

AFGlobal UK Ltd - Standard Terms and Conditions of Purchase

JT7421 Revision 8

These terms and conditions ("Conditions") apply to all transactions for the supply of any products and/or services ordered by or to be supplied to AFGlobal UK Ltd. Registered in England & Wales No 5432011. Registered Office: The St Botolph Building, 138, Houndsditch, London, England EC3A 7AR

("Purchaser") or by or to any subsidiary or affiliate company of AFGlobal UK Ltd ('subsidiary / affiliate' having the meaning given to it by section 1159, Companies Act 2006) ("Purchaser").

Any attempted acknowledgement of this order containing terms inconsistent with or in addition to the terms of this order is not binding unless specifically accepted by the Purchaser in writing.

1. DEFINITIONS

- (a) "Contract" means the agreement between the Purchaser and the Supplier comprising the Purchase Order, any special conditions specified in the Purchase Order, these Conditions of Purchase and any other documents specified in the Purchase Order; provided that should there be any inconsistency amongst any of the documents comprising the Contract, they shall take precedence over each other in the order herein listed unless otherwise stated in the Purchase Order.
- (b) "Documentation" means specifications, designs, drawings, calculations, software and other technical and quality documentation whatsoever required under the Contract.
- (c) "Goods" means the plant, equipment, materials, packaging or services to be supplied as specified in the Purchase Order.
- (d) "Intellectual Property Rights" means patents, processes, registered and unregistered trademarks, registered and unregistered service marks, registered designs, utility models (in each case for the full period thereof), applications for any of the foregoing, inventions, confidential information, know-how, business names, trade names, brand names, copyright, design rights and get-up and similar rights, subsisting in any country.
- (e) "Place of Delivery" means the delivery point specified in the Purchase Order.
- (f) "Price" means the sum specified in or calculated in accordance with the provisions of the Purchase Order.
- (g) "Purchase Order" means the order issued by the Purchaser for the Goods on the terms and conditions contained herein.
- (h) "Purchaser" means AFGlobal UK Ltd
- (i) "Supplier" means the person, firm or corporation to whom the Purchase Order is issued.
- (j) "Works" means the works for and in connection with which the Goods are required.

2. DELIVERY

- (a) Goods and Documentation shall, subject to the provisions of Conditions 3, 4 and 11, be delivered on the date or during the period specified in the Purchase Order. Goods shall be deemed delivered after release by Purchaser after inspection and upon issue of a movement note. Documentation shall be deemed delivered after acceptance by Purchaser in Code 1 without exception.
- (b) The time of delivery of the Goods and of performance of the Services shall be of the essence of the Contract.
- (c) All Goods must be securely and properly packed by the Supplier in accordance with any instructions given by the Purchaser and delivered to the Place of Delivery. The Purchaser may refuse delivery of Goods not so delivered, or may, at its option arrange for delivery to the Place of Delivery at the expense and risk of the Supplier. Subject to Sub-Condition 2(a), the Supplier shall give the Purchaser immediate notice in writing of any delay in delivery.
- (d) Without prejudice to any of the Supplier's obligations under the Contract the Supplier shall at all times allow persons duly authorised by the Purchaser to enter upon the premises where the Goods or any part thereof is being manufactured or any work in connection therewith is being carried out and shall provide such programmes, schedules, reports and other information as the Purchaser may require to monitor the progress of the Goods and to satisfy the Purchaser that all practicable measures have been and are being taken to meet the due time of delivery.
- (e) Delivery in instalments or separate consignments shall be permitted only with the prior written consent of the Purchaser and only in accordance with the terms of such consent.
- (f) INCOTERMS 2010 shall apply to any delivery terms specified in the Purchase Order.
- (g) All Documentation required under the Contract shall be submitted electronically to Purchaser within 5 working days of delivery of Goods or upon immediate request by Purchaser.
- (h) The Purchaser shall be entitled to reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until the Purchaser has had reasonable time to inspect them at the Place of Delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent. The rejected Goods shall be returned to the Supplier at the Supplier's risk and expense. The Purchaser may require the Supplier within a reasonable time to replace the rejected Goods with Goods that are in all respects in accordance with the Contract. The Supplier shall reimburse the Purchaser for rejected Goods not replaced by the Supplier, and any additional expenditure over and above the Price reasonably incurred by the Purchaser in obtaining replacement Goods or Services. This reimbursement will include, for example, reimbursement for any free issue Goods issued to the Supplier by the Purchaser.
- (i) The Supplier shall supply the Purchaser in good time with any instructions or other information required to enable the Purchaser to accept delivery of the Goods and performance of the Services.
- (j) The Purchaser shall not be obliged to return to the Supplier any packaging or packing materials of the Goods, whether or not any Goods are accepted by the Purchaser.
- (k) Each delivery or consignment of the Goods must be accompanied by a detailed advice note stating the Order number, the date and number of the delivery schedule together with identification particulars of the Goods supplied and much be displayed prominently. The Purchaser declines any responsibility for Goods sent without an advice note.
- (l) Unless any alternative delivery tolerances are expressly stated in any Order, if the Supplier:
- delivers less than 5 per cent of the quantity of Goods ordered, the Purchaser may reject the Goods; or
 - delivers more than 5 per cent of the quantity of Goods ordered the Purchaser may at its sole discretion reject the Goods or the excess Goods, and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the Purchaser accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.

