

Terms and Conditions of Sale of Hydro Aluminium UK Limited ("the Supplier")

1 Definitions

In these Conditions "Customer" means the party with whom Supplier provides the Goods and/or Services; "Agreement" means the Agreement made between the Supplier and the Customer for the supply of the Goods and/or Services which is subject to these Conditions; "Services" means any services to be performed by the Supplier either in connection with the Goods or separately and "Goods" means all or any of the goods, works, or materials (excluding dies) to be supplied by the Supplier. "Re-instatement" shall mean the cleaning or refurbishment of dies by the Supplier.

2 Application of Conditions

(a) The Agreement will be on these Conditions to the exclusion of all other terms, conditions and warranties including any terms and conditions which the Customer purports to apply under any purchase order, confirmation of order or similar document, whether or not such document is referred to in the Agreement. The signing by the Supplier of the Customer's documentation shall not imply any modification of these Conditions.

(b) Each purchase order received for Goods or Services will be deemed as acceptance by the Customer to purchase Goods or Services subject to these Conditions. The Agreement is formed when any order is accepted by the Supplier by way either of a written confirmation of order issued by the Supplier or where no such document is issued by the Supplier despatching the Goods or commencement of performance of the Services.

(c) No employee, agent or representative of the Supplier has any authority to give any representation, guarantee or warranty relating to the Goods or the Services unless such representation, guarantee or warranty is expressed in writing and signed on behalf of the Supplier by a duly authorised officer of the Supplier.

(d) Variations of these Conditions are not binding unless agreed in writing by authorised officers of each of the Supplier and the Customer.

(e) Subject to paragraph (c) above the Customer acknowledges that it has not been induced to enter into the Agreement by any representation, guarantee or warranty made by the Supplier, its employees, agents or representatives. The Supplier is not seeking to exclude its liability (if any) for fraudulent misrepresentation.

(f) Quotations are subject to withdrawal at any time before receipt of an unqualified order from the Customer and shall be deemed to be withdrawn if not so accepted within 30 days.

(g) Acceptance of delivery of the Goods or commencement of the performance of the Services will be deemed conclusive evidence of the Customer's acceptance of these Conditions.

(h) The Customer can only cancel the Agreement, or an order once it is accepted, with the Supplier's prior written consent.

3 Delivery

(a) The Supplier shall deliver the Goods to the Customer at the place stipulated and the Supplier shall be entitled to deliver the Goods in one or more instalment unless otherwise expressly agreed. If delivered in instalments, each delivery shall constitute a separate Agreement. Failure by the Supplier to deliver any one or more instalments or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Agreement as a whole as repudiated. Each separate instalment will be invoiced and paid for in accordance with these Conditions. The Services shall be performed at the Supplier's premises unless otherwise specified.

(b) Any time quoted by the Supplier for delivery of all or any of the Goods and/or performance of all or any of the Services is an estimate only and time shall not be of the essence. The Supplier shall not be liable for any failure to meet any such estimate, nor for any loss, of whatever nature, resulting directly or indirectly there from. The Supplier reserves the right to deliver all or any of the Goods and/or Services in advance of the estimated date.

(c) The Customer should inspect the Goods on delivery to the Customer. In the event of the Customer claiming there is a shortage of Goods against the quantity advised by the Supplier the Customer shall notify the Supplier of such shortage within three working days of the date of delivery. If Goods are lost, damaged or destroyed in transit the Customer should make a written claim within 10 working days of the date of despatch. The Supplier upon confirming the shortfall, loss, damage or destruction undertakes at its option either to deliver up to the Customer a sufficient quantity of the Goods to make up such a shortfall, loss or damage or to credit the Customer where applicable with the invoiced value of the undelivered Goods. The Customer shall not have the right to reject deliveries of the Goods which are more or less in excess of or lower than the quantity or weight ordered as follows:

0-500kg	+/- 30%
501-1000kg	+/- 20%
1001-3000kg	+/-10%
>3000kg	+/- 5%

(d) If the Customer fails to take delivery of the Goods or accept performance of the Services on the dates specified on the order confirmation or if the Customer has failed for fourteen days to give delivery instructions after the same have been requested by the Supplier, the Supplier may, without prejudice to its other rights and remedies, dispose of the Goods and charge the Customer with the cost of storage from the date the Goods were tendered for delivery, the cost of any additional transport and a sum equal to any loss suffered by the Supplier in any resale caused by the Customer's default.

