

## **ETHIMEX LIMITED**

### **GENERAL TERMS AND CONDITIONS OF SALE Issued May 2013**

#### 1. Interpretation

The following definitions and rules of interpretation shall apply:

The Seller: Ethimex Limited, (company number 03757834) a company registered in England and Wales whose registered office is at 19 York Road, Maidenhead, Berkshire, England SL6 1SQ.

The Buyer: the person, firm or company who purchases the Product from the Seller. Should the Product be ordered by an agent, then such agent, as well as the principal, shall be bound by, and liable for all obligations as fully and as completely as if the agent were itself the principal, whether such principal be disclosed or undisclosed, and whether or not such agent purports to contract as agent only. Both principal and agent shall each be deemed to be a Buyer for the purposes of the Contract and shall be jointly and severally liable for all obligations under the Contract.

The Contract: any contract between the Seller and the Buyer for the sale and purchase of Product consisting of the sales order and these General Terms and Conditions of Sale.

The Product: any goods agreed in the Contract to be supplied to the Buyer by the Seller (including any part or parts of them).

The International Rules for the interpretation of trade terms prepared by the International Chamber of Commerce (Incoterms 2010) as specified in the sales order shall apply but where they conflict with the Contract, the Contract shall prevail.

#### 2. Application of Terms

2.1 These Terms and Conditions shall apply to all the Seller's sales of Product. Any variation of these Terms and Conditions and/or any representations about the Product shall have no effect unless expressly agreed in writing and signed by a Director of the Seller. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Seller which is not set out in the Contract.

2.2 The Contract shall be deemed to incorporate these Terms and Conditions to the exclusion of all other terms and conditions (including any terms and conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

2.3 No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract.

2.4 Each order or acceptance of a quotation for the Product by the Buyer shall be deemed to be an offer by the Buyer to purchase the Product subject to these Terms and Conditions.

- 2.5 No order placed by the Buyer shall be deemed to be accepted by the Seller until a written sales order is issued by the Seller or (if earlier) the Seller delivers the Product to the Buyer.
- 2.6 The Buyer shall ensure that the terms of the sales order and any applicable specification are complete and accurate.
- 2.7 Any quotation given by the Seller is given on the basis that no Contract shall come into existence until the Seller despatches a written sales order to the Buyer. Any element of the quotation, including price, can be varied or withdrawn by the Seller at any time prior to despatch of the written sales order.

### 3. Description/Quality/Quantity

- 3.1 The volume, quality and description of the Product shall be as set out in the sales order. **THE SELLER OTHERWISE MAKES NO WARRANTIES OF DESCRIPTION, QUALITY, CONDITION, AND FITNESS FOR PURPOSE AND (SAVE TO THE EXTENT THAT EXCLUSION THEREOF IS NOT PERMITTED OR IS INEFFECTIVE BY OPERATION OF LAW) ALL STATUTORY OR OTHER CONDITIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE DESCRIPTION OR SATISFACTORY QUALITY OF THE PRODUCT OR ITS CONDITION, OR FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE ARE HEREBY EXCLUDED.**
- 3.2 If for any reason whatsoever the volume of the Product available to the Seller is insufficient to meet the volume specified in the Contract the Seller may by written notice to the Buyer at any time before delivery to the Buyer reduce the quantity of Product to be delivered to the Buyer under the Contract. In such circumstances the Price shall be adjusted on a pro rata basis.
- 3.3 Subject to clause 3.2 the volume of the Product delivered to the Buyer shall be in line with the sales order which forms part of the Contract. The volume delivered shall be ascertained in accordance with the quantity provision, and subject to any permitted tolerance, set out in the sales order.
- 3.4 If there is any variance in volume from that stated in the bill of lading which exceeds any variance permitted by Customs and Excise and which results in any excise or custom duty being payable then any such duty shall be strictly for the account of, and shall be paid by the Buyer.
- 3.5 If there is any dispute as to quality of the Product delivered then (subject to the same being available) the dispute shall be resolved by reference to the samples taken by an independent surveyor or other third party before and after the time at which risk in the Product passed to the Buyer. If the Seller can supply a sample taken by an independent surveyor or other third party which shows that the Product was of the requisite quality immediately before risk passed to the Buyer then the Seller shall be deemed to have supplied Product of the requisite quality and the Buyer shall have no claim in respect of any quality issue with that Product.

