

**CELSA MANUFACTURING (UK) LIMITED
TERMS AND CONDITIONS FOR THE PURCHASE OF SCRAP METAL
THE “CONDITIONS”**

1 INTERPRETATION

In these Conditions:

(a) the following words and expressions shall have the following meanings:

“Applicable Laws”	All laws and legal obligations relating (whether in whole or in part) to the collection, transportation, supply, delivery or unloading of scrap metal, including health and safety and non-discrimination laws, environmental laws, regulations and codes of practice.
“Approvals”	All approvals, consents, permits, licences and authorisations which may from time to time be required of any person in the UK to collect, transport, supply, deliver or unload scrap metal, including any approvals, consents, permits, licences and authorisations required under any Applicable Laws.
“Celsa Order Acknowledgement Form”	The Company’s standard order acknowledgement form, a copy of which is provided with the Order.
“Company”	Celsa Manufacturing (UK) Limited (company number 04577881) whose registered address is at Building 58, East Moors Road, Cardiff CF24 5NN.
“Contract”	The contract formed in accordance with the provisions of Condition 2.1 for the purchase by the Company of the Scrap from the Supplier.
“Delivery Address”	The address for delivery of the Scrap stated on the Order.
“Delivery Hours”	The delivery hours detailed on the Company’s website at www.celsauk.com .
“Disposal Fees”	The fees charged by the Company for removing and disposing of particular types of Excluded Materials, Hazardous Materials and Non Specification Scrap, which are set out on the Company’s website at www.celsauk.com .
“Excluded Materials”	Dirt, mill scale, bronze, brass, oils, rubber, concrete, wood, motors, engine blocks, fibres, cylinders, water, concrete, sand, oversize material and any other non-ferrous materials.
“Hazardous Materials”	Radioactive materials, gas cylinders, materials which are excessively wet and any other materials

	reasonably considered hazardous or dangerous to the Company's facilities, plant, equipment or staff.
"Non Specification Scrap"	Scrap metal that does not meet the Specifications.
"Order"	The Company's written purchase order or request.
"Prohibited Person"	Any person who is prohibited from supplying scrap metal to the Company according to the list of prohibited persons retained by the Company which is available upon request.
"Rate"	The price per 1,000 kilograms for each type of Scrap included on the Order.
"Scrap"	The scrap metal described on the Order.
"Specifications"	The specifications which are referred to in the Order and set out in more detail in the Company's standard scrap metal specifications document (version number SS06.10.2011 Rev 1) a copy of which is available on the Company's website at www.celsauk.com and any other specifications or performance criteria issued by the Company pursuant to the Order.
"Supplier"	The person to whom the Order is addressed.
"Total Contract Price"	The Rate multiplied by the number of kilograms of Scrap accepted by the Company.
"Vehicle Load"	A single vehicle load of Scrap delivered by or on behalf of the Supplier, being: (a) one lorry container load of Scrap, where delivered by road; or (b) one train wagon load of Scrap, where delivered by rail.
"Weighbridge Ticket"	A weighbridge ticket issued by the Company setting out (in kilograms): (a) the inwards gross weight, being the weight of the delivery vehicle before unloading its contents; (b) the tare, being the weight of the delivery vehicle after the delivery vehicle has been unloaded; (c) the net weight, being the inwards gross weight less the tare; (d) the total deductions, being the total weight of the Hazardous Materials, Excluded Materials and Non Specification Scrap (calculated pursuant to Condition 8.3(c)); and (e) the total weight to be invoiced, being the net weight less the total deductions.

- (b) any reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation made under it;

- (c) words in the singular include the plural and vice versa and the use of any gender includes the other gender;
- (d) references to a person includes individuals, firms, corporations, joint ventures, trusts, associations or partnerships (whether or not having separate legal personality);
- (e) general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words and in particular the words "includes" and "including" shall be deemed to be mean "includes without limitation" and "including without limitation";
- (f) any right or remedy which the Company is stated to have shall be in addition to and not exclusive of any rights or remedies provided by law and any other rights or remedies the Company may have under the Contract.

