



STARK METALS TRADINGHOUSE

GENEVA | SWITZERLAND

INTERNATIONAL BUSINESS TERMS

GENERAL TERMS AND CONDITIONS OF PURCHASE

PHYSICAL NON FERROUS METALS TRADING

COPPER | CABLE | BRASS | ALUMINIUM

STAINLESS STEEL | BRONZE | LEAD | ZINC

RARE EARTH MATERIALS EXCLUDED



GENERAL TERMS AND CONDITIONS OF PURCHASE

International business terms for physical metals trading. Rare Earth Materials are excluded.

Important incorporation rule: these Terms must be supplied to the counterparty before or at contract formation and the applicable version must be identified in the Order or Order Confirmation.

1 Definitions

- 1.1 **Applicable Trade Laws** means all sanctions, export controls, import controls, embargoes, anti circumvention rules, customs restrictions and licensing requirements that are legally applicable to a Party or a transaction because of the Parties, the Goods, their origin, destination, route, carrier, vessel, bank, currency, financing, ownership, control, end user or end use.
- 1.2 **Business Day** means a day on which banks are generally open for business in Geneva, Switzerland, excluding Saturdays, Sundays and public holidays in Geneva.
- 1.3 **Contract** means the Order, these Terms and every document expressly incorporated under the order of precedence stated in these Terms.
- 1.4 **Goods** means the metals, alloys, semi finished products, permitted scrap, packaging, documents and related services expressly identified in the Order.
- 1.5 **Incoterms** means the Incoterms rules published by the International Chamber of Commerce in the 2020 edition.
- 1.6 **Order** means a written purchase order or order confirmation issued by STARK and accepted in accordance with these Terms.
- 1.7 **Rare Earth Materials** means scandium, yttrium and the lanthanides, namely lanthanum, cerium, praseodymium, neodymium, promethium, samarium, europium, gadolinium, terbium, dysprosium, holmium, erbium, thulium, ytterbium and lutetium, together with their compounds and materials in which any such element is intentionally added, excluding unavoidable trace amounts within the agreed Specification.
- 1.8 **Specification** means the contractual description of the Goods, including grade, standard, chemical composition, residual elements, dimensions, surface condition, quantity tolerance, moisture, contaminants, packaging, labelling, origin, test method and documentation stated in the Order or an incorporated schedule.
- 1.9 **STARK** means [INSERT FULL LEGAL NAME AND LEGAL FORM], trading as STARK METALS TRADINGHOUSE, registered at [INSERT REGISTERED ADDRESS IN GENEVA], entered in [INSERT COMMERCIAL REGISTER DETAILS], Swiss UID [INSERT SWISS UID].
- 1.10 **Supplier** means the person identified as supplier in the Order and includes its approved subcontractors where the context permits.

2 Application, Contract Formation and Priority

- 2.1 These Terms apply exclusively to every purchase of Goods by STARK. They apply only to business transactions and do not apply to consumer contracts.

- 2.2 An Order is an offer by STARK. The Supplier accepts the Order only by an unqualified written confirmation or by commencing performance with knowledge of the Order. Silence does not constitute acceptance.
- 2.3 Any qualification, reservation or additional term proposed by the Supplier is rejected unless STARK expressly accepts it in a document signed by an authorised representative. Receipt of Goods, payment or silence by STARK does not accept terms of the Supplier.
- 2.4 The Contract has the following order of precedence: a document signed by both Parties that expressly amends the Contract; the Order; the Product, Price, Assay or Compliance Schedule identified in the Order; these Terms; and any other incorporated document. Administrative fields in a Supplier document do not amend the Contract.
- 2.5 A Contract and any amendment may be concluded by electronic signature or by an authenticated electronic exchange that identifies the authorised sender. Oral statements are not binding unless confirmed in writing by both Parties.
- 2.6 The Supplier shall promptly identify every ambiguity, omission or conflict before performing the affected obligation. It shall not rely on an obvious error in an Order.

