

STANDARD CONDITIONS OF SALE.

1 General

- (1) These terms and conditions ("Conditions") (together with the commercial terms set out in the document to which these Conditions are appended (the "Sales Contract") (together the "Contract") are the only terms upon which the company named as such in the Sales Contract (the "Seller") is prepared to deal with the recipient set out in the Sales Contract (the "Buyer") in respect of the goods set out in the Sales Contract (the "Goods") and they shall govern the sale and purchase of the Goods to the entire exclusion of any other express or implied terms and/or conditions. To the extent that there is any inconsistency between the Sales Contract and the Conditions, the Sales Contract shall prevail.
- (2) These Conditions may only be modified by a variation expressed in writing (which shall include faxes and e-mails), by the Seller, and no other action on the part of the Seller (whether delivery of the Goods or otherwise) shall be construed as an acceptance of any other conditions or of any modification hereto.
- (3) These Conditions as modified in accordance with condition 2 and together with the matters referred to on the face hereof, embody the entire understanding of the parties and supersede any prior promises, representations, undertakings or implications.
- (4) Any quotation in whatever form given to the Buyer is given subject to these Conditions and does not constitute an offer to sell. All orders placed with the Seller shall constitute an offer by the Buyer to purchase goods in accordance with these Conditions and shall require the Seller's written acceptance, in the form of the Sales Contract, before any contract arises.

2 Price and Payment

- (1) The Buyer shall pay the price set out and in the manner specified in the Sales Contract, and prices quoted shall be 'Ex Works' (as such term is defined in the Incoterms Rules 2010) ("EXW") unless stated to the contrary in the Sales Contract. If no price is stated the price shall be that set out in the Seller's published price list in force at the date of delivery. The Seller may, by giving notice to the Buyer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to any factor beyond the Seller's control, any request by the Buyer to change the delivery date, quantities or types of the Goods ordered or any delay caused by any instructions of the Buyer or by failure of the Buyer to give the Seller adequate or accurate information or instructions.
- (2) Where the Seller quotes a 'Costs, Insurance and Freight' (as such term is defined in the Incoterms Rules 2010) ("CIF") price, this shall not include costs of discharge, import or other duties, dues, taxes and any other costs chargeable in respect of the cargo at ports of discharge.
- (3) The Seller may invoice the Buyer for the price of the Goods, determined in accordance with condition 2.1 above, on or at any time after the completion of delivery and the Buyer shall pay such invoice in full and in cleared funds in accordance with the payment terms set out in the Sales Contract (and if no such payment terms are set out in the Sales Contract then payment terms of thirty (30) days shall apply to the Contract). If any payment that is to be made hereunder by the Buyer to the Seller is overdue, without prejudice to any other rights in respect thereof, interest will be chargeable thereon as well as before judgment on a day to day basis at an annual rate of 4% above the Barclays Bank's base rate from time to time applicable, until the sum due is paid.
- (4) Where any sum owed by the Buyer to the Seller under the Contract or any other contract (including but not limited to any interest) is overdue, or if at any time the credit standing of the Buyer has, in the opinion of the Seller, been impaired for any other reason, the Seller may withhold any deliveries of Goods until arrangements as to payment or credit have been established which are satisfactory to the Seller or may in its discretion cancel the Contract so far as it remains unperformed, and without prejudice to any other rights the Seller may have in respect thereof at the date of such suspension or cancellation, as the case may be.
- (5) The Buyer agrees that the Seller may set off all amounts that are due or become due from the Seller to the Buyer against all amounts that are due or become due from the Buyer to the Seller under the Contract and between each and every contract between the parties.

3 Risk and Title

- (1) The risk in the Goods shall pass to the Buyer on completion of delivery.
- (2) Until all sums due to the Seller on any account whatsoever have been paid to the Seller:
 - (a) all legal and equitable title to the Goods shall remain with the Seller, and the Seller shall be entitled to repossess the Goods if the Buyer fails to pay for the Goods in accordance with the Contract or if at any time in the opinion of the Seller the credit-standing of the Buyer has been impaired, and the Seller may and is hereby permitted by the Buyer to enter any premises of the Buyer for the purpose of so repossessing the Goods;
 - (b) should the Goods be converted into a new product, whether or not such conversion involves the admixture of any other goods or thing(s) whatsoever, the conversion shall be deemed to have been effected on behalf of the Seller; and
 - (c) any proceeds from any disposal of the Goods or of any such new product by the Buyer shall to the extent of any sums due to the Seller be held on trust for the Seller absolutely.

