

Exhibit A

EXCLUSIVE SUPPLY AGREEMENT

THIS EXCLUSIVE SUPPLY AGREEMENT (this "Agreement") is made and entered into as of the 28th day of April, 2015 (the "Effective Date"), by and between MAIREC PRECIOUS METALS U.S., INC., a South Carolina corporation ("Mairec" or "we"), and 366 PROCESSING SERVICES, INC., a Kentucky corporation ("Supplier" or "you").

W I T N E S S E T H:

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

ARTICLE I.

Definitions

1.1 Definitions. In addition to capitalized terms defined elsewhere in this Agreement, the following capitalized terms wherever used in this Agreement shall have the following meanings:

(a) "Affiliate" means any Person that directly, or indirectly through one of more intermediaries, controls or is controlled by or is under common control with the Person specified. For purposes of this definition, control of a Person means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

(b) "Alternative Supplier" means either REBUILDERS AUTOMOTIVE SUPPLY CO., INC., or PGM OF TEXAS LLC, or any of their respective Affiliates.

(c) "Ceramic CCs" means scrap automotive ceramic catalytic converters that exceed 2000 ppm of precious metals.

(d) "Commencement Date" means the date Mairec's South Carolina processing facility commences day-to-day commercial processing operations for purposes other than testing.

(e) "Exempted Sources of Supply" means any Person for whom Metal Foil CCs, electronic control units, or oxygen sensors materials are not end of useful life, but rather new or manufacturing scrap, unless Supplier notifies Mairec in writing that such Person was an existing and active source of supply to Supplier for such items as of the Effective Date, in which event such Person shall not be included in the Exempted Sources of Supply for so long as such Person remains an active source of supply to Supplier.

(f) "Force Majeure" means and includes any circumstance beyond the reasonable control of Supplier or Mairec, including the following: any act of nature or the public enemy, accident, explosion, fire, storm, earthquake, flood, drought, perils of the sea, the elements, casualty, strikes, lock-outs, labor troubles, riots, sabotage, embargo, terrorism, war (whether or not declared or whether or not the United States of America is a participant), governmental laws, regulations, orders, or decrees, the refusal of a required governmental license, or seizure, in each case for reasons other than the adverse financial condition of the party so affected.

(g) "Mairec's Standard Terms" means Mairec's standard terms and conditions of trade attached as Exhibit A, as the same may be revised from time to time in Mairec's sole discretion. Any reference in Mairec's Standard Terms to "customer" shall be deemed to refer to Supplier.

(h) "Materials" means scrap oxygen sensors, scrap electronic control units, Ceramic CCs, and Metal Foil CCs.

(i) "Metal Foil CCs" means scrap metal foil catalytic converters.

(j) "Person" means an individual, partnership, joint venture, limited liability company, corporation, trust, limited liability partnership or any other legal entity.

1.2 Construction of Certain Terms and Phrases. Unless the context of this Agreement otherwise requires, (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the terms "hereof," "herein," "hereby" and derivative or similar words refer to this entire Agreement; (iv) the terms "Article" or "Section" refer to the specified Article or Section of this Agreement; and (v) the term "including" shall be deemed to mean "including, without limitation" and does not limit the preceding words or terms. Whenever this Agreement refers to a number of days, such number shall refer to calendar days, unless the Agreement expressly refers to work or business days.

ARTICLE II. Supply of Materials

2.1 Output Purchase and Supply Requirements. Subject to the terms and conditions of this Agreement, during the term of this Agreement, (i) Mairec will purchase from Supplier, and Supplier will sell exclusively to Mairec, all of Supplier's and its Affiliate's North American output of scrap oxygen sensors, scrap electronic control units, and Metal Foil CCs; and (ii) Mairec will purchase, for processing in its South Carolina processing facility, scrap oxygen sensors, scrap electronic control units, and Metal Foil CCs exclusively from Supplier, Alternative Suppliers, the respective Affiliates of Supplier and Alternative Suppliers, and Exempted Sources of Supply.

2.2 Volume Reports and Obligations. In order to facilitate the timely and adequate supply of Materials, during the term of this Agreement, Mairec will provide to Supplier and each of the Alternative Suppliers, on a monthly basis, a rolling quarterly report of the total volume of Materials (exclusive of scrap electronic control units) delivered to Mairec by Supplier and the Alternative Suppliers (or their respective Affiliates). If the total average supplied monthly volume of Materials (exclusive of scrap electronic control units and Ceramic CCs) for any consecutive three (3) month period fails to equal or exceed sixty (60) tons, then Supplier, either alone or in combination with the Alternative Suppliers (or any of their respective Affiliates), will sell and supply to Mairec for its purchase a sufficient volume of Ceramic CCs to cover such shortfall.

