

GENERAL TERMS AND CONDITIONS OF PURCHASE OF BIT METALS B.V.

Section 1 Applicability

These terms and conditions of purchase shall apply to all contracts entered into between BIT Metals and seller ("Seller") for the supply of goods and/or services to BIT Metals, as well as to all offers by Seller and all requests for offers and purchase orders by BIT Metals. Seller's terms and conditions are hereby expressly excluded. Failure of BIT Metals to object to terms and conditions set by Seller shall in no event be construed as an acceptance of any terms and conditions of Seller.

By contracting on the basis of BIT Metals' terms and conditions, Seller agrees to the applicability thereof in all future contracts between BIT Metals and Seller. No variation of the contract and no additional terms shall apply, unless agreed by BIT Metals in writing. If any section(s) of these conditions is (are) void or annulled in a court of law, such section(s) will be replaced by a valid alternative which corresponds as much as possible. Invalidity of any section will not affect the applicability and validity of the other sections.

Section 2 Closing of a contract

BIT Metals reserves the right to discontinue contract negotiations with Seller at any moment. The Seller will not be entitled to enforce the performance of further negotiations and will not be entitled to any kind of compensation and/or damages.

BIT Metals' offers or requests for an offer are without obligation for BIT Metals, BIT Metals is only deemed to have accepted an offer from the Seller after BIT Metals has confirmed so in writing.

Section 3 Delivery

For the purposes of Seller's obligations under the contract, time is of the essence and all dates referred to herein and in the contract shall be strict. The Seller is bound by the agreed upon Inco-term, as defined in the latest version of the Incoterms as issued by the International Chamber of Commerce, Paris, France. Default commences immediately and without notice in the event the Seller is in breach of the agreed time and place of delivery. In case of default BIT Metals will have the right to terminate the contract and/or to suspend the performance of its own obligations, including payment of any outstanding invoices. The Seller will be obliged to immediately inform BIT Metals of any (possible) delays. If BIT Metals deems the (possible) delay unacceptable, it will have the right to terminate the contract.

The Seller is obliged to transfer title to the goods free of seizures, restricted rights and title retentions and/or any other liens or encumbrances. In this respect the Seller indemnifies BIT Metals for any claims of third parties.

The delivered goods and services will be of good quality and will comply with the contract and other specifications and instructions given by BIT Metals. Signing a receipt by or on behalf of BIT Metals upon delivery shall be deemed to only relate to the outside, immediate visible condition and quantity of the delivered goods, even if such receipt contains a statement to the contrary.

Seller shall pack, mark and transport the goods in such manner as to prevent damage during transport and to facilitate efficient unloading, handling and storage.

Section 4 Transport costs and transfer of risk and title

Unless explicitly agreed to otherwise, title and risk to the goods does not pass until delivery of the goods. Seller bears the risk of loss of or damage to the goods during transport and storage prior to delivery as well as pays for connected transport and storage costs.

In case of rejection title to and risk for the rejected goods shall be with Seller again from the date of sending the rejection notice to Seller.

Section 5 Payment

All purchase prices quoted in the contract shall be fixed prices. Seller will send BIT Metals a specified invoice, referring to the contract. BIT Metals shall at all times have the right to set off any of the amounts owing from Seller to BIT Metals against any amount owing from BIT Metals to Seller, irrespective of the nature of any such claim. Payment by BIT Metals will not be construed as acknowledgement that goods or services were delivered without defects and does not discharge Seller from any warranty, duty and/or liability under the contract between parties. Seller will not have the right to terminate the contract or to suspend any of its obligations in case BIT Metals disputes an invoice. BIT Metals' place of business shall be considered as the place where its invoices have been or had to be paid in accordance with the contract. Prices parties have agreed upon are binding.