### 4. Price

The price of the Product is that set out in the sales order. However the Seller may at any time prior to delivery give written notification to the Buyer of an increase in the stated price if the Seller's costs have increased for any reason since the

date the Contract was entered into. If the price increase amounts to more than 5% of the total Contract price the either party may by giving written notification to the other within 14 days of notification of the price increase cancel the Contract in respect of any Product quantities not yet delivered.

## 5. Payment

- 5.1 The payment terms, including the method of payment and any payment documents required to be presented by the Seller, are as set out in the Contract. Time shall be of the essence for payment.
- 5.2 In respect of any payment not made in full by the due date, without prejudice to any other right of the Seller the Buyer shall pay interest on any unpaid amount at the rate applicable under the Late Payment of Commercial Debts (Interest) Act 1998 and any Regulations issued pursuant to that Act such interest to be payable, both before and after judgement is made against the Buyer, until the date payment in cleared funds is received by the Seller in full.
- 5.3 Any expenses incurred by the Seller, including but not limited to reasonable legal fees, court fees and collection agency fees, caused by the delayed or non-payment by the Buyer of the amount(s) due shall be for the account of the Buyer and payable upon demand with supporting documentation.
- 5.4 All amounts due by the Buyer under the Contract shall be paid in full without any deduction or withholding other than as required by law and the Buyer shall not be entitled to assert any credit, set-off or counterclaim against the Seller in order to justify withholding payment of any such amount in whole or in part. The Seller may at any time without limiting any other rights or remedies it may have set off any amount owing to it by the Buyer against any amount payable by the Seller to the Buyer.

## 6. Delivery

- 6.1 Save where delivery is prevented, delayed or hindered by reason of force majeure and save as provided in 6.2 below the Seller will use its reasonable endeavours to comply with all delivery dates and times specified in the Contract but all dates quoted for delivery are approximate only, and the time of delivery is not of the essence.
- 6.2 Where the Contract provides for deliveries by instalments if the Buyer fails to pay for any delivery in accordance with the terms of the Contract, the Seller may withhold future instalment deliveries until the Buyer pays for the deliveries already made and, if required by the Seller, makes payment in advance in respect of each future instalment delivery.
- 6.3 If Product delivered to the Buyer fails to comply with warranty, is off-specification or is short delivered the Buyer shall notify the Seller as soon as reasonably practicable and in any event (in the case of any issue reasonably discoverable on delivery which shall include any short delivery) not more than 5 days from delivery or (in the case of an issue not reasonably discoverable on delivery) within 5 days of discovery. Following any such notification in accordance with this clause the Buyer shall permit the Seller or any party acting as the representative of the Seller full access to the Product to inspect the Product and/or provide such other evidence as to, the failure to comply with warranty or specification or, short

delivery, as may be reasonably requested by the Seller. Subject to clause 6.4 following any such inspection and/or investigation if the Seller finds that the Product delivered to the Buyer fails to comply with warranty, or was off-specification or short delivered then the Seller shall in its absolute discretion have the option to:

- (i) replace the Product or remedy the short delivery:
  - with a subsequent instalment if the Contract provides for deliveries by instalments, or
  - within a reasonable time if the Contract does not provide for deliveries by instalments or it was the last instalment delivered under the Contract terms; or
- (ii) open negotiations with the Buyer to establish whether a reduction in price or refund the relevant part of the price is relevant.

Save as provided in this clause 6.3, the Seller shall have no liability to the Buyer if the Product, fails to comply with the warranty, is off specification or is short delivered.