2.3 Price and Economic Terms. The purchase price and economic terms for the Materials purchased and sold hereunder shall be as set forth as in Exhibit B. All such prices and economic terms are subject to Mairec's Standard Terms with regard to the same.

2.4 Terms of Sale. This Agreement and all purchases and sales of Materials hereunder shall be governed by and subject to Mairec's Standard Terms. To the extent that Mairec's Standard Terms are inconsistent with express provisions of this Agreement, the provisions of this Agreement shall prevail. Supplier agrees that although it may use its standard forms for orders, acknowledgements, or other

notices hereunder, said standard forms will be governed by the terms and conditions of this Agreement and Mairec's Standard Terms, and any term or condition in such standard forms that is inconsistent with or in addition to the terms and conditions of this Agreement or Mairec's Standard Terms shall have no force and effect. Supplier agrees to place a legend on its standard forms submitted to Mairec hereunder confirming that the purchase which is the subject of such order or acknowledgment is governed by the terms of this Agreement and Mairec's Standard Terms.

ARTICLE III.
Term and Termination

3.1 Term. The term of this Agreement shall begin on the Commencement Date and, unless automatically extended as hereinafter provided, shall end on the last day of the first calendar month that is at least one (1) year thereafter unless sooner terminated pursuant to the provisions of Section 3.2 hereof. This Agreement shall be automatically renewed for successive periods of one (1) year each unless this Agreement shall have been terminated as a result of a party's default hereunder, or either party gives the other party a written notice to terminate such automatic renewal at least ninety (90) days prior to the expiration of the then current term.

3.2 Termination.

(a) Without prejudice to any other remedy available at law or in equity or under this Agreement, either party may, by written notice to the other party, terminate this Agreement upon the occurrence of any one or more of the following events:

- (i) Upon the failure of the other party to pay any monies when payable hereunder within thirty (30) days after the delivery of notice of nonpayment; provided that such amount is not contested in good faith by the party that failed to pay the same;
- (ii) Upon the failure of the other party to observe, keep or perform any of the material non-monetary covenants, terms or conditions contained herein, provided the non-breaching, notifying party gave the other party notice of the material non-monetary breach which set forth, in reasonable detail, a description of the alleged breach and the cure required to remedy the same, and such other party (A) failed to cure the same within ninety (90) days after notification thereof, or (B) in the case of a material non-monetary breach that in good faith could not be totally cured within such ninety (90) day period, failed to take substantial steps, during such ninety (90) day period, to cure any such breach, or thereafter failed to pursue such cure diligently to completion;
- (iii) If the other party files a voluntary petition in bankruptcy or under any similar insolvency law, makes an assignment for the benefit of its creditors;
- (iv) If an involuntary petition in bankruptcy or under any similar insolvency law is filed against the other party, or if a receiver is appointed for, or a levy or attachment is made against substantially all of the other party's assets for whatever reason and any such event is not dismissed within one hundred twenty (120) days after commencement thereof.

(b) Supplier acknowledges that Mairec is or will be a party to an Exclusive Supply Agreement with each of the Alternative Suppliers that dated on or about the Effective Date and is comparable to this Agreement (the "Alternative Supplier Supply Agreements"), and that Mairec may terminate this Agreement by written notice to Supplier if either of the Alternative Supplier Supply Agreements is terminated for any reason.

(c) In addition to Mairec's rights under Section 3.2(a) above, if Supplier fails to supply the minimum volumes required pursuant to Section 2.2 above, Mairec shall have the right, in its sole discretion, to either (i) terminate this Agreement in its entirety; or (ii) terminate only Mairec's obligations of exclusivity under clause (ii) of Section 2.1 above. In the event that Mairec elects to terminate only its obligations of exclusivity under clause (ii) of Section 2.1, then this Agreement shall continue in full force and effect except that Section 2.2 and clause (ii) of Section 2.1 shall be of no further force or effect.

3.3 Survival of Obligations. The expiration or termination of this Agreement, for whatever reason, will not discharge or relieve either party from any obligation which accrued prior to such expiration or termination, will not relieve any party that has breached this Agreement from liability for damages resulting from such breach and will not destroy or diminish the binding force and effect of any of the provisions of this Agreement that expressly, or by reasonable implication, come into or continue in effect on or after expiration or termination hereof.

