

GENERAL CONDITIONS OF PURCHASE of BLACK COUNTRY METALS LTD.

1. General

- 1.1. "BCM" shall mean Black Country Metals Ltd. "Seller" shall mean the other party to a contract of purchase.
- 1.2. "Purchase Confirmation" shall mean the document in which BCM confirms the purchase of Goods and the conditions of such purchase and which constitutes the contract of purchase.
- 1.3. "Document Instructions" shall mean the document in which BCM confirms destination port and authorities for the vessel, as well as details of all required documentation (see Section 1.4)
- 1.4. "Goods" shall mean the products and/or services with related documents as described in the Purchase Confirmation of BCM. The **related documents** are '1/3 clean original Bill of Lading on-board the vessel, 2/3 original and 3/3 copies of on-board Bill of Lading sent to destination(s) specified by BCM in Document Instructions, a signed commercial invoice and all other documents as defined in the Document Instructions.
- 1.5. These General conditions of purchase shall apply to the seller's offers to BCM and all contracts whether oral or in writing, unless the Purchase Confirmation clearly states differently, and also when no purchase confirmation has been sent or received.
- 1.6. General Conditions of the seller are explicitly rejected.
- 1.7. "General Conditions of Purchase" shall mean these conditions. Changes of, amendments to or erasures in the General Conditions of Purchase shall only be valid when such has been explicitly agreed in writing between the parties.
- 1.8. Where it would be decided that an agreement has come into force without a Purchase Confirmation having been sent or received, the word Purchase Confirmation hereinafter shall have to be read as "agreement".

2. Offers and Contracts

- 2.1. An agreement will only come into force by the signing of a Purchase Confirmation by BCM
- 2.2. Agreements will be entered into under the suspensive and dissolving condition that BCM will obtain all relevant import licences and documentation.
- 2.3. BCM may, after conclusion of an agreement, make changes in quantity, delivery schedule or place of delivery, to which changes the Seller shall comply unless in all reasonableness this cannot be required from the Seller. BCM reserve the right, in such case, to adjust the purchase price equitably and proportionally

3. Assignment to third parties

- 3.1. The agreement or part thereof cannot be assigned or transferred by the Seller to a third party without written agreement of BCM.
- 3.2. Agreement by BCM to assignment or transfer as aforementioned does not release the Seller of its duties, responsibilities and liability.

4. Delivery and Transport

- 4.1. Delivery will be as per Purchase Confirmation made by BCM, as per Incoterms, latest version, duties paid.
- 4.2. The Goods will remain at the risk of the Seller until the vessel has completed loading and left the port of origin.
- 4.3. Time of Delivery shall mean the time within which performance must be concluded, as stipulated in the Purchase Confirmation. The time of delivery is of the essence and will be considered as a strict and fixed deadline.
- 4.4. In case of exceeding the time of delivery, BCM shall be entitled to rescind the agreement and/or to claim damages.
- 4.5. Working hours for loading and discharging vessels, including any demurrage time, will be those specified by the ship owners, and will not be open to any challenge by the seller, unless prior agreement is reached with BCM.
- 4.6. Unless otherwise stated in the Purchase Confirmation, all costs for transportation to the place of delivery, all costs of customs clearance and all costs until end of discharge will be for the account of the seller.
- 4.7. The documents mentioned under clause 1.3 shall be in the possession of BCM 72 hours prior to arrival of the Goods.
- 4.8. Unless the reason for not taking timely delivery was a force majeure event or is within the sphere of risk of the Seller, BCM shall pay to the Seller the costs that the Seller reasonably incurred

5. Quality and quantity

- 5.1. Prior to dispatching the same, the Seller shall inspect and/or test the Goods in conformity with the specification in the Purchase Confirmation. The Seller shall be responsible for the production of a radioactive-free certificate, an SGS survey of quality and a draft survey. BCM shall be entitled but not obliged to attend such inspection or tests.
- 5.2. The Seller represents and warrants that the Goods:
 - shall be delivered in full and unencumbered ownership;
 - shall be in accordance with the agreed quantity, dimensions, quality and description in the Purchase Confirmation;
 - shall, in all respects, be in conformity with possible samples and with the reported specifications;
 - shall be free of all defects, radioactivity, asbestos and all other pollution and dangerous substances and shall be fit for the purpose for which the Goods have been sold; it being understood and consented to by the Seller that BCM must notify the pertinent authorities of any such defects, radioactivity, asbestos and other dangerous substances immediately, and that any and all costs, dues, penalties and other amounts incurred by BCM associated with the detection, safeguarding, storing, return shipment, remediation or disposal of the contaminated Goods to the Seller shall be for the account of the Seller;
 - shall conform to legal requirements and other national and/or European governmental regulations.
- 5.3. The Goods shall be weighed and tested on radioactivity and asbestos after arrival at specified destination. After discharge the Goods shall be inspected on conformity with the Purchase Confirmation and on absence of (other) defects, pollution and dangerous substances by an independent surveyor appointed by BCM.
- 5.4. Not carrying out inspections on behalf of BCM, and inspections and test results which later on appear to be incorrect, shall not mean any waiver by BCM of any of its rights.
- 5.5. Notwithstanding the mandatory notification of the authorities as per Section 5.2, in case BCM establishes non-conformity of the Goods, BCM shall as soon as possible inform the seller thereof, and will invite the Seller by email or fax, sent to the Seller's office, for a joint inspection. In case the seller does not respond within 1 working day, BCM will appoint an independent surveyor, whose findings shall be binding in respect of quality and quantity and otherwise, the (non) conformity of the Goods with the Purchase Confirmation. The costs of such an inspection shall be for account of the Seller. After receipt of the independent surveyor's findings BCM may process the Goods as per its sole discretion.
- 5.6. In case the Goods do not comply with the Purchase Confirmation, BCM shall have the option of putting the Seller on notice to comply with its obligation within a certain period of time, or to rescind the agreement and to instruct the carrier/forwarder who delivered the Goods or another carrier/forwarder to return the Goods to the Seller for risk and account of the Seller, or to retain the Goods as security for payment by the Seller of the damage that BCM suffers or may suffer as a consequence of the non-compliance with the Purchase Confirmation, or to keep the agreement in place and adjust the payment for damages and/or the price.
- 5.7. In case the Seller has delivered Goods which do not comply with the Purchase Confirmation, BCM shall be entitled to annul possible future deliveries, whether under the same Purchase Confirmation or under separate Purchase Confirmations, without carrying any liability for damages.

