

## William Rowland Americas LP - TERMS OF SALE

1. These Terms of Sale, together with the express terms of seller's Contract, are the only terms and conditions on which William Rowland Americas LP ('seller') agrees to sell the goods subject of the Contract to buyer as named in the Contract, all other terms and conditions including any proposed by buyer being excluded. In case of any conflict between the express terms of seller's Contract and these Terms of Sale, the former shall prevail. These Terms of Sale form part of and are incorporated in seller's Contract by reference to them in seller's Contract (whether overleaf or in seller's separate sale Contract document) and also apply by course of dealing if buyer has bought or agreed to buy other goods subject to these Terms of Sale.
2. The seller may effect the delivery in more than one parcel or instalment, each parcel or instalment being the subject of a separate contract on these terms. Delivery terms defined in Incoterms 2020 shall have the same meaning in this contract unless expressly stated otherwise.
3. Time of payment of the price and time of taking delivery shall be of the essence.
4. If the buyer fails to pay the seller the price (or any part of it) when due or fails to perform on time any other of buyer's obligations to the seller under this or any other contract with the seller, the seller may (in its discretion) by notice to the buyer, defer any further deliveries of all, some or any goods or documents under this or any other contracts with the buyer until full payment has been made and performance of any outstanding obligations given, and/or not withstanding any credit period require immediate payment of the full price for any goods or documents already delivered (but not yet paid for) or which are to be delivered, and /or terminate this contract and sell any undelivered goods when and on such terms as the seller deems fit, the buyer being liable for any loss on such resale and any currency and/or hedge loss suffered by the seller. These rights are in addition to any other rights of the seller including the right to claim damages and statutory interest on the price if unpaid or overdue.
5. The seller warrants to the buyer that, at the time of delivery, the goods will (allowing for usual tolerances) comply with their description set out overleaf. The seller gives no other warranty as regards the quality, description or fitness for purpose of the goods. All implied warranties and conditions concerning the goods are to the fullest extent permitted by law excluded. The seller's liability under this contract (including the foregoing warranty) shall cease 30 days from delivery (or in the case of non-delivery, the date when delivery should have first occurred) except for bona fide claims notified in writing to the seller prior to that time. The seller's aggregate liability under this contract shall not exceed the purchase price. This contract does not limit or exclude the seller's liability for personal injury, death or fraudulent misrepresentation. The seller shall not be liable to the buyer for indirect or consequential loss or damage or loss of profit, whether or not advised of the likelihood of the same.
6. All property in the goods shall remain vested in the seller (notwithstanding delivery or passing of risk) until receipt by the seller of the full price for all the goods and all other money payable by the buyer to the seller on any other account, whether under this or any other contract. Until full property in the goods passes to the buyer, the buyer shall hold the goods on a fiduciary basis as the seller's bailee and store the goods so they are separately identifiable from any other goods (whether or not supplied by the seller) without any charge to the seller. Without limitation to the seller's right to claim the price, if the buyer fails to pay on time any sum due to the seller under this or any other contract with the buyer, the seller may at any time on demand require the buyer to deliver the goods up to the seller, and the seller may repossess and resell the goods. The seller's representatives may enter the buyer's premises and/or any other location where the goods are situated at any time without prior notice to enable the seller to exercise its rights under this clause. The buyer may use and/or sell the goods in the normal course of business and pass good title in the goods to its customers buying in good faith without notice of the seller's rights, this right ceasing automatically if any sum owed to the seller by the buyer is not paid when due.
7. The buyer may not assign, subcontract or transfer the contract or any part of it. No third party shall have the benefit of, or the right to enforce, the contract.
8. The seller may suspend the contract in whole or in part (without liability to the buyer) if prevented from or delayed in performing its obligations under the contract due to any circumstances beyond the seller's reasonable control ("force majeure") including, without limitation, acts of God, flood, lightning, war, revolution, acts of terrorism, riot or civil commotion, strikes, lock outs or other industrial action (whether of the seller's employees or others), governmental or parliamentary restrictions or regulations, failure of supplies of power, fuel, raw materials, transport and equipment. If the force majeure continues for more than 90 days, the seller may give notice in writing to the buyer terminating the contract, but such shall not relieve the buyer of its obligation to pay for goods or documents already delivered.
9. The seller may also exercise its default rights under paragraph 4 if the buyer ceases business or is subject to any voluntary or involuntary bankruptcy winding up or insolvency step or proceeding or seeks court or legal protection from its creditors or a receiver administrator or other encumbrancer is appointed to or obtains all or substantial part of its assets or if the buyer sells or disposes of all or a substantial part of its operating assets or undertaking.
10. The seller may set off and apply any sums due from the buyer to the seller on any account in or toward payment of any liability or sums due from the seller to the buyer under this or any other contract.
11. Any dispute arising out of or in connection with the contract whether as to its existence, validity or termination or otherwise shall be referred to and finally resolved by arbitration under the Arbitration Regulations of the London Metal Exchange which are incorporated by such reference into this condition. The governing law of the contract shall be the substantive law of England. The United Nations (Vienna) Convention on the International Sale of Goods shall not apply to this contract.