4 Shipment and Storage

- (1) The Seller reserves the right to amend the specification of the Goods at any time prior to delivery if required by any applicable statutory or regulatory requirements.
- (2) The date of despatch, (or if an EXW contract, the date of availability for collection), is the best estimate of such date and time for delivery shall not be of the essence, but the Seller reserves the right to alter the same without notice.
- (3) The Goods may be shipped in one or more parcels, and each shipment shall be treated as a separate contract to which these Conditions hereof shall *mutatis mutandis* apply; provided that this condition shall be subject to, and in no way derogate from, the rights of the Seller under condition 11 hereof to suspend or terminate the whole Contract in the circumstances mentioned.
- (4) Without prejudice to any other rights the Seller may have, the Seller reserves the right to put the Goods or any portion thereof into storage at the Buyer's risk and expense in the following cases:
 - (a) where the Goods are about to be despatched and the Buyer notifies the Seller that the Buyer is or will be unable or unwilling to receive the goods or for any other reason will be unable to accept delivery of the Goods when tendered;
 - (b) where the Seller is ready to despatch the Goods but needs delivery instructions and such instructions have not been provided by or on behalf of the Buyer or are inadequate;
 - (c) in an EXW contract where the Buyer fails to collect the Goods when they are ready for collection;
 - (d) in an 'Free on Board' (as such term is defined in the Incoterms Rules 2010) contract where the Buyer fails to nominate a ship to the Seller; or
 - (e) where the Seller suspends delivery of the Goods pursuant to Clause 2.

5 Insurance

Where shipments under the Contract are made CIF the Goods are insured under 'Institute Commodities Clauses'. In the event of loss of, or damage to, the Goods after shipment under the Contract but prior to actual arrival at the discharge port and payment therefor the Buyer will make payment against the documents representing the Goods in accordance with the payment clause therein (and if no such payment clause is stated then payment shall be in accordance with the Seller's standard payment terms set out in condition 2(3) above, and in the event of the carrying vessel being lost such payment shall be made immediately once loss of the carrying vessel is established.

6 Limitations and Exclusions

- (1) Nothing in these Conditions shall limit or exclude either party's liability for: (i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); (ii) fraud or fraudulent misrepresentation; (iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or (iv) any matter in respect of which it would be unlawful for the Seller to exclude or restrict liability.

- (2) Save as provided expressly in these Conditions on the face hereof, all conditions and warranties express or implied as to the quality or fitness for any purpose of the Goods are hereby expressly excluded.

- (3) The Seller warrants that allowing for reasonable variations in shade and/or quality, if the Goods are sold against sample then they shall comply with such sample. Should the Goods fail to do so the Buyer shall give notice thereof, forthwith upon delivery, to the Seller.

- (4) Subject to condition 6(1):
 - (a) the Seller shall under no circumstances whatsoever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
 - (b) the Seller's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the purchase price of the Goods to which the relevant claim relates.

- (5) All drawings, descriptions, illustrations, specifications, performance data, dimensions, weights and the like whether contained in any contract or made by way of representation will have been provided by the Seller on the basis they are as accurate as reasonably possible, but the Seller does not warrant and no warranty shall be implied that the same are accurate.

- (6) The Seller shall not be liable under any circumstances for any loss or damage howsoever caused which arises in respect of indirect or consequential loss or damage which shall for the purpose of this condition 6 include, but not be limited to, any loss or damage in respect of profits or income or business of whatsoever kind.

7 Health and Safety

The Goods are sold on condition that:

- (1) The Buyer carries out such tests and examination of the Goods as are reasonably practicable to ensure that when used the Goods are safe and without risk to health and comply with all local laws and regulations, and;

- (2) The Buyer shall, if so requested by the Seller, enter into a written undertaking to take such steps as may be specified by the Seller relating to such tests and examination.