2 CONTRACT FORMATION AND APPLICATION OF TERMS

- 2.1 The Order is the Company's offer to purchase the Scrap from the Supplier subject to these Conditions. Valid acceptance of the Order shall only be deemed to have taken place and a binding contract formed on receipt by the Company of a completed Celsa Order Acknowledgement Form from the Supplier or upon the Supplier otherwise giving the Company express written notice of the Order's acceptance.
- 2.2 Subject to any variation under Condition 2.4, these Conditions are the only Conditions upon which the Company is prepared to contract with the Supplier and they shall govern the Contract to the exclusion of all other terms and Conditions.
- 2.3 No terms or conditions endorsed upon, delivered with or contained in any quotation, acknowledgement, acceptance of order or other similar document provided by the Supplier (other than the returned Celsa Order Acknowledgment Form) shall form part of the Contract and the Supplier waives any right which it might otherwise have to rely on such terms or conditions.
- 2.4 No variation to the Conditions shall be effective unless stated on the Order or agreed in writing by an authorised person on behalf of the Company. In the event of any inconsistency between these Conditions and the Order, the Order shall prevail.

3 VARIATION OF ORDER

- 3.1 The Supplier shall not, without the prior written consent of an authorised person on behalf of the Company, modify the Order or the Specifications in any way.
- 3.2 The Company may by agreement with the Supplier, change the Order or the Specifications, the quantity of the Scrap ordered and/or the delivery date. Any such change shall only be effective if specified on an official amendment order issued by the Company and signed by an authorised person on its behalf. The Supplier shall not unreasonably withhold its consent to any request from the Company to any of the aforementioned changes.

4 QUALITY

- 4.1 Subject to Condition 4.2, the Supplier shall supply the Scrap to the Company in the quantities set out in the Order.

- 4.2 The Supplier acknowledges that it is of paramount importance that the scrap metal delivered by the Supplier matches the scrap metal ordered by the Company, including the Specifications. Accordingly, the Supplier warrants that each Vehicle Load shall:
- (a) conform with the Order and with the Specifications for the Scrap;
 - (b) consist of Scrap of one Specification only (no mixed loads);
 - (c) comply with the implied terms as to title set out in the Sale of Goods Act 1979; and
 - (d) be free from any Hazardous Material and any Excluded Materials or Non Specification Scrap, pursuant to the Specification.

4.3 The Supplier undertakes that:

- (a) it has all necessary Approvals to carry out the collection, transport, supply, delivery and unloading of scrap metal and associated materials and shall, upon request, produce to the Company evidence of such Approvals; and
- (b) all activities carried out by the Supplier (or on its behalf) in connection with the Contract shall be carried out in accordance with the Approvals and all Applicable Laws.

5 RISK AND TITLE

- 5.1 Subject to Condition 8.4, title to each Vehicle Load shall pass to the Company immediately following the off-loading of the vehicle and risk of loss or damage in each Vehicle Load shall pass to the Company immediately following the exit of the vehicle over the Company's weighbridge.
- 5.2 Where Scrap is being retained by the Supplier pending delivery instructions or due to delivery being deferred under Condition 6.4, title in the Scrap shall pass to the Company when the Scrap is ready for despatch but risk shall remain with the Supplier until delivery in accordance with the Company's instructions.
- 5.3 The Supplier is transferring title to each Vehicle Load to the Company absolutely and with full title guarantee and the Supplier 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 transfer all such items to the Company.

6 DELIVERY ARRANGEMENTS

- 6.1 The Scrap shall be delivered carriage paid, to the Delivery Address on the date or dates specified on the Order.
- 6.2 Unless otherwise agreed by the Company, deliveries of the Scrap shall only be accepted by the Company during the Delivery Hours.
- 6.3 If the Company has agreed that the Supplier may deliver the Scrap in instalments, each instalment shall be construed as a separate contract on these Conditions. Notwithstanding this, any failure by the Supplier to deliver any one instalment shall entitle the Company to exercise its rights under these Conditions respecting that default in relation to the Contract as a whole.