6.4 The Seller shall not be liable for any failure to comply with warranty, specification or for any short delivery if:

- (i) in accordance with clause 3.5 the Seller can demonstrate that the sample taken by an independent surveyor immediately before risk passed to the Buyer shows that the Product was of the requisite quality
- (ii) the Buyer fails to provide the Seller or its representative with access to the Product or any evidence reasonably requested as referred to in clause 6.3;
- (iii) such failure is due to a failure on the part of the Buyer to follow any written or oral instructions as to the storage, transportation, or use of the Products or any good trade practice relating to such matters;
- (iv) the Buyer continues to use any part of the Product after giving notification under clause 6.3;

6.5 Where the Contract provides for deliveries by instalments then if the Product delivered under an instalment is damaged, off-specification or short delivered the Buyer shall not be entitled to refuse to accept further deliveries from the Seller made pursuant to the terms of the Contract.

6.6 If the Buyer fails to take delivery of the Products within three Business Days of the Seller notifying the Buyer that the Products are ready, then, delivery of the Products shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Seller notified the Buyer that the Products were ready and payment by the Buyer shall become due and the Seller shall store the Products until delivery takes place, and charge the Buyer for all related costs and expenses (including insurance)

6.7 The Seller shall have no responsibility or liability for obtaining any import licence or consents or for payment of any import duties in respect of the Products and it shall be the responsibility of the Buyer to make all necessary arrangement and payments.

## 7. Risk

Unless otherwise provided in the Contract risk passes in accordance with the provisions of relevant Incoterms 2010 (as amended from time to time).

## 8. Title

- 8.1 Notwithstanding delivery and the passing of risk in the Product, title and property in the Product, including full legal and beneficial ownership, shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full for all the Product delivered to the Buyer under the Contract and any other goods delivered to the Buyer under all other contracts between the Seller and the Buyer for which payment of the full price thereunder has not been paid. Payment of the full price shall include the amount of any interest or other sum payable under the terms of the Contract or any other contract between the Buyer and the Seller under which the Product or other goods were delivered.
- 8.2 The Buyer acknowledges that it has custody and/or possession of the Product on a fiduciary basis as bailee until such time as the Seller has received in cash or cleared funds payment in full for all the Product delivered to the Buyer under the Contract and any other goods delivered to the Buyer under all other contracts between the Seller and the Buyer for which payment of the full price thereunder has not been paid.
- 8.3 Pending the Buyer acquiring title and property in the Product if so required by the Seller, the Buyer will keep the Product separate and apart from other goods and identified as the Seller's goods.
- 8.4 Pending making payment in full of the purchase price for the Product, the Buyer may deal with the Product only by way of resale in the ordinary course of its business. This authority shall automatically terminate if before title in the Product has passed to the Buyer in accordance with clause 8.1 the Buyer fails to pay by the due date the purchase price of the Product or if the Buyer suspends or threatens to suspend payment of its debts or is unable to pay its debts as they fall due or the Buyer shall commence negotiations with all or any class of its creditors with a view to rescheduling any of its debts or enters into any composition or arrangements with its creditors or if any distress or execution is levied upon any goods or property of the Buyer or if the Buyer commits any act of bankruptcy or if being an incorporated company an application is made to court or an order is made for the appointment of an administrator or if a notice of intention to appoint an administrator is given or an administrator is appointed over the Buyer or a floating charge holder becomes entitled to appoint or has appointed an administrative receiver or if a party becomes entitled to appoint a receiver or a receiver is appointed of the whole or any parts of its undertaking or assets or a petition is filed, a notice is given a resolution is passed or an order is made for or in connection with the winding up of the Buyer or if not being an incorporated company shall have a receiving order made against it or the Buyer suspends or ceases or threatens to suspend or cease to carry on all or a substantial part of its business or if any event occurs or proceedings are taken with respect to the Buyer in any jurisdiction that have an effect equivalent or similar to any of the events mentioned in this clause.
- 8.5 If the Buyer's authority to resell is terminated in accordance with clause 8.4 or if the Seller reasonably believes that any such event as listed in

clause 8.4 is about to happen and notifies the Buyer accordingly then, all the Product in the possession, custody or under the control of the Buyer whether paid for or not shall be returned to the Seller and if the Buyer fails to do so promptly the Seller may enter any premises (whether of the Buyer or any third party) where the same may be to repossess them.