ARTICLE IV. Miscellaneous

4.1 Force Majeure. If the performance of any obligations hereunder shall be delayed or prevented because of an event of Force Majeure, the party so suffering may, at its option, suspend performance during the period such cause continues, and no liability shall attach against either party on account thereof; provided, however, that if Supplier is unable to provide Materials to Mairec on a timely basis due to an event of Force Majeure, Mairec may elect to effect cover by purchasing such Materials from a third party notwithstanding anything in Sections 2.1 to the contrary. Any party suffering an event of Force Majeure shall diligently attempt to remove such cause or causes with reasonable dispatch (it being agreed, however, that neither party shall be required to concede to the demands of labor) and shall promptly notify the other party of the existence of the event of Force Majeure, and the expected delays and the estimated affect upon performance to result therefrom.

4.2 Waivers and Consents. All waivers and consents given hereunder shall be in writing. No waiver by any party hereto of any breach or anticipated breach of any provision hereof by any other party shall be deemed a waiver of any other contemporaneous, preceding or succeeding breach or anticipated breach, whether or not similar, on the part of the same or any other party.

4.3 Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be given by prepaid registered first-class mail, by facsimile or other electronic means, or by hand-delivery as hereinafter provided. Any such notice or other communication, if mailed by registered prepaid first-class mail at any time other than during a general discontinuance of postal service due to strike, lockout or otherwise, shall be deemed to have been received on the fifth business day after the post-marked date thereof, or if sent by facsimile or other electronic means, shall be deemed to have been received on the business day following the sending, or if delivered by hand shall be deemed to have been received at the time it is delivered to the applicable address noted below either to the individual designated below or to an individual at such address having apparent authority to accept deliveries on behalf of the addressee. Notice of change of address shall also be governed by this section.

In the event of a general discontinuance of postal service due to strike, lockout or otherwise; notices or other communications shall be delivered by hand or sent by facsimile or other electronic means, or by courier and shall be deemed to have been received in accordance with this section. Notices and other communications shall be addressed as reflected below each party's signature unless such address is changed by written notice provided pursuant to this Section.

4.4 Headings. The Article and Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

4.5 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York without giving effect to its conflicts of laws or provisions. The parties specifically disclaim application of the United Nations Convention on Contracts for the International Sale of Goods.

4.6 Arbitration. Any controversy or claim, arising out of or relating to this Agreement, or the breach hereof, shall be submitted to and resolved by the American Arbitration Association ("AAA"), with such arbitration to be held in New York, New York, in accordance with AAA's Commercial Arbitration Rules then in effect. Each party hereby irrevocably agrees that service of process, summons, notices as other communications related to the arbitration procedure shall be deemed served and accepted by the other party five (5) working days after having been mailed by first class registered mail, return receipt requested, postage prepaid, to every other party or if actually received by the every other party. The arbitration shall be conducted by one arbitrator, as selected by the AAA. Any award or decision rendered in such arbitration shall be final and binding on all parties, and judgment may be entered thereon in any court of competent jurisdiction if necessary. Except as may be provided to the contrary herein, each party hereto shall pay any and all expenses incurred by such party in connection with such arbitration proceeding, unless otherwise determined by the arbitrator. Notwithstanding the foregoing, any party may seek injunctive relief against any other party at any court of proper jurisdiction with respect to any and all preliminary injunctive or restraining procedures pertaining to this Agreement or the breach thereof. Any provisions to the contrary herein notwithstanding, the law applicable in the jurisdiction of such court shall apply with respect, but limited to, all such preliminary injunctive or restraining procedures.

4.7 Parties in Interest. Supplier may not assign this Agreement without the express prior written consent of Mairec. Subject to the foregoing restriction, this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

4.8 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one instrument. Electronically transmitted or faxed copies of manually executed signature pages to this Agreement will be fully binding and enforceable without the need for delivery of the original manually executed signature page.

4.9 Amendments. This Agreement may not be changed orally, and may only be changed by a written agreement signed by the party to be so bound.

4.10 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party hereto under this Agreement will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its

severance herefrom, and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

4.11 Entire Agreement. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter contained herein and supersedes any previous communications, representations or agreements by either party, whether oral or written.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, Mairec and Supplier have each executed this Agreement as of the Effective Date.

"SUPPLIER"

"MAIREC"

366 PROCESSING SERVICES, INC.

MAIREC PRECIOUS METALS U.S., INC.