- 6.4 The Supplier shall not unreasonably withhold its consent to any request from the Company to defer delivery of the Scrap.
- 6.5 If the Scrap (or any of it) has not been delivered within the delivery period specified in the Order (or such varied period as is agreed pursuant to Condition 3.2), the Company reserves the right, without prejudice to any other remedies it may have under the Contract or at law or in equity, to terminate the Contract for breach (in whole or in part) immediately on giving notice in writing to the Supplier.
- 6.6 If the Supplier delivers to the Company a quantity of Scrap of up to five per cent (5%) more or less than the net quantity agreed under the Contract, the Company acknowledges and agrees that such delivery shall be deemed to be in accordance with the Contract and that it shall not be entitled, by reason of any such shortfall or excess, to reject either the Scrap or any excess Scrap (as applicable) **PROVIDED ALWAYS** that the Company shall only be required to pay for the Scrap actually accepted by the Company pursuant to Condition 8.4.

7 SUPPLIER'S DELIVERY OBLIGATIONS

- 7.1 In delivering the Scrap to the Delivery Address the Supplier shall, and shall procure that the personnel, sub-contractors and agents of the Supplier (as applicable) shall:
- (a) ensure that each vehicle delivering the Scrap to the Delivery Address shall promptly on arrival report to the site office to hand over the delivery note;
 - (b) ensure that each delivery is accompanied by a delivery note containing the following information: the Order number; the date of the Order; the number of kilograms of Scrap delivered, a description of the Scrap delivered; and the origin of loading of the Scrap delivered;
 - (c) ensure that the vehicles delivering the Scrap to the Delivery Address shall only unload the Scrap at that part of the Delivery Address as is indicated by the Company's employees;
 - (d) collect and retain any Weighbridge Tickets provided by the Company;
 - (e) not knowingly deliver (or allow to be delivered) to the Delivery Address any Scrap purchased or collected by the Supplier from a Prohibited Person; and
 - (f) not deliver Scrap to the Delivery Address (or allow Scrap to be delivered to the Delivery Address) in an aluminium body trailer.

8 WEIGHING, INSPECTION AND ACCEPTANCE

- 8.1 Following the arrival of each Vehicle Load at the Delivery Address the vehicle shall be weighed on the Company's weighbridge. The Supplier (or the person delivering the Vehicle Load for or on behalf of the Company) shall then unload the vehicle in the area identified by the Company and the delivered Vehicle Load shall be visually inspected by the Company's employees. Subject to condition 8.6, the Company will permit only the driver of such vehicle to attend such inspection.
- 8.2 The purpose of the Company's visual inspection of each Vehicle Load is to check that such Vehicle Load complies with the Order and with the Specifications. In particular,

the Company shall be checking such Vehicle Load to see whether it contains any Excluded Material, Hazardous Material or Non Specification Scrap.

