

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. 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.
6. Rathbone's PO number must be shown on all invoices, packing slips, shipping papers, certifications, correspondence, and packages.
7. 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).
8. Suppliers must adhere to high standards of moral and ethical conduct, and refrain from engaging in any form of corrupt practices.
9. Suppliers must provide safe working conditions, treat their employees with respect and dignity, and conduct business in an environmentally and socially responsible manner.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. No additional terms and conditions shall be binding unless in writing and signed by both parties (whether or not included in supplier's acknowledgement).
16. 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 for current version of Terms and Conditions

EQUAL OPPORTUNITY CLAUSE:

This contractor and subcontractor shall abide by the requirements of 60-300.5(a), 60-741.5(a) and 29 CFR Part 471, Appendix A to Subpart A. All requirements under the aforementioned statutes, orders and applicable regulations are incorporated herein by reference. These requirements prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, gender, gender identity, sexual orientation, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. In addition, the contractor will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.