliance with local laws.

10. Insurance

If contractually agreed, and in the case of CIF deliveries, the Contract Partner shall, at its own expense and to the benefit of Metalekspo, insure all risks of transport until arrival at the agreed point of destination, including the risks of war, strikes, riots and civil commotion, in the amount of 110 % for the provisional Material value and subject to subsequent adjustment of

the final Material value, with insurers with excellent ratings. The insurance services shall be provided without any deductions and in the same currency as the contractual price. The corresponding insurance certificate shall be sent to Metalekspo before arrival of the vessel.

11. Transfer of Risk and Ownership

a) The transfer of risk is covered by the respective Incoterms 2010. If not agreed otherwise, the risk is transferred to Metalekspo upon unloading of the ordered Materials at the receiving plant. This also applies in cases in which Metalekspo bears the transport costs or takes out transport insurance. This does not applies for discrepancies of quantity during acceptance at Metalekspo`s plant.

b) Notwithstanding delivery and passing of the risk, the Contract Partner's right of ownership (title) to the Materials shall pass to Metalekspo at the moment when the Materials are delivered to Metalekspo. Metalekspo reserves the right to reject the transfer of ownership title to Materials if the Contract Partner has delivered outside of the agreed delivery period and/or has delivered low quality and/or mixed Material, there are shortages of Material delivered and/or the Contract Partner has delivered Materials with defects.

12. Volumes / Quality / Termination

a) If not otherwise agreed, excess, reduced or partial deliveries are not permitted

b) The Contract Partner shall supply the Material strictly in accordance with the contractual specifications and orders made by Metalekspo.

c) All Materials are abiding by standards and practices under ISRI (Institute of Scrap Recycling Industries) specifications, where applicable.

d) The Contract Partner shall be liable for shortage and/or defects of the Material supplied. At the discretion of Metalekspo, Metalekspo is entitled to process the corresponding Material forthwith, and Metalekspo's estimation results, including the price for Material, are solely decisive for the settlement and supersede the provisions of the purchase order.

e) If shortage and/or defects are proved by Metalekspo, upon request of Metalekspo the Contract Partner shall either deliver the undelivered and/or defected Material or reduce the due price payable by Metalekspo for the non-delivered and/or defected amount of the Material. In case Metalekspo by itself purchases an alternative material to the undelivered and/or defected Material (substitutes the undelivered and/or defected Material by itself) prior the Contract Partner has substituted the Material, such expenses for substitution of the undelivered and/or defected Material purchased from a third party by the Metalekspo shall be the Contract Partner's expenses (subject to compensation by Contract Partner to Metalekspo within the terms stated in the invoice issued by Metalekspo).

f) In the event that either Party has materially breached the Contract, the other Party may serve a written notice of termination of this Contract. The notice shall specify the breach. Termination shall become effective thirty (30) days after receipt of such notice by the

breaching Party unless during that period of fifteen (15) days the breaching Party has cured the breach.

g) In the event that a process for debtor rehabilitation, insolvency, bankruptcy, restructuring, dissolution, liquidation is initiated against the Contract Partner or an application to initiate such process has been made and the application is not withdrawn or rejected after ten (10) business days from the date of application, Metalekspo may terminate the Contract by giving notice in writing to the Contract Partner.

h) If the Contract Partner omits to deliver the Materials, including but not limited to cases of delivery of defective Material, incomplete delivery of Material, Metalekspo can with immediate effect terminate the Agreement unilaterally by providing written notification to the Contract Partner and any costs incurred by Metalekspo, including but not limited to cost due to market fluctuations are to be compensated to Metalekspo by the Contract Partner in the amount and terms stated in the invoice issued by Metalekspo. Any advance and/or prepayment paid by Metalekspo to the Contract Partner is to be repaid to Metalekspo not later than within 5 (five) working days from the date of notice sent by Metalekspo.

i) If the Contract Partner does not fulfil its Contract obligations of providing necessary information, and/or not abiding by the agreed Terms outlined in the Contract (without any fault or influence of Metalekspo) and purchase order, this is ground for Contract termination by Metalekspo by giving notice in writing to the Contract Partner and any advance and/or prepayment paid by Metalekspo to the Contract Partner is to be repaid to Metalekspo not later than within 5 (five) working days from the date of notice sent by Metalekspo.

j) Metalekspo may terminate the Contract by serving a written notice of termination of this Contract to the Contract Partner 30 days prior termination.