- 8.3 As part of its visual inspection, the Company, acting honestly and reasonably, shall:
- (a) try to separate any Hazardous Materials, Excluded Materials or Non Specification Scrap from the Scrap;
 - (b) use reasonable endeavours to take photographs of the separated Hazardous Materials, Excluded Materials and Non Specification Scrap included within the Vehicle Load but the Supplier accepts that: (i) there may be circumstances in which the Company is unable to take any photographs; and (ii) any photographs taken may not be sufficient to clearly identify all of the Hazardous Materials, Excluded Materials and Non Specification Scrap;
 - (c) assess (based on the visual inspection) and record the weight (in kilos) of the non-conforming materials (which may include Hazardous Materials, Excluded Materials and Non Specification Scrap) included within the Vehicle Load.
- 8.4 If the inspection of any Vehicle Load reveals that the Vehicle Load does not comply with the Order or the Specifications the Company may at its sole discretion:
- (a) reject the load in its entirety by notifying either the Supplier or the person delivering the Vehicle Load for the Supplier. No Scrap shall be deemed to have been delivered and the Supplier shall procure that the rejected scrap and materials shall be (in the case of delivery by road) immediately reloaded onto the delivery vehicle and removed at the Supplier's risk and expense or (in the case of delivery by rail) collected by the Supplier as soon as possible after the Supplier has been notified of such rejected materials and removed at the Supplier's risk and expense;
 - (b) accept only that Scrap which complies with the Specifications and reject any Excluded Materials, Non Specification Scrap and any Hazardous Materials by notifying the Supplier or the person delivering the Vehicle Load for the Supplier. Only the Scrap which complies with the Specifications shall be deemed to have been delivered and accepted and the Supplier shall procure that any rejected materials within the Vehicle Load shall be (in the case of delivery by road) immediately reloaded onto the delivery vehicle and removed at the Supplier's risk and expense or (in the case of delivery by rail) collected by the Supplier as soon as possible after the Supplier has been notified of such rejected materials and removed at the Supplier's risk and expense;
 - (c) subject always to Conditions 9.2 and 9.3, accept the entire contents of the Vehicle Load. For the avoidance of doubt, the Company's acceptance of the Vehicle Load shall not oblige the Company to pay the Supplier in respect of any Excluded Materials or Non Specification Scrap or any Excluded Material within such Vehicle Load.
- 8.5 Where the Company has elected to accept some or all of a Vehicle Load pursuant to Conditions 8.4(b) or 8.4(c), the delivery vehicle shall then be reweighed on the weighbridge and a Weighbridge Ticket shall be issued to the Supplier or to the person delivering the Vehicle Load for the Supplier (as applicable). In the case of deliveries by rail, a Weighbridge Ticket may be issued by the Company to the Supplier up to two (2) days after the relevant Vehicle Load was delivered.

8.6 Without prejudice to the Company's right under Condition 8.1 to have the driver of a vehicle delivering a Vehicle Load attend the visual inspection described in Condition 8.2, the Company may in addition permit a representative of the Supplier to attend the Delivery Address to view the inspection process carried out by the Company. A written appointment for such attendance must be obtained from the Company in advance and the person attending on the Supplier's behalf must be accompanied by a member of the Company's scrap purchasing department whilst on site.

8.7 The Supplier:

- (a) acknowledges that given the amount of scrap metal purchased by the Company and the technological limitations concerning the screening of that amount of scrap metal, it is not commercially feasible for the Company to weigh the Excluded Materials, Hazardous Materials and Non Specification Scrap that might be included in a Vehicle Load;
- (b) acknowledges that the driver of the vehicle delivering the Scrap is entitled to witness the Company's visual inspection of each Vehicle Load, the Company's separation of the Excluded Materials, Hazardous Materials and Non Specification Scrap from the Scrap which meets the Specifications and the Company's assessment of the weight of such materials;
- (c) acknowledges that, by appointment pursuant to Condition 8.6, another representative of the Supplier may attend the Company's visual inspection process from time to time;
- (d) acknowledges that the Company's employees are experienced and skilled in carrying out such inspections and assessments and that the Company has undertaken that such inspections and assessments will be carried out reasonably and honestly;
- (e) agrees that in the above circumstances it is fair and reasonable for the Company to assess the weight (in kilos) of Excluded Materials, Hazardous Materials and Non Specification Scrap within a Vehicle Load on the basis of the Company's visual inspection; and
- (f) agrees that the Company's decision regarding the weight of Excluded Materials, Hazardous Materials and Non Specification Scrap comprised within a Vehicle Load and the written statement provided by the Company pursuant to Condition 8.5 shall be final and binding.