3 Scope of Goods and Excluded Materials

- 3.1 STARK does not purchase Rare Earth Materials. The Supplier shall not deliver Rare Earth Materials and shall immediately disclose any suspected presence beyond unavoidable trace amounts permitted by the Specification. This exclusion is absolute and no employee, agent or representative of STARK may waive it.
- 3.2 Precious metals, controlled goods, dual use goods, dangerous goods and material legally classified as waste are included only where the Order expressly identifies that status and all required permits and procedures are confirmed before shipment.
- 3.3 No material is treated as waste merely because it is secondary, recycled or scrap. The Supplier is responsible for the correct legal classification and shall not misdescribe waste as a product or a raw material.
- 3.4 The Supplier shall not substitute a grade, source, mill, refinery, smelter, processor, country of origin or manufacturing route without written approval from STARK.

4 Specifications, Quality and Change Control

- 4.1 The Goods shall conform exactly to the Specification, approved samples and mandatory law. General tolerances, trade customs or mill practices apply only if the Order expressly incorporates them.
- 4.2 The Supplier shall provide every certificate required by the Order, including mill test certificates, certificates of analysis, weight tickets, packing lists, safety data sheets where applicable, origin evidence, preferential origin statements, emissions information and permits.
- 4.3 Certificates and records shall be accurate, complete, traceable to the relevant lot and issued by a competent person. A certificate does not limit the warranties of the Supplier or the inspection rights of STARK.

- 4.4 The Supplier shall notify STARK before any change that may affect composition, quality, safety, compliance, origin, production site, traceability, availability or delivery. No such change is effective without written approval.
- 4.5 The Supplier shall maintain lot and batch traceability and shall preserve relevant quality and compliance records for ten years after delivery or any longer mandatory period.
- 4.6 STARK may inspect the facilities and relevant records of the Supplier on reasonable notice where necessary to verify material compliance, traceability or a serious quality concern. The audit shall respect legitimate confidentiality and safety requirements.

5 Price, Market Quotations, Taxes and Invoicing

- 5.1 The price, currency, unit, quantity basis and any premium, discount, treatment charge, refining charge or other adjustment are stated in the Order. Unless stated otherwise, the price includes compliant packaging, marking, certificates, export clearance and all costs allocated to the Supplier by the agreed Incoterms rule.
- 5.2 Where the price refers to a market quotation, the Order shall identify the Price Source, grade, location, quotation period, pricing date, unit, currency, foreign exchange source, premium or discount, provisional invoice process and final settlement date. A quotation that is not fully identified does not create a binding price formula.
- 5.3 If an agreed Price Source is discontinued, materially changed or unavailable for three consecutive publication days, the Parties shall use its official successor or a commercially equivalent source. If they do not agree within five Business Days, an independent commodity expert agreed by the Parties shall determine the closest equivalent on a final basis, except for manifest error.
- 5.4 The Supplier shall issue a legally compliant invoice containing the Order number, lot references, quantity, unit price, currency, taxes, bank account and every mandatory invoice item. STARK may return an incomplete or inaccurate invoice without starting the payment period.
- 5.5 Taxes, duties and customs charges are allocated by mandatory law and the agreed Incoterms rule. The Supplier remains responsible for taxes imposed on its income, personnel and operations.
- 5.6 A change of bank account is effective only after written notice and independent verification through a previously validated contact. STARK may reject payments to third party accounts or accounts not held in the name of the Supplier.

6 Delivery, Incoterms, Packaging and Documents

- 6.1 Every Order shall state one Incoterms rule, one exact named place or point and the words Incoterms 2020. If any element is missing, the Supplier shall obtain clarification before shipment.
- 6.2 Delivery dates are firm where the Order states a fixed date or delivery window. The Supplier shall immediately notify any actual or expected delay, its cause, affected quantity, mitigation and revised date. Notification does not release liability.

- 6.3 The Supplier shall package, preserve, mark and secure the Goods for the agreed transport, handling, storage and destination. Packaging shall comply with law and shall prevent corrosion, contamination, loss, substitution and damage.
- 6.4 Each shipment shall include the Order number, product description, lot number, gross weight, tare, net weight, package count, origin, agreed certificates and transport documents. Dangerous goods shall be correctly classified, packed, marked and documented.
- 6.5 Partial delivery, early delivery, transshipment or delivery from a different site requires prior written approval from STARK unless the Order expressly permits it.
- 6.6 Risk of loss passes strictly at the point provided by the agreed Incoterms rule. Title to conforming Goods passes to STARK on delivery, free from every lien, retention right and third party claim, unless the Order gives STARK title earlier.
- 6.7 The Supplier shall maintain transport insurance where the agreed Incoterms rule places that duty on it and shall provide evidence on request. Insurance does not alter the transfer of risk or limit liability.