(e) The Customer shall ensure the prompt discharge, turn-around and re-despatch of all transport vehicles and returnable receptacles, containers etc. used in delivering any consignment under the Agreement, and will indemnify the Supplier against any loss arising from

delay in such discharge, turn-around and re-despatch. All returnable containers and packing materials may be charged for. If charged for, credit may be given if they are returned in a condition satisfactory to the Supplier, to the Supplier's works, carriage paid within 30 days following delivery of the relevant Goods.

(f) Where the Customer takes delivery of extrusions in skips or stillages these skips and stillages must be returned to the Supplier within 4 weeks of delivery unless otherwise agreed with the Customer. Returned skips or stillages will be inspected by the Supplier and must be returned in a good and useable condition.

Failure to return skips or stillages within the four (4) week period will entitle the Supplier to issue a written demand for the return of skips or stillages giving 14 days in which to respond with a reasonable time plan for the return of skips or stillages or to dispute the number of stillages overdue.

Failure to respond within the fourteen (14) day period will entitle the Supplier:

- (i) to levy a charge on the Customer of the full cost of replacement shall be the market value at the time of the failure to return per skip or stillage, such sum being a reasonable pre-estimate of the Supplier's loss; and
- (ii) to enter upon the Customer's premises at any time with or without notice to recover possession of the skips and stillages
- (iii) to recover from the Customer any additional costs (including legal costs) incurred by the Supplier in recovering the skips and stillages.

4 Price and Payment

(a) The prices quoted are based on the cost of labour, materials and energy ruling at the date of the Supplier's confirmation of order or where no confirmation of order is issued on the date on which the Agreement is formed and the Supplier reserves the right to increase such prices, should the costs of labour, materials or energy change between such date and the date of delivery, by notice to the Customer.

(b) Unless otherwise expressly stated in writing, all prices are exclusive of VAT, which shall be charged where appropriate at the rate prevailing at the relevant tax point.

(c) The Supplier shall be entitled to invoice the Customer for the price of the Goods and Services on or at any time after the Supplier has tendered delivery of the Goods and payment of all charges under the Agreement shall be made in full and in cash 30 days from the date of the invoice. For the purposes of this Condition time of payment is of the essence and interest and costs will be charged on all late payments in line with the Late Payments of Commercial Debts (Interest) Act 1998, the Late Payment of Commercial Debts Regulations 2002 and the Late Payment of Commercial Debts Regulations 2013.

(d) Any period of credit afforded to the Customer pursuant to these Conditions shall immediately terminate in the event of the Supplier exercising its rights under Condition 12 hereof and all sums owing from the Customer to the Supplier shall then immediately become due and payable.

(e) The Supplier may appropriate any payment made by the Customer to such of the Goods (or the goods supplied under any other Agreement between the Supplier and the Customer) as the Supplier may think fit (notwithstanding any purported appropriation by the Customer).

(f) The Supplier shall have the right, by notifying the Customer, to suspend deliveries under the Agreement and/or under any other Agreement the Supplier may have with the Customer (even though the Customer may not be in arrears with any payment) if the Supplier considers that the amount outstanding to the account of the Customer (whether due for payment or not) has reached the limit to which the Supplier is prepared to allow credit to the Customer whether or not such limit has been notified to the Customer.

(g) If any amounts are outstanding after the due date for payment or if the Supplier reasonably believes that payments will not be made by the due date, then in addition to the Supplier's other rights under the Agreement, the Supplier may suspend deliveries or further deliveries of Goods until the outstanding amount has been received by the Supplier. Additionally, all amounts due to the Supplier under the Agreement or any other Agreement the Supplier may have with the Customer (even though amounts due under such other Agreements are not then due for payment) shall become immediately due and payable notwithstanding any other previously agreed payment terms.

