

**STANDARD CONDITIONS OF PURCHASE FOR RECYCLING CONTRACTS
CATALYST RECYCLING LTD**

1. GENERAL

- a) The Buyer means Catalyst Recycling Ltd (also referred to as the Company) and the Seller means any person firm or company which supplies Goods to the Buyer for recycling.
- b) The stipulated destination may be any place and condition of loading described on the Buyer's contract.
- c) These terms and conditions including those set out overleaf and any special terms and conditions agreed in writing by the Buyer ("the Conditions") shall apply to the contracts for the supply of goods to the Buyer by the Seller to the exclusion of all other terms and conditions including any terms and conditions which the seller may purport to apply under any sales order confirmation of order delivery form or similar document.
- d) Dispatch of the Goods by the Seller to the Buyer or collection of goods by the Buyer from the Seller shall be deemed conclusive evidence of the Seller's acceptance of the Conditions.
- e) Any variation of the Conditions shall be inapplicable unless previously agreed in writing by the Buyer.
- f) The masculine gender shall include the feminine and neuter and the singular number shall include the plural and vice versa.

2. PRICES AND PAYMENTS

- a) The basis price shown overleaf shall be fixed for the duration of the contract and shall be inclusive of the charges for packing shipping carriage insurance and delivery of the goods to the Buyer's stipulated destination and any duties imposed levies or charges other than VAT. The basis price shall be used by the Company for determining the price payable for the Goods which have been supplied provided that they conform in all respects with the contract. Provided that if the contract provides for different grades and/or types of raw materials to be included in the same delivery or if, contrary to the contract, the grade of the Goods included in the delivery is not uniform the Company after it has graded the Goods shall determine the price payable or fee chargeable for them by reference to the basis price and the grade and/or type of raw material actually supplied.
- b) The price is exclusive of VAT which shall be due at the rate ruling at the tax point of the invoice.
- c) Unless otherwise stipulated in writing by the Buyer payment of the Goods will be made within thirty days from the date of receipt of invoice for the Goods.
- d) Goods valued by the Buyer according to analysis and any other variable stipulated in the contract will have that value advised to the Seller by way of out-turn with documented evidence which will be sent to the Seller's contract address. Goods not invoiced by the Seller within 18 months from the date of out-turn will be reduced in value to zero and no moneys will be subsequently due for them.
- e) The Buyer shall be entitled to set-off against the price (including any applicable VAT payable) any sum owed to the Buyer by the Seller whether under the terms of the contract or otherwise.
- f) All payments will be made by the Buyer without prejudice to its rights should the Goods or any part thereof not be in accordance with the requirements of the contract.
- g) Errors & Omissions Excepted.

3. SELLERS WARRANTY

The Seller warrants that the Goods shall when delivered comply with the specifications weights standards descriptions and sample quantities stated overleaf and that they will be of merchantable quality and fit for their purpose. The Seller shall satisfy itself that it understands the Buyer's requirements so as to comply with this obligation.

4. SUBSTITUTION

In the event that Goods specified by the Buyer are not likely to be available at the time required for fulfilment of the contract the Seller shall notify the Buyer in writing as soon as reasonably practicable. The Buyer shall not be under any obligation to accept substituted goods.

5. DELIVERY

- a) Delivery of the goods shall be made to the Buyer to the destination and at the delivery date stated in the contract. Time of delivery shall be the essence of the contract.
- b) Delivery in instalments shall only be permitted with the prior written consent of the Buyer.

6. PACKING

The packing and packaging of the Goods shall be in a manner which is safe and maintains the integrity of the Goods at all times. All packaging shall be considered free and non-returnable whether or not any goods are accepted by the Buyer unless otherwise agreed in writing by the Buyer. The Goods shall be marked in such a manner that the Buyer is able to identify the Goods and any part thereof and in accordance with the Buyer's instructions and any applicable regulations or requirements of the United Kingdom or European Union legislation from time to time. In addition the Seller shall supply the Buyer on delivery with all certificates and other necessary documents relating to the Goods which are required to be delivered with the Goods by National or International legislation. Without limiting the generality of the foregoing the delivery record supplied shall contain the gross and tare weights thereof.

7. OVERDELIVERY

In the event of overdelivery of Goods the Buyer shall not be obliged to accept any Goods surplus to the contract but may either :

- a) Reject the surplus goods and notify the Seller that the same and any documents of title relating thereto are available for collection such collection and all storage and insurance prior thereto to be at the Seller's cost and in which case the Buyer shall be under no obligation to pay for the Seller's Goods; or
- b) Negotiate a price for the surplus goods and accept them at the price negotiated.

8. WEIGHTS

All Goods delivered to the Buyer's stipulated destination shall be weighed at that destination or otherwise as described overleaf and those weights shall be binding and final on both parties.

9. PROPERTY

Title to and risk in the Goods shall pass to the Buyer upon delivery or collection in accordance with the contract without prejudice to any right of rejection or other right which may accrue to the Buyer or may have accrued to the Buyer under the Conditions or otherwise.