3. PURCHASER'S REMEDIES FOR LATE DELIVERY

- If the Goods or Documentation including but not limited to quality records or any part thereof are not delivered by the due date under Sub-Condition 2(a), the Purchaser may at its option, without prejudice to any other rights or remedies it may exercise one or more of the following rights:
- (a) refuse to take delivery of or reject the Goods or any part thereof as it may choose, and the Purchaser shall have no liability for the payment thereof; or
- (b) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (c) take delivery of and, subject to Sub-Condition 2(a), keep the Goods or any part thereof as it may choose and the Supplier shall pay to the Purchaser any liquidated damages specified in the Purchase Order or, if none are specified then the Purchaser may, at its option, claim or deduct 1 per cent of the price of the Purchase Order for each commencing week of delay by way of liquidated damages, up to a maximum of 5 per cent of the total Purchase Order price. .
- (d) to recover from the Supplier any costs incurred by the Purchaser in obtaining substitute goods and/or services from a third party.
- (e) where the Purchaser has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, to have such sums refunded by the Supplier; and
- (f) to claim damages for any additional costs, loss or expenses incurred by the Purchaser which are in any way attributable to the Supplier's failure to meet such dates.

4. STORAGE

If the Purchaser is not able to accept delivery of the Goods on the due date:

- (a) The Supplier shall at its own risk (but subject to reimbursement as provided in Sub-Condition 4(c)) if the Purchaser so requests store the Goods at suitable premises, advising the Purchaser beforehand of the particulars of such proposed storage;
- (b) The Supplier shall insure the Goods on all 'risks' terms acceptable to the Purchaser in the joint names of the Supplier and the Purchaser and shall notify the Purchaser of such insurance cover; and
- (c) Subject to receiving a certificate of insurance in a form acceptable to the Purchaser, the Purchaser shall reimburse the Supplier in respect of all reasonable storage charges and insurance premiums so incurred or paid.

5. WARRANTIES AND PRODUCT RECALL

- (a) All Goods (including raw materials, parts, unfinished goods and labour) shall be provided and/or made in a professional manner using all due care and skill (both with respect to workmanship and design) and first class materials and shall, on delivery to the Purchaser and until the expiry of a period of twenty four (24) months from the date of delivery or performance of the services, be of satisfactory quality, fit for the purpose for which goods of the same type are generally used, in accordance with any other requirements specified in the Purchase Order and to the satisfaction of the Purchaser. Where standards and codes of practice are referred to within the Contract the latest edition applies, unless stated otherwise.
- (b) All Goods and Services shall comply with all statutory requirements and regulations related to the sale, manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- (c) The Supplier shall satisfy itself that it understands the Purchaser's requirements in order to comply with the obligations contained in Sub-Condition 5(a) and also to prevent delay caused by any work which may be necessary to meet the Purchaser's requirements. The cost of any such work shall be borne by the Supplier.
- (d) For the purpose of satisfying the Purchaser that the obligations contained herein are being observed, the Supplier shall at all times allow persons duly authorised by the Purchaser to make and/or witness any such inspections or tests which the Purchaser may require and shall afford to the Purchaser all reasonable facilities and assistance which shall be free of cost to

