

Hempel Special Metals UK – Conditions of Sale.

1 Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Business Day a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours the period from 9.00 am to 5.00 pm on any Business Day.

Commencement Date has the meaning given in clause 2.5.

Conditions these terms and conditions as amended from time to time in accordance with clause 21.10.

Contract the contract between the Supplier and the Customer for the supply of Goods and/or Services incorporating these Conditions and any quotation issued by the Supplier.

Contract Price the net amount shown on the Order Confirmation to be paid by the Customer to the Supplier which shall, unless otherwise agreed be Ex Works and shall exclude value added tax or any other relevant tax arising on the sale which will be charged by the Supplier and will be payable by the Customer at the appropriate rate.

Customer the person, firm or company who purchases the Goods and/or Services from the Supplier with whom the Supplier makes the Contract, as specified in the Order.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).

Delivery Location the place for Delivery of the Goods and/or Services as specified in the Order Confirmation.

Ex Works has the same meaning as is given to that term by the Incoterms 2020.

Force Majeure Event has the meaning given to it in clause 19.

Goods the goods (or any instalment or part of them) to be supplied under the Contract. References in these Conditions to “Goods” includes “Non-Standard Goods”.

Goods Specification any specification for the Goods that is agreed in writing by the Customer and the Supplier (if applicable).

Incoterms 2020 means the official rules for the interpretation of trade terms of the International Chamber of Commerce published in 2020.

**Hempel Special Metals UK – Conditions of Sale.**

Intellectual Property Rights patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Non-Standard Goods has the meaning set out in clause 4.1.

Order the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form or in the Customer's written acceptance of the Supplier's quotation as the case may be.

Order Confirmation the document provided by the Supplier confirming the Order for Goods and/or Services.

Services the services supplied by the Supplier to the Customer as set out in the Service Specification.

Service Specification the description or specification for the Services provided by the Supplier to the Customer in writing.

Supplier Hempel Special Metals Ltd registered in England and Wales with company number 01671717.

2 Basis of Contract

2.1 These Conditions shall apply to the Contract to the exclusion of any other terms or conditions that the Customer may seek to impose or incorporate on the Order or other document or communication from the Customer, or which are implied by law, trade custom, practice or course of dealing. The Customer waives any right to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

2.2 All Goods sold by the Supplier are subject to these Conditions and no amendment or addition to any of these Conditions shall be deemed to have been accepted unless agreed in writing and signed by a director of the Supplier. No representative, agent or sales person has the Supplier's authority to vary, amend or waive any of these Conditions.

2.3 A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for the period which is specified provided that the Supplier has not previously withdrawn it.

2.4 The submission of an Order by the Customer to the Supplier shall constitute an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.

Hempel Special Metals UK – Conditions of Sale.

2.5 An Order shall only be deemed to be accepted when the Supplier issues a written Order Confirmation to the Customer, at which point a Contract will come into force between the parties (the Commencement Date) or the Supplier delivers the Goods to the Customer, whichever is the earlier.

2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3 Goods

3.1 The Goods are as described on the Supplier's website as modified by any Goods Specification (if applicable).

3.2 Any descriptions of the Goods or illustrations or descriptions of the Services provided by the Supplier are issued for information only and shall not form part of the Contract nor have any contractual force.

3.3 The Supplier reserves the right to amend any Goods Specification if required by applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event.

4 Non-Standard Goods

4.1 Non-Standard Goods are Goods which are designed manufactured and/or assembled by the Supplier in accordance with instructions from the Customer. The Supplier will identify Goods which are Non-Standard Goods in its quotation and in the Order Confirmation.

5 Delivery of Goods

5.1 The Supplier shall deliver the Goods in accordance with the Incoterm of Incoterms 2020 specified in the Order Confirmation and to the Delivery Location as also specified in the Order Confirmation.

5.2 The Supplier shall use its reasonable endeavours to meet the delivery date set out in the Contract but any date for delivery which is quoted by the Supplier is approximate only and the time of delivery is not of the essence. 7.1. The Supplier shall not be liable for any delay in the delivery of the Goods however caused.

5.3 If the Supplier delivers up to and including 10% more or less than the quantity of Goods ordered the Supplier shall not be liable for the variation between the quantity of Goods supplied and the quantity ordered and the Customer may not reject the Goods, but on receipt of notice from the Customer that the wrong quantity of Goods was delivered, the Supplier shall make a pro rata adjustment to the invoice for the Goods. Any claim for a variation of quantity in excess of plus or minus 10% must be notified by the Customer to the Supplier in writing within 14 days of delivery.

5.4 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment and the Customer shall be bound to accept delivery thereof.