5 Dies

(a) The Supplier shall produce such dies as may be required by the Customer upon receipt of an appropriate drawing or sample from the Customer. The price (if any) of producing such dies and the terms for payment will (unless otherwise varied in writing) be as stated on the confirmation of order. Title to the die will rest in and remain with the Supplier. A die print shall be supplied by the Supplier and approved by the Customer. The supply by the Supplier of a sample from the die does not deem the Agreement to be one of sale by sample for the purposes of Section 15 of the Sale of Goods Act 1979 (as amended) and the Supplier excludes Section 15 of the Sale of Goods Act 1979 (as amended).

(b) All intellectual property rights (including design right, registered designs, trademarks, patents and copyright) in or relating to the Goods (not including dies) or Services ("the Rights") shall remain the property of the Customer.

(c) Any rights in any specification, drawing, print and/or other materials supplied by the Customer shall remain with the Customer. The Customer hereby acknowledges that the Rights that it may have in and to any specification, drawing, print and/or other materials supplied to the Supplier for the purposes of the Agreement and/or any other Agreement with the Supplier, shall in no way inhibit the Supplier from developing, manufacturing and/or using similar but non-identical dies and products.

(d) The Supplier will ordinarily retain any die manufactured pursuant to an Agreement from the Customer for a period of up to 2 years from the date of the last order for goods relating to that die. However, the Supplier reserves the right to dispose of any die not in use without notice as it deems appropriate and shall not be liable to the Customer for any damages claims and/or costs of any kind whatsoever in respect of the said disposal. In addition, the Supplier reserves the right to charge a fee should the Customer request re-instatement of a die or alternatively if the Supplier deems re-instatement of a die to be necessary to complete the Customer's order. Any die that is manufactured by the Supplier is manufactured for use on the Supplier's own machinery only.

6 Specifications

(a) All descriptions and illustrations contained in the Supplier's catalogues, price lists and advertisements or otherwise communicated to the Customer are approximate only and are intended merely to present a general idea of the goods described therein, and nothing contained in any of them shall form any part of the Agreement.

(b) Notwithstanding that a sample of the Goods may have been exhibited to and inspected by the Customer, it is hereby agreed that such sample was so exhibited and inspected solely to enable the Customer to judge for himself the quality of the bulk and not so as to constitute a sale by sample. The Supplier excludes Section 15 of the Sale of Goods Act 1979 (as amended).

(c) In the event Supplier becomes aware that changes to the specification, design, materials or finishes of the Goods are required to conform with any applicable safety or other statutory or regulatory requirements, even if such changes do not materially affect the quality or performance, Seller shall inform Buyer in writing of the requirement for such changes and both parties shall mutually agree on a solution. Unless the changes are of a statutory or regulatory nature, Buyer shall provide final approval for all changes and any additional costs.

7 Title and Risk

(a) Risk in the Goods shall pass to the Customer immediately on delivery to the Customer or into custody on the Customer's behalf whichever is the sooner.

(b) Notwithstanding delivery and the passing of risk, property in and title to the Goods shall remain with the Supplier until the Supplier has received payment of the full price of (i) all Goods and/or Services the subject of the Agreement and (ii) all other goods and/or services supplied by the Supplier to the Customer under any other Agreement whatsoever.

(c) Until property in and title to the Goods passes to the Customer, the Customer shall be entitled to deal with the Goods in the ordinary course of its business provided that if the Goods are altered or any goods become attached to the Goods or if any part of the Goods is replaced such alteration attachment or replacement shall not affect the Supplier's property in and title to the Goods. Further, the Customer will keep the Goods properly stored, protected, insured and separate from all or any other Goods whether belonging to the Supplier and the Customer or any other third party and will not remove, alter, modify, or deface the Goods and/or any identification mark placed on the Goods and/or their packaging.

(d) The Customer's right to possession and power to deal with the Goods shall terminate immediately if any of the circumstances set out in Condition 12 occur or amounts due to the Supplier are not paid by their due date. In such circumstances the Customer shall place the Goods at the disposal of the Supplier and the Customer grants to the Supplier an irrevocable licence to enter at any time any premises owned or occupied by the Customer or in the Customer's possession for the purpose of repossessing and removing any Goods the ownership of which has remained vested in the Supplier. The Supplier shall not be responsible for and the Customer will indemnify the Supplier against liability for any damage occurring during such repossession and removal where such damage could not reasonably have been avoided.

