

Broj: 487/22
Od 31.08. 2022, god.

PURCHASE AND SALE AGREEMENT
FOR AL SKIMMINGS

concluded between:

IMPOL SEVAL VALJAONICA ALUMINIJUMA a.d. Sevojno, Prvomajska bb, represented by General Manager Ninko Tešić
(hereinafter referred to as the SELLER)

SCEPTER TATABANYA Kft. Alugyári út 1, H – 2800, Hungary, represented by General Manager Garney Scott III (hereinafter referred to as the BUYER)

SCOPE OF AGREEMENT: Purchase and sale of waste generated in thermic metallurgy of aluminium, index No 10 03 16 - floating foam/skimmings other than those indicated in 10 03 15 – briquetted or broken pieces of briquetted skimmings.

Article 1.

Under this Agreement, the Seller undertakes to deliver to the Buyer the agreed quantity of, and the Buyer undertakes to collect and pay to the Seller for, waste generated in thermic metallurgy of aluminium, index No 10 03 16 - floating foam/skimmings other than those indicated in 10 03 15 – briquetted or broken pieces of briquetted skimmings.

Article 2.

For delivery of the goods as of Article 1 of this Agreement, DAP Tatabanya, Hungary terms of delivery shall apply.

Article 3.

Contract quantity is approx 1200 tons. Quantity tolerance of +/- 10% shall apply. Individual lots (quantity and price) shall be stipulated by Annexes to this Agreement.

Article 4.

Parties shall make Annex to this Agreement to stipulate purchase and sale price for each individual monthly lot of goods under this Agreement prior to shipment.

Article 5.

Terms of payment: 30 days after the date of delivery or, respectively, immediately after the Al skimmings are processed, if such processing is completed earlier within the 30-day deadline.

Article 6.

Buyer undertakes to process Al skimmings purchased under this Agreement and sell to the Seller the entire quantity of metal obtained by such processing of Al skimmings under the terms stipulated by a separate Purchase and Sale Agreement for Secondary Ingots.

Article 7.

If the initial usage of waste fails for any reason, the Seller undertakes to accept the waste back at its premises and arrange further storage or any other legal use.
The exporter is obliged to bear the costs of a return delivery of waste if the same was not processed in lieu with applicable standards of the importing country.

Article 8.

This Agreement is made for a definite time and is valid from November 01, 2022 to November 01, 2023.

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Article 9.

This Agreement may be terminated:

- by mutual consent;
- due to failure of either party to fulfil its contractual obligations upon the respective written notice;
- due to non-performance attributable to Force Majeure circumstances.

Article 10.

If any of the parties fails to fulfil its contractual obligations, other party may terminate this Agreement with a 15-day termination notice.

Article 11.

The Agreement may be terminated due to Force Majeure circumstances preventing any of the parties from fulfilling its contractual obligations for the period longer than 3 (three) months.

Force Majeure includes cases and circumstances that may arise during performance of the Agreement whereas such cases and circumstances could not be foreseen or eliminated by own forces of the parties at the time of their occurrence (fire, flood, and other natural calamities, war, breakdowns, and alike).

A party claiming the occurrence of Force Majeure circumstances is obliged to send a 5-day advance written notice to the other party about such occurrence or termination of Force Majeure circumstances.

Article 12.

Parties agree that this Agreement shall be governed by the law of the country of Seller's residence.

Article 13.

This Agreement comes into force after it is signed by authorized representatives of the parties.

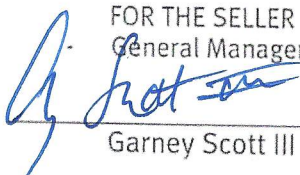
Article 14.

Any disputes arising out of this Agreement shall be settled amicably. In case the agreement is not reached, the jurisdiction of the court of actual and territorial jurisdiction in Seller's country shall apply.

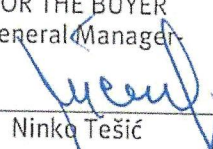
Article 15.

This Agreement is made in 6 (six) identical copies, 3 (three) for each party.

FOR THE SELLER
General Manager-


Garney Scott III

FOR THE BUYER
General Manager-


Ninko Tešić



