BRODER METALS GROUP LIMITED

STANDARD TERMS AND CONDITIONS FOR EXPORT SALES

1. **Application**

1.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any quotation or offer of the Seller which is accepted by the Buyer, or any order of the Buyer which is accepted by the Seller.

1.2 These Conditions shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.

2. **Interpretation**

2.1 In these Conditions:

"Business Day"	means any day other than a Saturday, Sunday or bank holiday in England
"the Buyer"	means the person or company who accepts a quotation or offer of the Seller for the sale of Goods or whose order for the Goods is accepted by the Seller
"these Conditions"	means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller
"the Contract"	means the contract for the purchase and sale of the Goods under these Conditions
"the Delivery Date"	means the date on which the Goods are to be delivered as stipulated in the Buyer's order and accepted by the Seller
"the Goods"	means the Goods (including any instalment of the Goods or any parts for them) which the Seller is to supply in accordance with these Conditions
"Month"	means a calendar month
"the Seller"	means Broder Metals Group Limited, a company registered in England under No. 05690539, or any of its subsidiaries
"writing"	means any communication effected by email, facsimile transmission or any comparable means

2.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

2.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

3. **Incoterms**

3.1 In these Conditions "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.

4. **Evidence of Export**

4.1 Section 4 will apply to all orders in accordance with the UK VAT act 1994, UK VAT regulations 1995 and latest edition of Notice 703 where the Buyer or his Agent arranges carriage of the goods.

4.2 VAT at current UK standard rate will be automatically added to the final invoice and payable unless the Buyer undertakes prior to the goods being released for transportation to provide adequate evidence of export in accordance with the Act and Regulations shown at 4.1.

4.3 Adequate evidence of export will only be satisfied by the Buyer providing either of the following within three months of collection:

a) the Buyer providing haulier / carrier / freight forwarder shipping documentation produced by UK Customs, for example Goods Departed Messages (GDM) generated by NES. Alternatively it may be in the form of a Single Administrative Document (SAD) endorsed by Customs at the point of exit from the EC, or confirmation of the electronic discharge of an NCTS movement.

b) the Buyer providing a Receipt Confirmation providing the following information:

- delivery address for the goods
- date of departure of goods from our premises and from the EC
- name and address of the haulier collecting the goods; registration number of the vehicle collecting the goods and the name and signature of the driver
- where the goods are to be taken out of the EC by an alternative haulier or vehicle, the name and address of that haulier, the registration number of the vehicle and a signature for the goods
- route, for example, Channel Tunnel, port of exit
- copy of travel tickets, and
- name of ferry or shipping company and date of sailing or airway number and airport.

The information held should also include (if applicable):

- the trailer number
- full container number, and

- the name and address for consolidation, groupage or processing.

4.4 VAT levied under 4.2 may be treated as a pre-payment and refunded once the required information has been provided.

5. **Basis of Sale**

5.1 The Seller's employees or agents are not authorised to make any representations or claims concerning the Goods unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

5.2 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.

5.3 Sales literature, price lists and other documents issued by the Seller in relation to the Goods are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance. An order placed by the Buyer may not be withdrawn cancelled or altered prior to acceptance by the Seller.

5.4 No contract for the sale of Goods shall be binding on the Seller unless:-

- the Seller has issued a quotation which is expressed to be an offer to sell the Goods;

or

- the Seller has accepted an order placed by the Buyer, by whichever is the earlier of:
    - the Seller's written acceptance;
    - delivery of the Goods;

    or

    - the Seller's invoice.

5.5 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

6. **Orders and Specifications**

6.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by an authorised representative of the Seller.

6.2 The specification for the Goods shall be those set out in the Seller's sales documentation unless varied expressly in the Buyer's order (if accepted by the Seller). The Goods will only be supplied in the minimum units (or multiples) stated in the Seller's price list or in multiples of the sales outer as specified. Orders received for quantities other than these will be adjusted accordingly. Illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by the Seller are intended as a guide only and the contents shall not be binding on the Seller.