Notwithstanding the provisions of Condition 8.7(f), the Supplier may raise a query in respect of any Weighbridge Ticket issued pursuant to Condition 8.5, including a request for copies of the images recorded pursuant to Condition 8.3(b). However, if any query is not received by the Company within three (3) days of issuance, the Company's Weighbridge Ticket and the weights recorded therein will be deemed to be accepted. The parties agree three (3) days is a reasonable period, particularly given the Company's operation is such that stock is not generally held by the Company for more than three (3) days.

9 CALCULATION OF TOTAL CONTRACT PRICE

- 9.1 The Company shall pay the Rate in respect of each kilogram of Scrap delivered in accordance with the Contract which meets the relevant Specifications and is accepted pursuant to Condition 8.4. The Rate is exclusive of value added tax but inclusive of any other applicable taxes and all, carriage, insurance, freight and other charges. The Rate shall be fixed and binding.
- 9.2 The Company shall not be obliged to pay for any Scrap which does not meet the relevant Specifications or any other materials. In particular the Company shall not be obliged to pay for any Excluded Materials, Non Specification Scrap or any Hazardous Materials delivered to the Delivery Address.
- 9.3 Where the Company has accepted any Excluded Materials, Hazardous Materials or Non Specification Scrap within any Vehicle Load pursuant to Condition 8.4(c), the Company shall use or dispose of such Excluded Materials, Hazardous Materials or Non Specification Scrap in the manner that the Company sees fit. If the Company incurs costs, fees or expenses for the disposal of Excluded Materials, Hazardous Materials or Non Specification Scrap, the Company may invoice the Supplier for such costs, fees and expenses. In particular, but without limitation or prejudice to its rights to recover any costs or losses suffered (including losses pursuant to Condition 13) as a result of the inclusion of such materials, the Company may charge the Supplier the Disposal Fees where Excluded Materials, Hazardous Materials or Non Specification Scrap covered by Disposal Fees are included within a Vehicle Load. Without prejudice to the provisions of Conditions 10.5 and 13, any costs, fees or expenses referred to in this Condition 9.3 may be deducted from the price payable by the Company to the Supplier for any Scrap accepted by the Company.

10 PAYMENT

- 10.1 The Company operates a self-billing arrangement in respect of its scrap purchasing activities and such self-billing arrangement shall apply to the Contract. If the Supplier has not already done so, it must enter into a self-billing agreement with the Company on the Company's standard form agreement, copies of which are available from the Company. The self-billing agreement is a requirement of HM Customs & Revenue and sets out the obligations of the Company and the Supplier under the regulations governing self-billing.
- 10.2 At least once a month the Company shall issue a self-billing invoice to the Supplier setting out (in respect of that month):
- a) the Order/item number(s);
 - b) the dates the delivered Scrap was received by the Company;
 - c) the invoiced weight of the delivered Scrap in kilograms (being the net weight less the deductions);
 - d) the Rate;
 - e) the total price to be paid by the Company in respect of that invoice.
- 10.3 The Company shall pay to the Supplier the total fees payable by the Company as set out in each self-billing invoice that it issues, in accordance with the timescale for

payment set out in the Supplier's self billing agreement with the Company. If the Supplier's self billing agreement with the Company is silent on this point, such timescale shall be sixty (60) days from the end of the month in which such invoice was issued.

- 10.4 If payment of any sum due to the Supplier by the Company under the Contract is not made within seven (7) days of the due date for payment the Supplier shall be entitled to charge interest on the overdue sum from the date on which payment became due until the date on which the Supplier receives payment in full in clear funds (whether before or after judgment) at the rate of 4% per annum, such interest to accrue on a daily basis until payment is made.
- 10.5 The Company reserves the right to set off against any amount owed to: (a) the Supplier; or (b) any debt factor to whom receivables have been assigned by the Supplier; any amount owing at any time from the Supplier to the Company (whether under the Contract or otherwise and including any amount owing to the Company pursuant to any indemnity included in these Conditions).
- 10.6 The Supplier shall not be entitled to suspend deliveries of the Scrap as a result of late payment.

