

SPTS Technologies

CONDITIONS OF PURCHASE FOR GOODS AND SERVICES

1. DEFINITIONS

In this Contract:

"Affiliates" means any company in which SPTS directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under the common control with such company, but only for so long as such control exists;

"Bespoke Goods" means those Goods utilising SPTS's Materials and Components or otherwise produced to SPTS's specific requirements;

"Contract" means the contract between SPTS and the Supplier for the sale and purchase of the Goods and/or Services in accordance with these Terms and Conditions.

"Goods" and **"Services"** means respectively the goods and the services or any of them described in the Order;

"Materials and Components" has the meaning set out in Section 7;

"No Longer Usable" means those Goods supplied by Supplier that SPTS cannot utilise in its roadmap for the forthcoming [quarter] with its customers;

"Off-The-Shelf Goods" means those standard Goods that the Suppliers supplies to its general customer base;

"Order" means the order, including any written amendment thereto agreed by the parties in accordance with these Terms and Conditions, for the delivery of Goods and/or the provision of Services as set out overleaf together with these Terms and Conditions;

"Price" means the price of the Goods and/or Services as set out in the Order;

"SPTS" means SPTS Technologies Limited (Company Number 7037852), a company incorporated in England and Wales and whose registered office address is Ringland Way, Newport, South Wales, NP18 2TA, U.K., on behalf of itself, its subsidiaries and Affiliates;

"Supplier" means the person, firm or company named as such in the Order as responsible for supplying the Goods and/or Services and includes the Supplier's legal representatives, successors and permitted assigns;

"Terms and Conditions" means these terms and conditions together with the terms contained in the Order. Any terms or conditions of the Supplier that are inconsistent with these Terms and Conditions shall not be binding on SPTS; and

"Working Day" means any day which is not a Saturday or Sunday, Christmas Day, Good Friday or a bank holiday in any part of the United Kingdom.

2. ACCEPTANCE OF ORDER

These Terms and Conditions shall be the exclusive binding agreement between the parties. The Order constitutes an offer by SPTS to purchase the Goods and/or Services in accordance with these Terms and Conditions.

The Order shall not be capable of acceptance by the Supplier unless the Order has been placed on behalf of SPTS by a duly authorised officer.

The following constitutes acceptance of the Order by the Supplier:

- (a) execution and return by the Supplier of the acknowledgement copy of the Order; or
- (b) the execution or commencement of performance or the commencement of delivery pursuant to the Order; or
- (c) the Supplier doing any act consistent with fulfilling the Order,

at which point the Contract shall come into existence.

Any variation of the provisions of this Contract (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by SPTS.

The acceptance of the Order is limited to and conditional upon acceptance by the Supplier of these Terms and Conditions.

Any additional or different terms contained or proposed in the Supplier's acceptance of the Order or in any other document or communication from the Supplier ("**Supplier's Provisions**") are hereby objected and rejected, and shall form no part of the agreement between SPTS and the Supplier except only insofar as they have been expressly accepted in writing by SPTS.

For the avoidance of doubt, the Supplier acknowledges and agrees that SPTS shall not be bound by any of the Supplier's Provisions unless expressly accepted in writing by SPTS. Acceptance by SPTS of Goods and/or Services delivered under this Order shall not constitute acceptance of Supplier's terms and conditions.

These Terms and Conditions shall also apply to any orders made by SPTS online, over the Internet or by any other electronic means.

3. GOODS AND SERVICES

It is a condition of the Order that:

- (a) the Goods meet the specifications referred to in the Order as to quantity, quality and description and other information or instructions specified or made known to the Supplier, and all applicable safety standards;
- (b) the Goods and the Services meet all applicable legal and regulatory requirements; and
- (c) the Services are provided in accordance with the terms of the Order and are executed promptly and with professional care, skill and diligence by properly qualified and experienced persons.

Any forecast or other information provided by SPTS will be indicative only, and SPTS owes the Supplier no duty of care or other duty as to the accuracy of such forecast or other information. Forecasts provided under this Condition 3 shall not constitute an Order. Any expenditures and commitments by the Supplier in anticipation of SPTS's requirements shall be at the Supplier's sole risk and expense.

The Supplier shall be able to produce and supply to SPTS the Goods or any components thereof ordered by SPTS hereunder during a period of at least five (5) years after the last delivery of such Goods.