8 Import Licenses, etc.

- (1) The Buyer shall indemnify the Seller against any loss or expense to the Seller arising from failure by the Buyer to obtain in due time any import licence or permit or the like which may be required for the importation of the Goods at destination or from the subsequent revocation or non-renewal of such permit.

9 Weights

- (1) Save as stated to the contrary overleaf the Buyer is deemed to accept the Seller's declared weights and the Seller shall have no liability for any claim for short weight unless afforded reasonable opportunity of re-weighing by notification by fax or email of such short weight within twenty-four hours of delivery of the Goods and a detailed written claim in respect of the short weight is made to the Seller within fourteen (14) days of delivery.

10 Notice of Claims

- (1) Any claim against the Seller arising under the Contract must be made in writing and delivered to the registered office of the Seller within fourteen (14) days of delivery of the Goods to the Buyer. In the event of non-delivery of the Goods, the Buyer shall notify the Seller of such non-delivery by fax or email within twenty-four (24) hours of the date such delivery should have taken place, such fax or email to be confirmed in writing.

11. Force Majeure

- (1) Neither the Seller nor the Buyer shall be liable for any loss or damage caused by delay in the performance or non-performance of any of their respective obligations hereunder where the same is occasioned by any cause whatsoever that is beyond their respective control including, but not limited to Acts of God, war, riots, civil disturbance, requisitioning; fire, explosion, sabotage, storm, flood, earthquake, fog, subsidence, adverse climatic conditions, pestilence, or epidemics; governmental or parliamentary restrictions or regulations; non-availability or interruption or deviation in shipping or other transport; strikes, shortage of labour, lock-outs or trade disputes (whether involving their own employees or those of any person); collapse of structures, cessation or interruption of operation of any plant or process, failure of supply of raw material or components or other operating requirement; breakdown of machinery. Should any such event occur the Seller or the Buyer may suspend the Contract without incurring any liability for any loss or damage thereby occasioned and the duration of such period of suspension shall be added to any delivery date or period herein specified, but the party affected by such cause shall give immediate notice to the other of such cause in writing. The Seller shall be regarded as affected by such cause if such cause affects the producer of the Goods and this occasions delay in the performance of the Seller's obligations hereunder.

- (2) Upon the Buyer giving or receiving notice as in (1) above, pricing of unshipped Goods so affected by the cause shall cease and shall not be resumed until the cause of such notice ceases to affect the performance of the Contract. Nothing contained in this paragraph shall release the Buyer from its obligations to price and pay for any goods already shipped or for which freight has been engaged for shipment prior to receipt of such notice by the Seller.

- (3) To the extent that any such cause affects the production or shipment of material to be supplied hereunder, the quantity to be supplied hereunder may be reduced rateably to the proportionate loss in production or shipments. After termination of any such cause there shall be no obligation upon the Seller to make good to the Buyer any quantities of goods which the Seller has been unable to supply or which the Buyer has been unable to accept as a result of such cause provided that no reduction shall be made in quantities of goods previously priced.

- (5) In the event of the cause of suspension lasting more than three (3) months the Seller shall upon written notice given to the Buyer, be entitled to treat the Contract as terminated without liability to the Buyer at the date of such notice. Termination shall be without prejudice to the rights and obligations of the parties up to and including the date of such notice and shall not affect the Buyer's obligation to accept, in due course, goods already priced.

12 General

- (1) The Seller may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract, whereas the Buyer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Seller.

- (2) The Buyer shall keep in strict confidence, and use only for the purpose of performing the Contract, all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Buyer by the Seller or its agents or sub-contractors and any other confidential information concerning the Seller's business or its products which the Buyer may obtain and the Buyer shall restrict disclosure of such confidential information to such of its employees, agents or sub-contractors as need to know the same for the purpose of performing the Contract and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality and restrictions of use as bind the Buyer.

- (3) No one other than a party to this Contract shall have any right to enforce any of its terms.

13. Governing Law

- (1) The Contract is governed by the laws of England and the English High Court of Justice, (to the jurisdiction of which the Buyer hereby irrevocably submits), shall have the exclusive jurisdiction to resolve any disputes arising out of it.

