AEROCOM METALS LIMITED

CUSTOMER TERMS

TERMS & CONDITIONS OF SALE

These terms apply to quotations issued and orders accepted by Aerocom Metals Limited (the Seller).

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1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions:

"Business Day" means any day other than a Saturday, Sunday or bank holiday in England.

"the Buyer" means the person, firm or company that accepts a quotation or offer from the Seller for the sale of Goods, or whose order for 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 requires otherwise, 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 stated 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) that the Seller is to supply in accordance with these Conditions.

"Month" means a calendar month.

"the Seller" means Aerocom Metals Limited, a company registered in England and Wales under company number 6624187, whose registered office is at Units 1-2 Crosspoint Business Park, Richardson Way, Coventry CV2 2TA.

"Writing" and "written" include email.

1.2 Any reference in these Conditions to a statute or a provision of a statute is a reference to it as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and do not affect their interpretation.

2. APPLICATION OF THESE CONDITIONS

2.1 The Seller sells, and the Buyer buys, the Goods in accordance with any quotation or offer of the Seller that the Buyer accepts, or any order of the Buyer that the Seller accepts, subject in either case to these Conditions.

2.2 These Conditions govern the Contract to the exclusion of any other terms and conditions, including any terms the Buyer seeks to impose or incorporate in its order, acceptance or other documents.

3. INCOTERMS

3.1 "Incoterms" means the international rules for the interpretation of trade terms published by the International Chamber of Commerce, as in force on the date the Contract is made.

3.2 Unless the context requires otherwise, any term or expression defined in or given a particular meaning by Incoterms has the same meaning in these Conditions. If Incoterms and these Conditions conflict, these Conditions prevail.

4. BASIS OF SALE

4.1 The Seller's employees and agents are not authorised to make any representations or claims about the Goods unless the Seller confirms them in writing. In entering into the Contract, the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any representation that has not been confirmed in this way.

4.2 No variation to these Conditions is binding unless agreed in writing and signed (including electronically) by authorised representatives of the Buyer and the Seller.

4.3 Sales literature, price lists and other documents issued by the Seller about the Goods may change without notice and are not offers to sell the Goods.

4.4 The Buyer may not withdraw, cancel or alter an order before the Seller has accepted it.

4.5 No contract for the sale of Goods is binding on the Seller unless the Seller has issued a quotation expressed to be an offer to sell the Goods, or has accepted the Buyer's order by whichever of the following happens first:

4.5.1 the Seller's written acceptance;

4.5.2 delivery of the Goods; or

4.5.3 the Seller's invoice.

4.6 Any typographical, clerical or other accidental error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller may be corrected without any liability on the part of the Seller.

5. ORDERS AND SPECIFICATIONS

5.1 No order submitted by the Buyer is accepted by the Seller unless and until an authorised representative of the Seller confirms it in writing, or the Seller otherwise accepts it under clause 4.5.

5.2 The specification for the Goods is as set out in the Seller's sales documentation, unless expressly varied in the Buyer's order and accepted by the Seller.

5.3 The Goods are supplied only in the minimum quantities (or multiples) stated in the Seller's price list, or in multiples of the sales outer (pack quantity) specified. Orders for other quantities will be adjusted accordingly.

5.4 Illustrations, photographs and descriptions in catalogues, brochures, price lists or other documents issued by the Seller are a guide only and are not binding on the Seller.

5.5 The Seller may make any change to the specification of the Goods that is needed to meet any applicable safety, statutory or regulatory requirement or, where the Goods are supplied to the Seller's specification, that does not materially affect their quality or performance.

5.6 The Buyer may not cancel an order once the Seller has accepted it, except with the Seller's written agreement and on terms that the Buyer indemnifies 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 the Seller incurs as a result of the cancellation.

6. PRICE

6.1 The price of the Goods is the price in the Seller's published price list current on the date the Seller accepts the Buyer's order, or any other price agreed in writing between the Seller and the Buyer.

6.2 Where the Seller has quoted a price other than its published list price, the quoted price is valid for 3 days only, or for any other period the Seller specifies.

6.3 The Seller may, by giving notice to the Buyer at any time before delivery, increase the price of the Goods to reflect any increase in its costs caused by:

6.3.1 any factor beyond the Seller's control, including foreign exchange fluctuations, currency regulation or changes in duties;

6.3.2 any change to delivery dates, quantities or specifications requested by the Buyer; or

6.3.3 any delay caused by the Buyer's instructions, or by the Buyer's failure to give the Seller adequate information or instructions.

