

General Conditions of Purchase

- (a) These conditions apply to each and every purchase and/or contract of purchase made by or on behalf of ELG Uica Alloys Singapore Pte Ltd (hereinafter called "the Company") except insofar as such conditions or any of them shall be excluded or varied by express written agreement between the seller and the Company made before the date of the Company's order and the specifying any exclusions or variation and signed for or on behalf of the Company by a Director or the Secretary of the Company.

(b) Except as aforesaid no one has authority on behalf of the Company to exclude or vary each or any of the contract terms including these General Conditions and the Company will not recognize or give effect to any such purported exclusion or variation.

(c) Every purchase or contract of purchase made by or on behalf of the Company shall be deemed to incorporate and be subject to these conditions and shall only be binding upon the Company if the order is placed on its official order form and signed by a person duly authorised on its behalf.

(d) The company shall not be bound by any typing or clerical errors in any document issued or sent and it will take all reasonable steps to correct such errors as and when they are discovered.
- The goods shall mean the materials specified in the Company's purchase contract and shall

(a) conform as to quantity, quality, size and description with the particulars stated in the purchase contract, and

(b) be equal in all respects to any samples provided by the Seller and to any specification given by or accepted by the Company, and

(c) if the purpose for which such goods are required is indicated in the purchase contract, either expressly or by implication, be fit for that purpose, and

(d) not contain any deleterious inclusions, and

(e) without prejudice to the generality of the foregoing if the Company's order is for turnings of any description, the goods shall not contain any solid material.
- The Seller shall, if requested by the Company, give the Company reasonable notice of any tests for compliance with the specification and the company shall be entitled to be represented thereat but this shall be without prejudice to any of the obligations on the part of the Seller under the terms of these conditions.
- (a) The goods, properly packed and secured in such a manner as to reach their destination in good condition under normal conditions of transport, shall be delivered by the Seller or, at dispatched for delivery to, the place or places and in the manner specified in the purchase contract or as subsequently agreed.

(b) The Company shall in no event be responsible for returning any packages, bags, drums or containers to the Seller or for the cost thereof.
- if for any reason the Company is unable to accept delivery of the goods at the time when the goods are due and ready for delivery the Seller shall, if his storage facilities permit, store the goods and in any event safeguard them and take all reasonable steps to prevent their deterioration until their actual delivery.
- (a) Subject to the provisions of clause 6(b) hereof the title to the goods shall pass to the Company on delivery without prejudice to any right of rejection which may accrue to the Company under these conditions.

(b) if the Seller postpones delivery at the request of the Company the title to the goods shall pass to the Company 7 days after the date of receipt of notification from the Seller that the goods are due and ready for delivery or on such latter date as may be agreed but the goods shall nevertheless remain at the Seller's risk until delivery has been completed.
- (a) If the goods or any portion thereof are not delivered within the time or times specified in the purchase contract or any extension of such time or times agreed as specified in clause 1(a) hereof, the Company shall be entitled to determine the contract in respect of the goods undelivered as aforesaid and of any other goods already delivered under the contract which cannot be effectively and commercially used by reason of the non-delivery of the goods undelivered as aforesaid.

(b) On such determination in accordance clause 7(a) hereof the Company shall be entitled:

 - (i) to return to the Seller at the Seller's risk and expense any of the goods already delivered but which cannot be effectively and commercially used as aforesaid and to recover from the Seller any monies paid by the Company in respect of such goods; and
 - (ii) at the absolute discretion of the Company either to recover from the Seller any additional expenditure reasonably incurred by the Company in obtaining other goods in replacement of those in respect of which the contract has been determined, or
 - (b) to recover from the Seller any loss suffered by the Company arising out of or as a result whether directly or indirectly of the non-delivery and/or return of the goods as aforesaid.
- (a) The Company shall have the right after delivery of any goods supplied to the Company to weigh the goods and test them for content and/or quality and as against the seller the results of such weighing and testing shall be conclusive but the Seller shall have access to certified copies of any records relating to the weighing and/or testing of such goods if he makes request in writing.