6.3 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.

6.4 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

7. **Price**

7.1 The price of the Goods shall be the price as agreed in writing by the Seller and the Buyer.

7.2 Where the Seller has quoted a price for the Goods the price quoted shall be valid for 2 days only or such other time as the Seller may specify and subject to the Goods remaining unsold.

7.3 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller including, without limitation, any foreign exchange fluctuation, currency regulation or alteration of duties, any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

7.4 The Buyer undertakes not to offer the Goods for resale in any country (not being member states of the European Community or the European Free Trade Association) notified by the Seller to the Buyer at or before the time the Buyer's order is placed, or to sell the Goods to any person if the Buyer knows or has reason to believe that that person intends to resell the Goods in any such country.

7.5 The price is exclusive of any applicable value added tax excise, sales or taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods, which the Buyer shall be additionally liable to pay to the Seller.

7.6 The Seller reserves the right to charge the cost of boxes, pallets and returnable containers to the Buyer in addition to the price of the Goods.

8. **Payment**

8.1 Subject to any special terms agreed in writing between the Buyer and the Seller, the Seller shall invoice the Buyer for the net sum due the Goods on or at any time after despatch of the Goods.

8.2 Invoices are based on the quantity and condition of Goods and at weights established by the Seller when the Goods leave the Seller's warehouse.

8.3 The Buyer shall pay the price of the Goods on the payment date stated in the Contract or if no express provision for the time of payment is contained in the Contract within 30 days after the date of invoice notwithstanding that delivery may not have taken place and/or that the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued upon request.

8.4 All payments shall be made to the Seller in the currency of the price stated in the Contract at its office as indicated on the form of acceptance or invoice issued by the Seller without any deduction credit or set off whatsoever.

8.5 The Seller is not obliged to accept orders from any customer or buyer who has not supplied the Seller with references satisfactory to the Seller; if at any time the Seller is not satisfied as to the creditworthiness of the Buyer it may give notice in writing to the Buyer that no further credit will be allowed to the Buyer in which event the Buyer shall be required to give security deposits in respect of Goods already shipped and no further Goods will be delivered to the Buyer other than against cash payment and notwithstanding any payment terms contained in the Contract all amounts owing to the Buyer to the Seller shall be immediately payable in cash.

9. **Retention of Title**

9.1 The Seller holds the title to the Goods delivered until the Buyer has made full payment for the Goods.

9.2 The Seller also holds title to the Goods delivered until the Buyer has made full payment of all other monies due from the Buyer to the Seller

9.3 Until the title passes, the Seller has the right to recover the Goods in the Buyer's possession or control and the Seller is hereby given the right to enter any land or building where the Goods are stored to collect the Goods.

9.4 If the Buyer processes the unpaid Goods into/or to form part of a "New Object", the Seller is granted title to the New Object proportionate to the value of the unpaid Goods in the New Object until such time as it has received full payment for the original Goods.

9.5 If the Buyer sells any unpaid Goods or New Object, the Buyer hereby assigns to the Seller a proportion of its claim on any third-party equivalent to the debt for the unpaid Goods/New Object sold.

9.6 Each sub clause (9.1-9.5) above shall have effect as a separate clause and accordingly in the event of any of them being unenforceable for any reason, the others shall remain in full force and effect.

10. **Delivery**

10.1 Delivery of the Goods shall take place and risk in the Goods will pass in accordance with Incoterms, where applicable, otherwise delivery of the Goods shall be made:

- by the Seller tendering bills or other appropriate documents of lading, or
- by delivering the Goods to the place specified in the Buyer's orders, or
- by the Buyer's acceptance as the location to which the Goods are to be delivered by the Seller, or

- if no place of delivery is so specified by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection.

Goods despatched by post will be delivered when the Goods are accepted by the post office in the United Kingdom.

