



## STANDARD TERMS AND CONDITIONS OF SALE OF GOODS

### 1. FUNDAMENTAL PRINCIPLE

- 1.1 Green Metals UK Ltd (GMUK) and Buyer will work together to ensure that sales and purchase transactions (Transactions) purchase orders to be issued to GMUK by Buyer from time to time (Purchase Order) may be made on a continuous and stable basis and may promote the mutual interest and prosperity of both GMUK and Buyer.
- 1.2 GMUK and Buyer shall use their best efforts to establish, develop and maintain, by performance of transactions in good faith, a long-term relationship based on a spirit of mutual trust and co-operation.

### 2. PRODUCTS

- 2.1 The products to be sold and bought under these standard Terms and Conditions (Product) shall be such items or services as are to be specified in the Purchase Order, in which detailed specifications of the product or service can be found.
- 2.2 All sales by GMUK of the Products shall be subject to the standard terms and conditions of GMUK as detailed in this document.

### 3. SPECIFICATION

- 3.1 GMUK reserves the right to make any changes in the specification of Products which are required to conform with any applicable safety or other statutory or EC requirements and/or which do not materially affect their quality or performance.
- 3.2 The Buyer shall indemnify, and keep indemnified, GMUK fully on demand against any and all actions, claims, losses (including without limitation, economic loss, loss of profit, revenue or goodwill) damages, costs (including legal costs) and expenses incurred by, or awarded against, GMUK in connection with, or paid or agreed to be paid by GMUK in settlement of, any claim for alleged infringement of any rights of any third party as a result of the carrying out by GMUK, its servant, subcontractor or agent of any work required to be done to the Products in accordance with the requirements or specifications of the Buyer.

### 4. DELIVER, RISK AND PASSING OF OWNERSHIP

- 4.1 Any dates quoted by GMUK for delivering or making the Products available for collection are approximate only and GMUK shall not be liable for failure to make them available on those dates and time shall not be of the essence in relation to those dates.
- 4.2 Unless otherwise agreed in writing, the Buyer shall insure the Products in the joint names of the Buyer and GMUK from the date of delivery to Buyer against all risks, including but not limited to fire and theft until payment in full for the Products.
- 4.3 Ownership and legal title to the Products will pass to the Buyer only upon whichever is the later of: a) payment of the full Purchase Price for the Products and any other sums payable by Buyer to GMUK, or b) delivery and passing of risk in the Products to the Buyer.
- 4.4 Until ownership and legal title to the Products passes to the Buyer, the Buyer shall, at its expense, store and mark the Products so that the Products can be identified as the property of GMUK and shall keep and handle the Products with care so as to preserve their qualities and shall not acquire or grant any liens or security interest over the whole or part of the Products.

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#### GREEN METALS UK LIMITED

Registered in England No. 06484632

#### Registered Address

13th Floor, 88 Wood Street,  
London EC2V 7DA

#### Burnaston Address

Toyota Motor Manufacturing, Derby DE1 9TA  
Tel: +44 (0)1332 284 820



# GREEN METALS UK LIMITED

## 5. PAYMENT

- 5.1 All sums payable by the Buyer are payable in full without any withholding by way of set-off or counterclaim whatsoever. If there is no or no full payment of the Purchase Price made by the due date, the Buyer shall pay **GMUK** interest at a rate equivalent to 6% per annum above the Bank of England base rate for sterling on the unpaid sum. Such interest shall be compounded each month until payment.
- 5.2 If payment is to be made in full in advance of shipment, receipt of such payment by GMUK shall be a condition precedent to GMUK's obligations. If the method of payment is to be by irrevocable confirmed letter of credit, the Buyer will open this letter of credit in favour of GMUK for the full amount of the Purchase Price with first class banks as a condition precedent to GMUK's obligations, the terms of the L/C to be agreed in advance by GMUK