By: _____

By:  _____

Name: _____

Name: Mikhail Khaimov _____

Title: _____

Title: President _____

Address:

Address:
230 Old Converse Road
Spartanburg, SC 29307

Attention:

Fax:

Email:

Attention: Mikhail Khaimov
Fax: +49 6023-9169-10
Email: m.khaimov@mairec.com

EXHIBIT A
Mairec's Standard Terms

General Terms and Conditions of Trade
MAIREC PRECIOUS METALS U.S., INC., a South Carolina corporation
(April 2015 Version)

1. Sphere of application / Introduction / General

- a) The terms and conditions of trade set out below (hereafter referred to as "Terms") shall apply to all business dealings with MAIREC PRECIOUS METALS U.S., INC. (hereafter referred to as "MAIREC" or "we"). We are not bound by any differing provisions in the terms and conditions of trade of our business customers (hereafter referred to as "customer") or which result from collateral agreements, if they have not been expressly made part of this contract in writing.
- b) Taking delivery of and/or delivering goods, and receiving and/or providing services, irrespective of their nature, or the acceptance of payments does not under any circumstances imply that our customer's general terms and conditions of trade have become part of the content of this contract.
- c) Our terms and conditions shall apply to future business dealings even if they have not been included in a particular case.

2. Offers and contracts

- a) Our offers are subject to confirmation. A contract is not concluded until we have given a confirmation of order in writing or in our standard form subject to Section 1 of the Terms.
- b) Amendments or supplements to a contract or the cancellation of a contract do not become an effective part of the contract until we have given written confirmation of them in terms of Section 1.

3. Deliveries

- a) With each order placed, the customer must first give a clear declaration as to the regulatory classification as Hazardous Material (as defined in Section 4) or nonhazardous, and the content and chemical characteristics of the materials. This declaration shall include, for example, the following matters or points: all manifests and DOT labeling required for transport, treatment, recycling and receiving of the materials under the Resource Conservation and Recovery Act, Toxic Substances Control Act, Occupational Safety and Health Administration, Federal Insecticide, Fungicide, and Rodenticide Act, or Department of Transportation regulations or any state or local law, rule or ordinance governing the transport, storage, disposal, treatment, recycling, or receiving of such materials, as well as any declaration on general quality and composition – *i.e.* content of precious metals – of the material. The customer shall assume responsibility for the accuracy of the material description, and compliance with applicable laws and regulations. The customer is under a duty to provide full and accurate details. The declaration analyses required must be produced on request.
- b) If it is established during the control of incoming materials or during subsequent processing that there are prohibited substances, the customer must take them back at its own expense, within 10 business days after MAIREC's written request. Otherwise, MAIREC will dispose of the waste in accordance with applicable laws and regulations, at the customer's expense. MAIREC can also dispose of the waste in accordance with applicable laws and regulations if a special request for disposal is made by customer. MAIREC is entitled to have the disposal and other contractual obligations carried out by third parties, provided that the waste management takes place in duly licensed facilities.
- c) Additional costs, *e.g.* costs of analysis, which MAIREC incurs as a result of incorrect or incomplete details on the materials delivered, shall be charged to the customer.
- d) MAIREC is entitled to take a sample from the residues provided to it and to use this as a basis for a binding quality sample. MAIREC is entitled to reject any residue or waste that does not correspond with the customer's declaration.

- e) The customer shall bear the cost and risk of the delivery of materials to MAIREC's plant. This applies even if transport is made available by MAIREC's plant. Any agreements to the contrary shall only apply if they have become part of the content of the contract in accordance with these Terms.
- f) The materials must be packed properly, and any instructions given by MAIREC must be followed. Empty containers will only be returned if there is a specific request. The customer shall, however, bear any costs incurred with respect to returning such empty containers.
- g) MAIREC must be notified, in writing, of any delivery of materials at least 24 hours in advance. The customer shall pay any additional costs that arise due to incorrect or incomplete information or if the required advance notice with respect to the materials delivered is missing or late.