STANDARD CONDITIONS OF PURCHASE.

1 GENERAL

- (1) In these terms and conditions (the "**Conditions**"); "**Buyer**" means the company set out on the commercial terms document to which these Conditions are appended (the "**Purchase Contract**"); "**Seller**" means the person, firm or company also named in the Purchase Contract who sells, offers, or agrees to sell goods to the Buyer; "**Goods**" means any goods agreed in the Contract (as such term is defined in condition 1(2)) to be purchased by the Buyer from the Seller.
- (2) These Conditions, together with the commercial terms set out in the Purchase Contract (together the "**Contract**"), are the only terms and conditions upon which the Buyer is prepared to deal with the Seller in respect of the Goods and shall govern the Contract to the exclusion of all other terms or conditions proposed by the Seller, (including any terms purporting to reserve title to the Goods) whether in any quotation, acknowledgement, or otherwise, and cancel all previous agreements, representations and understandings in relation to the Goods.
- (3) In the event of any conflict between the Conditions and the Purchase Contract, the Purchase Contract shall prevail.
- (4) Tender or appropriation of the Goods or tender of documents representing them on any other performance of the Contract by the Seller shall be conclusive evidence of the Seller's acceptance of these Conditions notwithstanding that the Seller may not have completed or signed the Purchase Contract.
- (5) These Conditions may only be amended in writing by the Buyer.
- (6) Trade terms (such as 'Cost Insurance and Freight', 'Carriage and Freight', or 'Free on Board') used in these Conditions shall bear the respective meanings given to them in the Incoterms Rules 2010 (the "**Incoterms**"), provided that in the case of any conflict between these Conditions and the Incoterms, these Conditions shall prevail.

2 PRICE AND PAYMENT

- (1) The price (as set out in the Purchase Contract) may not be varied except with the Buyers written consent and shall include such packaging as is acceptable to the Buyer's needs and the costs of delivery. Neither variation in the price nor extra charges will be applicable at any time without express written acceptance by a duly authorised representative of the Buyer.
- (2) The Seller shall invoice the Buyer on or at any time after completion of delivery and the Buyer shall pay the price as set out in the Purchase Contract. Time of payment shall not be of the essence.

3 DELIVERY

- (1) The date for delivery shall be specified in the Purchase Contract and if no such date is specified then delivery shall take place within twenty-one (21) days of the date of the Contract. Time of delivery of the Goods shall be of the essence.
- (2) The Goods shall be delivered carriage paid (unless otherwise agreed by the parties in writing) to such location as specified in the Purchase Contract or by the Buyer before delivery or, if no location is so specified, to the Buyer's place of business. The Seller shall (unless the Buyer specifies otherwise) at its own cost remove from the place of delivery any packaging material used in transporting the Goods.
- (3) The Seller may not deliver the Goods by instalments except with the prior written consent of the Buyer. Unless otherwise agreed, the Seller delivering by instalments shall not be entitled to any payment on account of the price until all instalments of the Goods are delivered in accordance with the Contract.
- (4) Where the Goods are delivered to Buyer (as such term is defined in the Incoterms), the Buyer shall use reasonable efforts to unload the Goods in a reasonable time but the Buyer shall have no liability to the Seller for any vehicle trailer or container hire, demurrage or other charges all of which shall be for the Sellers account.
- (5) The Goods shall remain at the risk of the Seller until delivery to the Buyer is complete, when the risk in, and ownership of, the Goods shall pass to the Buyer.
- (6) The Buyer shall have the right, at any time prior to delivery of the Goods, to inspect and test the Goods and the Seller shall provide the Buyer with all facilities reasonably required for such inspection and testing and if the results of such inspection or testing indicate that the Goods do not conform or are unlikely to conform with the Contract, the Buyer shall inform the Seller within seven (7) days of the inspection and/or testing and the Seller shall immediately take such action as is necessary to ensure conformity and the Buyer shall have the right to require and witness further testing and inspection. Notwithstanding any such inspection or testing, the Seller shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect the Seller's obligations under the Contract.