## 6. WARRANTIES AND LIABILITIES

- 6.1 Save as expressly provided to the contrary, all conditions, warranties and representations express or implied (whether by statute, common law or otherwise) in relation to the Products (apart from terms implied as to title under the Sale of Goods Act 1979) are hereby excluded and GMUK shall be under no liability to the Buyer by reason of any representation, warranty, condition or other term, express or implied by statute, common law or otherwise or of any statutory duty or duty at common law or under the express terms of a contract, for any loss (including loss of profit, income, business, revenue or goodwill, costs, expenses or other claims whatsoever) damage or injury of any kind, direct or indirect, howsoever arising and whether or not caused by the negligence of GMUK or its employees.
- 6.2 Nothing in any sales Agreement shall exclude or limit GMUK's liability for fraud or its negligence to the extent that either of the same may not be excluded or limited as a matter of law.
- 6.3 GMUK's liability in respect of the Products is limited to the higher of the Purchase Price and the replacement cost of the Products. GMUK accepts no liability for any loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings or any indirect or consequential loss or damage of any kind however arising and whether caused by tort (including negligence), breach of contract or otherwise.
- 6.4 The Buyer shall inspect the Products immediately upon receipt and shall notify GMUK in writing within 21 days of receipt if the Products are damaged or do not comply with the relevant Agreement. If the Buyer fails to notify GMUK within this period GMUK shall be released from all liability to the Buyer in respect of the Products.
- 6.5 Subject to the limitations on its liability set out in any Sales Agreement, GMUK warrants that the Products will correspond with GMUK's specification at the time of delivery and will be free from defects in material and workmanship.
- 6.6 The Buyer shall indemnify and hold harmless GMUK against all losses, damages, costs and expenses suffered or incurred or to be incurred by GMUK resulting from any breach by Buyer of its obligations under a Sales Agreement.
- 6.7 The Buyer acknowledges that it does not rely on and shall have no remedy in respect of any statement, representation warranty or understanding (whether negligently or innocently made) of any person which is not expressly set out or referred to in an Agreement save that nothing shall operate to limit or exclude GMUK's liability for fraud.

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## 7. TERM AND TERMINATION

- 7.1 Subject to clause 26 hereof, the term of any SALES AGREEMENT shall begin on and as of the day and year first written and continue for one (1) calendar year, and thereafter shall be automatically extended annually unless, by the end of the original or any extended term hereof, either party gives the other party not less than ninety (90) days written notice of termination.
- 7.2 In the event that a SALES AGREEMENT does not cover every eventuality between Buyer and GMUK for that Agreement or any other Agreement, both parties should meet to discuss sincerely and to arrive at a mutual conclusion. Similarly, if any clause in the SALES AGREEMENT is open to misinterpretation, this should be discussed between both Buyer and GMUK.
- 7.3 Either party may, by written notice to the other party, cancel a SALES AGREEMENT forthwith upon the occurrence of any of the following events or any other comparable event:
- a) If the other party becomes insolvent or enters into a deed of arrangement or commits an act of bankruptcy or compounds with its creditors;
  - b) If a receiving order is made against the other party;
  - c) If a receiver or administrator or administrative receiver is appointed of any of the other party's assets or undertakings or if circumstances arise which entitle the Court or a creditor to appoint a receiver or manager or which entitle the Court to make a winding-up order.
  - d) If the other party commits any breach of a SALES AGREEMENT or any other agreement between the parties and does not correct such breach within twenty (20) days after receipt of written notice from the terminating party specifying such breach.
- 7.4 No Party shall have the right to any monetary payment or any other form of compensation for any damage by reason of the expiration of the relevant Agreement, or termination of the Agreement and/or any Individual Contract under this Article, by mutual agreement or otherwise

## 8. AUTHORITY TO AMEND

Amendments or modifications to a SALES AGREEMENT which have been discussed and agreed by Buyer and GMUK, shall become effective in all cases, only after the issuing of an instrument in writing, which is duly signed by the authorised representatives of both parties. These instruments will normally take the form of 'Addendum' or 'Exclusion' clauses, and will be construed as being an integral part of the SALES AGREEMENT.

## 9. SEVERABILITY

If any of the provisions contained in an Agreement shall be declared invalid, illegal or unenforceable in whole or in part under any applicable law, the validity, legality and enforceability of the remaining provisions or part thereof shall not in any way be affected or impaired.

## 10. CONFIDENTIALITY

All trade or professional secrets or other information disclosed by either party to the other shall remain the property of the disclosing party and neither party shall disclose to any party without the other's consent in writing any secrets or confidential information or working practices which may be revealed to it by the other in connection with an Agreement. Neither party shall use any such information or material for any purpose other than one expressly contemplated in the Agreement. Each party shall on termination of these arrangements for any reason return to the other forthwith (unless otherwise agreed in writing) any documentation and other property in its possession belonging to the other party. Notwithstanding the foregoing, GMUK shall have the right to use in any way GMUK think fit any skills, knowledge, know-how or techniques used or developed in the course of the performance of the agreement.

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The confidential obligation shall not apply if the information sought to be disclosed:

- a) was publicly available or in the public domain at the time it was disclosed to the Receiving Party, or later became publicly available or public domain information through no fault of the Receiving Party;
- b) was imparted by the Disclosing Party in compliance with a legal obligation or at a time when there was no disclosure restriction; or
- c) was lawfully received by the Receiving Party without restriction on disclosure or use from a third is free to make such disclosure on such terms.

## 11. **FORCE MAJEURE**

No Party shall be held liable or responsible for failure or delay in the performance of any of the terms and conditions of any Agreement and/or of the individual contract, if such failure or delay is due to acts of public enemy or war (whether declared or not) or an Act of God such as some sudden and irresistible act of nature that could not reasonably have been foreseen or prevented, for example floods, exceptionally high tides, storms, lightning, earthquakes, epidemics or plagues (collectively “**Force Majeure**”).

