

1. Definitions

"Goods" means the goods or services to be supplied under any contract arising from the Supplier's acceptance of the Purchaser's order;

"Purchaser" means Vysiion Ltd;

"Supplier" means the company on whom the order for the Goods and/or Services is placed.

Words in the singular shall include the plural and vice versa.

2. Application

- i. The following terms and conditions shall apply in respect of any order for purchase placed by the Purchaser and entry into performance of the contract by the Supplier shall be deemed to constitute conclusive evidence of the Supplier's acceptance of such terms and conditions. These conditions shall prevail over any other terms or conditions which the Supplier may seek to impose unless expressly accepted in writing by the Purchaser.
- ii. Where the contract is stated by the Purchaser to be subject to any Special Conditions, they shall take precedence over these conditions of purchase in any case where conflict exists.

3. Price, Payment Terms and Invoicing

- i. Unless otherwise specifically stated in the Purchaser's order all prices quoted therein shall be firm and, subject to clause 5, may not be varied except with the Purchaser's express agreement in writing.
- ii. Invoices must be marked for the attention of the Purchaser's Finance Department at the address specified on the Purchaser's order and must state the Purchaser's Order Number, the description and quantities in sufficient detail to identify the Goods covered and include any applicable VAT and the Supplier's VAT registration number.
- iii. Subject to such special terms of payment as may be stated in the order, payment of the price shall be made at the end of the next month following receipt of invoice by the Purchaser or at the end of the next month following completion of delivery in accordance with the terms of the contract whichever is the later. If delivery is made earlier than the due date it shall for this purpose be deemed to have been made on the due date.

4. Drawings and Tools Provided by the Purchaser

- i. All specifications, drawings, technical documents, tooling, equipment and other material provided by the Purchaser to the Supplier as free issue or on loan in connection with the order, or prepared by or for the Supplier at the Purchaser's cost, shall be and remain the property of the Purchaser. Such material shall not without the express written consent of the Purchaser be copied or reproduced or be communicated or made available to any third party or be used except for the purpose of performing the contract.
- ii. All such specifications, drawings, technical documents, tooling, equipment and other material shall be maintained by the Supplier in good condition and the Supplier shall adequately insure the same at the Supplier's cost against all risks until disposed of in accordance with the Purchaser's written instructions. Disposal of such items (other than materials used in the production of Goods) by the Supplier shall only be in strict accordance with the Purchaser's written instructions on completion of the order.

5. Variations

- i. The Purchaser reserves the right to vary the contract at any time or times by notice in writing to the Supplier. If such variation involves an increase or decrease in the quantity of Goods or work specified in the order or in cost or in time for delivery or performance, a fair and reasonable adjustment shall be made in the contract price and/or the time(s) for delivery and the Supplier shall provide all necessary facilities and information to assist the Purchaser in agreeing such adjustment(s). Any claim for adjustment under this clause must be received by the Purchaser within 30 days after the date on which the notice of variation is received by the Supplier.
- ii. No variation or amendment proposed by the Supplier shall be binding upon the Purchaser unless agreed to in writing signed by a duly authorised representative of the Purchaser.

6. Inspection and Testing

- i. The Purchaser shall be entitled to inspect the Goods at any time or times during manufacture.
- ii. The Purchaser shall have the right to reject the Goods, or any of them, upon or following delivery if the Goods or any of them are in any respect defective or not in accordance with the requirements and warranty set out in clause 8. Where Goods are rejected they will be removed by the Supplier forthwith at the Supplier's own expense. The risk in such rejected Goods shall pass to the Supplier immediately upon notification by the Purchaser of such rejection.

7. Delivery

- i. Subject to such special instructions as may be stated in the order the Goods shall be delivered suitably packed and carriage paid at the Supplier's risk to the address specified on the order. The Supplier shall supply with each consignment of Goods an Advice Notice specifying the Purchaser's Order Number and full particulars of the Goods supplied and where such delivery is to other than the Purchaser's premises, a complete copy of all the despatch documents shall be sent to the Purchaser on the day of despatch.
- ii. The Goods shall be delivered by the Supplier at the time or times specified in the order and in this respect time shall be of the essence. Failure so to deliver shall entitle the Purchaser to terminate the contract in whole or in part without liability and the Supplier shall reimburse to the Purchaser the amount of any loss, damage, cost and expense incurred as a result of such failure, including such as results from procurement from another supplier.
- iii. Upon request the Supplier shall provide the Purchaser with information relating to progress with respect to the order.
- iv. The risk and title in the Goods shall remain with the Supplier until delivery to the point specified in the order. Thereafter, risk and title shall pass to the Purchaser.