(b) Where the purchase contract or order requires that the price of the goods is to be "on valuation" or where the price of the goods is left to be calculated after weighing and/or testing by the Company, the Seller shall deliver the goods to the Company and

 - (i) weighing and/or testing shall be at the expense of the Seller and
 - (ii) the Company shall deliver to the Seller a written report specifying the quantity and description of the goods the cost of weighing and/or testing the goods and the price which the Company is prepared to pay for them and
 - (iii) if the Seller shall by notice in writing given within 7 days of the date of the Company's report not to proceed with the contract, the Seller shall become liable forthwith to pay to the Company the sum specified in the report for weighing and/or testing the goods and the Seller shall collect the goods within 14 days of the date of his notice and if he shall fail to do so within that time the Company shall have the same rights to return or sell the goods as set out in clause 9(b)(i) hereof save that the Company shall be entitled to deduct the sum specified in the report for weighing and/or testing the goods from the sale proceeds in addition to the Company's expenses of such sale and
 - (iv) if the Seller gives notice within 7 days of the date of the Company's report, the price of the goods shall be the sum or sums specified as such in its report less the sum specified in the report for weighing and/or testing the goods, and for all the purposes of these conditions and in particular but without prejudice to the generality of the foregoing for the purposes of ascertaining the date upon which the price shall be payable in respect of goods purchased under this clause 8(b) any reference in the purchase contract or in these conditions to the date of delivery shall mean a date 7 days after the date of the Company's report.
- The Company shall have the right to further inspect and test, or have inspected or tested by another, all goods supplied hereunder. If any goods delivered are not in strict conformity with the requirements of the respective purchase contract, the Company shall have the right, at its option, notwithstanding prior payment or any prior inspection or test

 - (a) to require replacement or correction of, all or part of the goods (including but not limited to, all goods if less than the specified quantity or quality is delivered and that portion of goods delivered in excess of the specified quantity),
 - (b) to reject the goods on delivery and may also by notice in writing to the Seller given within 90 days of delivery of the same, reject any goods which are found not to be strictly in accordance with the contract. If the Company shall reject the goods under clause 9(b) hereof then
 - (i) the Company shall have the option to return the goods to the Seller at the Seller's risk and expense or to require the Seller to collect them within 14 days of the Company's request,
 - (ii) the Company shall have the right to sell the goods at such price and to such persons as it in its absolute discretion shall think fit and to account to the Seller with the proceeds of such sale, less the Company's expenses incurred in connection with the sale.
- (iii) the Company shall in addition to its rights under clause 9(b)(i) hereof be entitled to recover from the Seller any loss of profit and additional expenditure including but not limited to the cost of weighing and/or testing the goods under clause 8(a) hereof consequent upon the Seller's failure to comply with his obligations.

(iv) upon the Company returning the goods to the Seller or accounting to the Seller with the proceeds of sale in accordance with clause 9(b)(ii) hereof the Company will be released from its obligations hereunder in respect of the rejected goods but may at its absolute discretion require the Seller to comply with its obligations hereunder.
- Notwithstanding the provisions of clause 9 hereof and without prejudice to any other rights it may have under the terms of these conditions the Company may in its absolute discretion

 - (a) retain any goods found not to be in accordance with the contract subject to a reduction in the contract price,
 - (b) accept a larger quantity or quality of goods as agreed, in which case the Company, at its own discretion, may adjust the purchase price proportionally,
 - (c) if the Seller fails to comply with any of his obligations under these conditions the Company shall be entitled to withhold payment of the contract price.
- The Seller, if the Company so insists, will repair or replace, free of charge, goods damaged or lost in transit but without prejudice to any other remedies of the Company.
- (a) Payment of the price shall be made in manner specified in the order or if delivery is postponed at the request of the Company as provided in clause 5 hereof as if the goods had been delivered on the date upon which property passed to the Company under clause 6(b) hereof.

(b) The expression "net monthly account" in the purchase contract shall mean payment on the last day of the month following that in which delivery is made or if delivery is made by more than one consignment that in which delivery is completed PROVIDED that if delivery is made or completed in the last 3 days of any month, it shall be deemed for the purpose of this clause to have been made or completed in the following month.
- The Seller shall insure in the joint names of the Company and Seller any materials or property sent to the Seller by the Company for any purpose in connection with the contract against any damage which may occur to it whilst in its custody.
- The Seller specifically represents and warrants the absence of radioactive radiation of the Goods.

