

GENERAL SALES TERMS AND CONDITIONS

1. DEFINITIONS

1.1 In this document the following words shall have the following meanings:

“Acceptance” means acceptance, by the Buyer, of the Company’s quotation for the Goods and/or Services and acceptance shall be deemed to have taken place if no written rejection is received by the Company within seven (7) days of the date of the Company’s quotation.

“Agreement” means these Terms and Conditions together with the Order Confirmation.

“Anti-Corruption Procedure” means as set out at the following link given in the definition of Policies and Rules below, as amended from time to time.

“Applicable Laws” means all national, regional and local laws applicable to the Site, the Goods and/or the Services, the places where the Goods and/or the Services are to be delivered and/or performed, including, without limitation, applicable permits, constitutions, statutes, regulations, other legislative measures, treaties, ordinances, judgments, decrees, proclamations, injunctions, writs and orders of any court, arbitrator or governmental agency, common law, as well as the applicable anti-corruption, anti-money laundering, anti-terrorism and economic sanction and anti-boycott laws, as may be in effect from time to time.

“Buyer” means the organisation or person who purchases the Goods and/or Services from the Company.

“Company” means ArcelorMittal Distribution Solutions UK Limited (No. 01669950) whose registered office is at ArcelorMittal, Strawberry Lane, Willenhall, West Midlands, WV13 3SE.

“Force Majeure” means an event which is not within the reasonable control of the Party claiming force majeure relief, and which, by the exercise of reasonable care, such Party could not have reasonably foreseen and/or overcome. Force Majeure is defined in more detail in Clause 15 (Force Majeure) of this Agreement.

“Goods and/or Services” means the goods and/or materials to be delivered and services to be provided by the Company to the Buyer (i) as described in the Order Confirmation and (ii) in accordance with this Agreement, and which are included in the scope and definition of Goods and/or Services. Goods and Services shall mean each of them and this Agreement may be used for the delivery of Goods only or Services only or both Goods and Services, as the Parties shall agree.

“Good Industry Practice” means the practices, methods and acts performed with that degree of skill, care, diligence and foresight which would ordinarily be expected from a skilled and experienced entity performing its role under this Agreement, seeking in good faith to comply with its contractual obligations and all applicable laws and regulations.

“Intellectual Property Rights” means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable.

“Party” or **“Parties”** mean the signatories to this Agreement.

“Order Confirmation” means the written communication, sent by the Company to the Buyer, following Acceptance by the Buyer of the Company’s quotation for the Goods and/or Services.

“Policies and Rules” means the Company’s policies and rules of conduct and operation, as documented and updated from time to time, and which can be accessed through the following link: corporate.arcelormittal.com/investors/corporate-governance/compliance-and-policies. Such policies and rules include the Company’s Code of Business Conduct, Anti-Corruption Procedure, Health and Safety Policy, Environmental Policy and Human Rights Policy.

“Site” means the Buyer’s place(s) of operations where the Goods and/or Services are to be delivered and/or performed by the Company to/for the Buyer under this Agreement. The location(s) of the Site will be precisely defined in the Order Confirmation.

“Specification” means the specification describing the Goods contained in the relevant British/International Standard/European technical approval or any other agreed commercial product specification.

“Taxes” means any and all direct and indirect taxes, duties, fees, levies, excises, rates, charges, imposts, surcharges, royalties and other government imposed mandatory payments of whatever nature and however called and whether paid to a government or to any other person at its directive or pursuant to Applicable Laws, or similar to any of the foregoing.

“Terms and Conditions” means these terms and conditions.

“Term” means the term of this Agreement as specified in the Order Confirmation.

“Total Contract Value” means the initial contract price plus any amounts added due to later variations or change orders.



"Working Day(s)" means any day(s) other than a public holiday, Saturday or Sunday in England and Wales.

2. GENERAL

2.1 These Terms and Conditions shall apply to all contracts for the supply of Goods and/or Services by the Company to the Buyer except insofar as these conditions are varied by any special conditions agreed in writing between the Parties. Any terms and conditions in the Buyer's order which are inconsistent with this Agreement shall have no effect.