11 CONFIDENTIAL INFORMATION

The Supplier shall keep confidential any and all confidential information relating to the products, business, technology, procurement or technical requirements of the Company or of any of its associated companies which may come into the Supplier's possession in the course of performing the Contract and the Supplier shall not without the Company's prior written consent use such confidential information or disclose it to any person for any purpose other than the proper performance of the Contract.

12 INSURANCE

The Supplier shall retain in force during the period of performance of the Contract policies of third party liability insurance and employer's liability insurance, which must be sufficient to cover its prospective liabilities under the Contract and shall, upon request, produce to the Company evidence of the terms of such policies and of the payment up to date of all monies under them.

13 INDEMNITY AND LIABILITY

- 13.1 The Supplier shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Company arising out of or in connection with:
- (d) any breach of the undertakings contained in Condition 4.2 or 4.3;
 - (e) the Supplier's breach or negligent performance or non-performance of the Contract;
 - (f) any claim made against the Company by a third party to the extent that such claim arises out of the breach, negligent performance or failure or delay in

performance of the Contract by the Supplier, its employees, agents or subcontractors;

- (g) the disposal by or on behalf of the Company of Excluded Materials or Hazardous Materials within a Vehicle Load; and/or
- (h) damage to or the loss of the use of (whether temporary or permanent) the Company's plant, equipment, facilities or premises or injury to its personnel; or
- (i) the purchase of replacement scrap metal made by the Company following a failure by the Supplier to deliver the Scrap in accordance with the Contract.

13.2 Neither party excludes or limits liability to the other party for:

- (a) fraud or fraudulent misrepresentation;
- (b) death or personal injury caused by negligence;
- (c) a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) any matter for which it would be unlawful for the parties to exclude liability.

13.3 Subject to Condition 13.2, the Company shall not be liable to the Supplier for any loss or damage suffered by the Supplier or its employees, service providers or agents (including any damage to any delivery vehicle) which results from the Supplier or its employees, service providers or agents failing to comply with these Conditions or the Supplier's site rules at the Delivery Address.

14 TERMINATION

14.1 The Company shall have the right at any time by giving notice in writing to the Supplier to terminate the Contract immediately (without compensation) if:

- (a) the Supplier fails to supply the Scrap in accordance with the Contract (including for the avoidance of doubt, if the Supplier has allowed to be delivered to the Delivery Address any Scrap purchased or collected by the Supplier from a Prohibited Person);
- (b) the Supplier commits any other material breach or any persistent breach of the Contract; or
- (c) any distress, execution or other process is levied upon any of the assets or undertaking of the Supplier or an enforcement order is served against the Supplier pursuant to Schedule 12 of the Tribunals, Courts and Enforcement Act 2007 or control is taken of goods of the Supplier pursuant to that Schedule; or
- (d) the Supplier (or any director of or partner in the Supplier) has a bankruptcy order made against him or makes an arrangement or composition with his creditors or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (if a body corporate) convenes a meeting of its creditors (whether formal or informal) or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary

liquidation for the purpose only of reconstruction or amalgamation, or has a receiver or manager, administrator or administrative receiver appointed over all or any of its assets or undertaking, or documents are filed with the court for the appointment of an administrator in relation to the Supplier or notice of intention to appoint an administrator is given by the Supplier or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Supplier or for the granting of an administration order in respect of the Supplier, or any proceedings are commenced relating to the insolvency or possible insolvency of the Supplier; or

- (e) the Supplier ceases or threatens to cease to carry on business; or
- (f) the financial position of the Supplier deteriorates to such an extent that, in the opinion of the Company, the capability of the Supplier adequately to fulfil its obligations under the Contract has been placed in jeopardy.

14.2 The termination of the Contract howsoever arising shall be without prejudice to the rights and remedies of the Company accrued prior to termination.

14.3 Any provision of these Conditions which expressly or impliedly has effect after cancellation or termination, shall continue to be enforceable notwithstanding cancellation or termination of the Contract.

