

MARLBOROUGH COMMUNICATIONS LIMITED

Standard Terms and Conditions of Sale

THE PURCHASER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CONDITION 9.

1. DEFINITIONS

In these Conditions, the following definitions apply:

Commencement Date: as defined in Condition 2.1.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with Condition 15.3.

Contract: the contract between the Supplier and the Purchaser for the supply of Goods and/or Services in accordance with these Conditions.

Deliverables: the deliverables set out in the Purchase Order.

Delivery Location: as defined in Condition 4.1.

Force Majeure Event: an event falling within the scope of Condition 14.

Goods Specification: any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Purchaser and the Supplier.

Goods: the goods (or any part of them) set out in the Purchase Order.

Intellectual Property Rights: patents, rights to inventions, copyright and related 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.

Purchase Order: the Purchaser's order for the Goods and/or Services, as set out any purchase order or other document or communication from the Purchaser, or the Purchaser's written acceptance of the Supplier's quotation, as the case may be.

Purchaser: the person or firm who purchases the Goods and/or Services from the Supplier.

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

Services: the services, including the Deliverables, supplied by the Supplier to the Purchaser as set out in the Service Specification.

Supplier: Marlborough Communications Limited registered in England and Wales with company number 01507639.

2. BASIS OF CONTRACT

2.1 The Purchase Order constitutes an offer by the Purchaser to purchase Goods and/or Services in accordance with these Conditions. The Purchase Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Purchase Order (**Sales Acknowledgment**), at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.2 The Contract constitutes the entire agreement between the parties. The Purchaser acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.

2.3 If the Purchaser purports to cancel the Contract, the Purchaser acknowledges and agrees it shall remain liable to pay for any Goods in the course of manufacture, ready for delivery or already delivered or any Services already provided. A Contract for special or custom Goods shall be non-cancellable.

2.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and/or Services described in them. They shall not form part of the Contract or have any contractual force.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Purchaser seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.6 Any quotation given by the Supplier (**Sales Quotation**) shall not constitute an offer and is only valid for a period of 30 days from its date of issue unless stated otherwise.

2.7 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. PRICES AND PAYMENT

3.1 The price for Goods shall be the price set out in the Sales Quotation or Sales Acknowledgement, and that price is exclusive of import duties but includes insurance and shipping charges, unless specified otherwise.

3.2 Unless agreed otherwise in writing, the charges for Services shall be the fixed price set out in the Sales Quotation or Sales Acknowledgement. Any fixed price contained in a Sales Quotation or a Sales Acknowledgement includes the Supplier's expenses unless agreed otherwise.

3.3 Unless a fixed price is tendered or agreed in writing by the Supplier prior to acceptance of the Purchase Order, the Supplier reserves the right to increase the price of the Goods and/or Services, by giving notice to the Purchaser at any time before delivery or supply, to reflect any increase in the cost of the Goods and/or Services to the Supplier that is due to: (a) any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs); (b) any request by the Purchaser to change the delivery date(s), quantities or types of Goods and/or Services ordered; or (c) any delay caused by any instructions of the Purchaser in respect of the Goods and/or Services or failure of the Purchaser to give the Supplier adequate or accurate information or instructions in respect of the Goods and/or Services.

3.4 Purchase Orders accepted in a currency other than GB Pounds Sterling will be invoiced in the currency of the Purchase Order and the Purchaser must remit payment in the same and not convert the sum due into GB Pounds Sterling unless agreed otherwise in writing by Supplier.

3.5 The Purchaser acknowledges that Purchase Orders are subject to credit approval by the Supplier. The Supplier may, in its sole discretion and at any time, change the terms of the Purchaser's credit, require payment in cash, bank wire transfer or by official bank cheque and/or require payment of any or all amounts due or to become due under the Contract before shipment of any or all of the Goods. If the Supplier believes in good faith that the Purchaser's ability to make payments may be impaired, or if the Purchaser should fail to pay any invoice when due, the Supplier may, without prejudice to any other right or remedy it may have, suspend delivery of any order or any remaining balance thereof until such payment is made, or cancel any order or any remaining balance thereof, and the Purchaser shall remain liable to pay for any Goods already shipped and all bespoke or customised Goods ordered by the Purchaser. The Purchaser agrees to submit such financial information from time to time as may be reasonably requested by the Supplier for the establishment and/or continuation of credit terms.

3.6 Subject to the preceding paragraph, the Supplier shall: (a) in respect of Goods, invoice the Purchaser on or at any time after completion of delivery; and (b) in respect of Services, invoice the Purchaser either on completion of the Services, or where the Supplier has agreed to accept staged payments, on the dates set out in the Sales Acknowledgment.