7 Quantity, Weight, Sampling and Assay

- 7.1 The Order shall state the contractual unit and permitted quantity tolerance. STARK is not required to accept an excess quantity outside the agreed tolerance.
- 7.2 Gross weight, tare, moisture and net weight shall be determined using calibrated equipment and the method stated in the Order. Weighing records shall identify the equipment, date, operator, lot and calibration status.
- 7.3 Where the Order provides for destination weighing, the weight determined at the agreed destination is final unless the variance exceeds the agreed tolerance or the Supplier proves a measurement error. Any dispute shall be resolved by a jointly appointed independent weighbridge or surveyor.
- 7.4 Sampling shall follow the agreed recognised standard and shall be representative of the whole lot. The Parties shall create sufficient sealed and uniquely identified samples for the Supplier, STARK and an independent umpire laboratory.
- 7.5 The Order shall identify the primary laboratory, analytical method, reporting basis, rounding rule, detection limits and umpire procedure. If the primary results differ beyond the agreed reproducibility limit, the umpire result is final except for manifest error.
- 7.6 The Party whose result is furthest from the umpire result shall bear the reasonable umpire cost unless the Order states another allocation. Each Party shall preserve sealed samples for at least twelve months after final settlement.
- 7.7 The Supplier shall not rely on nominal composition, a general data sheet or a non representative certificate where the Contract requires a lot specific assay.

8 Inspection, Acceptance and Nonconformity

- 8.1 STARK may inspect, test or audit before or after delivery. Inspection, payment, resale, processing or use does not waive a latent defect, fraud, title defect, compliance breach or defect that could not reasonably be found earlier.

- 8.2 STARK shall notify an apparent quantity, packaging or visible defect within ten Business Days after delivery. It shall notify a chemical or assay defect within twenty Business Days after receiving the relevant reliable test result. A latent defect shall be notified within ten Business Days after discovery.
- 8.3 The Supplier shall cooperate in preserving evidence. Where processing or mixing is commercially necessary, STARK may preserve sealed representative samples before processing without losing rights relating to the sampled Goods.
- 8.4 For nonconforming Goods, STARK may require prompt replacement or correction, reject the Goods, obtain a proportionate price reduction, purchase replacement goods and recover the reasonable price difference, or terminate the affected part of the Contract.
- 8.5 Rejected Goods remain at the risk and cost of the Supplier. The Supplier shall provide lawful collection or disposal instructions promptly. STARK may store, return or dispose of them at the cost of the Supplier where the Supplier fails to act or safety requires immediate action.
- 8.6 Acceptance occurs only when STARK has had the contractually agreed opportunity to inspect and test. No deemed acceptance clause in a delivery note, portal or Supplier document is effective.

9 Supplier Warranties

- 9.1 The Supplier warrants that the Goods are new or of the expressly agreed secondary status, conform to the Contract, are of consistent quality, are fit for every purpose disclosed by STARK and comply with mandatory law at the agreed destination where that destination was disclosed.
- 9.2 The Supplier warrants good and marketable title, lawful source, freedom from liens, accurate origin and traceability information and absence of stolen, counterfeit, substituted or fraudulently documented material.
- 9.3 The Supplier warrants that the Goods are free from unapproved radioactivity, explosive objects, closed containers, pressurised items, asbestos, oils, hazardous residues, excessive moisture and other contamination identified in the Specification.
- 9.4 The Supplier warrants that all statements concerning recycled content, carbon emissions, responsible sourcing, conflict minerals, child labour, sanctions status and customs origin are accurate and supported by records.
- 9.5 Unless a longer period is stated in the Order or required by mandatory law, the quality warranties continue for twenty four months after delivery. Warranties concerning title, fraud, sanctions, origin and latent contamination are not limited by that period to the extent permitted by law.
- 9.6 The Supplier shall promptly notify STARK of any actual or suspected defect affecting delivered Goods and shall provide all information needed for containment, traceability, notification and recall.