the Purchaser unless specifically agreed in writing to the contrary. Any inspection, test, checking or approval by or on behalf of the Purchaser (or any failure to inspect, test, check, approve or make any complaint to the Supplier) shall in no event be construed as acceptance of any of the Goods supplied or work or services performed by the Supplier or any of its subcontractors and shall in no way relieve the Supplier from any obligation or liability under the Contract or otherwise.

(e) Each party shall comply with the reasonable instructions of the other in connection with any product recall initiated by either party or any third party in connection with the Goods.

(f) If the Supplier is found to have caused a product recall as a result of the Supplier's breach of Contract including but not limited to the delivered Goods not complying with the undertakings set out in this Contract, the Supplier shall bear the full costs of undertaking such product recall exercise, unless it is able to establish by means of written evidence that any act or default of the Purchaser has contributed to the product recall exercise in which case it will bear a fair and reasonable percentage share of such costs.

6. REJECTION

(a) If, on inspection, (whether at any time prior to, during transit or after delivery) in manufacture or use, any Goods or Documentation are found to be faulty in quality, damaged, defective, or not to comply with the Contract the Purchaser may, at its option: (i) reject the whole or any part of the Goods or Documentation in which event any payment previously made therefore shall be refunded to the Purchaser; or (ii) require the Supplier at its own cost either to replace the Goods or Documentation or to rectify any defect; or (iii) undertake or procure at the risk and expense of the Supplier the replacement of the Goods or the rectification of any defect. The twenty four (24) month period specified in Sub-Condition 5(a) shall, in respect of Goods replaced or rectified as aforesaid, be renewed from the date such replaced or rectified Goods are put into service.

(b) In addition to its remedies under Sub-Condition 6(a) the Purchaser shall be indemnified by the Supplier against all loss, damages or claims including (but without limitation) any claims by third parties arising by reason of any failure of the Goods to comply with Sub-Conditions 5(a) and (c) or any other part of the Contract whether express or implied by statute, common law, custom or otherwise or by reason of any act or omission of the Supplier, its employees, agents or subcontractors in the performance of the Contract.

7. RECTIFICATION OF DEFECTS

Where the Purchaser requires the Supplier to rectify a defect in the Goods:

- the cost of collecting the Goods from and returning them to the Purchaser shall be borne by the Supplier;
- the cost of any additional inspection or testing of the replaced or repaired Goods shall be borne by the Supplier;
- the Supplier shall pay to the Purchaser a sum equal to the cost of any additional insurance considered necessary by the Purchaser.

8. INSURANCE

- (a) During its performance of the Contract and for a period of two (2) years afterwards the Supplier shall maintain in force with reputable insurance companies adequate insurance to cover its potential liability to the Purchaser under this Contract.
- (b) On the Purchaser's written request, the Supplier shall provide the Purchaser with copies of the insurance policy certificates and details of the cover provided.
- (c) The Supplier shall ensure that any subcontractors also maintain adequate insurance having regard to the obligations under this agreement which they are contracted to fulfil.

9. DOCUMENTATION

(a) The Supplier shall, at no additional cost to the Purchaser, supply all Documentation, whether needed for information only, approval or final record, at the time, place and in the number of copies as specified in the Purchase Order, to a standard and detail as necessary to ensure the proper installation, operation, maintenance and repair of the Goods and traceability of all component parts and materials.

(b) By approving any of the Documentation and details as herein before mentioned, the Purchaser shall not be deemed to have assumed any responsibility for any design criteria or the accuracy of any design details.

(c) All documentation supplied by the Purchaser, or produced by the Supplier in connection with or for the purposes of performing the Contract shall be the property of the Purchaser and the Supplier warrants to hold all items under a duty of care whilst in the Supplier's possession and will return them to the Purchaser when requested.