10.2 Unless otherwise agreed in writing by the Buyer and the Seller shipment and insurance of all Goods ordered F.O.B. or F.C.A. will be arranged by the Seller on behalf of the Buyer and all charges shall be paid by the Buyer.

10.3 The Seller shall endeavour to comply with the shipping instructions given by the Buyer with its order for the Goods but the Seller reserves the right to make part shipments and to ship by vessels of the Seller's choice from any port in the United Kingdom or elsewhere.

10.4 Where the Buyer is to arrange shipment the Seller shall not be responsible for any charges resulting from failure by the Buyer to give due notice of the carrier's time of arrival.

10.5 The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the Delivery Date upon giving reasonable notice to the Buyer. If the Seller delivers the Goods at any time after the Delivery Date the Seller shall have no liability in respect of such late delivery.

10.6 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

10.7 If the Buyer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the goods to be delivered on that date, the Seller shall be entitled upon giving written notice to the Buyer to store or arrange for the storage of the Goods and then notwithstanding the provision of Condition 9.1 risk in the Goods shall pass to the Buyer, delivery shall be deemed to have taken place and the Buyer shall pay to the Seller all costs and expenses including storage and insurance charges arising from such failure.

10.8 The Seller shall not be liable for any costs incurred for whatever reason after delivery of the Goods is deemed to have taken place. Where goods are sold inclusive of any or all of the freight, handling, port or insurance charges, any increases in, or in the rates for, such charges arising after the date of the Contract and before the Goods are delivered or arising through deviation to a new port or airport necessarily or at the Buyer's request or through any delay however caused shall be for the Buyer's account subject to the absolute discretion of the Seller.

10.9 Port surcharges and other incidental charges are not included in the freight rate and will be for the Buyer's account.

10.10 Import or customs duty or other official taxes or charges arising from or necessary to enable delivery of the Goods shall be for the Buyer's account and shall be reimbursed forthwith where necessarily paid by the Seller.

11. **Insurance**

11.1 Unless otherwise expressly agreed in writing by the Buyer and the Seller, Goods sold DDP will be insured from the time the Goods leave the warehouse or place of storage at the commencement of transit, throughout the ordinary course of transit and until:

• delivery to the Buyer's or other final warehouse or place of storage at the destination named in the Buyer's order;

• delivery to any other warehouse or place of storage whether prior to delivery at the destination named in the Buyer's order or acknowledgement or order which the Buyer may elect to use either:

• for storage other than in the ordinary course of transit, or;

• for allocation or distribution;

• the expiry of 15 days after completion of discharge over side of the Goods from the overseas vessel at the final port of discharge or on the expiry of 15 days after unloading the Goods insured from an aircraft at the final place of discharge, whichever shall first occur.

11.2 Insurance on Goods sold DDP. shall be effected by the Seller on behalf of and in the name of the Buyer and shall be for the DDP value of the Goods plus 5 per cent against all marine and marine war and other marine risks (or air, air war or other air risks where appropriate). All special risks involved in the carriage of the Goods shall be for the Buyer's account. Claims are payable abroad and are to be made by the Buyer on the overseas agent of the Seller's insurers.

11.3 All costs arising from the insurance being effected by the Buyer's request on Goods sold other than DPP shall be for the Buyer's account.

12. **Inspection / Shortage**

12.1 The Buyer is under a duty whenever possible to inspect the Goods on delivery or on collection as the case may be.

12.2 Where the Goods cannot be examined the carriers note or such other note as appropriate shall be marked "not examined".

12.3 The Seller shall be under no liability for any damage or shortages that would be apparent on reasonable careful inspection if the terms of this clause are not complied with and, in any event will be under no liability if a written complaint is not delivered to the Seller within 5 days of delivery detailing the alleged damage or shortage.

12.4 In all cases where defects or shortages are complained of the Seller shall be under no liability in respect thereof unless an opportunity to inspect the Goods is supplied to the Seller before any use is made thereof or any alteration or modification is made thereto by the Buyer.