15 ATTENDANCE AT THE COMPANY'S PREMISES

15.1 The performance of the Supplier's obligations under the Contract will require the Supplier or its employees, officers, sub-contractors and/or agents to access the Company's premises, including the Delivery Address. Accordingly, the Supplier shall, and shall procure that any sub-contractor and any other person employed by or carrying out obligations for or on the Supplier's behalf shall:

- (a) refrain from committing any act on the Company's premises which may render the Company liable to any person at common law or by virtue of any statute;
- (b) comply with: (i) the Company's "*Contractors Site Regulations*" and the Company's health and safety rules, each of which are available from the Company, and each of which the Supplier shall inspect and be deemed to have knowledge of; and (ii) all statutory provisions and regulations relating to the safety of persons using the Company's premises;
- (c) comply with all requirements of the Company as to security while at the Company's premises and when entering and leaving such premises;
- (d) comply with any instruction by the Company or its authorised representative pertaining to conduct; and
- (e) take reasonable care to minimise disruption to the Company's business.

15.2 The Supplier shall ensure that, subject to Condition 8.6, only one person representing the Supplier shall accompany each Vehicle Load at the Delivery Address.

16 HEALTH AND SAFETY

The Supplier shall comply with all of its legal obligations and any and all requirements which the Company may notify to it from time to time (whether in the Order or otherwise) in relation to health and safety in relation to the Scrap and its delivery and unloading. As a continuing obligation surviving termination or performance of the Contract, the Supplier shall provide the Company with such information and assistance concerning the Scrap as the Company may reasonably require to enable the Company to comply with its legal obligations in relation to health and safety in respect of the Scrap.

17 ANTI-BRIBERY

17.1 The Supplier shall and shall procure that all persons associated with it or involved in the supply of the Scrap shall:

- (a) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption ("**Relevant Requirements**"), including the Bribery Act 2010 and not do, or omit to do, any act that may cause or lead the Company to be in breach of any of the Relevant Requirements;
- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such an activity, practice or conduct had been carried out in the UK;
- (c) have and shall maintain in force whilst the Contract is in force, its own policies and procedures including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and Condition 17.1(b) and shall enforce them where appropriate;
- (d) promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Contract; and
- (e) immediately notify the Company in writing if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier (and the Supplier warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of the Contract).

18 SUB-CONTRACTING AND ASSIGNMENT

The Supplier shall not sub-contract or assign the benefit of all or a material part of the Contract (including any assignment of receivables to a debt factor) without the prior written consent of an authorised person on behalf of the Company. The Supplier shall be responsible for all work done by any sub-contractors. The Company reserves the right to assign the benefit of the Contract or any part of it to any other person.

19 FORCE MAJEURE

The Company reserves the right to defer the date of delivery or payment or to cancel the Contract or reduce the volume of Scrap ordered if at any time it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not

relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

20 GENERAL

- 20.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 20.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable, it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of such provision shall continue in full force and effect.
- 20.3 Any failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 20.4 No waiver of the Company's rights under the Contract shall be effective unless in writing signed by an authorised person on behalf of the Company. Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Supplier shall not be deemed a waiver of any subsequent breach or default and shall in no way affect any other terms of the Contract.
- 20.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 20.6 Any notices or demands sent under or in connection with the Contract must be in writing in the English language and delivered by hand or sent by first class post to the registered office of the intended recipient or, if the intended recipient is not a company, the principal place of business, of the intended recipient, or sent by email to the email address of an employee of the recipient (who, in the case of the Company must be an authorise person at the Company). Notices will be deemed served, if delivered by hand, at the time of delivery, if sent by first class post, two days after being posted post or, if sent by email, on completion of successful transmission **PROVIDED ALWAYS THAT** any notice or demand served outside working hours shall be deemed not to have been served until 9am on the next working day.
- 20.7 The Company and the Supplier agree that the Contract 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 and that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.