4. Provisions under the laws on waste substances

- a) MAIREC's approval is required for the delivery of substances which display one or more dangerous characteristics, e.g. components which are toxic, damaging to health, carcinogenic, sensitising, impair fertility, cause hereditary genetic damage, are dangerous to the environment, corrosive, irritating, flammable, likely to explode, oxidizing or radioactive, and for the delivery of substances with damaging or harmful elements (e.g. arsenic, lead, bromine, cadmium, chlorine, fluoride, halogen connections, mercury, selenium, tellurium etc.).
- b) With respect to its delivery of materials, the customer shall be obliged to draw attention to the existence of any of the substances described in a) above, in addition to its duty to make a declaration under Section 3.
- c) Furthermore, the customer must ensure that the dangerous materials delivered by it and/or on its instructions are transported and packed in accordance with all relevant laws and regulations.
- d) The customer is solely responsible for providing a correct declaration of the given residual materials, even in circumstances where MAIREC is authorized to represent the customer in dealings with governmental or quasi-governmental authorities or other third parties.
- e) To the extent that the materials delivered fall under the definition of "Hazardous Material" (as defined below), the customer must ensure that the material is delivered, transported, and handled in full compliance with all applicable "Environmental Laws" (as defined below). For purposes hereof, "Environmental Law" means any law, statute, rule, regulation, ordinance or other pronouncement having the effect of law of the United States, any foreign country or any domestic or foreign state, county, city or other political subdivision or of any governmental or regulatory authority, or any writ, judgment, decree, injunction or similar order of any governmental or regulatory authority, in each case relating to the regulation or protection of human health, safety or the environment or to emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or wastes into the environment (including, without limitation, ambient air, soil, surface water, ground water, wetlands, land or subsurface strata), or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, pesticides, pesticide products, chemicals, chemical products or industrial, toxic or hazardous substances or wastes. For purposes hereof, "Hazardous Material" means (i) any petroleum or petroleum products, flammable explosives, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation and transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls (PCBs); (ii) any chemicals or other materials or substances which are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants" or words of similar import under any Environmental Law; and (iii) any other chemical or other material or substance, exposure to which is now or hereafter prohibited, limited or regulated by any governmental or regulatory authority under any Environmental Law.

5. Weighing, treatment, settlement and accounts

- a) MAIREC will weigh the materials upon delivery at its plant and notify customer of the same with the order confirmation. In all circumstances, MAIREC's weights will control unless proven to be in error after objection by the customer in accordance with b) below.
- b) The information on weights thus obtained is binding on MAIREC and the customer, provided that the latter has not made a written objection to them within one week. The time limit shall begin as per f) below.
- c) In the absence of a timely objection by customer to MAIREC's weights, MAIREC is authorized to supply the materials for processing subsequent to weighing.
- d) Furthermore, the weights determined in connection with the confirmation of order (or the weights resulting after homogenization) and, in the event of reworking, with the precious metal content of a material established after subsequent sampling, form the basis for the settlement statement issued by MAIREC, which shall become binding if the customer has not made a written objection to it within one week. The time limit shall begin as per f) below.
- e) MAIREC will keep an account for each customer that receives back precious metals from the treatment of materials containing them. MAIREC will determine the actual balance of the account as carefully as possible and notify the customer of the same by a written statement of account. Such written statement of account will be final and legally binding on the parties unless objected to in writing by customer within seven days after receipt of the same. The time-limit shall begin as per f) below.
- f) The time limit for objections under b), d), and e) above shall commence on the day on which the relevant notification is issued (i.e., an order confirmation, settlement statement, or statement of account).

6. Processing costs

- a) The prices contained in MAIREC's quotations are subject to confirmation and do not include any applicable sales tax, which shall be the customer's sole responsibility in accordance with Section 16.
- b) Furthermore, MAIREC reserves the right to make an appropriate increase to the prices originally quoted if the materials have special characteristics of which MAIREC was not aware of when the order was accepted and which result in additional expenditure in processing. This applies in particular to dangerous goods within the terms of Section 4 and waste requiring supervision.

7. Payment for and return of metal

- a) If the precious metals extracted from the materials, or other metals for which payment can be made, are acquired by way of purchase, then the prices for the same will be determined by reference to the metal prices that are valid on the account settlement date.
- b) The customer must give MAIREC written notification no later than one week before expiry of the agreed time if it desires a later settlement date.
- c) If the return of the precious metals has been agreed upon, then it will be returned at the sole cost and risk of the customer.
- d) Furthermore, if there is a return, MAIREC is entitled to select the packaging, method of forwarding and the route, using the most appropriate method according to MAIREC's best judgment. If the forwarding agent or carrier takes delivery of the consignment without making any objection, this shall be deemed to be evidence that there are no defects in the packaging.
- e) Furthermore, MAIREC is also entitled to take out transport insurance or valuables insurance in transit on behalf of and at the expense of the customer.
- f) Section 1, point a) shall not be affected by points d) and e).