10. PASSAGE OF TITLE AND RISK

(a) The risk of damage to or loss of the Goods and Documentation shall pass to the Purchaser upon delivery to the Place of Delivery as stated in the Purchase Order.

(b) Without prejudice to any right of rejection which may accrue to the Purchaser under these conditions, title in the Goods and Documentation shall pass to the Purchaser on Delivery or upon the making any progress payment whichever should occur first.

(c) Any Goods and Documentation for which the Purchaser has paid but which have not been delivered shall be clearly identified as the property of the Purchaser and stored in safe and otherwise suitable conditions and in accordance with any instructions given by the Purchaser.

(d) Where the Purchaser for the purposes of the Contract issues materials or other items free of charge to the Supplier, such materials and other items shall remain the property of the Purchaser (and be clearly marked as such by the Supplier) and shall be used by the Supplier solely in connection with the Contract. The Supplier shall, (unless within three working days from receipt thereof the Supplier notifies the Purchaser in writing to the contrary setting out appropriate details), be deemed to have satisfied itself as to the suitability of such materials and other items for their intended use and to have received same in good order and condition and in the quantities specified in the Contract. The Supplier shall thereafter be responsible for and accountable to the Purchaser for any loss of or damage thereto (including without limitation any waste thereof arising from any fault or neglect of the Supplier) until safe delivery of the completed Goods incorporating the said materials and/or other items is effected in accordance with Condition 2 and any scrap or surplus arising from free-issue materials and/or items as the Purchaser may at its option have decided and instructed the Supplier is/are (i) delivered with the Goods as aforesaid or (ii) sold by the Supplier by competitive tender and the amount so obtained paid or credited to the Purchaser.

11. VARIATION AND CLAIMS

- (a) The Supplier shall not vary the Goods or its performance of the Contract without the Purchaser's prior consent in writing.
- (b) The Purchaser may vary the quantity or quality of the Goods, the specification, the time of delivery, the Place of Delivery or any other matter and the Supplier shall perform the Contract as so varied.
- (c) Variations shall be valued at the rates or prices for the same or similar work, if any, as specified in the Contract or otherwise at a reasonable price.
- (d) All variations shall be in writing approved by the Purchaser.
- (e) All claims by the Supplier, whether for variations or otherwise, shall be promptly notified to the Purchaser in writing with due particulars, in advance of any variation being commenced.

12. LIENS

- (a) The Goods shall have clear title unencumbered or fettered by any third party claim, including (but without limitation) any lien, mortgage, hypothec or charge; but to the extent that clear title is not given the Supplier shall promptly and fully indemnify the Purchaser against the consequences (direct or indirect) including all legal fees incurred by the Purchaser arising out of the Supplier's breach under this Condition 12.
- (b) The Supplier shall not delay or halt performance of the Contract or delivery of the Goods on account of any disputes, claims, variations or disputes whatsoever.
- (c) As a condition of payment, the Supplier may be required to sign a release or waiver of liens and claims against the Purchaser.

13. PRICE AND PAYMENT

- (a) The price of the Goods and the Services shall be fixed and firm and as stated in the Purchase Order. The Price stated shall be the total compensation payable to the Supplier under the Contract.
- (b) The Price shall be inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Place of Delivery and any duties, imposts or levies other than Value Added Tax.
- (c) Where the supply of the Goods is subject to the addition of Value Added Tax, the price of the Goods and the amount and rate of Value Added Tax shall be stated separately.
- (d) The Purchaser reserves the right to set off any such sums in respect of which the Supplier may be indebted or in default to the Purchaser whether or not in connection with the sale or supply of the Goods or performance of any services.
- (e) Payment of amounts correctly invoiced by the Supplier shall, subject to Sub-Conditions 13(d), (f) and (g), be made no later than the first working day after expiry of 60 days from the date of invoice unless otherwise specified in the Purchase Order.
- (f) If specified in the Purchase Order, the Purchaser shall have the right to withhold ten (10) per cent of the invoiced amount as retention money. Such retention money, if any, shall, subject to the provisions of Sub-Conditions 13(d) and (g) and subject to the Supplier having complied with the Contract, be released to the Supplier at such time(s) as is/are provided in the Purchase Order.