3.7 The Purchaser shall pay each invoice submitted by the Supplier in accordance with the credit and payment terms agreed with the Supplier or, if none are expressly agreed, within 30 days of the date of the invoice and in full and in cleared funds to a bank account nominated in writing by the Supplier. Time for payment shall be of the essence of the Contract.

3.8 All amounts payable by the Purchaser under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Purchaser, the Purchaser 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.

3.9 If the Purchaser fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Purchaser shall pay interest on the overdue amount at the rate of 4% per annum above Barclays Bank Plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Purchaser shall pay the interest together with the overdue amount.

3.10 The Purchaser shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Purchaser against any amount payable by the Supplier to the Purchaser.

3.11 The Supplier's demand for the return or recovery of Goods shall not discharge the Purchaser's liability to pay the whole of the invoice or prejudice the right of the Supplier to issue proceedings for the whole invoiced amount plus legal costs and expenses.

3.12 Cheques are accepted subject to collection and the date of collection shall be deemed the date of payment. Any cheque received from the Purchaser may be applied by the Supplier against any obligation owing from the Purchaser to the Supplier, regardless of any statement appearing on or referring to such cheque, without discharging the Purchaser's liability for any additional amounts owing from the Purchaser to the Supplier, and the acceptance by the Supplier of such cheque shall not constitute a waiver of the Supplier's right to pursue the collection of any remaining balance. If the Purchaser fails to make payment when due, the Supplier may, without prejudice to any other right or remedy it may have, pursue any legal equitable remedies, in which event the Supplier shall be entitled to reimbursement for costs of collection and reasonable legal fees.

4. DELIVERY

4.1 The Supplier shall deliver the Goods to the location set out in the Purchase Order or such other location as the parties may agree (**Delivery Location**) at any time after the Supplier notifies the Purchaser that the Goods are ready.

4.2 All shipments by the Supplier are CIP Incoterms 2010 paid unless stated EXW Incoterms 2010, in which case all transportation charges, duties and other costs shall be paid by the Purchaser in addition to the price of the Goods. The named place of destination or named place of delivery, as required under the relevant Incoterm 2010, shall be stated in the Purchase Order. The Supplier shall, in any event, make selection of the carrier and delivery route.

4.3 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by any factor beyond its reasonable control, including but not limited to, a Force Majeure Event or the Purchaser's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.4 The Purchaser shall not be entitled to reject the Goods if the Supplier delivers slightly more or less than the quantity of Goods ordered, but a pro-rata adjustment shall be made to the Purchase Order invoice on receipt of notice from the Purchaser that the wrong quantity of Goods was delivered.

4.5 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 Purchaser to cancel any other instalment.

5. TITLE AND RISK

5.1 The risk in the Goods shall pass to the Purchaser on completion of delivery.

5.2 Title to the Goods shall not pass to the Purchaser until the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Purchaser in respect of which payment has become due. Until title to the Goods has passed to the Purchaser, the Purchaser shall: (a) store the Goods separately from all other goods held by the Purchaser so that they remain readily identifiable as the Supplier's property; (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; (c) 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; (d) notify the Supplier immediately if it becomes subject to any of insolvency, administration, bankruptcy, or receivership proceedings or order, or any other proceedings or order arising as a consequence of debt; and (e) give the Supplier such information relating to the Goods as the Supplier may require from time to time.

5.3 If, before title to the Goods passes to the Purchaser, the Purchaser becomes subject to insolvency, administration, bankruptcy, or receivership proceedings or order, or any other proceedings or order arising as a consequence of debt, then, without limiting any other right or remedy the Supplier may have: (a) the Purchaser's right to resell Goods or use them in the ordinary course of its business shall cease immediately; and (b) the Supplier may at any time: (i) require the Purchaser to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and (ii) if the Purchaser fails to do so promptly, enter any premises of the Purchaser or of any third party where the Goods are stored in order to recover them.

6. ACCEPTANCE AND RETURN OF GOODS

6.1 The Purchaser shall be responsible for inspection and acceptance of the Goods. The Purchaser shall be deemed to have accepted the Goods unless written notice of rejection is received by the Supplier within 5 days after delivery of the Goods. The Purchaser waives any right to revoke acceptance after such period.

6.2 The Purchaser shall report any discrepancy in shipment quantity or damage within 5 days after delivery of the Goods. The Purchaser accepts that the Supplier is not responsible for damage due to the Purchaser's non-compliance with special handling or inspection warnings on packages containing optical components, electrostatic sensitive products or products requiring specialist inspection techniques or environments.