Section 6 Warranties

The Seller explicitly represents and warrants that:

- all goods are fit for their intended purpose and for possible other purposes as agreed between BIT Metals and Seller, shall be of good quality and free from defects (including but not limited to any visible or hidden irregularities);
- all goods comply with all specifications, approved samples and all other requirements under the contract;
- all goods comply with all applicable laws, international conventions and European and national Dutch legal requirements with respect to health, safety and environment;
- title to all goods transferred shall be free from any and all liens and encumbrances

Section 7 Rejection of the goods

In the event of any breach by seller of any warranty, representation or obligation contained herein and/or in the contract, BIT Metals may, without prejudice to any other right or remedy available to it under the contract or at law, reject the goods. In the event of such rejection, BIT Metals shall notify seller and may, at BIT Metals' sole discretion:

- a) claim a full refund of the purchase price paid under the contract; or
- b) require Seller to promptly remedy the non-performance or to replace the rejected Goods with goods meeting the specifications, unless BIT Metals prefers to terminate the contract and claim for alternative and/or additional compensation and/or damages.

Seller shall bear all costs of repair, replacement and transportation of the rejected Goods and shall reimburse BIT Metals in respect of all costs and expenses (including, but not limited to inspection, handling and storage costs) reasonably incurred by BIT Metals in connection therewith.

Section 8 Inspection and assaying

BIT Metals is entitled to inspect and assay goods bought before or within a reasonable time upon delivery, a reasonable time to be defined as no more than 30 working days upon delivery. If BIT Metals does not accept the goods, BIT Metals shall notify Seller of such rejection and Section 7 Rejection of the goods shall apply. Seller is obliged to cooperate with BIT Metals or a third party called in on its behalf and to provide all necessary information and documentation with respect to the goods at the Seller's own expenses.

Section 9 Liability

Seller is liable for all damages, be it direct or consequential damages, irrespective of their nature and cause, suffered by BIT Metals or third parties as a result of any breach or non-performance by Seller of its representations, warranties and obligations under the contract. Without prejudice to any other right or remedy available to BIT Metals under the contract or at law, Seller shall fully indemnify and hold harmless BIT Metals from and against any and all damages, claims, demands, costs including attorney's fees, losses, liabilities and expenses arising directly or indirectly from any breach or non-performance by Seller of its representations, warranties and obligations under the contract with BIT Metals.

Except in case of wilful misconduct or gross negligence by BIT Metals or its managerial staff, BIT Metals shall not be liable for any damage whatsoever, be it direct or consequential damage, suffered by Seller or third parties, including but not limited to material loss, financial loss and environmental damage. In any event BIT Metals' total liability shall be limited to the amount paid by its liability insurance. If BIT Metals' insurance does not offer coverage, BIT Metals' total liability shall be limited to a maximum amount of euro 10,000,- (ten thousand euro) or the amount of the purchase order, whichever amount is the lowest.

The period of limitation for an action arising out of a contract between BIT Metals and Seller, against BIT Metals shall be one year as of the day of the event on which BIT Metals alleged liability is based.

Section 10 Assignment and third party's clause

BIT Metals may transfer any of its rights and obligations under the contract with Seller to any of its subsidiaries and branch offices subject to notification of Seller thereof. BIT Metals stipulates in favour of its employees, subsidiaries and branch offices the right to rely on the purchase contract and these terms and conditions, which form a part of that contract. Seller shall not subcontract, transfer or pledge or assign any of its rights or obligations under the contract with BIT Metals without the prior written consent of BIT Metals.

Section 11 Suspension and termination

Each of the parties shall be entitled to suspend and/or terminate the contract concerned with immediate effect, without further notice of default and without prior judicial intervention, by registered letter, if (i) the other party applies for suspension of payments or is declared bankrupt, or (ii) the other party becomes a subject of any proceedings relating to its dissolution.

Section 12 Applicable law

The parties' rights and obligations arising out of or in connection with the contract and/or these conditions shall be governed, construed, interpreted and enforced according to the laws of The Netherlands. The applicability of the Vienna Sales Convention is hereby explicitly excluded.

Section 13 Jurisdiction

Any suits, actions or proceedings that may be instituted by BIT Metals or Seller shall be initiated exclusively before the competent court in Amsterdam, The Netherlands, without prejudice to the foregoing, BIT Metals is also entitled to institute proceedings against the Seller before the China International Economic and Trade Arbitration Commission (CIETAC) in case Seller has its domicile or business address in China.