12.5 Subject to condition 12.3 and 12.4, the Seller shall make good any shortage in the Goods and where appropriate replace any goods damaged in transit as soon as it is reasonable to do so, but otherwise shall be under no liability whatsoever arising from such shortage or damage.

13. **Variability in Testing and Re-Testing**

13.1 Testing and retesting results can vary across different bars and/or batches within a single heat, therefore the Seller cannot guarantee uniform test results for all bars and batches.

13.2 Unless specifically agreed in writing prior to acceptance of the Buyer's order, further testing of all material supplied is always at the Buyer's risk and cost, and the seller will not accept any liability or rejection of the material due to any discrepancies or variations in test results identified through subsequent testing performed by the Buyer.

14. **Risk and Property**

14.1 Risk of damage to or loss of the Goods shall pass to the Buyer in accordance with the relevant provision of Incoterms or where Incoterms do not for any reason apply:

- In the case of Goods to be delivered at the Seller's premises, the time when the Seller notifies the Buyer that the Goods are available for collection;

or

- In the case of Goods to be delivered otherwise than at the Seller's premises; the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

14.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other Goods agreed to be sold by the Seller to the Buyer for which payment is then due.

14.3 Until such time as the property in the Goods passes to the Buyer:

- the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property;
- the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to the Seller for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties and in the case of tangible proceeds, properly stored, protected and insured;

and

- provided the Goods are still in existence and have not been resold, the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

14.4 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all money owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

15. **Assignment**

15.1 The Seller may assign the Contract or any part of it to any person, firm or company.

15.2 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Seller.

16. **Warranties and Liability**

16.1 Subject to the conditions set out below the Seller warrants that the Goods will correspond with their specification at the time of delivery and will be of merchantable quality.

16.2 The Buyer shall be responsible for arranging for testing and inspection of the Goods at the Seller's premises before shipment. The Seller shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.

16.3 The Seller shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to abnormal conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration of the Goods without the Seller's approval, or any other act or omission on the part of the Buyer, its employees or agents or any third party.

16.4 Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

16.5 No Goods may be returned to the Seller without the prior agreement in writing of the Seller. Subject thereto any Goods returned which the Seller is satisfied were supplied subject to defects of quality or condition which would not be apparent on inspection may be replaced free of charge or, at the Seller's sole discretion, the Seller may refund or credit to the Buyer the price of the defective Goods but the Seller shall have not further liability to the Buyer.

16.6 Except as expressly provided in these Conditions, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law or under statute, or under the express terms of the Contract, for any direct or consequential loss or damage sustained by the Buyer (including, without limitation, loss of profit or indirect or special loss), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its servants or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer.

16.7 The Buyer shall ensure that, except to the extent that instructions as to the use or sale of the Goods are contained in the packaging or labelling of the Goods, any use or sale of the Goods by the Buyer is in compliance with all applicable statutory and other regulatory requirements and that the storage and handling of the Goods by the Buyer is carried out in accordance with directions given by the Seller or any competent governmental or regulatory authority and the Buyer will indemnify the Seller against any liability loss or damage which the Seller might suffer as a result of the Buyer's failure to comply with this condition.

17. **Limitation of Liability**

17.1 Subject to condition 8, condition 9, Condition 10 and condition 16, the following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

- any breach of these conditions;
- any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods;

and

- any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

17.2 Nothing in these conditions excludes or limits the liability of the Seller:

- for death or personal injury caused by the Seller's negligence;

or

- for any matter which it would be illegal for the Seller to exclude or attempt to exclude its liability;

or

- for fraud or fraudulent misrepresentation.