10. INSPECTION

All Goods supplied shall be subject to the Buyer's inspection provided that such an inspection shall not relieve the Seller of any liability nor shall it imply acceptance of the Goods. Any Goods which do not conform to the contract shall be subject to rejection or re-negotiation at the option of the Buyer. All rejected Goods will be held at the Seller's risk and expense until collected by or return to the Seller. Transport insurance and handling charges shall be for the Seller's account. The Buyer shall not be deemed to have accepted any part of the Goods until the Buyer has had reasonable time to inspect them following delivery or if later within a reasonable time after any latent defect in the Goods has become apparent.

11. EXPORT LICENCES

The Seller shall be responsible for obtaining all necessary export licenses permissions clearances and other consents necessary for the supply of the contracted Goods to be delivered to the stipulated destination. The Buyer shall be responsible for obtaining all necessary export licenses permissions clearances and other consents necessary for the supply of the contracted Goods to be delivered to Nickelhütte Aue GmbH.

12. TRANSFRONTIER SHIPMENT OF WASTE REGULATIONS 1994 & COUNCIL REGULATION (EEC) 259/93

- a) The Seller will, in accordance with Articles 25 & 26(2) take the waste back if the shipment has not been completed as planned or if it is effected in violation of the above Regulation.
- b) The Buyer and the Seller are mutually obliged to share with the authorities all information formulae and documents necessary to the implementation of the contract in accordance with the law.

13. HEALTH & SAFETY

- a) The Seller shall comply in all respects with the provision of the Health & Safety at Work Act 1974 and the Environmental Protection Act 1990 and all European Union regulations made thereunder which apply from time to time to the Goods.
- b) Without prejudice to any other provision of the contract, the Seller having made all reasonable enquiries warrants that none of the goods is radioactive waste which is subject to S 13 of the Radioactive Substances Act 1993. The Seller also warrants that the material is free from asbestos, PCB's., Organo-tin or any other poison or hazardous substance whose inclusion would automatically place the material supplied on the Red List of wastes as defined under the Basel Convention.

14. FORCE MAJEURE

Neither party shall be liable to the other for any default due to any circumstances beyond its control (including but not limited to industrial disputes strikes lockouts fires flood and act of government) and whose affect could not have been avoided or overcome by such party by the use of reasonable diligence or foresight provided that each party shall immediately notify the other in writing of such circumstance and shall take all reasonable steps to avoid further or consequential delay Provided further that payment may be suspended or postponed at the Buyer's option until such circumstance has ceased and Provided further that if such circumstance shall continue or is expected to continue for more than three months the Buyer shall upon written notice given to the Seller be entitled to treat the contract as terminated without liability to the Buyer.

15. INDEMNITY

The Seller shall indemnify and keep the Buyer indemnified at all times against all costs expenses and damages paid or payable by the Buyer in respect of any claim by any person (including the Buyer) for alleged or proven negligence breach of contract or liability for defective Goods on the part of the Seller its employees agents or sub-contractors arising directly or indirectly out of the performance of the contract.

16. TERMINATION

Without prejudice to its other rights and remedies and any cause of action already accrued the Buyer may terminate the contract forthwith if the Seller commits a material breach of contract and which (in the case of a breach capable of being remedied) shall not have been remedied within 7 days of a written request to remedy the same or is unable to pay its debts or, if a company, the Seller commences to be wound up (not being a members' winding up for the purpose of amalgamation or reconstruction) or carries on its business under an administrative receiver or an administrator for the benefit of its creditors or, if the Seller is an individual or firm, such individual or a partner in such firm commits an act of bankruptcy or makes a voluntary arrangement with his creditors.

17. SUB-CONTRACTING AND ASSIGNMENT

The contract is personal to the Seller and the Seller shall not assign or sub-contract all or any part of its rights or obligations under the contract without the Buyer's written consent.

18. PUBLICITY

The Seller shall not without the written consent of the Buyer advertise or make known that the Seller supplies or has supplied Goods to the Buyer.

19. WAIVER

No waiver or forbearance by the Buyer (whether express or implied) in enforcing any of its rights under the contract shall prejudice its rights to do so in future.

20. HEADINGS

All headings are for ease of reference only and shall not effect the interpretation of the Conditions.

21. LAW

- a) The contract shall be construed and performed in accordance with English and European law. The Seller and the Buyer agree to submit themselves to the non-exclusive jurisdiction of the English Courts.
- b) Variations in interpretation of relevant grading or listing under the Basel Convention or any other Environmental Legislation by the Relevant Authorities may lead to variation or suspension of this contract without penalty to Chris Cutchey Limited.

22. NOTICES

Any notice required to be served pursuant to the contract shall be in writing and served by first class post or by hand on the Seller at its registered office if a company or at its last known principle place of business if an individual or firm and on the Buyer at its registered office.