(e) The Supplier will be entitled to recover payment for the Goods notwithstanding that property in and title to the Goods has not passed from the Supplier.

(f) Where the Supplier is unable to determine whether any goods are the Goods in respect of which the Customer's right to possession and power to deal has terminated, the Customer will be deemed to have sold all Goods of the kind sold by the Supplier in the order in which they were invoiced to the Customer.

8 Warranties

(a) In the event of the Customer receiving defective Goods and/or Services which do not comply with the specification the Customer shall within seven days of the date of delivery or in the case of a latent defect not later than six months from the date of delivery of the Goods notify the Supplier thereof and shall at the option of the Supplier either afford the Supplier the right of inspection of the Goods and/or Services or shall at the request of the Supplier return the goods to the Supplier for inspection.

(b) If the defect is in the opinion of the Supplier due to faulty workmanship or materials or to some other factor within its control, the Supplier shall at its option either replace the same or credit the Customer with the Agreement value of such defective Good(s) once the Supplier is in possession of the said Goods or make good by reimbursement the Agreement value attributable to the Services or by reperformance of the Services any defective workmanship in the performance of the Services.

(c) The Supplier shall not be required to replace or credit any defective Goods if (i) the Goods have been improperly used, or (ii) any instructions as to storage of the Goods have not been complied with or the Goods have been otherwise inappropriately stored, or (iii) the Goods have been manufactured in accordance with the Customer's specification and the defect arises from such specification, or (iv) the Customer has failed to notify the Supplier of any defect or latent defect within the respective periods set out in Condition 8(a) above.

(d) The Supplier does not accept responsibility for damage, destruction or loss during carriage arranged by the Customer. Where carriage is arranged by the Supplier, any damage or destruction shall be notified by the Customer to the Supplier within three working days of the date of delivery and in the event of loss within ten days of the notified date of arrival of the consignment.

(e) Except to the extent that it may be rendered void or unenforceable under any statute this Condition 8 shall apply to any Agreement made between the Customer and the Supplier to the exclusion of any term, condition, representation or warranty express or implied by statute common law or otherwise and to the exclusion of the rights of the Customer in Agreement or in tort as to the satisfactory quality workmanship or fitness for purpose of the Goods.

(f) All recommendations and advice as to methods of storing, assembling, applying or using Goods or the purpose for which Goods may be applied are given without responsibility on the part of the Supplier.

9 Liability

(a) The Supplier's aggregate liability to the Customer in Agreement tort (including without limitation negligence) and/or breach of statutory duty for any loss or damage which the Customer may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of any part of the Agreement by the Supplier its employees, agents or representatives is limited to the price which relates to the Goods or Services under the Agreement that are the subject of any claim.

(b) Subject to Condition 9(a) the Supplier shall not be liable to the Customer in Agreement tort (including without limitation negligence) and/or breach of statutory duty for any economic loss, loss of profit, loss of business, loss of goodwill, loss of revenue, loss of anticipated savings, loss of use, loss of Agreement or any other similar loss which the Customer may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of any part of the Agreement by the Supplier, its employees, agents or representatives.

(c) Nothing in these Conditions shall operate so as to exclude the Supplier's liability (if any) to the Customer in respect of death or personal injury caused by the negligence of the Supplier's its employees, agents or representatives; or for fraud or fraudulent misrepresentation; or for any other matter for which it would be illegal for the Supplier to exclude or attempt to exclude its liability.

10 Intellectual Property

(a) Subject to Condition 5(b) and in the absence of an agreement in writing to the contrary, the Supplier shall retain all rights in any patents, copyright and other intellectual property rights subsisting in any Goods, invention, drawing and/or design made or created wholly or partly by an employee or agent of the Supplier in connection with the Agreement.