2.2 Before supplying the Goods and/or Services the Company shall submit an Order Confirmation to the Buyer which shall specify the Goods and/or Services to be supplied and the price payable. The Buyer shall notify the Company immediately, in writing, if the Buyer does not agree with the contents of the Order Confirmation. All Order Confirmations, and Goods and/or Services supplied, shall be subject to these Terms and Conditions.

2.3 The Company shall use all reasonable endeavours to complete the supply of the Goods and/or Services within estimated timeframes, but time shall not be of the essence in the supply of any Goods or the performance of any Services under this Agreement.

2.4 The Company shall not be required to supply test certificates to the Buyer unless the same are requested in writing by the Buyer at the time of placing the order. The Company may charge a reasonable fee for the supply of test certificates to the Buyer.

3 PRICE AND PAYMENT

3.1 Unless fixed prices have been expressly agreed between the Parties the supply of Goods and/or Services will be the higher of either the Company's ruling price at the date of dispatch or the price quoted in the Order Confirmation. The Company shall invoice the Buyer within thirty (30) days of delivery of Goods, in respect of Goods, and within thirty (30) days of completion of the Services, in respect of Services or within thirty (30) days of completion of both if Goods and/or Services are indivisible.

3.2 Unless otherwise stated invoiced amounts shall be due and payable no later than thirty (30) days from receipt of invoice by the Buyer and in no event later than the end of the month following the month of delivery. The Company shall be entitled to charge interest on overdue invoices from the date when payment becomes due, from day to day, until the date of payment at a flat rate of 2% per month above the base rate of the Bank of England. In the event that the Buyer's procedures require that an invoice be submitted against a purchase order to payment, the Buyer shall be responsible for issuing such purchase order before the Goods and/or Services are supplied, pursuant to clause 3.1 above.

3.3 Without prejudice to any of its other rights the Company may terminate the Agreement or suspend further deliveries of Goods and or Services to the Buyer in the event of the Buyer failing to make payment for any Goods and/or Services or if the Buyer becomes insolvent or, being a body corporate, has passed a resolution for voluntary winding-up, or is subject to a winding-up order of the Court, or has a receiver appointed.

3.4 If the Buyer, in the sole opinion of the Company, is unable or is likely to be unable to pay any sums owed to the Company, the Company shall without prejudice to any other rights, be entitled to demand security prior to delivery of Goods or the carrying out of any Services either by payment in cash or by bank guarantee notwithstanding any terms of payment previously agreed. If the Buyer is unable to provide the security, the Buyer shall be deemed to have repudiated the Agreement and the Company shall at its sole option be entitled to: (i) delay delivery of the Goods indefinitely; or (ii) refuse to commence any Services; or (iii) accept repudiation of the Agreement without liability.

3.5 Where payment is made by instalments the Company shall be entitled to treat any failure of the Buyer to pay any instalment in due time as a repudiation of the Agreement by the Buyer and, without prejudice to any other right, to recover damages for any breach of contract.

3.6 The Company shall have a general lien upon any Goods of the Buyer in its possession for any sum due to the Company from the Buyer.

4 SPECIFICATION OF THE GOODS

4.1 All Goods are required only to conform to the product specification set out in the relevant British/International Standard/European technical approval or any other agreed commercial product specification. The Company will, at its sole option, replace or refund the price of any Goods which do not comply with the Specification. For the avoidance of doubt no description, specification or illustration contained in any product pamphlet or other sales or marketing literature of the Company and no representation written or oral, correspondence or statement shall form part of the Agreement.

4.2 As the Company is generally unaware of the use of its Goods, all conditions and warranties whether express or implied and whether arising by statute, custom of the trade or at common law are expressly excluded.

5 DELIVERY & INSTALLATION

5.1 The date of delivery/installation specified by the Company is an estimate only. Time for delivery/installation shall not be of the essence. The Company shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods and/or Services.



5.2 Notwithstanding any other contract term, all risk in the Goods shall pass to the Buyer upon delivery. In terms of Goods, delivery shall be deemed to take place at the moment the Goods are lifted from the delivery vehicle.

5.3 The Company shall be deemed to have fulfilled its obligations under this Agreement if the Goods delivered and/or Services completed, in respect of Goods are within a tolerance of 5% above or below the quantity or weight ordered.