4 INSURANCE - In the case of CIF sales the price shall be inclusive of all insurance costs and:

- (1) The Seller shall insure the Goods against the risks of carriage for 110% of their CIF price in the currency of the Contract and such insurance shall also include war and strike risks.
- (2) In the event of loss or damage to the Goods after shipment but prior to unloading at the discharge port the Buyer shall not have to pay the price for the Goods (and any payment made to the Seller on that account shall be held by the Seller on trust for the Buyer), until any insurance claim to be made has been settled and not notwithstanding that the documents representing the Goods may have been delivered to the Buyer.
- (3) In the event of loss of the carrying vessel no payment for the Goods shall be made by the Buyer until loss of the carrying vessel is established and any insurance claim relating to the Buyer's interest settled.
- (4) Any insurance monies received by the Seller in relation to the Goods shall be held on trust for the Buyer and at the Buyer's discretion the Seller shall apply the same in respect of the price or so much of it as may be properly payable by the Buyer.
- (5) For the duration of the Contract and for a period of six (6) years thereafter, the Seller shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract and shall, on the Buyer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

5 WARRANTIES

- (1) The Seller warrants that the Goods will be delivered by their due date for delivery, comply with all applicable statutory and regulatory requirements including those relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods, comply with the specifications, weight standards and descriptions stated overleaf and sample (if any) and will be of merchantable quality, safe, free from any dangerous, hazardous, or toxic material or deleterious impurities and be fit for any purpose held out by the Seller or made known to the Seller by the Buyer, expressly or by implication and the foregoing warranty shall survive delivery and acceptance of the Goods or documents or payment for them.
- (2) The Seller warrants that it has full, clear and unencumbered title to all such items and that at the date of delivery of such items it will have full and unrestricted rights to sell and transfer all such items to the Buyer.

6 PERMITS

- (1) The Seller shall obtain at or by the proper time and keep in good standing all necessary export licenses, permits and authorisations and the Seller's obligations to do so shall not be relieved by failure or delay by governmental agencies or other third parties.
- (2) Without limitation to any other right or remedy of the Buyer, the Seller shall indemnify the Buyer from all loss or expense arising from any delay or failure by the Buyer in performance of its obligations under this condition 6, however caused.

7 REMEDIES

- (1) The Buyer shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Seller written notice whereupon all work on the Contract shall be discontinued and the Buyer shall pay to the Seller fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss.
- (2) The rights and remedies of the Buyer set forth in these Conditions are in addition to the Buyer's rights and remedies at general law (including without limitation the statutory conditions implied in favour of the Buyer by the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982).
- (3) In the event that the Seller fails for whatever reason to deliver all the Goods on time in accordance with the Contract, (including without limitation the Seller's warranty in condition 5 (or any other breach of the Contract by the Seller)), the Buyer may terminate the Contract without incurring liability to the Seller and without prejudice to the Buyer's rights to claim damages.
- (4) In the event of over or under delivery the Goods, without prejudice to the Buyer's right to claim damages, the Buyer may elect within a reasonable time of delivery either to reject the Goods (in which case the Goods shall remain at the Seller's risk and returnable at the Seller's expense), or to accept the Goods actually delivered or accept some but not all the Goods actually delivered and reject the remainder, in which event the Buyer shall pay for the Goods actually delivered and accepted at the rate indicated overleaf or such lesser sum as the Buyer shall consider fair in the circumstances.
- (5) In the event that the Goods fail to comply with the Seller's warranty in condition 5 or are otherwise not in accordance with the Contract in any respect, without prejudice to the Buyer's right to claim damages the Buyer may elect either to reject all the Goods or to reject some of the Goods and accept the rest and, subject always to condition 7(7) below, the Buyer shall only be obliged to pay such price for the Goods actually accepted as the Buyer shall consider fair in the circumstances having regard to the condition of such Goods and Buyer's losses and expenses

- (6) In the event that the Goods do not comply with the Seller's warranty in condition 5, without prejudice to the Buyers right to claim damages without further notice to the Seller, the Buyer may in its discretion by itself or through others clean, resort, re-melt, repack or otherwise handle, process or use such Goods as it has not rejected to bring them so far as possible into a condition which complies with the Seller's warranty in condition 5 and all costs and expenses incurred in the Buyer so doing shall be for the Seller's account and if the Buyer exercises its rights under this condition 7 the Buyer shall not be obliged to pay the Seller any part of the price (and any part of the price already paid shall be held by the Seller on trust for the Buyer) until the Seller has paid the Buyer the costs and expenses incurred by the Buyer as aforesaid and all other liabilities to the Buyer.