The Seller further warrants:

 - (i) that the goods to be supplied under the Contract comply in all respects with all relevant requirements of any Statute, Statutory Rule or Order, or other instrument having the force of law which may be in force at the time when the same are supplied;
 - (ii) that the Seller will monitor the radioactivity level of all shipments that the Seller makes to or on behalf of the Company prior to shipment to the Company's facility or to such other place for delivery as agreed in writing between the parties; that the monitoring equipment thus used will be serviceable and in accordance with all manufacturer's recommendations and in accordance with all Governmental requirements; and that Seller shall use the aforesaid equipment to monitor radioactivity levels of all shipments to or on behalf of the Company in a timely and accurate manner to determine whether the radioactivity level of such shipment is above acceptable levels; that based on such monitoring no such shipment exceeds acceptable levels at the time that the shipment is made.
- Without limiting the generality of any other term or provision herein: if compliance testing by or on behalf of the Company for radioactivity levels demonstrates that the radioactivity of material supplied hereunder exceeds acceptable levels, then the Seller agrees to accept the return of such materials without further objection and shall bear the reasonable costs and expenses of the return of or further shipment or disposition of the material in accordance with law and shall indemnify the Company with regard to all costs and expenses occurring; and

(ii) the Seller agrees to cooperate fully with the Company and to indemnify the Company with regard to any claims, costs, suits, damages,
- expenses or losses, whether direct, consequential, derivative or actual, arising out of radioactivity associated or alleged to be associated or which has been associated with materials that the Seller supplies or delivers to or on behalf of the Company.
- (1) If the Seller being an individual [or, when the Seller is a firm any partner in that firm] shall at any time become bankrupt or shall have a receiving order or administration order made against him or shall make any composition or arrangement with, or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors or shall purport to do so, or if in Scotland he shall become insolvent or not a bankrupt, or any application shall be made under any Bankruptcy Act for the time being in force for sequestration of his estate, or a trust deed shall be granted by him on behalf of his creditors, or if the Seller, being a company, shall be wound up (not being a members' winding-up for the purpose of reconstruction or amalgamation) or if a receiver, or manager on behalf of a creditor, shall be appointed, or if circumstances shall arise which entitle the court or a creditor to appoint a receiver or manager, or which entitle the court to make a winding-up order, then the Company shall be at liberty either:

 - (a) to cancel the order summarily by notice in writing without compensation to the Seller, or
 - (b) to give any such receiver or liquidator or other person the option of carrying out the contract.

(2) The exercise of any rights granted to the Company under clause 16(1) hereof shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue hereafter to the Company.
- To the extent permitted by law, the Seller shall indemnify the Company in respect of all damage or injury occurring at any time to any person or any property following delivery of the goods to the Company by reason of such goods comprising, containing or being contaminated with any dangerous or injurious substances or radioactivity including but not by way of limitation, sealed cylinders, explosives, poisons and chemicals or being dangerous or unsafe in any way whatsoever and shall also indemnify the Company against any actions, suits, claims demands, costs, charges or expenses arising in connection with such goods.
- Without prejudice to the provisions of Clause 17 hereof, to the extent permitted by law, the Seller shall indemnify the Company in respect of all damage or injury occurring to any person or to any property and against all actions, suits, claims, demands, costs, charges or expenses arising in connection therewith to the extent that the same shall have been occasioned by the Seller's default in any way
- Without prejudice to the foregoing in respect of any claim or demand made by the Company against the Seller following any purchase and/or contract of purchase or in relation to any dispute under the performance of the parties' obligations hereunder, the Seller shall not be entitled to withhold delivery or "set off" any such claim or demand against any obligation whatsoever arising other than under this Contract, nor shall the Company be liable for the performance of any obligations at any time existing between any associate, subsidiary or related firm, individual or agent of the Company and the Seller and/or associate subsidiary or related firm, individual or agent of the Seller.
- This Contract shall be governed by and construed in accordance with the Laws of Singapore and any difference or dispute arising between the Company and the Seller shall be subject to the sole and exclusive jurisdiction of the Singapore Courts or at the option of the Company of the Courts of any other country where the Seller carries on business or is incorporated provided always that the Company may in its absolute discretion by notice in writing given to the Seller at any time prior to the commencement of proceedings by either party elect to have any dispute arising out of or in connection with this contract arbitrated in Singapore in accordance with the rules and regulations for the time being of the Singapore International Arbitration Centre.
- Severability Clause. If any provision of this Agreement is held to be illegal, invalid or unenforceable, that holding shall not affect the validity of the remainder of the Agreement, and the Parties shall in good faith attempt to substitute a legal, valid and enforceable provision which achieves to the nearest extent possible the same effect as would have been achieved by the illegal, invalid or unenforceable provision.