8. Warranty

- i. The Supplier warrants that the Goods shall conform as regards quantity, quality and description with all the particulars stated in the order and shall be of sound materials, workmanship and design. If samples or patterns are provided or if specifications are quoted the Goods shall also conform to such samples, patterns or specifications. The Purchaser relies upon the skill and judgement of the Supplier and the Supplier

warrants that the Goods shall be fit for the purposes and capable of the performance specified by the Purchaser.

- ii. If within 12 calendar months after delivery of the Goods any of the Goods or parts thereof are found to be defective as to design, materials or workmanship or to be in any respect not in conformity with the requirements and warranty set out in clause 9 i above, the Supplier shall upon notification by the Purchaser to that effect forthwith at the cost of the Supplier remedy such defects or non-conformity or at the option of the Purchaser replace such Goods or parts and deliver the replacements as directed by the Purchaser. In the event of the Supplier failing to remedy the defect in a reasonable time after notification to the Supplier, the Purchaser shall be entitled to remedy the defects or non-conformity or to have them remedied by some other party and if it shall do so the cost of such work shall be reimbursed by the Supplier.
- iii. The provisions of clause 9 ii shall apply to the Goods or parts remedied and to the replacements until the expiry of 12 calendar months from the date on which the remedial work is completed and (in the case of replacements) until the expiry of 12 calendar months from the date of delivery of the replacements.
- iv. The Supplier shall indemnify the Purchaser and insure against all liability, loss, damage, cost and expense which the Purchaser may sustain or incur, and against all claims and proceedings which may be made or brought against the Purchaser, as a consequence of the supply of such defective or non-conforming Goods or parts.

9. Patents and Design Rights

- i. If any Goods, apparatus, devices or processes supplied under the contract or used in connection therewith shall (whether alone or in combination with other such Goods, apparatus, devices or processes or anything else) infringe or be alleged to infringe any patent, registered design, trade mark, copyright or other intellectual or industrial property right the Supplier shall indemnify the Purchaser against all claims, damages, loss, expenditure and liability which may be made against the Purchaser or which the Purchaser may sustain or incur by reason of or in connection with such infringement or alleged infringement. This indemnity shall not extend to Goods, apparatus, devices or processes made or used in accordance with the Purchaser's own specifications, drawings or designs, or supplied by the Purchaser.
- ii. The Purchaser shall be entitled to terminate the Contract in whole or in part and without liability should any allegation of any such infringement be made.

10. Confidentiality

The order and the subject matter thereof together with all information or samples supplied by the Purchaser and relating in any way to the Purchaser's business, processes, research or property shall be treated as and kept confidential by the Supplier and the Supplier shall not disclose any of them or any details concerning them for any purpose whatsoever (including advertisements, display or publication) without the Purchaser's prior consent in writing, nor shall the Supplier use any of them except for the purpose of performing the contract.

11. Rights of Termination

Without prejudice to any of its other rights or remedies, the Purchaser may terminate the contract immediately if the Supplier is unable to pay its debts as they become due, makes any voluntary arrangement with its creditors or becomes bankrupt, insolvent or the subject of a dissolution, administration order or has a receiver, manager or administrative receiver appointed over its assets or any part of its business or has a winding-up order made against it or goes into liquidation or if anything having a substantially similar effect to such events occurs.

12. Supplier's Liability

- i. The Supplier shall not limit or exclude its liability for:
 - a. death or personal injury caused by its negligence; or
 - b. fraud or fraudulent misrepresentation; or
 - c. any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - d. any other liability which cannot be excluded or limited by Law.
- ii. The Supplier shall comply at its own expense with all Acts of Parliament and all statutory orders, regulations and bye-laws applicable to the contract.

13. Force Majeure

Neither party shall be responsible for any failure or delay in performing its obligations under the contract or any part thereof due to or principally due to act of God, embargo or government act, fire, accident, war, riot, inclement weather, strikes, lockouts, trade disputes or labour troubles, breakdown of plant machinery, inability to obtain adequate labour, materials or manufacturing facilities or any other cause whether of a similar nature or not beyond the control of the party in question.

14. Assignment

The Supplier shall not assign or sub-contract any of its obligations hereunder without the prior written consent of the Purchaser.

15. Third Party Rights

A person who is not a party to the contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the contract. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

16. Law

The contract shall be governed by and construed in all respects in accordance with English Law and shall be subject to the exclusive jurisdiction of the English Civil Courts in so far as any disputes arising under or in connection with the contract are concerned. These conditions are additional to any rights attaching to the Purchaser under statute or common law and are not in substitution therefor.