

**RATHBONE PRECISION METALS, INC. (“BUYER”)  
TERMS AND CONDITIONS (“T&C”) OF PURCHASE**

THIS PURCHASE ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. Rathbone Precision Metals, Inc. (“Rathbone” or “RPM”) Terms and Conditions of Purchase is an integrated agreement between Rathbone and Supplier consisting of these Terms and Conditions.
2. The term “Supplier” shall mean the supplier designated in the purchase order and any successor thereof.
3. Suppliers must comply with all applicable local and international laws and regulations at a minimum, in all locations they operate their business.
4. Every written purchase order (“PO” or “Order”) submitted by Rathbone is subject to this agreement. Rathbone agrees to purchase, and Supplier agrees to supply goods (“Goods”) under this agreement as valid consideration for the mutual promises herein.
5. Acceptance of the Purchase Order, commencement of work or shipment of goods shall be considered acceptance of, and agreement to, of all terms and conditions herein. No agreement, understanding or proposal for additional terms (whether or not included in supplier’s acknowledgement) shall be binding unless set forth in writing and signed by both parties. No oral promises or oral orders shall be considered part of the Agreement
6. All PO’s will be issued with standard payment terms of Net 30. Any changes to these payment terms must be included in the PO or expressly agreed upon in writing by an authorized employee of RPM. Invoices will not be paid prior to authorized delivery date.
7. Rathbone’s PO number must be shown on all invoices, packing slips, shipping papers, certifications, correspondence, and packages.
8. Rathbone **cannot** accept product that contains “Conflict Minerals” where the source of these minerals originates in the DRC or its surrounding countries. All products supplied shall be compliant to, (U.S. Dodd-Frank Act, section 1502, and Regulation (EU) 2017/821).
9. Suppliers must adhere to high standards of moral and ethical conduct, and refrain from engaging in any form of corrupt practices. Bribery, kickbacks, corruption, extortion, embezzlement and any other form of unethical business practice is prohibited. Suppliers must ensure that gifts or other business courtesies are given to customers and any other party follow applicable anti-bribery laws.
10. Suppliers must provide safe working conditions, treat their employees with respect and dignity, must not be subjected to any form of harassment or abuse, and conduct business in an environmentally and socially responsible manner.
11. Suppliers must comply with non-discriminatory hiring and employment practices. All applicable wage and hour laws and regulations must be complied with, and all legally mandated benefits shall be provided to employees. Further, Suppliers will not engage in racially discriminatory DEI activities.
12. Suppliers may not employ any workers under the age of 14, regardless of local regulations. In addition, supplier must comply with laws and regulations prohibiting human trafficking and shall not engage in the use of forced labor, bonded labor, indentured labor, involuntary prison labor, slavery, or trafficking in persons.
13. Suppliers shall protect whistleblowers and shall not discharge, discipline, threaten, or otherwise retaliate against any employee or representative who, in good faith, reports suspected violations of law, regulations, or the terms of this agreement.
14. All goods shall be suitably packed, marked and shipped in accordance with the requirements of common carriers in a manner to prevent in transit damage and secure lowest transportation cost.
15. Rathbone reserves the right to cancel this order, in whole or in part and without incurring any liability, if the Supplier fails to comply with the Terms and Conditions of Purchase or if order is not filled as specified.
16. All goods are subject to Rathbone’s acceptance after inspection at destination, notwithstanding prior payment to obtain cash discount. Signing of a Bill of Lading does not constitute acceptance or a waiver of rights or remedies for any breach of Terms and Conditions of Purchase or if order is not filled as specified.
17. Supplier may not increase price specified on a PO unless prior written approval is obtained from RPM. As approved, price increase shall become effective 90 days after RPM’s written acceptance.
18. In accepting of this order, Supplier agrees to indemnify and hold harmless RPM from any claims, suits, judgements, fees, and costs (including reasonable attorney’s fees) to the extent of Supplier’s negligent performance of the services purchased hereunder. Supplier shall defend RPM from all liability for any loss including death, damage or injury to person or property arising in any manner out of incident to the performance of this contract.
19. No additional terms and conditions shall be binding unless in writing and signed by both parties (whether or not included in supplier’s acknowledgement).
20. These Terms and Conditions of Purchase and any PO hereunder and all disputes arising out of the party’s relationship will be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

***Refer to Rathbone’s website [rathboneprofiles.com](http://rathboneprofiles.com) for current version of Terms and Conditions***

EQUAL OPPORTUNITY CLAUSE:

This contractor and subcontractor shall abide by the requirements of 41 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to disability or veteran status. Subcontractor further certifies that it maintains a merit-based hiring process and does not operate programs that violate federal anti-discrimination laws or utilize prohibited demographic-based quotas.