(b) Where the Supplier supplies the Goods or Services in accordance with a specification, drawing and/or other documentation provided by the Customer, the Customer, by entering into the Agreement warrants that the use of any specification, drawings and/or documentation shall not cause the Supplier to infringe any patent, copyright, registered trade mark or other intellectual property right owned by a third party and the Customer shall (without prejudice to the other rights and remedies of the Supplier) fully indemnify the Supplier against all loss, damages, action, claim, demand, costs, charges, expenses and other liabilities awarded against or incurred by the Supplier as a result of or in connection with such infringement whether actual or alleged and, any other liability of any other kind to any third party including without limitation for defective Goods, personal injury or death to the extent that it arises from the specification, drawings, documentation and/or my other instruction from the Customer.

(c) The Goods are sold and the Services are performed subject to the rights of any third party whether in respect of any patent, trademark, registered design, copyright or other intellectual property rights, confidential undertaking or similar matter, and the Customer will in this respect accept such title to the Goods as the Supplier may have.

11 Data Privacy

We shall process Customer personal data in compliance with statutory provisions (GDPR, national data protection regulations) and as described in our Hydro privacy policy. The term "Personal Data" shall mean all data related to an identified or identifiable natural person. We may also use a Customer's email address for marketing purposes; the Customer may object to this at any time. Throughout the Hydro Group of companies, we have implemented Binding Corporate Rules (BCR) for the processing of personal data. For more information on the data processing principles of Hydro Group, please go to: <https://www.hydro.com/en/data-protection-in-hydro/privacy-statement/>.

12 Termination and Suspension

(a) The Supplier may immediately terminate the Agreement forthwith or suspend future deliveries if the Customer: passes a resolution or presents a petition for winding-up, bankruptcy or for the appointment of an administrator, the appointment of a receiver and/or manager or administrative receiver over the whole or any part of its undertaking and assets; makes a proposal for a voluntary arrangement within the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with or the calling of any meeting of its creditors generally (otherwise in furtherance of a scheme for amalgamation or reconstruction); the levying of execution or distress on any of its assets; the failure to pay its proper debts as and when due and anything analogous to any of the foregoing under the law of the jurisdiction where the Customer is established.

(b) Without prejudice to any other rights or remedies under the Agreement the Supplier may at its option forthwith on written notice suspend deliveries or terminate the Agreement wholly or in part and any other Agreement with the Customer in the event that the Customer does not make any payments by the date on which they become due under the Agreement or any other Agreement between the Customer and the Supplier and/or if the Customer commits any breach of any Agreement (including without limitation the Agreement) with the Supplier.

(c) If the Customer terminates the Agreement for reasons other than those provided for in Condition 12(a) which affect the Supplier or due to a material breach entitling the Supplier to terminate the Agreement the Customer shall be liable to the Supplier for any costs or charges incurred by the Supplier by reason of such termination together with all costs incurred by the Supplier up to the date thereof and any difference between the price charged and the price at which the Supplier is able to sell the Goods elsewhere and the Supplier shall have a general lien for any such sum on all and any property of the Customer in its possession including, but not limited to, any dies.

(d) In the event of a suspension of deliveries or performance (whether under this Condition or under Condition 4) the Supplier shall be entitled as a condition of resuming performance, to require pre-payment, or such security as it may deem appropriate.

13 Agreements for Services

(a) If the Agreement is for or to include Services to be performed by the Supplier the Supplier shall only be obliged to carry out Services during normal working hours and shall be entitled to charge for any overtime worked upon request by the Customer.

(b) Where Services are performed at the premises of the Customer, the Customer shall provide free of charge: (i) proper and safe storage and protection of all goods, tools, plant, equipment and materials on site; (ii) free and safe access to the site and place where the Services are to be performed; and (iii) all facilities and services necessary to enable such Services to be performed safely and expeditiously.

14 Export Terms

(a) Any term or expression which is defined in the provisions of Incoterms shall import the respective obligations of Customer and Supplier into these Conditions, but in the event of conflict these Conditions shall prevail.

(b) Where the Goods are supplied for export from the United Kingdom, the provisions of this Condition 14 shall (subject to any special terms agreed in writing between the Supplier and the Customer) apply notwithstanding any other provision of these Conditions.