13. Weighing, Estimation, Sampling, Moisture

Upon receipt of the Material by Metalekspo at Metalekspo's plant there is acceptance procedure in place - weighing, estimation or sampling or processing, and moisture determination will be performed in a manner that is most appropriate for particular type of the Material. In case the shipment is divided into lots for sampling, each lot will form a separate and complete delivery for all purposes of the underlying Contract. Each separate type or packaging of Material could be considered as separate lot. For ease of use each and every separate lot and/or packaging are also named Materials in this General Terms.

a) Estimation

(1) After receipt of the Materials the Metalekspo shall complete an Estimation of the Materials within five (5) working days from the day when Materials has arrived to Metalekspo plant. On completion of the estimation but not later than within three (3) working days from it, the Metalekspo will send the Contract Partner a written or email notification about the estimation results ("the Estimation Notification").

(2) Should the Materials based on the estimation results do not correspond to the quality or quantity agreed in the Contract, the Estimation Notification shall include Metalekspo's estimate of the Materials. Should the Contract Partner disagree with the estimation results

contained in the Estimation Notification, the Contract Partner will notify Metalekspo of such disagreement by a written or email notification ("the Disagreement Notification") within two (2) working days following the day Metalekspo has provided the the Estimation Notification.

(3) The Contract Partner must communicate its position on collection of the Materials to Metalekspo within two (2) working days following the day the Contract Partner received the Estimation Notification. If the Contract Partner fails to comply with the time limit specified, the price stated in the Estimation Notification is applicable for the settlement.

(4) If the Contract Partner decides to collect the Materials, then the Contract Partner may by prior written agreement with Metalekspo to collect the corresponding Material at the Contract Partner's risk, cost and expense within four (4) working days following the date of the Estimation Notification;

(5) Should the Contract Partner make no Disagreement Notification or fail to comply with the terms for provision of the Disagreement Notification, it shall be considered that the Contract Partner has accepted the terms stated in the Estimation Notification sent by Metalekspo for settlement purposes and has no objections and refuses to raise any objections.

b) Sampling

(1) The Contract Partner has the right, at its own expense, to be represented by an authorized representative that is approved by Metalekspo at the sampling of the Material. The representation by members, directors or employees of the Contract Partner is excluded if not otherwise agreed. The Contract Partner` s representative has to be nominated by the Contract Partner at least two working days prior to arrival of the Material at the Metalekspo plant.

(2) The Contract Partner and Metalekspo shall receive two (2) samples per sampling lot free of charge.

(3) Each party is entitled to provide samples collected to independent and certified expert (laboratory) for provision of expertise results of the Materials.

c) Processing

In case material is being bought for processing (like, but not limited to - Cables, Brass for shredding), final outcome of purchased material is known and presented to supplier after processing. The quality of the delivered material specified in the contract between supplier and Metalekspo is considered as the basis for calculating the final contract price. The basis contract price may be reduced or increased based on the result obtained after processing of the delivered material.

d) Moisture. Metalekspo will determine the moisture content of delivered Materials for both estimation and sampling. The result will be shown as weight and / or as percentage of the Material.

14. Exchange of Assays

In case of Sampling

a) Assays shall be made independently by Contract Partner and Metalekspo and the results of such assays shall be exchanged simultaneously by mail or coded email on a date

mutually agreed upon. Should the difference between the Contract Partner's and Metalekspo's assays incur, the exact average of the two results shall be taken as the agreed assay.

b) In the case of any greater difference or no agreement on splitting limits the sealed reference sample which is held by Metalekspo shall, at the request of either party, be referred to an independent and certified expert (laboratory) for testing purposes. If no independent and certified expert (laboratory) is stipulated in the Contract, Metalekspo will select it at its discretion.

