AEROCOM METALS LIMITED

SUPPLIER TERMS

TERMS & CONDITIONS OF PURCHASE

These terms apply to purchase orders issued by Aerocom Metals Limited (the Buyer).

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1. ACCEPTANCE

1.1 This Purchase Order ("PO") contains the entire Terms and Conditions ("Terms") of the offer made by Aerocom Metals Limited (the "Buyer"). Neither the Buyer nor the seller named on the PO (the "Seller") is bound by any oral or written agreement not expressly included in this PO.

1.2 Acceptance of this PO is limited to these Terms. Any terms in the Seller's quotation, acknowledgement or other documents that differ from or add to these Terms do not apply unless the Buyer agrees to them in writing.

1.3 This PO may be amended only in writing, signed by authorised representatives of both the Seller and the Buyer, expressly referring to the terms being changed and stating that it is an amendment to this PO.

2. SCOPE

2.1 These Terms, as amended from time to time, apply to the Buyer's purchase of all products and services (the "Product") from the Seller described on the face of the PO or in any document referred to on it. "Product" includes, without limitation, raw materials, supplies, components, tooling equipment and all services.

2.2 A PO is valid only if issued by the Buyer on its official PO, whether electronic or otherwise generated.

2.3 If the Buyer and the Seller have both signed a separate agreement, its terms prevail over these Terms.

3. PRICE, TITLE AND RISK

3.1 All prices payable by the Buyer are as stated on the PO. They include the cost of packaging and delivery to the specified destination on the delivery term stated on the PO.

3.2 Unless the PO states otherwise, title to the Product and all risk of loss or damage remain with the Seller, whatever the FOB or other delivery terms, until the Product has been delivered to the Buyer's nominated facility and accepted there.

4. QUALITY

4.1 The Seller shall meet all quality requirements of the Buyer and of the Buyer's customers, including all applicable plans, specifications and other contract requirements stated on the face of the PO. The Product must be to the Buyer's satisfaction, and the Buyer may reject any non-conforming Product.

4.2 The Seller shall notify the Buyer in writing of all non-conforming product, including immediately notifying the Buyer in writing if it becomes aware that parts or material already delivered may be non-conforming.

4.3 The Buyer, its designated representative and any regulatory body may, during business hours and after giving the Seller reasonable notice:

(a) inspect the Product wherever it is located;

(b) take samples of the Product for inspection and testing; and

(c) obtain factory, site and any other information from the Seller to confirm that the Product conforms with the agreed specifications.

4.4 No inspection, testing or enquiry changes any of the Seller's obligations or waives any of the Buyer's rights.

4.5 The Seller shall keep records of all documents it receives and creates relating to the Product or the PO, and make them available for review by the Buyer, the Buyer's customers and their representatives, and regulatory authorities.

4.6 The Seller shall prevent the use of unapproved, suspected unapproved and counterfeit parts and materials.

4.7 The Seller shall ensure that persons doing work under its control are aware of their contribution to product and service conformity, their contribution to product safety, and the importance of ethical behaviour.

4.8 The Seller shall flow down the requirements of this clause 4 to its sub-suppliers and sub-contractors.

5. PACKAGING AND SHIPPING

5.1 Unless the PO, or a written instruction signed by the Buyer's authorised representative, says otherwise, all Product must be suitably marked and shipped in accordance with the requirements of common carriers. Where the Buyer pays the transport costs, the Product must be shipped in the way that secures the lowest transport cost.

5.2 The Seller shall pay any additional costs of delivering late shipments.

6. DELIVERY

6.1 The Seller shall deliver to the specified destination by the due date stated on the PO, or as otherwise agreed in writing. The due date is of the essence. The Seller shall tell the Buyer promptly if it reasonably expects delivery to be late.

6.2 The Seller shall pay all costs arising from unauthorised early delivery.

6.3 The Seller warrants that, on acceptance of delivery at the destination, it will transfer to the Buyer good and marketable title to all Product, free of any liens or encumbrances.