6.3 If the Purchaser receives damaged packages, the Purchaser may return the relevant package to the carrier or, if accepting the package, the Purchaser must advise the carrier in writing no later than 3 days after receipt that the package was damaged upon receipt and the contents were unexamined at the time of receipt. Purchaser should retain all packaging materials and containers for examination by the Supplier's insurers and provide a damage assessment report in writing to the Supplier within 5 days. The Supplier will not be liable to compensate the Purchaser for transit damaged goods or otherwise where the carrier can produce evidence that the goods were received in good condition.

6.4 The Supplier will not accept the return of Goods without a Return Material Authorisation (**RMA**) number, which may be issued by Supplier in its sole discretion. The Purchaser, when returning Goods, must: (a) do so using the original manufacturer's shipping cartons complete with all packaging materials; and (b) send them freight prepaid in the manner specified in the RMA. If returned Goods are claimed to be defective, the Purchaser must include a complete description of the nature of the defect with the returned Goods. The Supplier will return those Goods not eligible for return to the Purchaser on a "freight collect" basis.

7. QUALITY OF GOODS

7.1 The Supplier warrants that on delivery the Goods shall: (a) conform in all material respects with their description and any applicable Goods Specification; and (b) be free from material defects in design, material and workmanship. **THE SUPPLIER MAKES NO WARRANTY REGARDING THE GOODS SUITABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE, OR INFRINGEMENT OF A THIRD PARTY'S RIGHTS.**

7.2 If: (a) the Purchaser gives notice in writing within a reasonable time of discovery that some or all of the Goods do not comply with the warranties set out in this Condition 7; (b) the Supplier is given a reasonable opportunity of examining such Goods; and (c) the Purchaser (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Purchaser's cost, the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

7.3 The Supplier shall not be liable for the Goods' failure to comply with the warranties in this Condition 7 if: (a) the Purchaser makes any further use of such Goods after giving a notice in accordance with this Condition 7; (b) the defect arises because the Purchaser failed to follow the Supplier's oral

or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; (c) the defect arises as a result of the Supplier following any drawing, design or Goods Specification supplied by the Purchaser; (d) the Purchaser alters or repairs such Goods without the written consent of the Supplier; (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or (f) the Goods differ from their description or the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

7.4 Except as provided in this Condition 7, the Supplier shall have no liability to the Purchaser in respect of the Goods' failure to comply with the warranties set out in this Condition 7.

7.5 This Condition 7 shall apply to any repaired or replacement Goods supplied by the Supplier.

8. SUPPLY OF SERVICES

8.1 The Supplier shall provide the Services to the Purchaser in accordance with the Service Specification in all material respects.

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

8.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Purchaser in any such event.

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

9. LIMITATION OF LIABILITY

9.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for: (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; (b) fraud or fraudulent misrepresentation; or (c) any other liability which may not be lawfully excluded or limited.

9.2 Subject to the preceding paragraph: (a) the Supplier shall under no circumstances whatever be liable to the Purchaser, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and (b) the Supplier's total liability to the Purchaser in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the aggregate price paid by the Purchaser for the Goods and/or Services giving rise to such claim.

9.3 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

9.4 The Purchaser 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 and other professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier arising from or in connection with the Supplier's compliance with the Purchaser's designs, specifications or instructions, or modification of any Goods or Deliverables by parties other than the Supplier, or use in combination with other products.

9.5 This Condition 9 shall survive termination of the Contract.

10. USE OF GOODS OR DELIVERABLES IN LIFE SUPPORT, NUCLEAR AND CERTAIN OTHER APPLICATIONS

10.1 Goods sold or Deliverables supplied by the Supplier are not designed, intended or authorised for use in life support, life sustaining, nuclear, or other applications in which the failure of such Goods or Deliverables could reasonably be expected to result in personal injury, loss of life or catastrophic property damage. If the Purchaser uses or sells the Goods or Deliverables for use in any such applications: (a) the Purchaser acknowledges that such use or sale is at the Purchaser's sole risk; (b) the Purchaser agrees that the Supplier and the manufacturer of the relevant Goods are not liable, in whole or in part, for any claim or damage arising from such use or sale; and (c) Purchaser agrees to indemnify, defend and hold Supplier and the manufacturer of the relevant Goods harmless from and against any and all claims, damages, losses, costs, expenses and liabilities arising out of or in connection with such use or sale.

11. EXPORT CONTROL

11.1 The Purchaser is responsible for obtaining, at its own cost, such export and import licences and other consents in relation to the Goods as are required from time to time and, if required by the Supplier, the Purchaser shall make those licences and consents available to the Supplier prior to the relevant shipment.

