

Stanelco RF Technologies Limited

Terms and Conditions of sale

1. GENERAL

- 1.1 Unless otherwise agreed in writing, these conditions of sale (“**Conditions**”) apply exclusively to each transaction (“**Contract**”) for the sale of goods (“**Goods**”) by the Company to a purchaser of Goods (“**Purchaser**”) (together “**the Parties**”).
- 1.2 The headings used are for convenience only and do not affect the interpretation of these Conditions.
- 1.3 Any dispute or question unresolved between the Parties shall be referred in London to a single arbitrator to be agreed or failing agreement to be nominated by the President for the time being Institution of Electrical Engineers and every such reference shall be deemed to be a reference to arbitration within the meaning of the arbitration act 1950 or any statutory modification or re-enactment thereof for the time being in force.
- 1.4 Each Contract will only confer rights and benefits on the Company and the Purchaser and no third party will acquire any rights or benefits under the Contract or these Conditions.
- 1.5 The Company is a subsidiary of Biome Technologies Plc. Accordingly it may perform any of its obligations or exercise any of its rights under these Conditions and each Contract by itself or through any other Company that is also a subsidiary of Biome Technologies Plc.
- 1.6 The Contract may not be assigned by the Purchaser but the Company may assign or sub contract all or any of its rights or obligations.
- 1.7 Any waiver by the Company of any breach of the Contract by the Purchaser will not be treated as waiving any subsequent breach of the same or any other provision.
- 1.8 Any notice given under these conditions must be in writing and be addressed to the registered office or principal place of business of the addressee or any other address as may at the relevant time have been notified of the correct address to service the documents. Any notice must be given by hand or sent by first class (airmail if overseas) recorded delivery post. E-mail is not effective notice. Notices may be faxed provided they are also sent in accordance with this Condition.

2. QUOTATION AND SPECIFICATION

- 2.1 All quotations and specifications are subject to alteration and to withdrawal without notice and do not constitute an offer by the Company and no order shall result in a binding Contract unless accepted by the Company. Any Contract arising shall be subject to these terms and conditions in their entirety unless expressly varied or excluded by the Company in writing and these terms and conditions shall prevail over all other Conditions, warranties and representations, whether expressed or implied, statutory or otherwise and any purported provisions to the contrary are hereby excluded.

3. ORDERS, SCHEDULES, CANCELLATIONS AND RETURN OF GOODS

- 3.1 All verbal orders or instructions must be confirmed to the Company in writing within 5 working days. Orders for spread deliveries must state clearly the period over which delivery is required, together with details of monthly requirements. No cancellations, changes of order, return of goods or reductions in delivery periods can be accepted without the Company’s written consent. Times quoted for delivery represent the Company’s estimates only and are given in good faith at the time of quoting. The Company cannot accept any liability in respect of failure to meet such estimated delivery dates and times shall not be deemed to be of the essence of the Contract.

4. PRICE AND PAYMENT TERMS

- 4.1 The price of the Goods (“**the Price**”) is the price contained in the Company’s non binding quotation or if no price is quoted, the current list price of the Goods and is exclusive of VAT, delivery, packaging, carriage and insurance. The Company’s entitled to increase the Price at any time before the Contract is

accepted by the Company to reflect any increase in its costs because of any factor beyond its control or any changes in delivery dates, quantities, or specifications requested by the Purchaser or any delay caused by the Purchasers failure to provide adequate information or instruction.

- 4.2 Unless the Parties agree otherwise, the Purchaser will pay the price (whether or not the Company has formally demanded it) within 30 days after date of the invoice, or 30 days after date of despatch of the Goods, whichever is the later.
- 4.3 If the Price (plus VAT and other applicable charges) is not paid in full when due then, without affecting any of the Company’s other rights or remedies, the Company may cancel the Contract and/or suspend any further deliveries; charge interest at 6% per year above Barclays Bank base rate at the time on all unpaid amounts; withdraw all credit facilities extended and require immediate payment of all outstanding invoices whether or not due for payment; and/or cancel and withdraw any trade discount allowed on the Price.
- 4.4 Unless otherwise agreed, the Price shall be paid in Pounds Sterling.
- 4.5 In the event of any delay or delays in manufacture, despatch or delivery which are attributable to the Purchasers actions or failure to act, the Purchaser at the sole discretion of the Company shall either make payment to the Company in accordance with the above as if the goods had been delivered at the times specified, but for such a delay or delays such delivery would have taken place, or will make a partial payment to the Company in accordance with the above based upon the proportion of the Contract completed at the date of and to from the date of which the delay was notified.
- 4.6 If any payment falls into arrears the Company shall have the right to cancel or postpone performance of the Contract wholly or in part and to be paid immediately for performance of the Contract to date.
- 4.7 No claim by the Purchaser under warranty or otherwise shall entitle the Purchaser to any deduction, retention or withholding of any part of any sums due for payment here under. The Purchaser shall not be entitled to any set off of obligations within or between Contract with the Company.