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(g) No payment made by the Purchaser shall in any way be construed as acceptance of the Goods or Documentation supplied or work performed by the Supplier or any of its subcontractors and no payment shall in any way impair or restrict any rights or remedies the Purchaser may have under the Contract or otherwise for and in connection with the supply of Goods and/or the performance of work or services under the Contract by the Supplier or any of its subcontractors.

(h) Invoices must be sent to the Purchaser's office address stated in the Purchase Order and not the Place of Delivery.

14. LABELLING AND INSTRUCTIONS (for hazardous goods)

(a) The Supplier warrants that the design, construction, quality and labelling of the Goods shall comply in all respects with any requirements of any statute, order or other instrument having the force of law, which may be in force at the time when the Goods are supplied.

(b) All marking and labelling of the Goods (i) necessary to ensure safe and proper handling and (ii) as particularly required by the Purchaser shall be carried out by the Supplier.

(c) Hazardous Goods must have prominent warning in English on all packing and documents.

(d) The Goods shall be provided with all adequate and necessary instructions to enable the Purchaser and any subsequent owner to use or utilise them for the purposes of the Contract and the Works.

15. HEALTH AND SAFETY

(a) The Supplier (and all its subcontractors) shall comply with all statutory obligations imposed on designers, manufacturers, importers, suppliers, installers or erectors of articles or substances for use at work to ensure so far as is reasonably practicable that such articles or substances are so designed, constructed or installed as to be safe and without risk to health when properly used.

(b) Where by reason of its statutory obligations or otherwise the Supplier has carried out, or arranged for the carrying out of, testing and examination of the Goods for the purpose of ensuring that they are safe and without risk to health when properly used the Supplier shall provide the Purchaser where appropriate, on or before delivery of the Goods, with properly documented results of such tests or examinations or, in default thereof, certificates issued by a duly qualified and authorised person that the tests and examinations proved satisfactory.

(c) Without prejudice to the obligations contained in Sub-Condition 15(b), on or before delivery of the Goods to the Purchaser, the Supplier shall make available to the Purchaser information about any conditions necessary to ensure that when installed, commissioned and put into use the Goods will be safe and without risk to health.

16. CONFIDENTIAL INFORMATION

Unless otherwise specifically agreed in writing by the Purchaser, no detail, or information of any kind, is to be disclosed to any third party and all matters relating to the Contract are to be considered confidential. Nothing relating to the Contract is to be used by the Supplier other than for the purposes of performing the Contract.

17. ASSIGNMENT

The Contract is personal to the Supplier. The Supplier shall not assign, novate, sub-let, sub-contract, or otherwise dispose of the Contract or any part thereof without the previous consent in writing of the Purchaser. In the event that the Supplier subcontracts any part of the Contract, it will remain responsible for performance of the Contract.

18. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

The Supplier warrants that the Goods and/or Services supplied by the Supplier and the use of the same by the Purchaser or any other user of the Goods do not and will not infringe any Intellectual Property Rights. The Supplier will indemnify the Purchaser against all claims, demands, damages, penalties, costs and expenses which the Purchaser may incur in any action for such infringement or for which the Purchaser may become liable in any such action.

19. TERMINATION

(a) The Contract shall terminate upon the earlier to occur of the following:

- i) seven (7) days after the Purchaser gives the Supplier notice in writing of termination;
- ii) seven (7) days after either party gives notice in writing to the other party that such other party is in material breach of the Contract unless such other party has remedied such breach during the seven (7) day notice period;
- iii) forthwith upon notice in writing from either party to the other party in the event of the occurrence of any one or more of the following events with respect to that other party:-
 - (a) the other party passes a resolution or a court of justice makes an order that the other party be wound up otherwise than for the purpose of a bona fide reconstruction or amalgamation;
 - (b) a receiver, manager or administrator on behalf of a creditor is appointed in respect of the business or any part thereof of the other party;
 - (c) circumstances arise which entitle a court of justice or creditor to appoint a receiver, manager or administrator or which entitle a court of justice otherwise than for the purpose of a bona fide reconstruction or amalgamation to make a winding-up order;
 - (d) the other party is unable to pay its debts within the meaning of Section 123 of the United Kingdom Insolvency Act 1986; or
 - (e) any event analogous to those set out above occurs under the law of any other jurisdiction.