Hempel Special Metals UK – Conditions of Sale.

6 Re-arranging Delivery

6.1 The Customer may delay the delivery date by a period not exceeding twelve [12] weeks subject to paying to the Supplier an amount equal to two per cent [2%] of the total Contract Price for each four [4] week period or part thereof by which the delivery date is extended.

6.2 Extension of the delivery date by a period exceeding twelve [12] weeks from the delivery date is at the sole discretion of the Supplier. If the Customer is unable or refuses to accept delivery of the Goods within twelve [12] weeks of the delivery date, the Supplier has the right to either complete the delivery or to terminate the Contract and have no further liability to the Customer.

7 Cancellation

7.1 The Customer has no right to terminate a Contract for the supply of Non-Standard Goods in any circumstances.

7.2 For Goods which are not Non-Standard Goods, other than as provided in clause 7.3, a Contract may not be cancelled except by agreement in writing of the Supplier and upon the payment to the Supplier of such amount as may be necessary to indemnify the Supplier against all loss resulting from the cancellation.

7.3 The Customer may terminate the Contract by written notice to the Supplier if the Supplier has not despatched the Goods within twelve [12] months of the issue of the Order Confirmation. If the Customer terminates the Contract, the Supplier's liability shall be limited to a refund of the Contract Price paid by the Customer. The Supplier shall have no further liability to the Customer.

8 Quality of Goods

8.1 The Supplier warrants that on delivery the Goods shall:

8.1.1 conform in all material respects with their description or any applicable Goods Specification;

8.1.2 be free from material defects in design, material and workmanship;

8.1.3 be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and

8.1.4 comply with all applicable statutory and regulatory requirements

8.2 All Goods are assumed to have been delivered in accordance with the Contract unless:

8.2.1 where no Goods are received, their non-delivery is notified in writing to the Supplier without delay or the Customer exercises its rights under this clause 8.2;

8.2.2 the Customer has noted on the Supplier's delivery record at the time of accepting the shipment that some or all of the Goods do not comply with the warranty set out in clause 8.1 or there is a shortage in the Goods or damage to the Goods which would have been apparent upon

Hempel Special Metals UK – Conditions of Sale.

reasonable inspection of the Goods on delivery, and notified the Supplier of such in writing within 14 days of receipt of the shipment or

where it is not readily ascertainable from reasonable inspection and checking by the Customer on delivery that some or all of the Goods do not comply with clause 8.1 the Customer may reject Goods provided that the Customer gives notice in writing to the Supplier within fourteen [14] days of delivery.

The Customer shall only be entitled to reject Goods if the Supplier is given a reasonable opportunity of examining such Goods and they are found to be defective and the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost.

The Supplier shall, at its sole option, repair or replace the defective Goods, or refund the Contract Price of the defective Goods in full.

The Supplier is unable to credit or refund Goods that have been incorrectly ordered by the Customer or where the Goods have been specially manufactured, prepared, or cut in pieces at the request of the Customer.

8.3 The Supplier shall not be liable for any failure of the Goods to comply with the warranty set out in clause 8.1 if:

8.3.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 8.2;

8.3.2 the defect arises because the Customer failed to follow the Supplier's instructions as to the use or maintenance of the Goods or (if there are none) good trade practice regarding the same;

8.3.3 the defect arises as a result of the Supplier following any drawing, design or specification supplied by the Customer;

8.3.4 the Customer alters or repairs such Goods without the written consent of the Supplier;

8.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or

8.3.6 the Goods differ from their description or any Goods Specification as a result of changes made by the Supplier to ensure that they comply with applicable statutory or regulatory requirements.

8.4 Except as provided in this clause 8, the Supplier shall have no liability to the Customer in respect of failure of the Goods to comply with the warranty set out in clause 8.1.

8.5 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

Hempel Special Metals UK – Conditions of Sale.

9 Title and Risk

9.1 The risk in the Goods shall pass to the Customer on completion of delivery in accordance with clause 5.1.

9.2 Title to the Goods shall not pass to the Customer until the earlier of:

9.2.1 the Supplier receives payment in full (in cash or cleared funds red funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due; and

9.2.2 the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 9.4.

9.3 Until title to the Goods has passed to the Customer, the Customer shall:

9.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

9.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

9.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;

9.3.4 notify the Supplier immediately if it becomes subject to any of the events listed in clause 17.1.2 to clause 17.1.4; and

9.3.5 give the Supplier such information as the Supplier may reasonably require from time to time relating to the Goods and the ongoing financial position of the Customer.