- 8.6 The Seller shall be under no duty to effect or resell at any particular value or price the Product so repossessed but if it does resell, any surplus remaining after satisfaction of the price payable as between Buyer and Seller including any legal expenses incurred by the Seller in the exercise of its under this clause shall be paid to the Buyer.
- 8.7 In the event that the Buyer shall sell or otherwise dispose of the goods prior to the receipt of the price thereof by the Seller such sale or disposal shall be deemed to be a sale or disposal on behalf of the Seller and the proceeds of any such sale or disposal shall be held by the Buyer in trust for and on behalf of the Seller
- 8.8 The proceeds derived from any such sale or disposal as mentioned in above at 8.7 above shall be paid into a separate and readily identifiable bank account until the purchase price of all the Product delivered to the Buyer under the Contract and any other goods delivered to the Buyer under all other contracts between the Seller and the Buyer for which payment of the full price thereunder has not been paid has been satisfied.
- 8.9 The Buyer, if so required by the Seller, shall within 5 days of being so required, assign to the Seller the benefit of any contract by which the Product was sold or disposed by the Buyer.

## 9. Limitation of Liability

- 9.1 The Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price set out in the Sales Order.
- 9.2 The Seller shall not be liable to the Buyer whether in contract, tort (including negligence), breach of statutory duty or otherwise for any (i) loss of profit or anticipated profit (whether direct or indirect), (ii) loss of business or use or commercial opportunity, (iii) any depletion of goodwill or market reputation or (iv) any pure economic loss or any indirect or consequential loss, or any claims for consequential compensation. In each case mentioned in this clause the Seller shall have no liability whatsoever for any such loss (howsoever caused) which arise out of or in connection with the Contract whether or not foreseeable.
- 9.3 In the event that the Seller fails or is delayed in carrying out in full or in part any of its obligations under the Contract the Buyer is precluded from requesting a court to order specific performance from the Seller.
- 9.4 Nothing in these terms and conditions of sale will limit or exclude the Seller's liability (i) for death or personal injury caused by the Seller's negligence or (ii) for fraud or fraudulent misrepresentation or (iii) for any other matter in respect of which it would be unlawful for the Seller to exclude or restrict liability.

9.5 The provisions of this subsection shall continue to apply notwithstanding the termination or expiry of the Contract for any reason whatsoever.

10. Electronic Accompanying Document : ("eAD")

10.1 Forthwith upon receipt and in any event within 20 days of delivery (or such other period as the Seller may in writing specify, to the shipper named in the eAD) the Buyer shall confirm electronically using the EMCS system that the eAD and the product has been received at their custom warehouse, and forward the receipt certificate electronically to its own excise office..

10.2 In the event the Buyers fails to comply with or incorrectly complies with the required eAD clearance required by Clause 10.1 the Buyer shall upon written demand being made by the Seller immediately reimburse in full to the Seller any and all payments which the Seller has paid and/or has liability to pay to Customs and Excise in the country of origin at dispatch named in the eAD and respect of fines, penalties and/or excise duty.

11. Force Majeure

11.1 Neither Seller nor Buyer shall be liable for damages or otherwise for any failure or delay in performance of any obligation hereunder other than the obligation to make payment, where such failure or delay is caused by force majeure. Force majeure for these purposes being any event, occurrence or circumstance whatsoever which is beyond the reasonable control of that party, including without prejudice to the generality of the foregoing, failure or delay caused by or resulting from an act of God, war (declared or undeclared) or the threat or apprehension thereof, act of terrorism, riot, civil disturbance, strike, lockout, fire, explosion, embargoes, destruction of the Product, default of or delay by suppliers or sub-contractors, unavailability of raw materials, government regulation/restriction (however for the avoidance of doubt this does not include an increase of import or export duties or taxes), delay of carrier for any reason (including breakdown or adverse weather), peril of the sea, breakdown of machinery and plant, adverse weather conditions or unavailability of means of transport or transportation facilities, or bankruptcy, insolvency or receivership of vessel owners or sub owners, or any seizure or impounding of vessel by any authority or crew or legal entity with a claim on the vessel or any cargoes on board.