5. DELIVERY

- 5.1 Delivery to persons in the UK will, unless otherwise agreed, be made at the Company’s premises when the Goods are handed over to the Purchaser, its agent or carrier. If the Company agrees to deliver the Goods to somewhere other than its premises, the Purchaser will pay for carriage, insurance and any other applicable delivery charges. The export terms in condition 7 apply to Goods to be delivered outside of the UK.
- 5.2 If the Purchaser fails to take delivery of the Goods or fails to give adequate delivery instructions then, without affecting any of the Company’s other rights or remedies, the Company may invoice the Purchaser and store the Goods until actual delivery and charge the Purchaser for the reasonable costs (including insurance) of storage. The Company may, after 30 days, sell the Goods at the best price readily obtainable and (after deducting reasonable storage and selling expenses) account to the excess over the Price to the Purchaser or charge the Purchaser the amount of any shortfall.
- 5.3 Any claim by the Purchaser for non or incorrect delivery (whether or not delivery is refused by the Purchaser) must be notified to the Company within 10 days from the scheduled delivery date. If delivery is not refused, and the Purchaser does not notify the Company accordingly, the Purchaser is not entitled to reject the Goods and the Purchaser must pay the price (plus VAT and other applicable charges) as if the Goods had been delivered in accordance with the Contract.
- 5.4 The Company reserve the right to deliver Goods by instalments and in such event each instalment shall be treated as invoiceable under this Contract and Goods so delivered shall be paid for in accordance with Clause 4.

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6. RISK AND PROPERTY

- 6.1 Risk of damage to or loss of the Goods passes on delivery or, if the Purchaser fails to take delivery without good cause, at the time when delivery is tendered.
- 6.2 Property of the Goods does not pass to the Purchaser until the Company has received full payment of the Price (plus VAT and other applicable charges) and all other sums due to the Company from the Purchaser. Until property of the Goods passes to the Purchaser, it will hold the Goods as the Company's fiduciary agent and bailee and will keep the Goods separate from its goods and those of third parties, properly stored, protected, insured and identified as the Company's property; and the Purchaser will not pledge or charge the Goods by way of security or otherwise. Breach of any of the provisions of this Condition will result in all money owing by the Purchaser to the Company (without affecting any of the Company's other rights or remedies) becoming immediately due and payable. Once property of the Goods has passed to the Purchaser, it is entitled to resell or use the Goods in the ordinary course of its business. The Company may, before property of the Goods passes, require the Purchaser to deliver up the Goods to it and, if the Purchaser fails to do so, may repossess the Goods. The Purchaser grants the Company an irrevocable licence to enter, with or without vehicles, any of its premises for the purpose of inspecting or repossessing the Goods.

7. IMPORT / EXPORT TERMS

- 7.1 ("Incoterms") means The International Rules for the Interpretation of Trade Terms 2000.
- 7.2 Where the Goods are supplied for export from the United Kingdom, the provisions of this condition 7 apply (subject to any special terms agreed in writing between the Parties) and any term or expression which is defined in or given a particular meaning by the provisions of Incoterms has the same meaning in these Conditions, unless there is any conflict, in which case these Conditions will prevail.
- 7.3 The Goods will be delivered Ex-works, unless agreed otherwise. These Conditions shall prevail in the event of a dispute.
- 7.4 Payment of all amounts due to the Company must either be made in advance of despatch or by irrevocable Letter of Credit opened by the Purchaser in favour of the Company and confirmed by a bank acceptable to the Company.
- 7.5 The Purchaser is responsible for ensuring that the Goods comply with the laws and regulations of the country to which it requires the Goods to be supplied and for obtaining the necessary export/import licences. The Purchaser will not hold the Company liable for any failure to comply with those laws and regulations or to obtain the necessary licences.