5.4 No claims for material damaged in transit will be considered by the Company unless:

- i. an appropriately qualified signature (e.g. "*Material received damaged (signed)*") is clearly made by the Buyer on the delivery note; and
- ii. the Company is advised in writing, in addition to clause (i) above, within three (3) days of receipt of material, of the specific damage complained of.

5.5 No allowance for claims for short quantity or weight of goods, subject to the parameters detailed in 5.4, will be made unless the Company is given an opportunity for verifying the same within three Working Days.

6 TITLE

6.1 Notwithstanding delivery, legal and equitable title to the Goods shall remain the absolute property of the Company until the Company has received payment in full with cleared funds of all sums which are or may hereafter become due from the Buyer to the Company under all contracts between the Buyer and the Company.

6.2 Until title of the Goods passes to the Buyer, the Buyer shall hold the Goods on a fiduciary basis as the Company's bailee and must:

- i. store the Goods in such a way that they are readily identifiable as the property of the Company and must not destroy or deface any identifying marks on the Goods or on the packaging; and
- ii. keep the Goods insured on the Company's behalf for their full price against "all risks" to the reasonable satisfaction of the Company and produce the policy of insurance to the Company upon request and must hold all proceeds of such insurance on trust for the Company and shall not mingle them with any other money nor pay the proceeds into an overdrawn bank account.

6.3 Until title of the Goods passes, the Buyer may not re-sell any of the Goods except as expressly permitted in writing by the Company. Where permission is given and has not been withdrawn or return of the Goods demanded, the Buyer, acting on its own account and not as an agent of the Company, may re-sell such Goods in the ordinary course of trading notwithstanding that the title to them has not then passed provided that it holds all proceeds of such re-sale on trust for the Company and shall not mingle them with any other money nor pay the proceeds into an overdrawn bank account. If Buyer is or becomes insolvent any permission given in this clause shall be automatically revoked and the Buyer and/or insolvency practitioner acting on the Buyer's behalf shall promptly return the Goods to the Company.

7 BUYER'S OBLIGATIONS

7.1 To enable the Company to perform its obligations under this Agreement the Buyer shall:

- i. co-operate fully with the Company;
- ii. provide the Company with any information reasonably required by the Company;
- iii. obtain all necessary permissions and consents which may be required before the commencement of the Services; and
- iv. comply with such other requirements as may be set out in the Order Confirmation or otherwise agreed between the Parties in writing from time to time.

7.2 The Buyer shall be liable to compensate the Company in full for any expenses incurred by the Company as a result of the Buyer's failure to comply with Clause 7.1.

7.3 Without prejudice to any other rights to which the Company may be entitled, in the event that the Buyer unlawfully cancels the Order Confirmation and/or terminates this Agreement, the Buyer shall:

- i. pay to the Company, as agreed damages, and not as a penalty, the full amount of any third party costs to which the Company has committed; and
- ii. pay to the Company the full amount of the Goods and/or Services contracted for as set out in the Order Confirmation.

7.3.1 The Buyer agrees that this clause 7 (Buyer's Obligations) is commercially reasonable and not extravagant or unconscionable.

7.3.2 For the avoidance of doubt, the Buyer's failure to comply with any obligations under clause 7.1 shall be deemed to be a cancellation of the Goods and/or Services and subject to the payment of the damages set out in this clause.



7.4 In the event that the Buyer or any third party, not being a subcontractor of the Company, shall omit or commit anything which prevents or delays the Company from undertaking or complying with any of its obligations under this Agreement, then the Company shall notify the Buyer in writing as soon as possible.

7.5 The Parties agree that the Company shall have no liability in respect of any delay to the completion of any Buyer project for which the Goods and/or Services are intended and the Buyer shall indemnify and hold the Company harmless in respect of same.

8 ALTERATIONS TO THE ORDER CONFIRMATION

8.1 The Parties may, at any time, mutually agree upon and execute new Order Confirmations. Any alterations in the scope of Goods and/or Services to be provided under this Agreement shall be set out in writing in a revised Order Confirmation, which shall reflect the changed Goods and/or Services and price and any other amended terms agreed between the Parties. The commitment to agree the amendment of an Order Confirmation shall be at the Company's sole discretion.