6.4 The Buyer will not offer the Goods for resale in any country (other than a member state of the European Union or EFTA) that the Seller notifies to the Buyer at or before the time the order is placed, and will not sell the Goods to anyone it knows or has reason to believe intends to resell them in any such country.

6.5 The price excludes value added tax and any other sales taxes, excise duties or similar levies imposed by any competent fiscal authority on the Goods. The Buyer will pay these to the Seller in addition to the price.

6.6 Pallets and returnable containers are charged to the Buyer in addition to the price of the Goods. The Seller will credit the Buyer in full for any that are returned undamaged to the Seller at the Buyer's expense.

7. PAYMENT

7.1 Unless otherwise agreed in writing, the Seller will invoice the Buyer for the net sum due for the Goods on or at any time after dispatch.

7.2 Invoices are based on the quantity, condition and weight of the Goods as established by the Seller when the Goods leave the Seller's premises.

7.3 The Buyer will pay for the Goods by the payment date stated in the Contract or, if none is stated, within 30 days of the invoice date. This applies even if delivery has not yet taken place or ownership of the Goods has not yet passed to the Buyer. Time for payment is of the essence of the Contract. Receipts are issued only on request.

7.4 All payments must be made to the Seller in the currency of the Contract price, to the account or office shown on the Seller's acceptance or invoice, without any deduction, credit or set-off.

7.5 The Seller is not obliged to accept orders from any buyer who has not provided references satisfactory to the Seller.

7.6 If at any time the Seller is not satisfied with the Buyer's creditworthiness, it may give the Buyer written notice that no further credit will be allowed. The Buyer must then provide security deposits for Goods already shipped, further Goods will be delivered only against cash payment, and, regardless of any payment terms in the Contract, all amounts owed by the Buyer to the Seller become immediately payable in cash.

8. DELIVERY

8.1 Delivery takes place, and risk in the Goods passes, in accordance with the Incoterm agreed for the Contract. Where no Incoterm applies, delivery takes place:

8.1.1 when the Seller tenders the bill of lading or other appropriate shipping documents;

8.1.2 when the Seller delivers the Goods to the place specified in the Buyer's order or the Seller's acceptance; or

8.1.3 if no place of delivery is specified, when the Buyer collects the Goods from the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection.

8.2 Goods sent by post are delivered when they are accepted by the postal service in the United Kingdom.

8.3 Unless otherwise agreed in writing, the Seller will arrange shipment and insurance of Goods sold FOB or FAS on the Buyer's behalf, and the Buyer will pay all charges.

8.4 The Seller will try to comply with the Buyer's shipping instructions but may make part shipments, and may ship by carriers or vessels of its choice from any port in the United Kingdom or elsewhere.

8.5 Where the Buyer is to provide a vessel for shipment, the Seller is not responsible for any charges arising from the Buyer's failure to give due notice of the vessel's time of arrival.

8.6 The Delivery Date is approximate only, and time for delivery is not of the essence unless the Seller has previously agreed otherwise in writing. The Seller may deliver the Goods before the Delivery Date on giving the Buyer reasonable

notice. The Seller has no liability for delivery after the Delivery Date.

8.7 Where the Goods are delivered in bulk measured by weight, the Seller may deliver up to ten per cent more or less than the quantity ordered without any adjustment to the price, and the quantity delivered is treated as the quantity ordered.

8.8 Where the Goods are delivered in instalments, each delivery is a separate contract. Any failure by the Seller to deliver one or more instalments, or any claim by the Buyer about one or more instalments, does not entitle the Buyer to treat the Contract as a whole as repudiated.

8.9 If the Buyer fails to take delivery of the Goods or any part of them on the Delivery Date, or fails to provide any instructions, documents, licences, consents or authorisations needed for delivery on that date, the Seller may, on giving written notice to the Buyer, store the Goods or arrange for their storage. In that case, despite clause 10.1, risk in the Goods passes to the Buyer, delivery is treated as having taken place, and the Buyer will pay the Seller all resulting costs and expenses, including storage and insurance.

8.10 The Seller is not liable for any costs incurred after delivery is treated as having taken place.

8.11 Where the price includes freight, handling, port or insurance charges, any increase in those charges, or in the rates for them, that arises (a) after the date of the Contract and before delivery, (b) from a change of port or airport (whether necessary or at the Buyer's request), or (c) from any delay however caused, is for the Buyer's account, at the Seller's absolute discretion. Port surcharges and other incidental charges not included in the freight rate are for the Buyer's account.

8.12 Import or customs duties, and any other official taxes or charges arising from or needed for delivery of the Goods, are for the Buyer's account. The Buyer will reimburse the Seller immediately for any such amounts the Seller has to pay.