If the Supplier submits any documents, plans, drawings or other information for approval by SPTS, SPTS's approval of the same, however, shall not release the Supplier from or qualify or reduce any of its obligations under the Order. The Supplier shall remain fully responsible for the Goods and/or Services despite any such approval. If following such submission SPTS considers that the Goods and/or Services do not conform or are unlikely to conform with the Supplier's undertakings in this Condition 3, SPTS shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

4. DELIVERY OF GOODS / PROVISION OF SERVICES

4.1 SUBJECT TO CONDITION 18, TIME IS OF THE ESSENCE UNDER THE ORDER.

The time and place of delivery of the Goods are as specified in the Order.

If Goods are not delivered in accordance with these Terms and Conditions, SPTS reserves the right, without liability, in addition to its other rights and remedies, to cancel the entire Order or that part of the Order not delivered in accordance with its terms.

The Supplier shall be responsible for additional expenses (whether incurred by the Supplier or by SPTS) to handle and deliver the Goods in an expedited manner or in a manner requested by SPTS, in the event that delivery does not take place (or is anticipated not to take place) in accordance with these Terms and Conditions.

Early execution of the Order or any part thereof as well as partial deliveries shall not be permitted unless approved in advance by SPTS in writing.

4.2 The terms of delivery shall be interpreted in accordance with INCOTERMS 2010. The delivery condition "DDP" (Delivered Duty Paid – Incoterms 2010) shall apply to the delivery of the Goods unless otherwise agreed in writing by SPTS.

The Supplier's obligation to deliver shall not be discharged until the Goods and all supporting documentation (as required per the Order), including any certificates, maintenance instructions and manuals have been delivered.

Unless expressly accepted in the Order by SPTS, the delivery of Goods and/or provision of Services shall be non-recurrent.

If the parties agree that Goods and/or Services are to be delivered/provided in instalments, then the Order shall be deemed not to be severable. Without prejudice to the foregoing, where the parties have agreed in writing that the Supplier shall deliver in instalments (or SPTS agrees to accept instalments for the delivery of the Goods), a breach concerning any instalment (however caused or of whatsoever nature) shall entitle SPTS to terminate the Contract and to claim damages, without prejudice to SPTS's other remedies.

The Supplier shall immediately notify SPTS of any delay or potential delay in the execution of the Order, and shall state the events causing such delay.

Upon SPTS's request, SPTS shall be given reasonable assistance and access to all relevant records of the Supplier relating to the progress made or to be made in the execution of the Order.

5. RESCHEDULING, CHANGES AND CANCELLATIONS

5.1 SPTS reserves the right at any time to suspend any delivery or deliveries, or any acceptance of delivery, provided for by these Terms and Conditions without charge and to the extent and for such period as considered necessary by SPTS.

In addition, SPTS may make other changes (including in designs and specifications) with respect to the Order, in whole or in part, by giving written notice to the Supplier. The parties shall agree a revised Order. Where the parties are unable to agree, SPTS may elect to cancel the Order pursuant to the terms below.

5.2 SPTS shall have the right to cancel an Order (or any part of an Order) at any time. The cancellation shall be made in writing (a "**Notice of Cancellation**").

Without prejudice to all its other rights of termination, SPTS may terminate the Order at will in whole or in part by a Notice of Cancellation.

If SPTS so cancels the Order at least thirty (30) days prior to the delivery date set out in the Order (the "**Modification Date**"), SPTS will have no liability to Supplier with respect to the cancellation.

If SPTS terminates an Order on or after the Modification Date, the same will not constitute a default by SPTS. SPTS's sole liability with respect to the same will be:

- (a) for standard, Off-The-Shelf Products, a restocking charge equal to two and a half percent of the purchase price for the good or service cancelled, and
- (b) for non-standard Bespoke Products, SPTS shall be responsible, in respect of the terminated portion for the actual, reasonable and substantiated costs incurred up to the date of cancellation only for raw materials which the Supplier has purchased to fulfil the order for the Goods and which are incapable of being otherwise used for other orders, sold or returned to the supplier of those materials for a refund and for work in progress, plus a reasonable profit on work completed at that date but no anticipatory profit or future profit shall be payable.

SPTS's liability for cancellation shall not in any event exceed the total Order price as reduced by (i) the amount previously paid, and (ii) the Order price of work not terminated.

5.3 SPTS shall only be liable for payment under Condition 5.2(a) if the Supplier strictly complies with the following:

- (a) After receipt of a Notice of Cancellation, the Supplier shall comply with the instructions by SPTS in the Notice of Cancellation and any subsequent written instructions.