8. Payment

- a) Unless different terms are agreed upon in accordance with Section 1, point a), MAIREC's invoices shall be due on receipt, time being of the essence.
- b) If a payment from the customer should appear to MAIREC to be at risk, or if the customer should fail to make payment when due, then MAIREC is entitled, without further consent by the customer, to retain,

set off and sell, in MAIREC's own name, the quantity of metal under existing contracts, whose market value corresponds to the amount to be satisfied or covers it in part. The customer shall pay all of the costs incurred. Customer hereby grants to MAIREC a continuing lien, security interest, and right of set off as security for any and all liabilities and obligations of customer to MAIREC upon all of customer's accounts or materials in MAIREC's possession, custody or control.

c) Furthermore, MAIREC reserves the right to demand and require advance payments or security deposits if circumstances exist or become known about the customer, which cause MAIREC to be insecure as to customer's payment of MAIREC's claims. If the customer does not fulfill such a demand, then MAIREC shall be entitled to terminate the contract. The customer shall bear the costs incurred until such time. Furthermore, MAIREC shall be free to demand compensation from the customer for any inconveniences and damages which MAIREC suffers as a result of terminating the contract.

d) Furthermore, in the event of the issue of a credit note for the value of metal resulting from reworking, MAIREC shall be entitled to set off the amount of the invoice for re-working with the value of metal contained in the credit note or to deduct it from the payment to be made. MAIREC shall be entitled to retain goods/precious metals until final payment of its invoice.

e) Any payment or charge not received from customer when due will bear interest at the rate of 1.5% per month (18% per year) from the date due. Any check or remittance received from or for the account of customer may be accepted and applied by MAIREC against any indebtedness or obligation owed by customer without prejudice to or discharge or accord and satisfaction of the remainder of any such indebtedness or obligation, regardless of any condition, provision, statement, legend, notation, document or writing appearing on, referring to, or accompanying such check or remittance. Any bank charges for drafts, wire transfers, and bad checks shall be paid by customer. Customer shall pay for all of MAIREC's costs of enforcing this Agreement (including reasonable attorneys' fees), including collection of amounts owed to MAIREC by customer. If customer fails to make a payment on or before the due date for such payment, or becomes insolvent or bankruptcy proceedings are instituted by or against customer, or customer makes an assignment for the benefit of creditors, all balances then due and owing to MAIREC shall become due immediately, notwithstanding any agreed upon payment periods. Moreover, any commitments, understanding, or obligations that have been confirmed or agreed to by MAIREC, but not yet filled, shall in such cases become cancelable at the sole discretion of MAIREC.

9. Transfer of ownership

a) The customer shall retain ownership of the materials delivered or the metals recovered by MAIREC during the entire period of treatment. If the material is combined or commingled with other materials, the customer shall in any case become co-owner. However, MAIREC shall be entitled to restore the customer's sole ownership at any time at MAIREC's sole discretion.

b) Every payment by MAIREC, whether for payment or advance or final settlement and whether for cash or in kind, shall result in transfer of ownership in the relevant goods. If an (advance) payment for goods in the possession of the customer should be made, then the customer must ensure that there is adequate comprehensive insurance for the goods, taken out at customer's sole cost and expense. The goods must be separate from the customer's own material.

10. Complaints

a) Complaints of any kind must be made to MAIREC immediately and in writing, and no later than within one week after receipt of the settlement statement and return delivery.

b) If there is a justifiable objection to the composition of the metals or the precious metal products/combinations MAIREC has delivered, then MAIREC will either exchange them for goods which have no defects or issue a credit note for the value.

c) Claims by the customer beyond that in relation to material damage, pecuniary loss or other loss (e.g. from pre-contractual or contractual liability or unauthorized action, etc.) will be settled only to the amount

of MAIREC's risk coverage, provided that the customer provides an exact assessment of the damage and has proven the amount of the loss.

d) If the customer fails to assert a claim within the period given in point a), then a later claim will not be considered and will be deemed waived.

11. Delivery times

a) Delivery times shall only apply if they have been expressly confirmed by MAIREC in writing (in accordance with Section 1, point a). If the re-workings delivered should vary from the original agreement in composition and quantity, extended delivery times are permissible.

b) In the event of an act of God or other circumstances described in Section 14, the provisions of Section 14 shall apply.

12. Trade in and transfer of precious metals

a) Telephone orders by the customer will be binding if MAIREC gives its agreement.

b) The customer shall bear the cost of losses resulting from errors in transmission, misunderstandings or errors in telephonic communication with the customer or with third parties, provided that there is no fault on MAIREC's part.

c) MAIREC reserves the right to cancel (annul) credit notes given as a result of an error, a spelling mistake, or for any other reasons, without the need for a corresponding order, simply by making a book entry.