8. INSTALLATION AND COMMISSIONING

- 8.1 The Company shall supply to the Purchaser adequate information concerning the environmental and operational requirements of the Goods to allow the Purchaser to fulfil its obligation to carry out the necessary preparation of its premises to enable delivery, installation and commissioning of the Goods. The Purchaser shall bear any additional costs incurred due to its failure to prepare the premises as required. The Purchaser shall afford to the Company's authorised personnel or agents or sub contractors such access to the Purchaser's premises as maybe necessary for the delivery, installation and commissioning of the Goods and will use its best endeavours to ensure that when on the Purchaser's premises, the Company's employees, or agents or sub contractors are not interfered with and that their working conditions are to the highest standards of safety. The Company shall install the Goods to the Purchaser's reasonable requirements and commissioning shall be deemed complete upon the Purchaser's signature of acceptance that the Company's standard tests have been concluded to the Purchaser's satisfaction.

9. SPECIAL REQUIREMENTS

- 9.1 Unless otherwise stated, the Goods will be of the Company's appropriate current standard finish. Design details of Goods subject to progressive improvement and modifications may be incorporated without notice.
- 9.2 In the case of Goods made especially to the Purchaser's specifications, the Company reserve the right to deliver any uncalled balance of the Contract at any time after two (2) months from the expiry of the agreed delivery period. Any semi-manufactured parts and any special materials purchased by the Company in good faith for execution of such a contract left on hand due to cancellation of all or part of the Contract will be paid for by the Purchaser.
- 9.3 All prices are quoted exclusive of value added tax ("VAT") and VAT will be added to all invoices as at the rate applicable on the tax point date, which date shall be the date of the invoice. Notwithstanding any offer, quotation, tender price or pricelist are subject to alteration without notice and Goods will be invoiced at prices ruling at the date of despatch. Where before delivery or the date of the invoice, whichever is the earlier, the Goods can be subject to any additional duty, VAT or any other tax or surcharges, in excess of the sum specified such liabilities in the Company's quotation or invoice, the Purchaser shall be charged and will pay such extra duty, tax or surcharge.
- 9.4 Other than orders for delivery of spare parts within the United Kingdom, all prices are exclusive of charges to packaging. No liability will be accepted for failure to pack to any particular standard or against particular risks unless the requirements of such packaging is specifically brought to the Company's attention, accepted by the Company and paid for by the Purchaser.

10. GOODS DAMAGED IN TRANSIT

- 10.1 Where the transport of the Goods has been arranged by the Company and the Goods are damaged in transit, the Purchaser shall give notice to the Company within three (3) working days after delivery. The Company's liability shall be limited to repair; replacement or refund of the purchase price applicable of the Goods at the Company's sole option provided always that notice is given in accordance with the above.

11. PERFORMANCE AND WARRANTY

- 11.1 Except as set out below, the Company warrants that the Goods will correspond to their specification at the time of delivery. All other warranties, conditions or other terms implied by statute or common law (including fitness for purpose) are excluded to the fullest extent permitted by law. This warranty is not transferable in any way.
- 11.2 The warranty given in Condition 11 does not apply in respect of any claims:
 - 11.2.1 Which may arise from the use of the Goods in connection with any process of manufacture or repair or from their use with any materials which are, in the Company's opinion, unsuitable, or with jigs, dies, electrodes, handling fixtures and other ancillary equipment not of the Company's manufacture.
 - 11.2.2 Where there is a failure to use, mix, apply, install, operate or maintain the Goods as instructed by the Company, or where the Goods have been used other than for their intended purpose (are set out in the applicable information sheet) or where the Goods have been modified; or
 - 11.2.3 In respect of fair wear and tear of any defect in the Goods arising from a design, drawing or specification supplied by the Purchaser or on the Purchaser's behalf.
- 11.3 No warranty claim may be made if: the Purchaser has not paid the Price in full; the Goods were not installed by a suitably qualified professional (where applicable); the Purchaser can not

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provide proof of purchase; or the Goods have been sold or transferred in any way. Replacement goods are only warranted for the period of the original Goods, warranty and defective parts replaced will become the Company's property.

- 11.4 Where a valid warranty claim is made in respect of any Goods, the Company can choose either to repair or replace the Goods (or the part in question) free of charge or grant credit to or refund to the Purchaser the Price of the Goods (or a proportionate part of the Price) at the Company's absolute discretion, but the Company will have no further liability to the Purchaser under the warranty. This is the Purchaser's sole remedy in respect of the Goods.
- 11.5 Should the Purchaser notice any defects in the Goods upon delivery, the Purchaser shall notify the Company of such defect as soon as possible, but in any event, no later than 5 working days from the date of receipt of the Goods.