c) Should the assay of the independent and certified expert (laboratory) fall between the respective results of the Contract Partner and Metalekspo, the mean between the expert's result and that of the party nearer to the expert shall be binding on both Contract Partner and Metalekspo. If the expert's assay is the exact mean of the results of Contract Partner and Metalekspo, the expert's assay shall be accepted as final. Should the assay of the expert fall outside the respective results of Contract Partner and Metalekspo, the middle assay of the three shall be final for settlement. The settlement price shall be determined and agreed between the parties, considering the market value of the material of equal quality.

d) Should the assay of the expert coincide exactly with the result of either of the two parties, the expert's result shall govern.

e) The party whose assay is further from the expert's assay shall pay the expert's charges, except when the expert's assay is the exact mean between the assays of the two parties in which case the expert's charges shall be shared equally.

f) The expert may not be assigned to prepare the assays individually of each of the parties.

15. Indemnity and Liability

a) Metalekspo is entitled to unconditional indemnity claims against the Contract Partner as set forth by law. A restriction or exclusion of indemnity claims is only permissible in the form of an individual written agreement.

b) As a rule, Metalekspo shall be liable for losses insofar as the other prerequisites for a claim are given if Metalekspo is culpable of intent or gross negligence. In the case of simple negligence, Metalekspo shall be liable in the case of violation of an obligation whose fulfilment makes proper performance of the Contract at all possible and compliance with which the respective other contracting party may rely on (also known as cardinal obligation). In all other respects, liability for compensation for losses of any kind whatsoever, regardless of the basis for claim – including violation of mutual confidence in the preparation of contract – shall be excluded. Metalekspo's liability shall be limited to direct damage. Liability for lost profit shall be excluded. The total maximum liability of Metalekspo towards the Contract Partner arising from the uncomplete fulfilment of obligations foreseen by the Contract and losses caused to the Contract Partner in any case shall not exceed ten percent of the purchase price of the Contract (for liability each delivery of Material purchase price is determined separately).

16. Rights of Third Parties

The Contract Partner affirms that the Material is free from claims of any third parties, especially reservations of ownership, industrial property rights or liens.

17. Offset Rights, Rights of Retention and Assignment

a) Metalekspo is entitled to unilateral offset rights. In case of unilateral offset completed by Metalekspo with rights of claim of the Contract Partner, Metalekspo shall notify the Contract Partner in writing.

b) Offsetting based on written mutual agreement is also permissible with and against claims made by affiliated companies.

c) The Contract Partner may only assign claims with prior written consent of Metalekspo.

18. Confidentiality

All information and documents that have good cause to be kept secret (Confidential Information) must be kept confidential by the Contract Partner, its subcontractors and other auxiliary persons. Such Confidential Information is not to be made accessible to third parties and cannot be used for third parties or for any other purpose apart from fulfilling the Contract without Metalekspo's prior written consent.

19. Force Majeure

In the event of force majeure such as fire, flood, breakdown, accident, war, insurrection, riot, governmental action, labour dispute, shortage of fuel, electricity, raw materials or supplies, lack of freight facilities, caused by any act of God or any other cause beyond the reasonable control of the Contract Partner or Metalekspo, the arrangements and obligations of the contract are suspended completely or partially, depending on the extent of the hindrance, for the duration of the force majeure from the moment in which the affected party informs the other about the existence of force majeure in writing, including the reason for it.

A suspension of performance shall not have the effect of cancelling the contract which shall again come into full force and effect immediately upon termination of the force majeure event. The contract shall, each time, be extended for a period equal to the period of suspension.

If a case of force majeure lasts longer than three months from the time it is announced, each party has the right to rescind the contract with respect to the volumes that were not delivered and/or accepted due to the force majeure.

Notwithstanding the foregoing provisions, should the price of the metals, which delivery was suspended due to an event of force majeure, have already been fixed, then such price is applied to the Material to be first delivered after the delivery thereof is resumed. Metalekspo has rights to unilaterally rescind the contract, if the sale of the Material for the fixed price causes damages to Metalekspo.