(c) Unless otherwise agreed in writing between the Supplier and the Customer, where the Goods are delivered within the UK they shall be delivered CIP and the Supplier shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979 (as amended). Where the Goods are supplied for export from the United Kingdom the Supplier and the Customer shall agree the terms of delivery in writing notwithstanding any other provision of these Terms. In addition, the Customer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties on them.

(d) All taxes and duties incurred by reason of the export of the Goods from the United Kingdom shall be borne by the Supplier and all import duties, sales taxes and any other duties, taxes, levies or impositions whatever shall be borne by the Customer.

15 General

(a) No failure or delay on the part of the Supplier to exercise any of its rights under the Agreement shall operate as a waiver of nor shall any waiver by the Supplier of any breach by the Customer of any of its obligations under the Agreement affect the rights of the Supplier in the event of any further or continuing breach.

(b) Each and every obligation contained in these Conditions shall be treated as a separate obligation and shall be severally enforceable as such notwithstanding the non-enforceability of any such obligation.

(c) If any of the provisions of these Conditions shall be held to be invalid or unenforceable, such invalidity and unenforceability shall not affect the remaining provisions.

(d) The Supplier shall not be liable for any inability, whether in whole or in part to comply with its obligations under the Agreement due to a force majeure event, including but not limited to strikes, lockouts or other industrial disputes, protest, act of God, war or national emergency, act of terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, explosion, flood, storm, pandemic, epidemic or default of suppliers or sub-contractors or any other cause whatsoever beyond its reasonable control. In the case of partial inability to comply with its obligations under the Agreement, the Supplier reserves the right to supply the Customer on a pro rata basis, proportionate to supplies to the Customer and the Supplier's other customers. Time for delivery shall be extended by a period corresponding to the period of such inability provided that either party may give notice to the other cancelling deliveries which should have been made during a period of force majeure in the event that such period extends beyond 30 consecutive days. Any force majeure event or as set out in clause 15(e), shall not permit Customer to delay or cease payment.

(e) Notwithstanding anything else set out in this Agreement, in any event whereby the coronavirus known as "2019-nCoV" or "COVID-19", or any restrictions, directions or other measures to prevent or limit the spreading of COVID-19 by any government or regional or local authority, will create circumstances where any provision of the supply by Supplier or its sub-contractors:

- shall be a force majeure event in accordance with clause 15(d); or
- is impeded, made unreasonably onerous or impossible; or
- would require Supplier to take unreasonable risks to disobey recommendations, instructions or orders given by the competent authorities relating to travelling or public safety and health or general order.

Supplier shall be entitled to suspend further provision of the products.

Supplier shall notify the Customer in writing of such occurrence, reasons for the suspension and its cessation. Upon cessation of the hindrance, the parties shall adjust delivery times, payment terms and other relevant terms by amending this Agreement in writing for continuing and completing the supply.

However, when the suspension has lasted more than six (6) months, each party shall have the right to terminate the Supplier by written notice to the other party and Supplier shall be entitled to immediate payment for products already delivered to the Customer.

(f) The Agreement is personal to the Customer, who shall not assign or in any way part with the benefit without the Supplier's prior written consent.

(g) Any notice or legal process given under the Agreement shall be in writing and shall be given to the Supplier or the Customer as the case may be at their respective addresses provided by the parties or at such other address as either party may notify to the other. Any notice or process sent by post shall be deemed to have been delivered or served 24 hours after the same shall have been posted in a properly addressed pre-paid envelope and proof of posting shall be sufficient proof of service.

(h) The Agreement shall be construed and governed in all respects in accordance with English law and the parties hereby submit to the jurisdiction of the English Courts save in the case of a Customer who has no assets in the jurisdiction of the English Courts, and who is established in a country which will not enforce the judgment of the English Courts. In those circumstances, the Supplier may, if it chooses, refer any disputes arising out of the Agreement to arbitration under the Rules of Conciliation and Arbitration of the International Chamber of Commerce, such arbitration to take place in London.

(i) Nothing in these Conditions shall confer on any third party any benefit or the right to enforce any of these Conditions.