11.2 Such force majeure shall not excuse the Buyer's obligation to make payment for Product already delivered or currently being delivered or on the sea or road.

11.3 If either party is prevented in the performance of any of its obligations under the Contract by a force majeure event that party will forthwith serve notice in writing on the other party specifying the nature and extent of the circumstances giving rise to force majeure. The party claiming the benefit of the force majeure provision will continue to perform the balance of its obligations insofar as it is reasonably able to do so and will use all reasonable endeavours to mitigate the effects of the force majeure event on the performance of its obligations.

11.4 If under the Contract terms the Product is to be delivered by way of a single delivery and the performance of the Contract is hindered or delayed for 40 days or more due to a force majeure event the Seller may give

written notice to the Buyer to cancel the Contract in which case neither party will have any liability to the other except for those rights and liabilities which accrued prior to such cancellation. Unless and until such written notice is given the Contract will continue in full force and effect.

- 11.5 If under the Contract terms Product is to be delivered by instalments and one of the instalments under the Contract is hindered or delayed for 40 days or more due to a force majeure event the Buyer may give written notice to the Seller to cancel the instalment which is affected by force majeure in which case neither party will have any liability to the other for that instalment and all remaining instalments will continue to be made pursuant to the terms of the Contract.

## 12. Assignment and sub-contracting

The Buyer may not assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the other.

## 13. Termination

Without limiting any other rights that may be available to the Seller in the event that the Buyer:

- (a) is subject to any of the events referred to in clause 8.4 which result in termination of the Buyer's authority to deal with the Products
- (b) fails to pay or perform, when due, any obligation to the Seller (including, without limitation, failure to make any payment as required under this Contract or to provide any margin or other security it is obligated to provide) whether under this Contract or otherwise, or
- (c) fails to provide adequate assurance of its ability to perform all of its outstanding obligations to the Seller under this Contract or otherwise within 48 hours (but at least one business day) of demand therefore when the Seller has reasonable grounds for insecurity; or
- (d) is in material or persistent breach of Contract

then in any such event (each, a "Default") the Seller shall have the right, exercisable in its sole discretion and at any time, to terminate and liquidate this and any or all other Contracts then outstanding between the parties by declaring any or all such contracts terminated. Upon such termination the Seller shall calculate its losses and costs (or gains) at such time in Pounds Sterling which the Seller incurs as a result of the termination and liquidation of such transaction(s) including (at the election of the Seller) costs which have been incurred as a result of its maintaining, terminating and/or re-establishing any hedge or related trading positions (as determined by the Seller in a commercially reasonable manner). After netting such losses and costs (or gains) to a single liquidated amount in the event that the amount represents a loss to the Seller such sum will be due and payable by the Buyer to the Seller. Both parties acknowledge that an amount calculated in this manner would represent a genuine pre-estimate of the losses which would be incurred in such circumstances.

The Seller's rights under this clause are in addition to, and without prejudice to any other rights which the Seller may have (whether by agreement, operation of law, in equity or otherwise). If a Default occurs, the Seller may (at its election)



from time to time set off any or all amounts which the Buyer owes to it (whether under this Contract or otherwise and whether or not then due) against any or all amounts which it owes to the Buyer (whether under this Contract or otherwise and whether or not then due), provided that any amount not then due which is included in such setoff shall be discounted to present value as at the time of setoff to take account of the period between the date of setoff and the date on which such amount would have otherwise been due).

After a Default, the Buyer shall be responsible for all costs and expenses incurred by the Seller as a result of that Default (including, without limitation, reasonable legal fees and disbursements).

#### 14. Dispute Resolution

14.1 It is the intention of the parties to settle amicably by negotiation all disagreements and differences of opinion on matters relating to the Contract. Accordingly, it is agreed that the procedure set out in this clause 14.1 shall be followed in relation to any matter of dispute between the parties relating to the Contract.