20. Entrance Control, Visiting the Plant

a) All employees or persons commissioned by the Contract Partner who enter the plant for delivery of the Materials are obligated to observe the regulations applicable to the plant. Employees and commissioned persons are especially obligated to subject themselves to the customary entrance/exit controls, including a body search and registration of identity details if reasonable grounds exist. The Contract Partner is obligated to instruct its employees and commissioned persons accordingly and to obtain their consent to these regulations.

b) Visits to the plant premises may involve a risk to personal safety and occur at the sole risk of the Contract Partner or the companies it commissions. Any visitor may only enter a site of Metalekspo after approval. The Contract Partner has the sole responsibility to provide protective measures for the benefit of its own workers and objects, as well as for the benefit of third parties, against the risk of accident or endangerment, including fire. It is obligatory to wear personal protective equipment in the plant (helmets, safety shoes, full-length trousers, fluorescent jacket, long trousers, long sleeves, special clothing under certain conditions). Instructions given by employees, especially security personnel, must be heeded without exception. The Contract Partner is obligated to maintain cleanliness and order, and to arrange for the removal of waste and residual materials after the execution of any work processes. The Contract Partner is liable for all damages caused by its employees and/or commissioned third parties.

21. Compliance and Sustainability

a) The Contract Partner warrants that the Material is produced and/or exported in compliance with (i) all laws, regulations, statutes or official rules or requirements of the country of origin, (ii) all sanctions or trade restrictions imposed by any rule, regulation or statute of, e.g. the USA or EU and (iii) all applicable United Nation human rights, environmental and safety conventions/regulations.

b) The Contract Partner undertakes, especially but not limited to, to observe all applicable laws, provisions and directives, or any other regulations combating bribery and corruption, hereafter summarized as “regulations”, and not to enter into any function, activity or conduct (e.g. the requesting, offering, promising, approving, giving or receiving of any unlawful payments or other benefits) which constitutes criminal action according to the regulations stated. The Contract Partner undertakes to inform Metalekspo promptly of any circumstances which could constitute the violation of the regulations stated.

c) Metalekspo expects that the Contract Partner complies with the principles of the United Nations Global Compact and the core labour standards of the International Labor Organization (ILO) including but not limited to the following:

- Compliance with the applicable national statutory provisions in respect of fundamental labour rights, remuneration and working hours, standards of occupational health and safety, environmental legislation, regulations and standards
- Avoidance and banning of any kind of child labor

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- Prohibition of all forms of discrimination
- Prohibition of all forms of slave labor
- Prohibition of bribery and corruption

d) Metalekspo expects that the Contract Partner communicates these fundamental principles and requirements to its business partners and encourages them to observe these standards. The Contract Partner shall consider these factors in its choice for business partners.

e) Notwithstanding Metalekspo's rights in Clause 12, failure to observe this Clause 21 is a significant violation of this Contract and entitles Metalekspo to terminate the Contract by providing written notice.

f) Metalekspo is not liable for claims, losses or damages that arise in connection with non-compliance with this Clause on behalf of the Contract Partner. The Contract Partner shall release Metalekspo from and hold Metalekspo harmless against such claims, losses or damages.

22. Sanctions

Parties agree that they shall comply with all applicable European Union and Latvian sanctions laws and regulations (the "**Sanctions**").

Parties represent and warrant that neither of the parties is engaged in, directly or indirectly, any activity that would cause the other party to be in violation of Sanctions, including but not limited to dealing with individuals, entities, or countries subject to Sanctions by the EU or facilitating transactions involving sanctioned parties. Each party agrees to indemnify and hold harmless the other party from and against any and all claims, losses, damages, liabilities, penalties, costs, and expenses (including reasonable attorneys' fees) arising from or relating to a breach of this Clause.

23. Conversion Factors

1 metric ton (mt) = 1,000 kilograms (kg)

1 kilogram = 2.20462 pounds (lbs.)

1 troy ounce = 0.0311035 kg

24. Place of Jurisdiction, Applicable Law

If not otherwise agreed in writing, the disputes shall be settled by the Arbitration Court of the Latvian Chamber of Commerce and Industry in Riga, Latvia, in accordance with its rules of procedure. The number of arbitrators will be one. The language of arbitration will be English. Legislative acts of the Republic of Latvia shall apply to the Contract and settlement of disputes.