6.4 The Buyer is not obliged to buy or pay for, and the Buyer or its designated representative may at any time after delivery reject, all or part of any delivery that the Buyer or its representative determines does not conform with the PO or the agreed specifications.

6.5 The Seller keeps, or takes back, title to and all risk in any non-conforming Product, and shall return or dispose of it at its own expense. The Seller shall pay all costs the Buyer incurs in receiving non-conforming Product, including handling, storage and testing.

7. WARRANTY

7.1 The Seller warrants, from the date of delivery (or for the appropriate period required by applicable law, if different), that all Product:

(a) conforms strictly with the description in the PO and with the quality requirements and agreed specifications, whether stated in or attached to the PO or incorporated by reference; and

(b) is of satisfactory quality, fit for its intended purpose and free from defects.

8. INTELLECTUAL PROPERTY

8.1 The Seller shall indemnify and hold harmless the Buyer and its customers from all claims, losses, proceedings, damages, liabilities and expenses (including reasonable legal fees) arising out of or related to any actual or alleged infringement, direct or contributory, of any patent, copyright, trade mark or other property right caused by the manufacture, use or sale of the Product.

9. INDEMNITY

9.1 The Seller shall indemnify the Buyer, its employees, directors, affiliates, subsidiaries and agents against all losses, liabilities, claims, suits, judgments, fines, penalties, actions, proceedings and damages (including special, consequential, punitive and exemplary damages), and all related costs and expenses (including reasonable fees of lawyers, experts and consultants, and settlement costs), arising from any claim (including lawsuits, administrative claims, regulatory actions and other proceedings for personal injury or death, property damage or economic loss) that arises out of or relates in any way to:

(a) the Product;

(b) the Seller's representations;

(c) the Seller's performance of, or failure to perform, its obligations under any PO, including any actual or alleged breach of warranty; or

(d) anything caused, or alleged to have been caused, by any person's use of any Product as shipped or delivered by the Seller to the Buyer.

9.2 This indemnity applies whether the claim arises in tort, negligence, contract, warranty, strict liability or otherwise, except to the extent the liability arises solely from the gross negligence or wilful misconduct of the Buyer, its employees or authorised representatives.

10. TERMINATION BY THE BUYER

10.1 The Buyer may terminate all or part of any PO without liability to the Seller if:

(a) the Seller repudiates, breaches or threatens to breach any term of the PO, including the Seller's warranties;

(b) the Seller fails to perform or deliver Product as specified by the Buyer;

(c) the Seller fails to give the Buyer adequate and reasonable assurance of its ability to perform any of its obligations under any PO on time, including delivery of Product;

(d) the Buyer terminates any other PO issued to the Seller for breach, in accordance with the terms of that PO;

(e) the Seller assigns or transfers, or attempts to assign or transfer, any interest without the Buyer's prior written approval;

(f) the Seller fails to remedy any breach or matter listed in (a) to (e) within thirty (30) days of receiving written notice from the Buyer; or

(g) the Seller makes an assignment for the benefit of its creditors, commits any act of bankruptcy, has a receiver appointed or otherwise admits that it cannot pay its debts as they fall due, and does not remedy the situation within sixty (60) days of receiving written notice from the Buyer.

11. ASSIGNMENT

11.1 The Seller shall not assign, transfer or otherwise dispose of any of its rights or obligations to any third party without the prior written consent of the Buyer or its interested parties.

11.2 All rights and obligations under the PO benefit and bind any permitted assignee or successor of each party.

12. COMPLIANCE WITH LAWS

12.1 The Seller shall comply with all laws, regulations, orders and rules of the United Kingdom, and of any other country, that apply to its performance of its obligations under each PO.

13. CONFIDENTIALITY

13.1 Any specifications, samples, designs, formulations, financial data or other information that the Buyer identifies as, or otherwise treats as, confidential and discloses to the Seller in connection with the PO ("Buyer's Confidential

Information") remains the exclusive property of the Buyer.