10 Regulatory Compliance, Origin and Responsible Sourcing

- 10.1 The Supplier shall comply with all laws applicable to its performance and the Goods, including laws concerning sanctions, export controls, customs, taxation, anti corruption, anti money laundering, competition, labour, human rights, environment, product safety, chemicals, dangerous goods and waste.
- 10.2 The Supplier shall screen relevant counterparties, beneficial owners, carriers and routes under Applicable Trade Laws and shall not evade or facilitate evasion of a restriction. It shall immediately notify STARK of a possible restriction, licence requirement or blocked transaction.
- 10.3 The Supplier shall provide accurate tariff classification, non preferential origin, preferential origin where claimed, country of melt or cast where required, export control classification and all supporting evidence requested by STARK or an authority.
- 10.4 Where REACH, CLP or comparable chemical laws apply, the Supplier shall correctly identify whether the Goods are a substance, mixture, article or waste and shall provide valid registrations, safety information, restrictions and notifications relevant to the transaction.
- 10.5 Where tin, tantalum, tungsten or gold, child labour due diligence, responsible minerals rules or equivalent supply chain duties apply, the Supplier shall conduct the required diligence and provide policies, risk information and reports reasonably requested by STARK.
- 10.6 Where carbon border adjustment or embedded emissions rules apply, the Supplier shall provide complete and verifiable installation, production route and emissions data in the required format and shall correct inaccurate data without delay.
- 10.7 The Supplier shall maintain accurate know your counterparty information and shall provide beneficial ownership, source of goods, source of funds and banking information where reasonably required for compliance.
- 10.8 No payment, commission, rebate, gift or advantage may be offered or accepted in breach of anti corruption law. No cash or unexplained third party payment is permitted.

11 Scrap, Waste, Radiation and Hazardous Material

- 11.1 This section applies in addition to the other Terms where the Goods are scrap, recycled feedstock, residues or potentially contaminated material.
- 11.2 The Supplier shall classify the Goods correctly as product, by product or waste and shall obtain every notification, consent, permit, movement document and financial guarantee required for a cross border movement.
- 11.3 Before loading, the Supplier shall inspect the Goods for radiation, explosive objects, sealed vessels, pressure cylinders, hazardous residues and prohibited contamination using suitable calibrated equipment and trained personnel.
- 11.4 The Supplier shall provide the inspection record and shall not blend, dilute or conceal contamination to achieve an apparent compliant result.
- 11.5 A suspected radioactive or hazardous lot may be isolated and tested by an independent competent laboratory. The Supplier bears containment, return, lawful disposal, authority notification and reasonable disruption costs where noncompliance is confirmed.

11.6 Nothing in the Contract requires STARK to receive, store, transport, return or dispose of material unlawfully. The Parties shall follow authority instructions and applicable safety procedures.

12 Payment, Setoff and Security

12.1 Unless the Order states otherwise, STARK shall pay an undisputed valid invoice within thirty days after the later of delivery of conforming Goods, receipt of all required documents and receipt of the valid invoice, subject to mandatory payment law.

12.2 STARK may withhold a genuinely disputed amount while paying the undisputed balance. STARK may set off an amount due from the Supplier or an expressly identified affiliate against an amount payable under the Contract to the extent permitted by law.

12.3 Payment does not constitute acceptance and does not waive any claim. An overpayment shall be refunded promptly.

12.4 STARK may require a performance guarantee, advance payment guarantee, parent guarantee or other security where stated in the Order or where the financial condition of the Supplier materially deteriorates before delivery.

12.5 The Supplier may not suspend performance for a disputed amount unless the amount has become finally due and STARK has failed to pay after a reasonable written cure notice.

13 Continuity, Delay, Force Majeure and Market Risk

13.1 The Supplier shall maintain commercially reasonable continuity and contingency arrangements appropriate to the Goods and shall promptly mitigate an interruption.