9 WARRANTY

9.1 Any Goods or parts of Goods sold by the Company which are not manufactured by the Company ("**Third Party Goods**") are sold only under such warranty as the manufacturers of such Goods or parts of Goods give to the Company and which the Company is able to assign or transfer to the Buyer or to enforce without legal expense at the Buyer's written request. The Company itself gives no guarantee or warranty in respect of such Third Party Goods.

9.2 The Company warrants that the Services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to Good Industry Practice.

9.3 If any Goods manufactured by the Company are shown, to the satisfaction of the Company, to be defective by reason either of faulty manufacture or of bad workmanship by the Company within a period of three (3) working days from the date of delivery (excluding any misuse, misrepresentation, negligence, vandalism, deliberate damage, fair wear and tear, incorrect storage, any specification not supplied by the Buyer, incorrect alteration or repair of the Goods without the Company's written approval or which arises from any failure to follow the Company's instructions) the Company will repair or replace them (at its sole option) free of charge and return them to the Buyer. The Parties agree that this shall be the Buyer's sole remedy for defective Goods and/or Services.

9.4 Save as otherwise provided in this Clause 9, no assumption or condition is made or is to be implied as to:

- i. the quality, merchantable condition or otherwise of the Goods and/or Services; or
- ii. the fitness of the Goods and/or Services supplied; or
- iii. the Goods and/or Services being suitable for any particular purpose; or
- iv. the Goods and/or Services being for use under any specific conditions.

9.4.1 Notwithstanding that such purpose or condition may be known to the Company, the Company shall be under no liability to the Buyer for any loss, damage, injury or expense arising from a defect in the Goods and/or Services or from any cause whatsoever relating to the Goods and/or Services.

9.5 The warranty does not apply:

- i. if the total price for the Goods and/or Services has not been paid by the due date for payment;
- ii. to Third Party Goods, in respect of which the Buyer shall only be entitled to the benefit of any warranty or guarantee as it is given by the manufacturer to the Company;
- iii. to any perils usually treated as insurance risk, including without limitation, fire and flood whether such insurance is actually held;
- iv. if the Goods are produced to a higher specification than requested by the Buyer within the pricing of the Goods.

10 INDEMNIFICATION

10.1 The Buyer shall indemnify the Company against all claims, costs and expenses which the Company may incur and which arise, directly or indirectly, from the Buyer's breach of any of its obligations under this Agreement, including any claims brought against the Company alleging that any Goods and/or Services provided by the Company in accordance with the Order Confirmation infringes a patent, copyright or trade secret or other similar right of a third party.

11 CARRIAGE

11.1 Unless otherwise expressly agreed in writing all Goods will be delivered to the Buyer at the Buyer's risk and at the Buyer's expense. All Goods will be sent by the cheapest or most expedient route whether by goods or by passenger train or by carrier unless the Buyer gives other instructions.

12 LIMITATION OF LIABILITY

12.1 Nothing in these conditions shall exclude or limit the liability of the Company for death or personal injury caused by the Company's negligence or for fraud or for fraudulent misrepresentation or any other liability which cannot be excluded by law.



12.2 Subject to clause 12.1, the Company shall not be liable to the Buyer in contract, tort, including negligence or breach of statutory duty, or otherwise howsoever and whatever the cause thereof for any:

- i. economic loss of any kind;
- ii. loss of profit, business contracts, revenues or anticipated savings;
- iii. damage to the Buyer's reputation or goodwill;
- iv. loss resulting from any claim made by a third party; and/or
- v. special, indirect, consequential loss or liquidated damages of any kind.

12.3 Except for those exclusions and limitations in clause 12.1, and subject to clause 9.4.1, the Company's aggregate liability in contract, tort, including negligence or breach of statutory duty, or otherwise arising by reason of or in connection with the Agreement shall be limited to the lower of the order price or the value of the particular delivery from which a claim for damages arose but shall, in no event, exceed one hundred thousand pounds (£100,000).

12.4 The Buyer shall inspect all Goods immediately upon delivery and in the event that the Buyer alleges that the quantity/weight of Goods delivered does not correspond with the quantity stated in the delivery note (within the tolerances as stated in clause 5.3) or that such Goods are defective the Buyer shall, within three days of delivery, give to the Company notice in writing specifying the particulars of the complaint. In the event that the Buyer fails to give such notice the Company shall have no liability in respect of any alleged non-delivery of Goods and/or defects therein.