- (i) If any disagreement or difference of opinion arises out of this contract, then either party may refer the matter to be disposed of as follows:
  - (a) Head of Finance or Head of Logistics at the Seller and the equivalent position at the Buyer shall meet to attempt resolution. Should they not be able to resolve such issue within 21 days of the date on which the matter is referred to them then;
  - (b) A Director of the Seller and the equivalent position at the Buyer shall meet to attempt resolution. Should they not be able to resolve such issue within 21 days of the date on which the matter is referred to them, the dispute resolution process set out in this clause 14 shall be deemed to have been exhausted in respect of the matter in dispute, and each party shall be free to pursue the rights granted to it by this agreement in respect of such matter without further reference to the dispute resolution process.
- (ii) For the avoidance of doubt, this clause 14 shall not prevent either party from seeking injunctive relief in the case of any breach or threatened breach by the other of any obligation of confidentiality or other term of the Contract.

#### 15. Governing Law and Jurisdiction

15.1 The construction, validity and performance of the Contract shall be governed in all respects by English law.

15.2 Subject to clause 14.1 and 15.3 the parties to the Contract irrevocably submit to the exclusive jurisdiction of the courts of England and Wales in respect of any and all disputes arising out of or in connection with the Contract.

15.3 However the Seller shall not be precluded from pursuing arrest, attachment and/or other conservatory, interlocutory or interim actions in any court.

## 16. Miscellaneous

- 16.1 If any provision of the Contract is declared to be wholly or partly invalid, void, voidable, illegal, unenforceable or unreasonable the remainder of the Contract (and of such provision) shall not be affected except to the extent necessary to delete such invalidity, voidness, voidability, illegality, unenforceability, or unreasonableness.
- 16.2 Failure or delay by the Seller in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 16.3 Any waiver by the Seller of any breach of, or any default under, any provision of the contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 16.4 Each of the parties to the Contract shall be responsible for obtaining all consents, authorisations, approvals and assurances of whatsoever nature necessary to enable it to comply with its obligations under the Contract.
- 16.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to the Contract.
- 16.6 Any notice (including any claim) or other communications given to a party under this Contract or in connection with the Contract shall be in writing, in English and in the case of the Seller addressed to the Seller at Studio 2, 58 Waldo Road, London NW10 6AF and if addressed to the Buyer at its registered office (if it is a company) or otherwise its principal place of business or in the case of either party such other address as that party may have specified to the other party in writing in accordance with this clause. Any such notice shall be delivered personally, by courier, by fax or by e-mail. A notice sent by fax or email shall be sent to such fax number or e-mail address as the receiving party shall have specified for the receipt of notices (and in the absence of such number or address having been so specified to such number or address as has been used in connection with the order which is subject to this Contract) A notice shall be deemed to have been received if delivered personally or by courier when left at the address to which it is to be addressed, or if sent by fax or email at 9.00am on the Business Day after transmission or sending provided that no error report has been received. Business Day for the purposes of this clause shall be Monday to Friday excluding bank and public holidays in England.
- 16.7 Each party (the "**Receiving Party**") undertakes to the other that it shall not at any time disclose to any person any confidential information disclosed to it by that other (the "**Disclosing Party**") concerning the business or affairs of the Disclosing Party, including but not limited to information relating to the Disclosing Party's operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and customers (**Confidential Information**), save that the Receiving Party may disclose Confidential Information to its employees, officers, agents, consultants or sub-contractors (**Representatives**) who need to know such information for the purposes of carrying out the party's obligations, provided that the Receiving Party takes all reasonable steps to ensure that its Representatives comply with the confidentiality obligations contained in this clause. The Receiving Party shall be responsible for its

Representatives' compliance with the confidentiality obligations set out in this clause. The Disclosing Party reserves all rights in the Confidential Information and no rights or obligations in respect of the Confidential Information other than those expressly stated in this agreement are granted to the Receiving Party or to be implied from this agreement. Without prejudice to the foregoing the Receiving Party shall use the Confidential Information for no purpose other than the purposes for which it was disclosed by the Disclosing Party to the Receiving Party in accordance with the Contract.

- 16.8 The Contract constitutes the whole agreement and understanding of the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of the Contract.
- 16.9 The United Nations Convention on Contracts for the International Sale of Goods of Vienna April 1980, shall not apply to the Contract.