17.3 Subject to condition 17.1 and condition 17.2:

- the Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price;

and

- the Seller shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

18. **Buyer's Default**

18.1 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

- cancel the order or suspend any further deliveries to the Buyer;

- appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer);
- charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of eight per cent per annum above Barclays Bank Plc (or such other bankers as the Seller may notify) base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest);

and

- where the price is to be paid in a currency other than Sterling charge to the Buyer the reduction in the amount of pounds sterling receivable by the Seller on conversion of the proceeds by the Seller's bankers as a result of variations in the rate of exchange between the due date and the date of actual payment.

18.2 This Condition applies if:

- the Buyer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract;

or

- the Buyer becomes subject to an administration order or makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation;

or

- an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer;

or

- the Buyer ceases, or threatens to cease, to carry on business;

or

- the Seller reasonably apprehends that any of the events mentioned above is about to concur in relation to the Buyer and notifies the Buyer accordingly.

18.3 If Condition 18.2 applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but no paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

19. **Confidentiality, Publications and Endorsements**

19.1 The Buyer undertakes to the Seller that:

- the Buyer will regard as confidential the Contract and all information obtained by the Buyer relating to the business and/or products of the Seller and will not use or disclose to any third party such information without the Seller's prior written consent provided

that this undertaking shall not apply to information which is in the public domain other than by reason of the Buyer's default;

- the Buyer will not use or authorise or permit any other person to use any name, trade mark, house mark, emblem or symbol which the Seller is licensed to use or which is owned by the Seller upon any premises, notepaper, visiting cards, advertisements or other printed matter or in any other manner whatsoever unless such use shall have been previously authorised in writing by the Seller and (where appropriate) its licensor;
- the Buyer will use all reasonable endeavours to ensure compliance with this condition by its employees, servants and agents.

This Condition shall survive the termination of the Contract.

20. **Communications**

20.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax or by e-mail:

- (in case of communications to the Seller) to its registered office or such changed address as shall be notified to the Buyer by the Seller;

or

- (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of the Contract or such other address as shall be notified to the Seller by the Buyer.

20.2 Communications shall be deemed to have been received:

- if sent by pre-paid first class post, two Business Days after posting (exclusive of the day of posting);

or

- if delivered by hand, on the day of delivery;

or

- if sent by fax or e-mail on a Business Day prior to 4.00 pm, at the time of transmission and otherwise on the next Business Day.

20.3 Communications addressed to the Seller shall be marked for the attention of the Managing Director.

20.4 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

21. **Force Majeure**

21.1 In the event that either party is prevented from fulfilling its obligations under this Agreement by reason of any supervening event beyond its control including but not limited to war, national emergency, flood, earthquake, strike or lockout (subject to sub-clause 21.2) the party shall not be deemed to be in breach of its obligations under this Agreement. The party shall immediately give notice of this to the other party and must take all reasonable steps to resume performance of its obligations.

21.2 Sub-clause 21.1 shall not apply with respect to strikes and lockouts where such action has been induced by the party so incapacitated.

21.3 Each party shall be liable to pay to the other damages for any breach of this Agreement and all expenses and costs incurred by that party in enforcing its rights under this Agreement.

21.4 If and when the period of such incapacity exceeds six months then this Agreement shall automatically terminate unless the parties first agree otherwise in writing.

22. **Buyer's duty to advise of special requirements**

22.1 When placing the order the Buyer must advise the Seller in writing of any special, legal, administrative or regulatory requirements applying in the territory in which the Buyer is to import, use or sell the Goods as to composition labelling distributors or sale of the Goods and the Buyer must advise the Seller immediately of any change made in such requirements.

23. **Buyer's duty to comply with import legislation and regulations**

23.1 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon.

24. **Waiver**

24.1 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

25. **Severance**

25.1 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

26. **ULISG 1980**

26.1 The Uniform Laws on the International Sale of Goods laid down in the 1980 United Nations Convention shall not apply unless expressly agreed between the parties in writing.

27. **Third Party Rights**

27.1 A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

28. **Governing Law and Jurisdiction**

28.1 The Contract shall be governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English and Welsh courts.

For and on behalf of Broder Metals Group Limited

September 2025