13 TERMINATION

13.1 Termination with cause. The Company may terminate this Agreement forthwith by notice in writing to the Buyer if the Buyer:

- i. commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within seven (7) days of being given written notice by the Company to do so;
- ii. commits a material breach of this Agreement which cannot be remedied under any circumstances;
- iii. passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
- iv. is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets;

- v. ceases to carry on its business or substantially the whole of its business;
- vi. fails to make payment in accordance with the payment terms;
- vii. if, within the Term of this Agreement, the Buyer exceeds its pre-arranged credit limit;
- viii. is unable to secure debt insurance cover;
- ix. has overdue debts.

13.2 No fault termination. The Company may terminate this Agreement, in whole or in part, upon giving thirty (30) days' written notice to the Buyer.

14 INTELLECTUAL PROPERTY RIGHTS

14.1 All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement (including without limit drawings, specifications, descriptions, blueprints, designs documents and technical information) shall, so far as not already vested, become the absolute property of the Company, and the Buyer shall, at its own cost, do all that is reasonably necessary to ensure that such rights vest in the Company by the execution of appropriate instruments or the making of agreements with third parties.

14.2 If the Buyer shall in any way acquire any such rights ("**Buyer's IP**") then the Buyer shall immediately inform the Company and, at Buyer's cost:

- i. shall hereby assign and guarantee to the Company absolutely all rights, title and interest to any Intellectual Property Rights in the Buyer's IP; and
- ii. forthwith take such steps as may be required by the Company to give effect to the assignment of such rights and vesting of such title.

15 FORCE MAJEURE

15.1 Any delay or failure in either Party performing this Agreement shall be excused and shall not give rise to any claim for compensation or damage by the other Party if, and to the extent, caused by an occurrence beyond the reasonable control of the Party affected which could not have been reasonably foreseen or avoided, including, but not limited to, general strikes other than strikes limited to the workforce of, or provided by, the Contractor, embargo, sabotage and civil commotion, non-availability or shortage of fuel, electricity, raw materials, any act of God including, but not limited, to natural calamities such as typhoons, tidal waves, fires, droughts, floods, earthquakes, accidents, disease, epidemics, acts of a public enemy, war or war-like events (or threats thereof, whether war is declared or not), acts of any local, national or supranational authority, government or state including of a port authority.

15.2 If a Party declares Force Majeure, that Party shall:

- i. submit a written notice of it to the other Party, with an explanation as to why its performance has been or may be prevented or delayed and its



expectations as to the duration of the Force Majeure event. Such written notice shall be submitted in writing as promptly as practicable and, in any event, not later than five (5) days after occurrence of said event; and

- ii. keep the other Party informed of any changes in the circumstances causing the Force Majeure event, including the end of such event.

15.3 Pending resumption of performance by the affected Party for causes exempted by this clause, the other Party may suspend its own performance, with the exception of payment obligations for prior performance.

15.4 An affected Party shall use its best endeavours to remedy or, if this is not possible, mitigate the effect of any Force Majeure event and comply with its obligations under this Agreement. Such endeavours shall be discussed and agreed by both Parties.

15.5 When the Company reasonably believes that a Force Majeure event has ended (whether that Force Majeure event was relied upon by the Company or the Buyer) it may serve a written notice upon the Buyer requesting the Buyer to resume its obligations under the Agreement. This notice shall contain the date upon which the Agreement shall recommence, which shall be reasonable, in the circumstances.

16 TAXES

16.1 Should any taxes be levied on, in respect of, or in relation to, the supply and/or provision of Goods and/or Services in accordance with this Agreement (“**Taxes**”), these shall be for the Buyer’s account. The Buyer shall be responsible for the payment of and shall indemnify and hold the Company harmless from and against those Taxes and shall provide documentary evidence of the payment of those Taxes, if and when made, on the Company’s behalf. If there is any increase in Taxes, during the Term of this Agreement, then this increase shall be for the Buyer’s account.

17 CONFIDENTIALITY

17.1 Each Party agrees to maintain, and ensure that its personnel maintain this Agreement, its contents and any information disclosed to it by the other Party arising out of or in connection with this Agreement with the utmost confidentiality, using the same degree of care to prevent disclosure to third parties of such information as it would to avoid disclosure, publication or dissemination of its own business secrets or information of a similar nature.