(b) Rights and obligations under Conditions 16, 18 and 20 shall survive any termination or expiry of the Contract.

(c) The right of either party to terminate the Contract in accordance with this Clause 19 is in addition to and shall in no way limit or prejudice any other right or remedy which that party may have in consequence of any breach by the other party, or any other right or liability of the party accrued at the date of termination.

(d) All costs and any subsequent losses incurred by the Purchaser in purchasing the Goods or by the appointment of a replacement supplier in the event of the Contract being terminated will be reimbursed by the Supplier.

20. FORCE MAJEURE

(a) Neither party shall be liable for any delay or failure in performing its obligations under this Agreement as a result of reasons beyond its reasonable control, including but not limited to acts of God, war, flood, fire, riots, civil commotion, malicious damage, explosion, governmental actions and any other similar events. If the event causing such delay or failure continues for in excess of one (1) month this Agreement may be terminated at the option of the party not affected by the event.

(b) The party whose obligations are affected by a case of Force Majeure shall notify the other party in writing within forty-eight (48) hours by any means (fax, email), and shall confirm it as soon as possible by registered letter, submitting evidence of its unforeseeable, irresistible and uncontrollable nature, which, in its view, makes it impossible to undertake or continue performance of all or part of its obligations.

(c) In all cases, the Supplier shall do whatever is in its power to protect and keep the resources and means necessary for the implementation of this Agreement.

21. LANGUAGE

This Contract is drafted in the English language. If this Contract is translated into any other language, the English language text shall prevail. Any notice given under or in connection with this Contract shall be in the English language. All other documents provided under or in connection with the Contract shall be in the English language, or accompanied by a certified English translation. If such document is translated into any other language, the English language text shall prevail.

22. PROPER BUSINESS PRACTICES

The Supplier shall act in a manner consistent with all laws concerning improper or illegal payments and gifts or gratuities and agrees not to pay, promise to pay or authorise the payment of any money or anything of value, directly or indirectly, to any person for the purpose of illegally or improperly inducing a decision or obtaining or retaining business in connection with the Order. Further, in the execution of its obligations under this Order, the Supplier shall take the necessary precautions to prevent any injury to persons or to property.

23. THIRD PARTY RIGHTS

None of the terms and conditions in this Agreement shall be enforceable by any person who is not party to it.

24. GENERAL

(a) Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

(b) No waiver by the Purchaser of any breach of the Contract by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other person.

(c) If any of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby.

(d) The Contract contains the whole agreement between the parties and it supersedes any prior written or oral agreement between them and is not affected by any other promise, representation, warranty, usage, custom or course of dealing. The Parties confirm that they have not entered into the Contract on the basis of any representation that is not expressly incorporated into the Contract. Nothing in these Conditions shall exclude liability for any fraudulent statement or act made prior to the date of Contract.

25. LAW AND JURISDICTION

The Contract shall be construed in accordance with the law of England and Wales. The parties exclude application of the United Nations Convention on Contracts for the International Sale of Goods.

26. DISPUTE RESOLUTION

In the event of any dispute arising out of or in connection with this Order, the parties agree to submit such dispute to settlement proceedings under the Alternative Dispute Resolution Rules (the "ADR Rules") of the International Chamber of Commerce ("ICC"). If the dispute has not been settled pursuant to the ADR Rules within forty-five (45) days following the filing of a request for ADR or within such other period as the parties may agree in writing, such dispute shall be finally settled under the Rules of Arbitration and Conciliation of the ICC (the "ICC Rules") by one or more arbitrators appointed in accordance with such ICC Rules. The place of arbitration shall be London, England and proceedings shall be conducted in the English language.

unless otherwise stated on the face of this Order. The award shall be final and binding on both Buyer and Seller, and the parties hereby waive the right of appeal to any court for amendment or modification of the arbitrators' award.

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