9.4 Subject to clause 9.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before the Supplier receives payment for the Goods it does so as principal and not as the Supplier's agent and title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

9.5 At any time before title to the Goods passes to the Customer, the Supplier may by notice in writing, terminate the Customer's right under clause 9.4 to resell the Goods or use them in the ordinary course of its business and require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

**Hempel Special Metals UK – Conditions of Sale.****10 Supply of Services**

10.1 The Supplier shall supply the Services to the Customer in accordance with any Service Specification in all material respects.

10.2 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

10.3 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order Confirmation, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

10.4 The Supplier reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

11 Customer's Obligations

11.1 The Customer is responsible for ensuring that the terms of the Order and any Goods Specification and/or any Service Specification and any information which it provides are complete and accurate.

11.2 The Customer shall co-operate with the Supplier in all matters relating to the Contract and shall provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Goods and/or Services.

12 Charges and Payment

12.1 The Contract Price for the Goods and/or Services shall be set out in the Order Confirmation. Unless otherwise agreed in the Order Confirmation, the Contract Price shall be exclusive of the costs of carriage, packing and insurance. Where the Customer requests delivery in a manner other than Ex Works the Supplier shall be entitled to adjust the Contract Price to reflect the manner of delivery requested by the Customer.

12.2 The Contract Price is subject to adjustment to take account of any variation in the Supplier's costs including (but not limited to) variations in the cost of materials, foreign exchange rate fluctuations, increases in taxes and duties, increases in the costs of labour and/or materials and other manufacturing costs since the date of the Order Confirmation. The Supplier reserves the right to increase the Contract Price of the Goods and/or Services by the amount of any increase in such costs by giving notice to the Customer at any time after the Contract Price is quoted and the invoice so adjusted shall be payable as if the revised Contract Price set out therein were the original Contract Price.

12.3 The Supplier further reserves the right to increase the Contract Price of the Goods and/or Services to take account of any variation in the Supplier's costs that is due to any request by the Customer to change the delivery date(s), quantities or types of Goods ordered or any delay caused by any instructions (or failure to give correct instructions) by the Customer.

**Hempel Special Metals UK – Conditions of Sale.**

12.4 The Supplier shall invoice the Customer at the time(s) specified in the Order Confirmation and the Customer shall pay the Contract Price in the currency specified in the Order Confirmation and in accordance with the payment terms set out in the Order Confirmation, or, where no such terms are set out, within 30 days of the date of the invoice.

12.5 If the Supplier has reasonable grounds to believe that the Customer will not be able to fulfil its payment obligations the Supplier shall have the right to require immediate payment of any invoice by giving notice to the Customer in writing or to change the payment terms in connection with any Contract or alter the payment terms of any invoice. The Supplier shall further have the right to demand security from the Customer, in the form determined at the Supplier's sole discretion. If such security is not received within the period specified by the Supplier (such period not to be unreasonable) the Supplier may terminate the Contract without further liability on its part but the Customer shall be liable to the Supplier in respect of any losses (including loss of profit) incurred by the Supplier as a consequence of such termination.

12.6 All payments shall be made in full and in cleared funds to a bank account nominated in writing by the Supplier.

12.7 Time for payment shall be of the essence of the Contract.

12.8 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax or other applicable sales taxes chargeable from time to time. Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.

12.9 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 17, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 12.9 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

12.10 If the Goods are delivered in instalments the Supplier shall be entitled to invoice for each instalment and payment shall be due in respect of each instalment notwithstanding non-delivery of other instalments or other default by the Supplier.

12.11 If, under the terms of the Contract, the Contract Price shall be payable by instalments or the Customer has agreed to take specified quantities of Goods at specified times, the whole of the balance of the Contract Price shall become due straightaway if: (a) the Customer defaults in the payment of any due instalment; or (b) the Customer fails to give delivery instructions in respect of any outstanding quantity of Goods.

12.12 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

Hempel Special Metals UK – Conditions of Sale.

13 Import and export requirements

13.1 The Customer shall be solely responsible for complying with any legislation or regulation governing the exportation of the Goods from the United Kingdom and their importation into another country and for the payment of any duties and taxes thereon and shall indemnify the Supplier in full against all actions, proceedings, costs, claims, losses (including indirect and consequential losses), damages, demands, expenses and liabilities arising out of or in connection with the failure by the Customer to so comply.

13.2 The Supplier may terminate any Contract at any time without liability by written notice to the Customer if any export licence, consent or permission which the Supplier determines is required by either the Customer or the Supplier from time to time is not in place.

13.3 If a Customer domiciled outside the UK or an agent of such a Customer collects Goods and transports or despatches them, the Customer shall furnish to the Supplier any export certificate required by law. If such a certificate is not furnished, the Customer shall pay the Supplier any applicable UK tax or duty which is payable, including, without limitation, value added tax, in respect of the invoice amount.

