

1. These Terms and Conditions (**Conditions**) apply to the Contract to the exclusion of any and all other terms that the Seller seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, and shall apply to all subsequent sales by Seller to Buyer whether expressly stated or not. In the event of any discrepancy between these Conditions and the terms of the Purchase Confirmation, the terms of the Purchase Confirmation shall prevail.

2. INTERPRETATION

- 2.1. The following definitions apply in these Conditions.

2.1.1. Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

2.1.2. Buyer's Customer means the party to whom Buyer on-sells the Goods

2.1.3. Contract: the contract between the Seller and the Buyer for the supply of Goods contained in the Purchase Confirmation together with these Conditions.

2.1.4. Delivery: shall be the point at which risk in the Goods transfers to Buyer in accordance with Incoterms 2020.

2.1.5. Delivery Date: the date for Delivery specified in the Purchase Confirmation.

2.1.6. Delivery Location: The place of Delivery specified in the Purchase Confirmation.

2.1.7. Goods: the goods (or any part of them) the subject of the Contract as described in the Purchase Confirmation,

2.1.8. Purchase Confirmation: the document recording the agreement between the Buyer and Seller to sell and purchase the Goods which may be in the form of a formal document, or an email from a Party accepting an order from the Buyer, or offer from the Seller.

2.1.9. Specification: any specification for the Goods stated in the Order/ Purchase Confirmation.

3. BASIS OF CONTRACT

- 3.1. All offers from Seller to Buyer or orders from Buyer to Seller are deemed made in accordance with these Conditions. The Purchase Confirmation is the acceptance of any offer or order and shall be deemed to incorporate these Conditions, at which point and on which date the Contract shall come into existence.
- 3.2. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral.

4. QUALITY AND QUANTITY

- 4.1. The Seller warrants that on Delivery the Goods shall:
 - 4.1.1. conform with their description and any applicable Specification;
 - 4.1.2. be of merchantable and satisfactory quality and fit for purpose;
 - 4.1.3. conform to the quantities stated in the Purchase Confirmation;
 - 4.1.4. be packed and labelled in a manner suitable for safe

exports and/or transportation or as otherwise specified in the Purchase Confirmation; and

- 4.1.5. comply with any applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

4.2. Buyer may inspect and test the Goods during manufacture, processing or storage at the premises of the Seller or any third party prior to Delivery, and Seller shall use reasonable endeavours to facilitate such inspection and testing.

4.3. Seller's mill test certificate shall be indicative of quality only in the absence of challenge by Buyer. In the event that defect or non-conformity in the Goods is identified by Buyer or Buyer's Customer or their surveyor, such survey report shall be final and binding for all purposes under the Contract.

4.4. Buyer may appoint an independent surveyor to ascertain the weight of the Goods discharged at the Port of Discharge, and the Certificate of Weight so issued shall be final and binding for all purposes under these Conditions.

4.5. The terms of these Conditions shall also apply to any repaired or replacement Goods supplied by the Seller.

5. BUYER'S REMEDIES

5.1. Seller acknowledges that Buyer is a trader and not end user of the Goods. If upon inspection by Buyer, Buyer's Customer or their surveyors, the Goods are not as warranted under Clause 4.1 or a latent defect becomes apparent subsequent to Delivery, the Buyer may without limitation to its other rights and remedies, exercise any one or more of the following rights, at Buyer's sole option:

- a) reject the Goods (in whole or in part) whether or not title or risk has passed to Buyer
- b) return the Goods at Seller's risk and expense
- c) require Seller to take delivery of the Goods
- d) require Seller to repair or replace the rejected Goods, or refund the price paid in full
- e) refuse any subsequent delivery of Goods
- f) terminate the Contract with immediate effect by giving written notice to seller
- g) recover damages for all losses suffered as a result of the defective Goods or packaging including without limitation losses incurred by Buyer to Buyer's customer.

5.2. Buyer shall provide notice of such defect or claim within 2 months of Delivery of the Goods or within 15 days of any latent defect becoming apparent, whichever is later.

5.3. If the Seller fails to deliver the Goods at the Delivery Location on or before the Delivery Date, the Buyer at its sole option may:

- a) terminate the Contract with immediate effect; and/or
- b) refuse to accept any subsequent attempt at Delivery; and/or
- c) obtain replacement goods of similar description and quality and recover from the Seller all costs and expenses of obtaining such replacement goods; and/or

- d) claim damages for any other costs, expenses or losses incurred as a result of the Seller's failure to Deliver by the specified time, including without limitation recover the cost of any additional tariffs imposed by the destination country as a result of Seller's late delivery.

5.4. The Buyer shall retain the rights and remedies available under Clauses 5.1 to 5.3 above notwithstanding Clause 8.1 below, and irrespective of whether or not it has accepted Delivery of the Goods.

5.5. The Buyer's rights and remedies under this Contract are in addition to the rights and remedies available to it in relation to all warranties, conditions and terms implied by statute or common law.

6. DELIVERY AND ACCEPTANCE OF THE GOODS

6.1. The Seller shall deliver the Goods to the Delivery Location on or by the Delivery Date (Delivery).

6.2. The time of Delivery is of the essence of the Contract.

6.3. Solely with the prior written consent of the Buyer, the Seller may deliver the Goods by instalments, which may be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall entitle the Buyer to cancel any other instalment and rely on rights and the remedies set out in Clause 5.3.