13. Liability

a) The customer is liable should there be a violation of the provisions of our Terms which form the basis of the delivery of materials. This applies in particular to the declarations in terms of Section 3 inasmuch as loss or detriment could occur if customer fails to disclose a dangerous composition, or harmful or irritating elements.

b) The customer is liable for all detriments and losses that are due to the dangerous composition of the material or their harmful or irritating elements. Such liability shall in principle come to an end upon the complete reconditioning and waste disposal of the material.

c) If, on the other hand, the material is one with continuing damaging effect, then the customer's liability shall continue until the damaging effects have fallen below the permissible values. This applies in particular to radioactivity.

d) MAIREC shall not be liable to the customer for loss or damage to materials that are deposited with MAIREC for processing unless such loss or damage results from the intentionally improper or grossly negligent action of MAIREC. In no event shall MAIREC's liability with respect to claims by the customer in relation to damage to customer's material, pecuniary loss or other loss (e.g. from pre-contractual or contractual liability or unauthorized action, etc.) exceed the current value of the materials or the amount of MAIREC's risk coverage, and in all events shall be subject to the customer providing an exact assessment of the damage and proving the amount of the loss. **MAIREC disclaims liability for any special, indirect, punitive, incidental or consequential damages of any nature, whether based in contract or in tort, that arise in connection with the materials or in connection with either MAIREC's failure to process or the delay or improper processing of the materials (including, but not limited to, those based upon any loss or damage resulting from general or particular requirements and needs of the customer of which MAIREC may have had reason to know, lost profits or revenue, anticipated savings, goodwill, facility or production downtime, loss or damage of materials).**

e) In general, no claims for compensation of any kind may be made against MAIREC by the customer or any of its customers in the event of an act of God or other circumstance described in Section 14.

14. Acts of God

In the event of an act of God (earthquake, war, shortage of labor, energy or raw materials, orders by public authorities, operating difficulties, riot, terrorism, looting and similar events), the effect of which is that the availability of metals required cannot be guaranteed, MAIREC shall be released from performing the contractual obligations affected thereby for the duration of the impediment.

15. General Legal Compliance

The parties will comply with all applicable international, foreign, and U.S. federal, state and local laws, rules and regulations, including, but not limited to, all applicable laws and regulations pertaining to privacy and confidentiality.

16. Levies

The customer shall be responsible for paying any taxes, duties and other levies that are assessed on the goods and associated documents on deliveries from abroad within or outside of the United States.

17. Place of business and jurisdiction

- a) The place of business and jurisdiction for all obligations under the contract shall be the location of MAIREC's processing facility in South Carolina.
- b) An obligation to make a payment to MAIREC shall be deemed to have been fulfilled when the payment in question has been credited to MAIREC's company account at the place of payment given in the invoice and the amount is available for MAIREC's use. In the case of Section 9, point d), the obligation to make payment to MAIREC that arises under the contract shall be deemed to have been satisfied as soon as MAIREC has set off the relevant amounts (cf. Section 9, point d).

18. General provisions

- a) The law of the State of South Carolina disregarding its conflict of laws provisions, exclusively govern all contracts between the parties, all transactions and conduct related to such contracts, and all disputes and causes of action between the parties (in contract, warranty, tort, strict liability, by statute, regulation, or otherwise). The parties specifically disclaim application of the United Nations Convention on Contracts for the International Sale of Goods.
- b) If any one of these Terms should be legally ineffective for customer orders, and if the rights or obligations of any party hereto under the Terms will not be materially and adversely affected thereby, then (i) such provision will be fully severable, (ii) the Terms will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (iii) the remaining provisions of these Terms will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom, and (iv) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of these Terms a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

EXHIBIT B
Price and Economic Terms

Material:	Metal Foil Auto Catalysts
Quantity:	Minimum lot size 2,000 lbs
Time of delivery:	From Commencement Date to first anniversary thereof
Lot Charge:	[REDACTED] US\$ / lot
Treatment Charge:	[REDACTED] US\$ / lb net weight received
Refining Charges:	[REDACTED] US\$ / Toz payable Pt [REDACTED] US\$ / Toz payable Pd [REDACTED] US\$ / Toz payable Rh
Return rates (based on the analytically determined contents):	
Pd:	[REDACTED] %
Pt:	[REDACTED] %
Rh:	[REDACTED] %
Outturn Period:	[REDACTED] weeks after arrival in Spartanburg, S.C.

Material:	Oxygen Sensors
Quantity:	Minimum lot size 2,000 lbs
Time of delivery:	From Commencement Date to first anniversary thereof
Lot Charge:	[REDACTED] US\$ / lot
Treatment Charge:	[REDACTED] US\$ / lb net weight received
Refining Charges:	[REDACTED] US\$ / Toz payable Pt [REDACTED] US\$ / Toz payable Pd
Return rates (based on the analytically determined contents):	
Pd:	[REDACTED] %
Pt:	[REDACTED] %
Outturn Period:	12 weeks after arrival in Spartanburg, S.C.