14 Intellectual Property Rights

14.1 All Intellectual Property Rights in or arising out of or in connection with any Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.

14.2 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.

14.3 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Goods Specification. This clause 14.3 shall survive termination of the Contract.

15 Data Protection

15.1 Each party will comply with all applicable requirements of the Data Protection Legislation. This clause 15 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

16 Limitation of Liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

Hempel Special Metals UK – Conditions of Sale.

16.1 The restrictions on liability in this clause 16 apply to every liability arising under or in connection with the Contract, including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

16.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) and/or defective products under the Consumer Protection Act 1987.

16.3 Subject to clause 16.2 the following types of loss are wholly excluded:

16.3.1 loss of profits;

16.3.2 loss of sales or business;

16.3.3 loss of agreements or contracts;

16.3.4 loss of anticipated savings;

16.3.5 loss of use or corruption of software, data or information;

16.3.6 loss of or damage to goodwill; and

16.3.7 indirect or consequential loss.

16.4 Subject to clause 16.2, the Supplier's total liability to the Customer under any Contract shall not exceed the total Contract Price.

16.5 This clause 16 shall survive termination of the Contract.

17 Termination and suspension

17.1 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:

17.1.1 the Customer fails to pay any amount due under the Contract on the due date for payment;

17.1.2 the Customer commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within seven [7] days after receipt of notice in writing to do so;

17.1.3 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

Hempel Special Metals UK – Conditions of Sale.

17.1.4 the Customer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

17.1.5 the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

17.2 Without affecting any other right or remedy available to it, the Supplier may suspend all further deliveries of Goods and /or the supply of Services under the Contract or any other contract between the Customer and the Supplier:

17.2.1 if the Customer fails to pay any amount due under the Contract on the due date for payment;

17.2.2 the Customer becomes subject to any of the events listed in clause 17.1.3 to clause 17.1.5;

17.2.3 or the Supplier reasonably believes that the Customer is about to become subject to any of them.

18 Consequences of Termination

18.1 On termination of the Contract, the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods and/or Services supplied but for which no invoice has been submitted, the Supplier will submit an invoice, which shall be payable by the Customer immediately on receipt;

18.2 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

18.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

19 Force Majeure

19.1 A Force Majeure Event means any circumstances or cause beyond a party's reasonable control including but not limited to acts of God, flood, natural disaster, epidemic or pandemic, terrorist attack, war or civil war, riots or armed conflict, sanctions or embargo, nuclear chemical or biological contamination, strikes, lockouts, trade disputes, shortages of raw materials, any action or restriction by a government or public authority, fire explosion or accident (a Force Majeure Event).

19.2 Provided that it has complied with clause 19.3, if a party is prevented or delayed in the performance of its obligations by a Force majeure Event, including the manufacture and delivery of the Goods and/or Services, the affected party shall not be in breach of the Contract and the time for performance of the Supplier's obligations shall be extended accordingly.

19.3 The affected party shall notify the other party of any such Force majeure Event as soon as possible and shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event.

Hempel Special Metals UK – Conditions of Sale.

19.4 If the period of delay or non-performance continues for longer than ninety [90] days the party not affected may terminate the Contract by giving written notice to the affected party.

20 Dispute Resolution

20.1 If a dispute arises out of or in connection with the Contract or the performance, validity or enforceability of it (Dispute), then the parties shall follow the procedure set out in this clause:

20.1.1 either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the Sales Manager of the Supplier and the Procurement Manager of the Customer shall attempt in good faith to resolve the Dispute;

20.1.2 if the Sales Manager of the Supplier and the Procurement Manager of the Customer are for any reason unable to resolve the Dispute within [30] Business Days of service of the Dispute Notice, the Dispute shall be referred to the Managing Director of the Supplier and the Managing Director of the Customer who shall attempt in good faith to resolve it;

20.1.3 if the Managing Director of the Supplier and the Managing Director of the Customer are for any reason unable to resolve the Dispute within [30] Business Days of it being referred to them, a party may commence court proceedings in accordance with clause 21.12.

21 General

21.1 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

21.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.

21.3 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

21.3.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

21.3.2 sent by email to an address specified for this purpose by the parties.

21.4 Any notice shall be deemed to have been received:

21.4.1 if delivered by hand, at the time the notice is left at the proper address;

21.4.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

21.4.3 if sent by email, at the time of transmission.

**Hempel Special Metals UK – Conditions of Sale.**

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

21.5 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 21.5 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

21.6 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

21.7 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

21.8 The Contract constitutes the entire agreement between the parties and each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

21.9 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

21.10 Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

21.11 The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

21.12 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.