8.13 The Seller is not liable to the Buyer, and is not in breach of the Contract, for any delay in or failure to perform any of its obligations if the delay or failure is caused by anything beyond its reasonable control. The following are treated as beyond the Seller's reasonable control:

8.13.1 act of God, explosion, flood, storm, fire or accident;

8.13.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

8.13.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any governmental, parliamentary or local authority;

8.13.4 import or export regulations, sanctions or embargoes;

8.13.5 strikes, lock-outs or other industrial action or trade disputes (whether involving the Seller's employees or those of a third party);

8.13.6 difficulty obtaining raw materials, labour, fuel, parts or machinery; or

8.13.7 power failure or breakdown of machinery.

9. INSURANCE

9.1 Unless otherwise expressly agreed in writing, Goods sold CIF are insured from the time they leave the warehouse or place of storage at the start of transit, throughout the ordinary course of transit, until whichever of the following happens first:

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

9.1.2 delivery to any other warehouse or place of storage, before or at the destination named in the Buyer's order or the Seller's acknowledgement, that the Buyer chooses to use either for storage other than in the ordinary course of transit, or for allocation or distribution; or

9.1.3 the end of 60 days after completion of discharge overside of the Goods from the overseas vessel at the final port of discharge, or the end of 30 days after they are unloaded from an aircraft at the final place of discharge.

9.2 Insurance on Goods sold CIF is arranged by the Seller on behalf of and in the name of the Buyer, for the CIF value of the Goods plus ten per cent (or any other percentage agreed in writing), against all marine, marine war and other marine risks (or air, air war and other air risks where appropriate). All special risks in carrying the Goods are for the Buyer's account. Claims are payable abroad and must be made by the Buyer to the overseas agent of the Seller's insurers.

9.3 All costs of insurance arranged at the Buyer's request on Goods sold other than CIF are for the Buyer's account.

10. RISK AND OWNERSHIP

10.1 Risk of damage to or loss of the Goods passes to the Buyer in accordance with the relevant Incoterm or, where no Incoterm applies:

10.1.1 for Goods to be collected from the Seller's premises, when the Seller notifies the Buyer that the Goods are available for collection; or

10.1.2 for Goods to be delivered elsewhere, at the time of delivery or, if the Buyer wrongfully fails to take delivery, when the Seller tenders delivery.

10.2 Despite delivery and the passing of risk, or any other provision of these Conditions, ownership of the Goods does not pass to the Buyer until the Seller has received payment in full, in cash or cleared funds, for the Goods and for all other goods the Seller has agreed to sell to the Buyer for which payment is then due.

10.3 The Buyer may not pledge or charge by way of security any Goods that remain the property of the Seller. If it does, all money owed by the Buyer to the Seller becomes immediately due and payable, without prejudice to any other right or remedy of the Seller.

11. WARRANTIES AND LIABILITY

11.1 Subject to the conditions below, the Seller warrants that the Goods will correspond with their specification at the time of delivery and will be of satisfactory quality.

11.2 The Buyer is responsible for arranging testing and inspection of the Goods at the Seller's premises before shipment. The Seller has no liability for any claim made after shipment for a defect that would have been apparent on inspection, or for any damage during transit.

11.3 The Seller has no liability for any defect arising from fair wear and tear, wilful damage, negligence, abnormal conditions of storage, handling or use, failure to follow the Seller's instructions (oral or written), misuse or alteration of the Goods without the Seller's approval, or any other act or omission of the Buyer, its employees or agents or any third party.

11.4 The mixing and use of the Goods are beyond the Seller's control. Accordingly, all conditions and warranties, statutory or otherwise, as to the fitness of the Goods for any particular purpose are excluded.

11.5 Except as expressly set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by law.

11.6 No Goods may be returned to the Seller without the Seller's prior written agreement. Subject to that, where the Seller is satisfied that returned Goods had defects of quality or condition that would not have been apparent on inspection, the Seller may at its sole discretion replace them free of charge or refund or credit the Buyer with their price, and will then have no further liability to the Buyer.

11.7 Except as expressly set out in these Conditions, the Seller is not liable to the Buyer, whether by reason of any representation, implied warranty, condition or other term, any duty at common law or under statute, or the express terms of the Contract, for any direct or consequential loss or damage (including loss of profit and indirect or special loss), costs, expenses or other claims for compensation, however caused (including by the negligence of the Seller, its employees or agents), arising out of or in connection with the supply of the Goods or their use or resale by the Buyer.