13.2 A Force Majeure Event means an event beyond the reasonable control of the affected Party that could not reasonably have been prevented or overcome, including natural disaster, war, binding government prohibition, widespread transport closure or major infrastructure failure.

13.3 A change in market price, margin, demand, exchange rate, financing cost or profitability is not Force Majeure. Lack of funds is not Force Majeure. A Supplier shortage qualifies only where directly caused by a qualifying event and no reasonable alternative source or route is available.

13.4 The affected Party shall notify the other promptly and no later than three Business Days after awareness, provide evidence, mitigate the effects and give regular updates. Only the affected obligation is suspended and payment for delivered Goods remains due.

13.5 If a Force Majeure Event delays delivery by more than twenty Business Days or defeats the commercial purpose of the affected Order, STARK may terminate the undelivered portion without liability.

13.6 Commodity price exposure and hedging consequences are governed by the agreed price formula and are not adjusted for hardship unless the Order expressly provides a mechanism.

13.7 If a breach by the Supplier causes STARK reasonably to cover the purchase, close or replace a hedge, or settle a corresponding customer position, the Supplier shall reimburse

documented and reasonably mitigated direct market replacement and hedge closeout costs, subject to the liability section.

14 Indemnities, Liability and Recall

- 14.1 The Supplier shall indemnify STARK and its officers, employees and customers against third party claims, authority measures, reasonable professional costs and direct losses arising from defective Goods, bodily injury, property damage, title defect, unlawful origin, inaccurate customs or emissions data, sanctions breach, contamination, recall or infringement by the Supplier of third party intellectual property.
- 14.2 The Supplier shall lead a defence only with competent counsel and shall not settle a claim in a manner that admits fault by STARK, imposes a non monetary obligation on STARK or harms the reputation of STARK without prior written consent.
- 14.3 The Parties shall cooperate on containment, customer communication, authority reporting, correction, replacement, recall and disposal. The Supplier shall not issue a public communication naming STARK without consent unless mandatory law requires it.
- 14.4 For claims not excluded from limitation, the aggregate liability of the Supplier arising from an affected Order shall not exceed two times the net value of that Order. This limit does not apply to fraud, wilful misconduct, gross negligence, death, personal injury, title, confidentiality, sanctions, anti corruption, contamination, recall, third party claims covered by an indemnity or liability that cannot lawfully be limited.
- 14.5 Neither Party is liable for remote or purely indirect loss. This exclusion does not prevent recovery of a documented direct market replacement cost, hedge closeout cost, inspection cost, sorting cost, reasonably foreseeable production stoppage cost, claim by a customer or regulatory cost resulting from a breach by the Supplier.
- 14.6 Nothing excludes or limits liability where exclusion or limitation is prohibited by applicable law.

15 Insurance

- 15.1 The Supplier shall maintain insurance appropriate to the Goods, territories and risks, including commercial general liability, product liability, employer liability, transport insurance where required and environmental impairment cover where scrap, waste or contamination risk justifies it.
- 15.2 Minimum insurance limits shall be [INSERT REQUIRED SUPPLIER INSURANCE LIMITS] or any higher amount stated in the Order. The Supplier shall provide certificates and reasonable evidence of coverage before first delivery and on each renewal.
- 15.3 The Supplier shall give prompt notice of cancellation, material reduction or non renewal. Insurance does not release the Supplier from liability or reduce a contractual indemnity.

16 Confidentiality, Data Protection and Intellectual Property

- 16.1 Each Party shall protect confidential commercial, technical, pricing, customer and compliance information received from the other and shall use it only to perform or enforce the Contract.

- 16.2 Confidentiality does not apply to information lawfully known without restriction, independently developed, lawfully received from another source, made public without breach or required to be disclosed by law. The disclosing Party shall receive prior notice where lawful.
- 16.3 The confidentiality duty continues for five years after the relevant disclosure. Trade secrets remain protected while they qualify as trade secrets.
- 16.4 Each Party is independently responsible for its processing of business contact data under the Swiss Federal Act on Data Protection and any other applicable data law. Each Party shall provide required notices, use suitable safeguards and limit data to legitimate business purposes.
- 16.5 Specifications, drawings, samples, tooling and documents supplied by STARK remain property of STARK and may not be copied, disclosed or used for another customer. The Supplier grants to STARK the rights necessary to use, process and resell the Goods.
- 16.6 The Supplier shall not use the name or logo of STARK, or refer to the transaction or customer relationship, in publicity without prior written consent from STARK.