7. DOCUMENTATION

7.1. Seller shall be responsible for providing accurate sufficient documentation pertaining to the Goods to satisfy all port and customs authorities' requirements. Any losses arising out of or in connection with any documentary defect shall be for Seller's account.

8. TITLE AND RISK

8.1. Title to and risk in the Goods shall pass to the Buyer on completion of Delivery in accordance with Clause 6.

8.2. Seller warrants that it has good title to the Goods at the time of Delivery, free from all encumbrances.

8.3. Seller waives any and all rights vested in it on the grounds of any rights of retention and/or recovery over the Goods on completion of Delivery.

9. CHARGES AND PAYMENT

9.1. The price for Goods:

9.1.1. shall be the price set out in the Purchase Confirmation;

9.1.2. where applicable, shall be inclusive of packaging, delivery, off-loading and insurance costs; and

9.1.3. shall be inclusive of VAT and any other sales taxes unless otherwise specified on the Order/Purchase Confirmation.

9.2. All pre-payments and deposits shall be fully refundable, with interest payable in accordance with Clause 9.5 below in the event of any failure to deliver under the Contract, such refund to be without prejudice to all other rights and remedies of the Buyer hereunder.

9.3. The Seller may invoice the Buyer only after completion of Delivery, and Buyer shall pay each invoice submitted by the Seller within 60 Business Days from the date of Delivery of the Goods to the Buyer.

9.4. If the Buyer disputes the amount stated on any invoice,

it shall notify the Seller in writing. The parties shall negotiate in good faith to attempt to resolve the dispute promptly. The Seller shall provide all such evidence as may be reasonably necessary to verify the disputed invoice. If the parties have not resolved the dispute with 10 days of the Buyer's notification, the dispute shall be resolved in accordance with Clause 15. Where only part of an invoice is disputed, the undisputed amounts shall be paid as set out in Clause 9.4. The Seller's obligations to supply the products shall not be affected by any payment dispute.

9.5. If either Party fails to make a payment under the Contract by the due date, interest will be payable at 2%pa above Bank of England's base rate from time to time, or at 2%pa for any period when that base rate is below 0%. In relation to payments disputed in good faith, interest under this clause is payable only after the dispute is resolved, on sums found or agreed to be due, from 15 days after the dispute is resolved until payment.

9.6. All amounts due under the Contract may be subject to set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). Any exercise by the Buyer of its rights under this Clause 9.6 shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

10. CONFIDENTIALITY

10.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, Buyer's customers, clients or Sellers suppliers, except each party may disclose the other party's confidential information as required by law or to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract and on the basis that such information be kept confidential

11. TERMINATION

11.1. Without affecting any other right or remedy available to it, the Buyer may suspend or terminate the Contract with immediate effect by giving written notice to the other party if:

11.1.1. the Seller commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 3 days after receipt of notice in writing to do so;

11.1.2. the Seller takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

11.1.3. the Seller suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

11.1.4. the Seller's financial position deteriorates to such an extent that in the Buyer's opinion the Seller's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

11.2. Without affecting any other right or remedy available to it, the Buyer may terminate the Contract with immediate effect by giving written notice to the Seller if the Seller fails to deliver any of the Goods to the Delivery Location on or by the Delivery Date.

11.3. Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

11.4. Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

12. FORCE MAJEURE

12.1. Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (a **Force Majeure Event**). The Party directly affected by the Force Majeure Event (the **Directly Affected Party**) shall inform the other Party (the **Non-Affected Party**) immediately of the occurrence of the Force Majeure Event. The Directly Affected Party shall be entitled to suspend obligations affected by the Force Majeure Event, and the Non-Directly Affected Party may suspend any corresponding obligations, pending the cessation of the Force Majeure Event. Should the effect of the Force Majeure Event be ongoing for more than 3 months, the Non-Affected Party may terminate the Contract by written notice to the Directly Affected Party.

12.2. A Force Majeure Event on the part of the Seller shall not include events within the Seller's control, including but not limited to: a lack of personnel, breach of contract by Seller's suppliers of goods or services, lack of materials, or solvency or liquidity problems on the part of the Seller.

13. SANCTIONS AND ANTI-BRIBERY

13.1. Each party warrants to the other that at the time of entering into, and throughout performance of, the Contract:

13.1.1. It has complied with, and will continue to comply with all applicable laws, statutes, regulations and codes relating to bribery and corruption, including but not limited to the Bribery Act 2010 and has suitable policies in place to ensure the compliance with such obligations; and

13.1.2. It is not and will not become subject to any sanctions regime and shall comply with all applicable sanctions restrictions.

14. GENERAL

14.1. The Buyer may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract. The Seller shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

14.2. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable and if such modification is not possible, the relevant provision shall be deemed deleted but neither shall affect the validity and enforceability of the rest of the Contract.

14.3. A waiver of any right or remedy under the Contract or by law or variation of the Contract is only effective if given in writing and shall not be deemed a waiver or variation of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

14.4. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

15. GOVERNING LAW AND JURISDICTION

15.1. Any dispute arising out of or in connection with this Contract including any questions regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration before a sole arbitrator under the LCIA Rules, which Rules are deemed to be incorporated by reference into this Clause. The seat, or legal place of arbitration shall be London in accordance with the Arbitration Act 1996. The language to be used shall be English.

15.2. The Contract shall be governed by the substantive law of England and Wales.