6. Packing

- 6.1. In line with European Union regulations and prior to packing and loading, the Seller shall ensure that the Goods, by using adequate detection equipment, are physically checked against radioactivity, asbestos and all other dangerous substances, in accordance with Section 5.1.
- 6.2. In case different Goods and/or qualities are to be loaded by the Seller into one truck, trailer, container or ship, then the individual Goods and/or qualities must be packed and marked separately.
- 6.3. The Seller has the obligation to send a pre-advice to BCM specifying the exact loading details of the Goods. Such pre-advice shall detail the location and type of material of each delivery against the Purchase Confirmation.
- 6.4. In case the pre-advice and specification has not been received by BCM and/or in case the type and quantities of the Goods are different from the Purchase Confirmation and/or the Goods are not packed and marked according to clause 6.2, BCM shall be entitled to charge for the additional costs of unpacking, sorting and analysis and any other of further costs that BCM incurs as a consequence.

7. Prices

- 7.1. All prices are, in as far as applicable or unless stated otherwise in the Purchase Confirmation, inclusive of import duties and value added tax.
- 7.2. All prices are fixed, unless stated otherwise in the Purchase Confirmation. Changes in duties and taxes as well as changes in factory and/or importer's prices and rate of exchange and/or other costs price-raising elements cannot be claimed by the Seller.

8. Invoicing and payment

- 8.1. Invoices must be sent in twofold and must be accompanied with the required documents and certificates in as far as they have not yet been handed over before or during delivery. For further details, reference is made to Section 1.3 for documents required. Not correctly filled-in documents or non-completed documentation may lead to the return of the invoice and a subsequent delay in payment without prejudice to BCM's other rights in such case.
- 8.2. BCM operates a credit note system, whereby the final weight, analysis and final value of the Goods is calculated. In case of differences between Seller's invoice and BCM's credit note, the latter shall prevail at all times.
- 8.3. Payment shall only be due after it has been established that the Goods are in strict conformity with what has been agreed, both in respect of quantity and in respect of quality. Payment shall be made as per the Purchase agreement.
- 8.4. BCM shall be entitled to withhold payment in the Goods do not strictly conform to the Purchase Confirmation.
- 8.5. BCM shall be entitled to set-off payment with everything it has to claim from whatever cause the Seller, or, in as far as non-due claims of BCM are concerned, shall be entitled to suspend the payment. In such cases the Seller shall not be entitled to suspend its obligations and/or to rescind the agreement, nor to take any conservatory measure or measure of recovery.
- 8.6. In case the financial situation or reputation of the Seller at any time gives rise thereto, the Seller shall at first request of BCM put up security for the due fulfilment of its obligations as against BCM in the form as to be advised by BCM. In case no such security is put up BCM shall be entitled to rescind the agreement one-sidedly without being held to pay any damages. BCM shall always have such rights in case of (application for) bankruptcy or suspension of payment of the Seller or arrest of assets of the Seller.

9. Liability

- 9.1. The Seller shall be liable for all damages and costs (including demurrage, detention, penalties or other costs, however mentioned), which arise by, or as a consequence of the delivery due to incorrect, incomplete or untimely delivery of the Goods or any other non-compliance of its obligations as set out in the Purchase Confirmation, these General Conditions of Purchase or any other obligation resting upon the Seller. Incorrect delivery of the Goods will include delivery of Goods, which do not strictly conform to the Purchase Confirmation as stipulated in Section 5.2.
- 9.2. The Seller shall be liable for all damages as afore described which may occur from or as a consequence of acts or negligence of the Seller itself, its personnel or subcontractors, also including personnel of BCM which acts as per instructions of the Seller, its personnel or subcontractors.
- 9.3. The liability of the Seller shall include, but not be limited to, damage to (goods of) third parties, consequential damages and other indirect damages which BCM or others may suffer, including all costs and damages incurred as a consequence of pollution such as but not limited to radioactivity, asbestos, chemical pollution or toxic or explosive properties or any other dangerous substances found in the Goods.
- 9.4. The Seller shall indemnify and hold BCM harmless from and against all claims of third parties, inclusive of directors and employees and subcontractors of BCM, in connection with non-conformity of the Goods

10. Disputes and applicable law

- 10.1. All claims against BCM shall, with the exclusion of normal courts, be decided by arbitration in conformity with the rules of Transport and Maritime Arbitration Rotterdam Amsterdam. Disputes solely in respect of quantity or quality will, by way of binding advice, be decided by one person to be appointed by the parties jointly and failing agreement within one week after notice of one party to the other, to be appointed by the parties jointly and failing agreement within one week after notice of one party to the other, to be appointed by the President of the District Court of Rotterdam. Place of arbitration shall be Rotterdam. Language of the arbitration proceedings shall be English.
- 10.2. The jurisdiction of the President of the District Court in injunctive relief proceedings shall not be affected by this provision
- 10.3. English law will solely govern these General Purchase Conditions and the agreements between the parties. Applicability of the Vienna Convention on the international Sale of Goods shall be excluded.