11.8 Except where instructions on the use or sale of the Goods are included in their packaging or labelling, the Buyer will ensure that any use or sale of the Goods complies with all applicable statutory and regulatory requirements, and that the Goods are stored and handled in accordance with directions given by the Seller or any competent governmental or regulatory authority. The Buyer will indemnify the Seller against any liability, loss or damage the Seller suffers as a result of the Buyer's failure to comply with this clause.

11.9 Nothing in these Conditions limits or excludes the Seller's liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot be limited or excluded by law.

12. BUYER'S DEFAULT

12.1 If the Buyer fails to make any payment when due then, without prejudice to any other right or remedy, the Seller may:

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

12.1.2 apply any payment made by the Buyer to such of the Goods (or goods supplied under any other contract between the Buyer and the Seller) as the Seller sees fit, regardless of any allocation made by the Buyer;

12.1.3 charge the Buyer interest on the unpaid amount (both before and after any judgment) at 8% per year above the base rate of NatWest Bank Plc (or any other bank the Seller notifies) from time to time, until payment is made in full, with part of a month counted as a full month; and

12.1.4 where the price is payable in a currency other than pounds sterling, charge the Buyer for any reduction in the sterling amount the Seller receives on conversion caused by changes in the exchange rate between the due date and the date of actual payment.

12.2 This clause applies if:

12.2.1 the Buyer fails to perform or observe any of its obligations under the Contract or is otherwise in breach of it;

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

12.2.3 an encumbrancer takes possession of, or a receiver is appointed over, any of the Buyer's property or assets;

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

12.2.5 the Seller reasonably apprehends that any of the events above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

12.3 If clause 12.2 applies then, without prejudice to any other right or remedy, the Seller may cancel the Contract or suspend any further deliveries under it without any liability to the Buyer. If Goods have been delivered but not paid for, the price becomes immediately due and payable, despite any previous agreement or arrangement to the contrary.

13. CONFIDENTIALITY AND USE OF THE SELLER'S NAME

13.1 The Buyer undertakes to the Seller that:

13.1.1 it will keep the Contract, and all information it obtains about the business and products of the Seller, confidential, and will not use or disclose that information to any third party without the Seller's prior written consent, except for information that is in the public domain other than through the Buyer's default;

13.1.2 it will not use, or authorise or allow anyone else to use, any name, trade mark, house mark, emblem or symbol that the Seller owns or is licensed to use, on any premises, stationery, business cards, advertisements or other printed matter or in any other way, unless the Seller (and, where appropriate, its licensor) has authorised that use in writing in advance; and

13.1.3 it will use all reasonable endeavours to ensure that its employees and agents comply with this clause.

13.2 This clause continues to apply after the Contract ends.

14. GENERAL

14.1 When placing an order, the Buyer must tell the Seller in writing of any special legal, administrative or regulatory requirements in the territory where the Buyer will import, use or sell the Goods, relating to their composition, labelling, distribution or sale. The Buyer must tell the Seller immediately of any change to those requirements.

14.2 The Buyer is responsible for complying with all legislation and regulations governing the import of the Goods into the country of destination, and for paying any duties on them.

14.3 The Buyer may not assign the benefit of the Contract without the Seller's written consent.

14.4 Any notice under these Conditions must be in writing and addressed to the other party at its registered office or principal place of business, or at any other address (including an email address) that party has notified for this purpose. A notice sent by email is treated as received on the next Business Day after it is sent.

14.5 No waiver by the Seller of any breach of the Contract by the Buyer is a waiver of any later breach of the same or any other provision.

14.6 If any competent authority finds any provision of these Conditions invalid or unenforceable, in whole or in part, the validity of the other provisions, and of the rest of the provision concerned, is not affected.

15. NOTIFICATION OF NON-COMPLIANT GOODS

15.1 The Buyer must inspect all Goods on delivery. Any claim for non-compliance, defects, shortages or discrepancies must be notified to the Seller in writing within **15 days** of the delivery date.

15.2 If the Seller receives no notification within this 15-day period, the Goods are treated as accepted by the Buyer as fully compliant with the order, and the Seller has no further liability for them.

15.3 On receiving a valid claim within this period, the Seller will, at its discretion, either:

- arrange for the return of the non-compliant Goods and supply a replacement; or
- provide an appropriate credit or refund.

15.4 Returned Goods must be in their original packaging and condition, unless otherwise agreed. Goods damaged through mishandling, misuse, or storage outside the recommended conditions are not eligible for return or replacement.

15.5 The Seller is not liable for any indirect, incidental or consequential loss or damage arising from the supply of non-compliant Goods beyond the remedies set out above.

16. GOVERNING LAW

16.1 The Contract is governed by the laws of England and Wales.

16.2 The United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) does not apply unless the parties expressly agree otherwise in writing.

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