11.2 The Purchaser shall acquaint itself and to comply with all applicable requirements and restrictions imposed by law or by governmental and other authorities or corporations relating to the possession, use, import, export, or resale of the Goods. The Purchaser shall ensure that no Goods are exported or imported in violation of the laws of any jurisdiction into or through which the Goods are transported during the course of reaching their ultimate destination. Where necessary, the Purchaser shall inform the Supplier at a reasonable time before delivery of any documents which it is necessary for the Supplier to provide in order to allow export of the Goods in compliance with the laws of any relevant jurisdiction.

12. STATEMENTS AND ADVICE

12.1 If the Supplier offers or gives statements or advice (in either case, technical or otherwise), to the Purchaser, such statements or advice shall be deemed to be given as an accommodation to the Purchaser and without charge and the Supplier shall have no responsibility or liability to the Purchaser (or any third party) for the content, reliance on, or use of such statements or advice.

13. INTELLECTUAL PROPERTY

13.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier.

13.2 The Purchaser acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Purchaser's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Purchaser.

13.3 All materials, equipment, documents and other property of the Supplier are the exclusive property of the Supplier.

13.4 If the Contract provides for the Supplier to supply software to the Purchaser, the Purchaser acknowledges and agrees the use and rights in such software shall be subject to the terms and conditions set out in the licence agreement accompanying such software. Nothing in the Contract shall be construed to grant any rights or license to use any software in any manner or for any purpose not expressly permitted by such licence agreement.

14. FORCE MAJEURE

14.1 The Supplier shall not be liable for failure to fulfil its obligations under the Contract or for delays in delivery or performance due to causes beyond its reasonable control, including, but not limited to, acts of God, natural disasters, acts or omissions of other parties, acts or omissions of civil or military authority, Government priorities, changes in law, material shortages, fire strikes, floods, epidemics, quarantine restrictions, riots, war, acts of terrorism, delays in transportation or inability to obtain labour or materials through its regular sources. The Supplier's time for performance of any such obligation shall be extended for the time period of such delay or the Supplier may, as its option, cancel any Contract or remaining part of it without liability by giving notice of such cancellation to Purchaser.

15. GENERAL

15.1 No waiver of any term of the Contract by the Supplier shall be deemed to be a further or continuing waiver of any other term of the Contract.

15.2 Notices shall be in writing and in English and shall be sent by facsimile or email, or by first class pre-paid post or other next working day delivery service, or by pre-paid airmail (providing proof of delivery) addressed to the respective party's address as it appears in the Purchase Order, or, if none is given, to the respective party's registered office (if a company) or its principal place of business (in any other case). Notices served by facsimile or email shall be deemed received immediately following despatch provided that the serving party sends a confirmatory copy of the notice by post within 24 hours. Notices served by domestic postal services shall be deemed to have been received 48 hours after despatch, and those served by airmail shall be deemed to have been received 5 days after despatch. This Condition 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.

15.3 Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed on behalf of the Supplier by a person duly authorised and known to the Purchaser to be so authorised by the Supplier.

15.4 Neither party may assign, transfer, mortgage, charge 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 party, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, the Purchaser acknowledges and agrees the Supplier's obligations under the Contract may be performed by divisions, subsidiaries, affiliates or sub-suppliers of the Supplier.

15.5 A person who is not a party to the Contract shall not have any rights to enforce its terms.

15.6 The Contract shall be binding on the Purchaser and the Supplier and their respective successors and permitted assigns.

15.7 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Condition shall not affect the validity and enforceability of the rest of the Contract.

15.8 The Contract shall be governed by and construed in accordance with the law of England and Wales, and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract. The United Nations Convention for the International Sale of Goods shall not apply.

16. DISPUTE RESOLUTION

16.1 In the event of any dispute relating to the interpretation, application or execution of any sales order issued, arising between the parties that cannot be reasonably resolved in a timely fashion at the operational level of each business, the dispute shall be escalated to the most senior executive manager of each of the parties responsible to his or her business for review and negotiations in good faith. Each of the operational managers shall prepare and deliver a written report for and to his or her senior executive manager (with a copy to the operational and senior executive managers of the other party) summarising the dispute, attempts made to date to resolve the dispute and his or her proposed solution to the dispute at least 3 working days before the scheduled date of the first meeting or telephone conference between the senior executive managers.

16.2 If the dispute cannot be resolved through good faith negotiations between the senior executive managers within 10 working days of the first meeting or telephone conference, the dispute shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which Rules are deemed to be incorporated by reference into this Condition. The number of arbitrators shall be one. The seat or legal place of arbitration shall be London. The language to be used in the arbitration shall be English.

MARLBOROUGH COMMUNICATIONS LIMITED 2024