The Party who is affected by any Force Majeure shall promptly notify the other Party of the particulars of such Force Majeure and shall use its reasonable endeavours to overcome such Force Majeure.

Notwithstanding the foregoing, occurrence of an event of Force Majeure shall not relieve the Buyer of its obligation to make payment for the Products already delivered hereunder.

## 12. **NO BRIBERY**

- 12.1 Each Party confirms that it understands the importance of anti-bribery laws and will comply and procure that its employees comply with all relevant anti-bribery laws including the Bribery Act 2010.
- 12.2 For the purposes of any Agreement, “bribery” includes, but is not limited to, the promising or granting of or the requesting or receiving of benefits in money or money’s worth to a person with the aim of influencing that person in order to obtain business improperly or gain an improper advantage.
- 12.3 Each Party agrees to keep proper accounting records (approvals, invoices etc.) of payments and financial transactions.
- 12.4 Each Party confirms that, in relation to any Agreement, any act of bribery (as defined above) or any breach of national, EU, or other relevant anti-bribery laws, as well as any serious breach of the above obligation to keep proper accounting records, will be considered as a serious breach of the Agreement, entitling the other Party to terminate the Agreement and/or claim compensation and/or such other remedy as is available to it.

## 13. **DATA PROTECTION**

Each party agrees to handle all personal data in accordance with all applicable data protection legislation and in particular, the Data Protection Act 2018 and the General Data Protection Regulations as may be amended from time to time.

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## 14. ANTI-SLAVERY

The Customer will not engage in any Modern Slavery Practice. The Customer will ensure that its officers, employees, agents, sub-contractors, supply chains and any other persons who perform services for or on behalf of it in connection with any Agreement will:

- a) comply with applicable Anti-Slavery Laws including the Modern Slavery Act 2015;
- b) not do or omit to do any act or thing which constitutes or may constitute an offence under any Anti-Slavery Law;
- c) not knowingly employ child labour or engage in human trafficking, exploitation, slavery, or forced or compulsory labour or any other practice which may constitute an offence under any Anti-Slavery Law and not knowingly appoint or contract with any person who has been convicted of or prosecuted in any jurisdiction in relation to an offence or alleged offence under any Anti-Slavery Law;
- d) not commit any act or omission which causes or could cause Toyota Tsusho to breach, or commit an offence under, any Anti-Slavery Law;
- e) promptly notify Toyota Tsusho UK Ltd of any breach of this clause 17.0.

## 15. ANTI-MONEY LAUNDERING

The Customer must comply with the anti-money laundering regulations as set out in the Proceeds of Crime Act 2002 (POCA) (as amended by the Serious Organised Crime and Police Act 2005 (SOCPA)), the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (MLR 2017) and the Terrorism Act 2000 (TA 2000) (as amended by the Anti-Terrorism, Crime and Security Act 2001 (ATCSA 2001) and the Terrorism Act 2006 (TA 2006)).

## 16. NOTICES

All notices demands and other communications to be given hereunder by either of the parties hereto shall be made in writing by registered mail, or email or telex or facsimile followed by a confirmation letter by a registered mail, to the addresses first mentioned herein above written, or such other address of the other party as may be notified by such other party.

## 17. MISCELLANEOUS

- 17.1 For the purpose of Transactions, any drawings, specifications, manuals, procedures and other documents furnished, specified or approved by GMUK, shall together with any amendment thereto, be deemed to be an integral part of any SALES AGREEMENT.
- 17.2 These Terms and Conditions shall take precedence over any existing or subsequent terms or conditions issued by Buyer, unless these are incorporated into the specific Sales Agreement duly signed by both parties.
- 17.3 Buyer's additional or inconsistent terms or conditions, if any, will not become part of any Purchase Order, unless Buyer and GMUK agree in writing to such terms or conditions. Buyer acknowledges that, unless otherwise agreed upon in writing, Buyer's written acceptance, or its commencement of performance of a transaction constitutes Buyer's acceptance of these Terms and Conditions.

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## **18. GOVERNING LAW, JURISDICTION AND ARBITRATION**

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of England. All disputes or differences arising out of or in relation to any Agreement, or any Individual Contract or breach thereof, which cannot be settled by mutual accord without undue delay, shall be settled by arbitration under the rules of the London Court of International Arbitration. The place of arbitration shall be London, England, UK and the arbitration shall be conducted in the English language. The award thereof shall be final and binding upon the Parties. Alternatively, at the option of GMUK, disputes may be submitted directly to the jurisdiction of the English Courts.

Latest revision date: 26 May 2026

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