



CONDITIONS OF PURCHASE

GENERAL

- 1) Unless otherwise expressly set forth in this contract, these conditions together with the commercial terms, shall apply to all contracts for the purchase of goods by us from you. These conditions set out the entire agreement to the exclusion of all other terms and conditions.

PRICE

- 2) The price shall be the price set out on the Purchase Order Contract. All agreed prices shall remain fixed and not be subject to subsequent amendment without the company's prior express written consent. The Buyer may set off against the price amounts due from you. The Seller shall invoice the Buyer upon completion of delivery.

DELIVERY

- 3) Delivery date of the goods will be specified in the Purchase Order Contract and delivered to our nominated address. The Buyer shall use reasonable efforts to unload the goods in justifiable time, the Buyer shall have no liability for any charges or delays caused by circumstances beyond our control. If the Seller fails to deliver in accordance with the Purchase Order Contract, the Buyer has the right to a) terminate the contract with immediate effect by giving written notice, b) refuse to accept delivery of goods, c) any sums paid in advance returned. The goods shall remain at the risk of the Seller until delivery is complete. All deliveries of goods shall be accompanied by a detailed delivery/packing note, specifying the exact contents of the delivery.

WARRANTIES

- 4) The Seller shall warrant to us that the goods supplied will be delivered as specified in the Purchase Order Contract, and will be of satisfactory quality, and not contain a) any item specified on the UK Military list of items that require export authorisation, b) minerals are from conflict free areas. The Seller warrants that it shall not deliver counterfeit or suspect goods and shall provide (if necessary) documentation of traceability.

FORCE MAJEURE

- 5) We will not be liable to you or deemed to be in breach of contract if the delay or failure is due to causes that is beyond their respective control including, but not limited to Acts of God, War, any adverse climate conditions, epidemics, parliamentary and government restrictions, or shipping interruptions, or interruption of operations of the Seller's plant, including process, labour, machinery and material.

REMEDIES

- 6) The Buyer will have the right to terminate this contract by giving written notice if the Seller has breached any of its terms, or if the credit or ability of the Seller to complete the Purchase Order Contract becomes impaired.

Signed by _____

Date _____