Material:	Autocatalyst Ceramics	
Type:	With PGM content > 2,000 ppm	
Time of delivery:	From Commencement Date to first anniversary thereof	
Lot Charge:	[REDACTED]	US\$ / lot for lots < 1,000 lbs
		US\$ / lot for lots > 1,000 lbs
Treatment Charge:	[REDACTED]	US\$ / lb net weight received
Return rates (based on the analytically determined contents):		
	Pt: [REDACTED]	%
	Pd: [REDACTED]	%
	Rh: [REDACTED]	%
Outturn Period:	11 weeks after arrival in Spartanburg, S.C.	

Advances:

We offer the following payment options:

Metal Foil Auto Catalysts and Oxygen Sensors:

- Advance payment of up to 80% of the value based on our XRF results to be determined on the day after the sampling at our facility in Spartanburg, S.C. (approx. 5 working days after arrival of the goods in Spartanburg, S.C.).
- Early settlement, after final assays are available, which under normal circumstances shall be no later than 15 to 20 working days after the receipt at our facility.

Autocatalyst Ceramics:

- Advance payment of 90% of the value based on our XRF results to be determined on the day after the sampling at our facility in Spartanburg, S.C. (approx. 3 working days after arrival of the goods in Spartanburg, S.C.).
- Early settlement, after final assays are available, which under normal circumstances shall be no later than 10 to 15 working days after the receipt at our facility.

The final settlement will be based on the final assays results and after deduction of any advance payments and open charges. Any advance payments or early settlements for metal foil and o2 material are subject to an interest rate of 6.0% per annum from the date of the corresponding payment until the end of the final processing time. Any advance payments or early settlements for autocatalyst ceramic material are subject to an interest rate of 4.5% per annum from the date of the corresponding payment until the end of the final processing time.

Hedging:

- If you desire to hedge the price of the metal you sell to Mairec you shall so indicate to Mairec, either verbally or in writing, whereupon Mairec will agree to purchase said commodity from you, and you will agree to sell and deliver said commodity to Mairec, at the specified price, quantity, and quality agreed upon by the parties at such time. You will normally be provided a Hedge Confirmation either electronically, or by mail upon execution of the commodity trade. However, the lack of an electronic or hard written copy of a Hedge Confirmation does not release either party from their obligation to perform

against said commitment, it being agreed that the commitment to engage in the hedge transaction, whether verbal or written, constitutes a legal and binding contract.

- If you hedge the metal price in advance of shipping, you are required to deliver the contracted quality and quantity of the commodity within 60 days after the contract date of the hedge, unless other arrangements have been agreed to by Mairec. If the contracted quality or quantity of the commodity is not delivered within such timeframe for any reason, including any of the reasons described in Section 14 (Acts of God) of Mairec's General Terms and Conditions of Trade, Mairec reserves the right to reverse the hedge (either in whole or in part in the case of your partial performance) at the current price of the metal that day, and invoice you for the difference in the prices of the contract quantity.

Price basis for purchases by Mairec:

Pt/Pd: based on the a.m./p.m. London fixing, in USD as published in Metal Bulletin less 4 US\$/oz or spot.

Available on <http://www.lppm.com/statistics.aspx>.

Rh: based on the Johnson Matthey London Base Price less 100 US\$/oz. (75 US\$/oz. for ceramics)

Available on <http://platinum.matthey.com/>.

Delivery:

CIF Mairec, Spartanburg, SC, in drums, boxes, or super-sacs on pallets (INCOTERMS 2012)

Please be advised, that the shipper/generator of the material is responsible to comply with the current waste regulations concerning this shipment. We are happy to assist you in case of any questions.

Composition of material:

The delivered material has to be suitable for sampling and processing at Mairec. Further the material shall have normal physical characteristics and chemical elements and shall be suitable for safe and secure transportation, storage, treatment and handling. If any of the above mentioned conditions are not fulfilled, we reserve the right to send the material back at your own expense.

Validity:

Mairec reserves the right to adjust these terms for deliveries occurring after the first anniversary of the Commencement Date. Above terms can be further modified with mutual agreement of both parties in writing.

IN WITNESS WHEREOF, Mairec and Supplier have each executed this Agreement as of the Effective Date.


"SUPPLIER"

"MAIREC"

366 PROCESSING SERVICES, INC.

MAIREC PRECIOUS METALS U.S., INC.

By: 
Name: Doug Meece
Title: President

By: 
Name: Mikhail Khaimov
Title: President

Address:

Address:
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Spartanburg, SC 29307

Attention:
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Email:

Attention: Mikhail Khaimov
Fax: +49 6023-9169-10
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