17.2 Notwithstanding the foregoing, the Parties are permitted to disclose the existence and content of this Agreement, but only on a strictly need-to-know basis and to the limited extent disclosure is required, in the following cases:

- i. to their respective affiliates;

- ii. to their professional advisors and those of their affiliates;
- iii. to a bona fide prospective purchaser of a Party or the business of that Party, provided that such bona fide prospective purchaser agrees to keep the terms of this Agreement strictly confidential;
- iv. where requested or required by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body;
- v. where required by the rules of any stock exchange on which the shares or other securities of either Party are listed; and
- vi. where required by any Applicable Laws pertaining to this Agreement.

17.3 Should the Buyer fail to comply with this Clause 17 (Confidentiality) then the Buyer shall pay the Company not less than fifty per cent (50%) of the Total Contract Value as compensation.

18 FRAUD

18.1 The Parties shall take all necessary steps, in accordance with Good Industry Practice, to prevent any fraudulent activity in relation to this Agreement by either of them (including all personnel and any subcontractor’s personnel).

19 CORRUPTION

19.1 The Parties agree to comply fully with all Applicable Laws relating to anti-corruption, including those in the jurisdictions where they are registered and the jurisdictions where this Agreement will be performed, and to comply with the Company’s Anti-Corruption Procedure, which forms an integral part of the Policies and Rules.

19.2 Neither Party will offer or give, or agree to give, to any employee, agent, servant or representative of the other Party, or to any government official, any gift, commission or other consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this Agreement or for showing or refraining from showing favour or disfavour to any person in relation to this Agreement.

19.3 The Parties warrant that they have not made any payments or given any gifts, nor have they promised or agreed to make any payments or give any gifts to any employee, agent, servant or representative of the other Party, or to any government official, in connection with this Agreement.

19.4 Where a Party or Party’s personnel, or anyone acting on the Party’s behalf, engages in conduct prohibited by this Clause 19 (Corruption), the other innocent Party shall be entitled to:



- i. terminate this Agreement in accordance with Clause 13 (Termination) and recover from the Party in default the amount of any loss suffered by the innocent Party resulting from such termination; or
- ii. recover in full from the Party in default any other loss sustained by the innocent Party as a consequence of any breach of this Clause 19 (Corruption), whether or not the Agreement has been terminated.

20 TRADE SANCTIONS

20.1 The Parties represent and warrant that they shall comply with any Applicable Laws relating to trade sanctions. They shall also ensure that as a result of, or in connection with, this Agreement:

- i. no Goods and/or Services or technology provided will be used in breach of such Applicable Laws; and
- ii. no persons or entities that are or have been listed on official sanctions lists under trade sanctions and Applicable Laws are involved in or could benefit from this Agreement.

21 BUSINESS PRACTICES

21.1 Each Party shall comply with all Applicable Laws, orders, rules and regulations applicable to the performance of its obligations under this Agreement and such other laws, orders, rules and regulations applicable to either Party or its Affiliates or this Agreement, including, but not limited to, those against corruption, fraud, money-laundering and tax evasion and, in that connection, each Party shall not undertake or cause to be undertaken any activities which are illegal or unlawful under the Applicable Laws.

22 SETTLEMENT OF DISPUTES

22.1 If a dispute (including controversies or claims) arises under or in connection with this Agreement (a “Dispute”), either Party may notify the other of the subject of the Dispute and request an amicable settlement.

22.2 If the Dispute is Site-specific, then the Parties’ representatives must confer at least once to endeavour, in good faith, to resolve the Dispute or to agree on methods of doing so; and if the Dispute is not resolved at Site-level within seven (7) days of the Dispute being notified or is not Site-specific, either Party may require that the Dispute be referred to senior management of the Parties.

22.3 If the Parties have not successfully managed to resolve the Dispute within thirty (30) days as from the date that the Dispute is referred to the Parties’ senior management, either Party may notify the other that the Dispute shall be finally resolved by arbitration in accordance with Clause 23 (Arbitration).

23 ARBITRATION

23.1 Subject to Clause 22 (Settlement of Disputes), all disputes, controversies or claims arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (“ICC Rules”) appointed in accordance with the said rules. The number of arbitrators shall be one.