- (7) The Seller shall be responsible for all costs or collection or re-delivery of Goods rejected by the Buyer and risk in such Goods shall pass to the Seller on being advised by the Buyer that such Goods are rejected.

- (8) The Seller shall indemnify and keep indemnified the Buyer in full and hold it harmless on demand from and against any and all losses (including any direct, indirect or consequential losses, loss of profit and loss of reputation), claims, damages, liabilities, fines, interest, penalties, costs, charges, expenses, demands and legal and other professional costs suffered or incurred by the Buyer or for which the Buyer may become liable arising out of or in connection with (i) defective design, workmanship, quality, materials or any other defect in the Goods (including any claim made against the Buyer for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods) to the extent that the defect is attributable to the acts or omissions of the Seller, its employees, agents or sub-contractors, (ii) any claim made against the Buyer for any infringement or alleged infringement of any intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods; and (iii) any claim made against the Buyer arising out of, or in connection with, the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Seller, its employees, agents or sub-contractors. This condition 7(8) shall survive termination of the Contract, for whatever reason.

- (9) The Seller acknowledges that if the Seller fails to deliver all the Goods on time or at all in accordance with the Contract, or if the Buyer otherwise rejects all or some of the Goods or terminates the Contract pursuant to these Conditions, to meet its own requirements and commitments the Buyer may buy in alternative goods from such source or sources and at such price or prices as may be available, but the Buyer shall not owe the Seller any duty to buy in alternative goods at the lowest or any particular price available.

- (10) Without prejudice to the Buyer's right to claim damages the Buyer may terminate the Contract by notice to the Seller if the Seller is in breach (including anticipatory breach) of, or otherwise fails to perform, any other contract or commitment with the Buyer (which shall be deemed a breach of the Contract by the Seller) or if any sum due from the Seller to the Buyer on any account is overdue, or if the Seller is, or in the reasonable opinion of the Buyer is likely to be, bankrupt or insolvent or otherwise unable to perform its obligations to the Buyer, or has had or is likely to have a liquidator, trustee, manager, receiver, or administrator appointed (or suffer the process in any jurisdiction) or otherwise ceases or threatens to cease to carry on business.

- (11) Weights at the Buyer's weighbridge or receiving works shall govern in the event of any dispute.

8 SET-OFF

- (1) The Buyer may set-off and apply any sums due to the Seller from the Buyer on any account whatsoever in payment or diminution of any sums due from the Seller or other liabilities of the Seller to the Buyer whether in relation to the Contract or otherwise.

9 FORCE MAJEURE

- (1) The Buyer shall not be liable to the Seller for any delay, breach, or partial or interrupted performance of the Buyer's obligations under the Contract attributable to any event or events beyond the Buyer's control. Such events shall include (without limitation) Acts of God, war, civil disturbance, fire, storm and flood, acts of any governmental, local or like authority, non-availability or delay in obtaining export or import permits or authorisations, non-availability or delay in availability or other transport, strikes or trade disputes whether or not official, cessation or interruption of operations of the Buyer's plant process or machinery, shortage or non-availability of labour, raw materials or supplies, or any of the foregoing affecting any customer of the Buyer or cancellation or breach by a customer of the Buyer of any contract with the Buyer for the purchase or supply of any of the Goods or other goods derived from them.
- (2) If such event as is referred to in condition 9(1) continues for more than seven (7) days (or is in the reasonable opinion of the Buyer irrecoverable), the Buyer may without liability to the Seller terminate the Contract in respect of all or some of the Goods by written notice to the Seller.
- (3) The Buyer shall use reasonable endeavours to notify the Seller in writing of any of the events referred to in condition 9(1) affecting the Buyer but failure to do so not restrict the operation of condition 9(1) and (2).