13.2 The Seller, its employees and agents shall keep the Buyer's Confidential Information, and any information derived from it, confidential, and shall not disclose it to any third party or use it for any purpose other than the PO without the Buyer's prior written consent.

13.3 Information is not confidential to the extent that the Seller can show by written record that it was already known to the Seller, became publicly available through no fault of the Seller, was disclosed to the Seller by a third party without breach of any duty of confidentiality, or must be disclosed by law or legal process.

13.4 This clause continues to apply after the PO ends for as long as the Buyer's Confidential Information remains confidential, and overrides any contrary duration term in any confidentiality agreement previously signed by the parties.

14. REMEDIES

14.1 If the Seller fails to perform in accordance with the PO (a "Breach"), including if any Product fails to conform to the warranties or the Seller or any Product fails to meet any of the conditions or specifications set out in the PO, then, without prejudice to any other rights or remedies under law or in equity, the Buyer may, after any applicable cure period, recover from the Seller all mitigated losses and reasonable additional expenses arising from the Breach and, at the Buyer's option:

(a) require the Seller to remedy the Breach promptly by delivering conforming Product at no additional charge or expense to the Buyer; and/or

(b) reject any non-conforming Product, cancel any or all outstanding deliveries, and buy replacement Product from one or more other suppliers.

15. INSURANCE

15.1 The Seller shall maintain insurance covering the Product and its performance under the PO, in line with applicable legal requirements, including comprehensive commercial general liability insurance (including products liability, completed operations and third-party liability cover).

16. FORCE MAJEURE

16.1 The Seller is not in default or in breach of these Terms for any failure to deliver Product as required by the PO to the extent the failure is caused by events reasonably beyond its control, including strikes, picket lines, boycotts, fire, flood, freezing conditions, accidents, war (whether declared or not), revolution, riot, insurrection, acts of God, acts of any government or government agency (of the United Kingdom or any other country), acts of a public enemy, shortage or rationing of petrol, diesel or other fuel or vital products, or inability to obtain materials or labour.

16.2 The Seller shall notify the Buyer promptly of any such delay and its cause.

16.3 If any such cause continues for more than thirty (30) days, the Buyer may cancel the PO, and all its obligations to the Seller under it, by notice to the Seller.

17. GOVERNING LAW AND JURISDICTION

17.1 The PO and these Terms, and their formation and performance, are governed by the laws of England and Wales, without regard to any conflict of law rules.

17.2 The Seller submits to the exclusive jurisdiction of the courts of England and Wales for any legal or equitable action or proceeding.

18. GENERAL

18.1 If the Buyer does not insist on performance of any of these Terms, or does not exercise any of its rights, that is not a waiver of future performance of that term or of the future exercise of that right.

18.2 If a court of competent jurisdiction finds any term, provision, undertaking or restriction in these Terms invalid, void or unenforceable (in whole or in part), the remaining terms, provisions, undertakings and restrictions remain in full force and effect.

18.3 Any notice or request under these Terms must be sent by prepaid recorded post, by courier, or by email to the email address on the PO, or to any other business address the recipient has notified in writing. A notice is treated as given on the date it is sent by email (provided no delivery-failure message is received), or on the date it is received by post or courier.

18.4 Clause headings are for convenience only and do not form part of these Terms.

19. RIGHT OF ACCESS

19.1 By accepting a PO, the Seller agrees that the Buyer, the Buyer's customers and regulatory authorities may, by appointment, visit the Seller's premises, including for discussions with regulatory and statutory authorities.

20. NOTIFICATION OF CHANGES

20.1 The Seller shall notify the Buyer in writing, promptly and where practicable before the change takes effect, of any major change to its customer approvals (including any approval being withdrawn, lapsing or terminated), and of any significant change to its senior management, operating procedures or site location that could affect product conformity.

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