17 Termination and Suspension

- 17.1 STARK may suspend performance or terminate an affected Order immediately by written notice where the Supplier commits a material breach that cannot be cured, fails to cure a remediable breach within ten Business Days, becomes insolvent, loses a required licence, provides false compliance information or creates a sanctions or safety risk.
- 17.2 STARK may suspend receipt or payment to the extent reasonably necessary to investigate a credible quality, title, fraud, sanctions, customs or contamination concern. STARK shall act proportionately and release an unaffected amount when reasonably possible.
- 17.3 On termination, the Supplier shall stop affected work, protect property of STARK, return confidential information, provide completed compliant Goods requested by STARK and refund any amount paid for rejected or undelivered Goods.
- 17.4 Termination does not affect accrued rights or provisions intended to survive, including payment, warranty, indemnity, confidentiality, records, liability and dispute provisions.

18 Subcontracting, Assignment and Relationship

- 18.1 The Supplier shall not subcontract a material obligation or change an approved production site without prior written consent from STARK. Consent does not release the Supplier from responsibility.
- 18.2 The Supplier may not assign the Contract, a receivable or a right to payment without prior written consent from STARK, except for a disclosed financing assignment that does not change the rights of defence or setoff available to STARK.
- 18.3 STARK may assign the Contract or a receivable to an affiliate, successor or financing provider on written notice, provided the assignment does not materially reduce the rights of the Supplier.
- 18.4 The Parties are independent contractors. Nothing creates a partnership, agency, employment, fiduciary relationship or authority to bind the other Party.

19 Notices and Records

- 19.1 A legal notice shall be in English and sent by courier or email to the addresses stated in the Order and to STARK at [INSERT EMAIL FOR LEGAL NOTICES]. The STARK website is [INSERT WEBSITE], but publication there does not constitute legal notice. A change of notice address is effective only after receipt of written notice.
- 19.2 An email notice is received when the sender receives no delivery failure and also sends any termination, indemnity claim or legal proceedings notice by courier within one Business Day. Routine operational communications may use the agreed transaction contacts.
- 19.3 Electronic records, authenticated emails, signed copies and reliable system records are admissible evidence to the extent permitted by law.
- 19.4 The Supplier shall retain Contract, quality, origin, customs, sanctions, emissions, transport and payment records for ten years or the longer mandatory period and shall provide relevant records on lawful request.

20 Governing Law and Disputes

- 20.1 The Contract is governed by the substantive laws of Switzerland, excluding its conflict rules and the United Nations Convention on Contracts for the International Sale of Goods.
- 20.2 The courts of Geneva, Switzerland, have exclusive jurisdiction. STARK may seek urgent interim or protective measures in any competent jurisdiction and commence debt collection where mandatory law requires.
- 20.3 An Order may replace court jurisdiction with arbitration only through an express dispute clause signed by authorised representatives of both Parties.
- 20.4 Before ordinary proceedings, senior commercial representatives shall try in good faith for ten Business Days to resolve the dispute, unless urgent relief, limitation, debt collection or evidence preservation requires earlier action.

21 General Provisions

- 21.1 The Contract is the entire agreement concerning its subject and replaces prior discussions, representations and arrangements, without excluding liability for fraud.
- 21.2 A waiver is effective only in writing and only for the specific matter stated. Delay or partial exercise of a right is not a waiver.
- 21.3 If a provision is invalid or unenforceable, it shall be adjusted only as necessary and the remainder continues. The Parties shall replace it with a lawful provision closest to its commercial purpose.
- 21.4 No person other than a Party has a right to enforce the Contract, except an indemnified person may rely on the indemnity expressly granted to it.
- 21.5 Headings do not affect interpretation. Including means including without limitation. A written approval means approval recorded durably in writing by an authorised person.
- 21.6 The English version controls. These Terms apply from [INSERT EFFECTIVE DATE]. Amendments apply prospectively unless agreed in writing for an existing Order.