12. LIMITATION OF LIABILITY

- 12.1 Except as provided in Condition 12.4 the Company is not liable to the Purchaser because of any representation (unless fraudulent), or any warranty (express or implied) Condition or any other term, or any duty of common law, or under the express terms of the Contract, for:
- 12.1.1 Any loss of profit, business, contracts, opportunity, goodwill, revenue, anticipated savings, expenses, costs or similar loss; and/or
- 12.1.2 Any indirect, special or consequential loss or damage (whether for loss of profit or otherwise);
- Whether caused by the negligence, breach of contract, tort, or breach of statutory duty of the Company, its employees or agents or otherwise, arriving out of or in connection with the Contract.
- 12.2 Except as provided in Condition 12.4 any other liability of the Company to the Purchaser in contract, tort, negligence, breach of statutory duty or otherwise arising out of or in connection with the Contract is limited:
- 12.2.1 In the case of damage to property, to £250,000 or the contract price whichever sum is the lower and
- 12.2.2 In any event, in connection with one or a series of contracts/causes of action/arising from one set of facts or circumstances/in any twelve (12) calendar month period, to the sum of £500,000
- 12.3 Any advice, instruction and/or recommendation relating to the Goods and/or their use whether written or oral given by the Company's employees ("Advice") is given in good faith, but the Company only warrants that written Advice is given with reasonable skill and care. No further duty or responsibility is accepted by the Company.
- 12.4 Despite the Conditions set out above, no Condition will exclude or restrict the liability of the Company for breach of the statutory warranty under Section 12 of the Sale of Goods Act 1979 and section 2 of the Supply of Goods and Services Act 1982. Nothing in these Conditions will operate or be construed to operate so as to exclude or restrict the liability of the Company for death or personal injury caused by the negligence of the Company and nothing in the terms operates to exclude or restrict any other liability that cannot be excluded by law.
- 12.5 The Purchaser must rely on its own testing of Goods and under no circumstances will the Company be deemed to have represented that Goods are fit for any particular purpose, other than any purpose expressly set out in the Company's literature (including instructions sheets, handbooks and data sheets) or otherwise in writing.

13. INSOLVENCY OF PURCHASER

- 13.1 If the Purchaser makes any voluntary arrangement with its creditors or (being a individual or firm) becomes bankrupt, or (being a company) becomes subject to an administration order or goes into liquidation (otherwise and for the purposes of a solvent amalgamation or reconstruction), or an encumbrancer takes possession or a receiver is appointed of any of the

property or assets of the Purchaser, or the Purchaser ceases or threatens to cease to carry on business, or the Company reasonably apprehends that any of the events mentioned in this Condition is about to occur (and notifies the Purchaser accordingly) then, without affecting any of the Company's other rights or remedies, the Company is entitled to cancel the Contract or suspend any further deliveries without incurring any liability. Additionally if the Goods have been delivered but not paid for, the Price will become immediately due and payable despite any previous agreement or arrangement to the contrary.

14. CONFIDENTIAL INFORMATION

- 14.1 The Purchaser is NOT authorised to copy, publicise or make available to any third party any drawings, specifications, written instructions on other technical papers supplied by the Company in connection with its quotation or here and under and the same shall remain the Company's property and shall be returned on demand or on termination of this Contract. The Purchaser at all times shall treat such information as confidential and may only use and make available to third parties the confidential information which is given to the Purchaser in so far as for the purpose of adjudication of the quotation, performance of the Contract and use of the Goods. Any of the Company's business trade secrets or confidential information which may come into the Purchaser's possession must be regarded as strictly confidential even after termination of this Contract. The foregoing shall not apply to information which is or becomes public knowledge without failure on the Purchaser's part to comply with this Condition.

15. ENTIRE AGREEMENT

- 15.1 These Conditions and the documents referred to in them, set out the entire agreement between the Parties and supersedes any previous agreements between the Parties relation to the subject matter of the Contract. The Purchaser acknowledges that in entering into this Contract is has not relied on any representation, warranty, agreement or statement not set out in these Conditions and that (in the absence of fraud) it will not have any right or remedy arising out of such representation, warranty, agreement or statement and that its only remedy for breach of these Conditions is for breach of Contract under the terms of these Conditions.

16. LAW AND JURISDICTION

- 16.1 English law governs these Conditions and each Contract and the Parties agree to the non-exclusive jurisdiction of the English Courts.