10 BRIBERY AND OTHER CORRUPTION

- (1) The Seller agrees with the Buyer that it shall, and that it shall procure that its employees and officers, agents, sub-contractors and any other person who performs services for the Seller in relation to the Contract shall: comply with all applicable laws, statutes, regulations and codes relating to bribery and other corruption ("**Anti-Corruption Requirements**") including the Bribery Act 2010;
 - (a) not take or knowingly permit any action to be taken that would or might cause or lead the Buyer to be in violation of any Anti-Corruption Requirements;
 - (b) not bribe or attempt to bribe (which shall include any offer or form of payment, gift or other inducement, reward or advantage, whether of money or anything of value) the Buyer or any of the Buyer's employees, officers, agents, representatives, affiliates or persons acting on the Buyer's behalf; and
 - (c) at the Buyer's request and cost, provide the Buyer with any reasonable assistance to enable it to perform any activity required by any relevant government or agency for the purpose of complying with Anti-Corruption Requirements.
- (2) The Seller represents and warrants to the Buyer that neither it nor any person described in condition 10(1) has bribed or attempted to bribe any person in order to obtain and/or retain any business, or advantage in the conduct of business, for the Buyer and nor has it bribed or attempted to bribe any person described in condition 10.1(c).
- (3) The Seller agrees that in addition to the Buyer's termination rights set out elsewhere in these Conditions, the Buyer may (without prejudice to any other right available to it) immediately terminate the Contract in the event of any breach of this condition 10 by the Seller in which case the Seller shall not be entitled to any compensation or to any further payments or remuneration.
- (4) The Buyer shall not be required to make any payment to the Seller that might otherwise be due from the Buyer in respect of the Contract if the Seller has breached this condition 10.
- (5) The Seller shall indemnify and keep indemnified the Buyer in full and hold it harmless on demand from and against any and all losses (including any direct, indirect or consequential losses, loss of profit and loss of reputation), claims, damages, liabilities, fines, interest, penalties, costs, charges, expenses, demands and legal and other professional costs suffered or incurred by the Buyer or for which the Buyer may become liable arising out of or in connection with any breach of this condition 10, whether or not the Contract has been terminated.

11 GENERAL

- (1) The Buyer may assign, or deal in any other manner with, the Contract or any part of it, including sub-contracting any of its obligations under the Contract to any third party or agent, but the Seller shall not be entitled to assign, or deal in any other manner with, the Contract or any part of it, including sub-contracting any of its obligations under the Contract, without the prior written consent of the Buyer.
- (2) The Seller shall keep in strict confidence, and use only for the purpose of performing the Contract, all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Seller by the Buyer or its agents or sub-contractors and any other confidential information concerning the Buyer's business or its products which the Seller may obtain and the Seller shall restrict disclosure of such confidential information to such of its employees, agents or sub-contractors as need to know the same for the purpose of performing the Contract and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality and restrictions of use as bind the Seller.

12 LAW AND DISPUTES

- (1) The Contract is governed by English law.
- (2) If the Buyer so elects, disputes or claims under the Contract shall be finally determined by arbitration in London conducted in the English language in accordance with the rules and regulations for the time being of (the British Secondary Metals Association) or such other body as the Buyer may determine at the time of such election and shall be binding on the Seller.
- (3) The Buyer's election to arbitration may be by written notice to the Seller made at any time within forty-five (45) days of the Buyer giving to the Seller or receiving from the Seller written notice of a dispute or claim under the Contract. If the Buyer fails to give notice of the election as described in condition 12(3), the Buyer shall not be deemed to have waived its right to elect arbitration under this condition 12 unless either the Buyer expressly does so in writing or the Seller has first given the Buyer written notice requiring the Buyer to exercise or decline its right to elect to arbitration within seven (7) days of receipt of such notice and the Buyer either so declines or fails to respond to such notice within such time.
- (5) The Seller submits to the exclusive jurisdiction of English Courts for all disputes and claims under the Contract other than those to be determined by arbitration under this condition 12.