23.2 It is further agreed that:

- i. the place of arbitration shall be London;
- ii. the language of the arbitration shall be English; and
- iii. two or more arbitrations commenced pursuant to this Clause 23 (Arbitration) may be consolidated into a single arbitration, as provided for in the ICC Rules.

23.3 Notwithstanding any Dispute or conflict resolution procedure, the Buyer shall continue to make payments in respect of any Goods and/or Services supplied by the Company.

24 SURVIVING PROVISIONS

24.1 The provisions of Clauses 1 (Definitions), 2 (General), 3 (Price and Payment), 4 (Specification of the Goods), 5 (Delivery & Installation), 6 (Title), 7 (Buyer’s Obligations), 9 (Warranty), 10 (Indemnification), 11 (Carriage), 12 (Limitation of Liability), 13 (Termination), 14 (Intellectual Property Rights), 15 (Force Majeure), 16 (Taxes), 17 (Confidentiality), 18 (Fraud), 19 (Corruption), 20 (Trade Sanctions), 21 (Business Practices), 22 (Settlement of Disputes), 23 (Arbitration), 25 (Independent Contractor), 27 (Severability), 28 (Waiver), 29 (Notices), 30 (No Right of Set Off), 31 (Entire Agreement), 32 (Third Parties), 34 (Governing Law and Jurisdiction) and this Clause 24 (Surviving Provisions) shall survive the termination or expiry of this Agreement, for whatever reason, indefinitely.

25 INDEPENDENT CONTRACTORS

25.1 The Company and the Buyer are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both Parties.

25.2 The Company may, in addition to its own employees, engage subcontractors to provide all or part of the Services being provided to the Buyer and such engagement shall not relieve the Company of its obligations under this Agreement or any applicable Order Confirmation.

26 ASSIGNMENT

26.1 The Buyer shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Company.



27 SEVERABILITY

27.1 If any term or condition or part of any term or condition in this Agreement shall in whole or in part be held to any extent to be illegal, invalid or unenforceable under any enactment or rule of law or otherwise, that term or condition or part shall to that extent be deemed not to form part of this Agreement between the Company and the Buyer and the enforceability and validity of the remainder of this Agreement between the Company and the Buyer and of these conditions shall not thereby be affected.

28 WAIVER

28.1 The failure by either Party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

29 NOTICES

29.1 Any notice to be given by either Party to the other shall be served in writing by email, personal service or by post to the address of the other Party given in the Order Confirmation or such other address as such Party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

29.2 For the avoidance of doubt, notice by email does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

30 NO RIGHT OF SET-OFF

30.1 The Buyer shall not be entitled to the benefit of any set-off to which he might be otherwise entitled in law or in equity.

30.2 All sums payable hereunder shall be payable without any deduction and the Company shall be entitled in the event of non-payment to obtain and enforce judgement thereon without any stay of execution pending the determination of any cross claim by the Buyer. The reason for this condition is the Company has incurred expense in the manufacture, preparation or acquisition of the Goods for sale and it is not reasonable for the Buyer to be allowed to withhold payment therefore until such time as the justice of any cross-claim which has yet to be determined.

30.3 The Company may credit towards the payment of any monies otherwise due to the Buyer hereunder any monies that the Buyer may now or hereafter owe to the Company or to any of its affiliates.

31 ENTIRE AGREEMENT

31.1 This Agreement contains the entire agreement between the Parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both Parties.

31.2 If the Buyer considers these terms to be unreasonable the Company must be informed in writing before any contract is made otherwise it will be deemed to have accepted that the Company's conditions are fair and reasonable. The Parties confirm that this Agreement supersedes any alternative terms and conditions referred to in any of the Buyer's purchase orders or any other correspondence.

32 THIRD PARTIES

32.1 A person who is not party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce this Agreement. This clause does not affect any right or remedy of any person, which exists or is available otherwise than pursuant to that Act.

33 INTERPRETATION

33.1 The headings contained in this Agreement are for convenience only and shall not be interpreted to limit or otherwise affect the provisions of this Agreement.

34 GOVERNING LAW AND JURISDICTION

34.1 This Agreement and any Dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

34.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).