- (b) After termination, the Supplier shall submit a final termination settlement proposal within sixty (60) days of the Notice of Cancellation. Such settlement proposal shall be in the form and with the certifications prescribed by SPTS.
- (c) If the Supplier fails to submit the termination settlement proposal within the time provided in paragraph (b) above or if the Supplier's proposal is not accepted by SPTS, the determination of an equitable adjustment by SPTS shall be conclusive and binding on the Supplier.

6. ACCEPTANCE OF GOODS AND SERVICES

Goods

The Goods are subject to inspection and testing by SPTS. The Supplier shall remain fully responsible for the Goods despite such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.

SPTS shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following delivery, or, in the case of a latent defect in the Goods, until a reasonable time after the latent defect has become apparent.

In any case where the Goods (whether or not inspected or tested by SPTS) do not comply with the requirements of the Order, SPTS has (without prejudice to SPTS's other rights and remedies) the right to reject those Goods and:

- (a) require the Supplier to repair or replace such Goods at the risk and expense of the Supplier in accordance with this Condition 6;
- (b) require the Supplier to repay the price of the rejected Goods in full (whether or not SPTS has previously required the Supplier to repair or replace the rejected Goods); and
- (c) claim damages for any other costs, expenses or losses resulting from the Supplier's delivery of Products that do not conform with the terms of this Contract.

The terms of this Contract shall apply to any repaired or replacement Goods supplied by the Supplier.

In the event of the rejection of Goods, SPTS shall give notice of such rejection to the Supplier, specifying the reasons for the rejection, and shall return the rejected Goods to the Supplier at the Supplier's risk and expense.

SPTS may, when rejecting the Goods, terminate the Order in whole or in part for the Supplier's breach of contract in accordance with this Condition 6.

In the case of rejection of the Goods by SPTS without terminating the Order, the Supplier shall, without being granted an extension of the delivery period, replace the rejected Goods with Goods which are in all respects in accordance with the Order.

Services

The Services are subject to inspection and evaluation by SPTS.

If SPTS rejects the provision of one or more Services, SPTS shall give notice of rejection to the Supplier specifying the reasons for the rejection.

SPTS may, when rejecting the Services, terminate the Order in whole or in part for the Supplier's breach of contract in accordance with this Condition 6.

In the case of rejection of the Services by SPTS without terminating the Order, the Supplier shall, within a reasonable time specified by SPTS, provide Services which are in all respects in accordance with the Order.

Goods and Services

In any case where:

- (a) the Goods and/or Services do not comply with the Terms and Conditions; or
- (b) the Supplier fails to replace any rejected goods and/or services with Goods and/or Services which are in accordance with the Terms and Conditions within a reasonable time specified by SPTS,

SPTS has the right (without prejudice to SPTS's other rights and remedies) to:

- (a) terminate Contract in whole or in part for the Supplier's breach of contract with immediate effect by giving written notice to the Supplier; and/or
- (b) refuse to accept any subsequent performance of the Services which the Supplier attempts to make; and/or
- (c) recover from the Supplier any costs incurred by SPTS in obtaining substitute goods and/or services from a third party; and/or
- (d) require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided or provided in accordance with the Terms and Conditions; and/or
- (e) claim damages for any additional costs, loss or expenses incurred by SPTS which are in any way attributable to the Supplier's failure to perform the Services in accordance with the Terms and Conditions.

Any money paid by SPTS to the Supplier in respect of the rejected Goods and/or Services, together with any additional expenditure over and above the price reasonably incurred by SPTS in obtaining replacement goods or services (together with any other losses, costs, expenses or damages suffered or incurred by SPTS as a result of the Supplier's breach (whether or not SPTS has purchased replacement goods and/or services from another source)), shall be paid by the Supplier to SPTS within thirty (30) days after receipt of the relevant invoice.

7. OWNERSHIP, TITLE AND RISK

Title and risk in the Goods passes to SPTS on delivery of the Goods in accordance with the Order, without prejudice to any right of rejection that SPTS may have under these Conditions or otherwise.

The Supplier shall transfer to SPTS the ownership of all items such as models, dies, moulds, jigs, gauges, tools and drawings specifically acquired or manufactured by the Supplier for the execution of an Order, immediately upon such items having been supplied to the Supplier or when the manufacture of such items has been completed by the Supplier.

All items including all material and components ("**Materials and Components**") that were transferred to the Supplier for the execution of an Order shall remain property of SPTS. The Supplier shall have no right, title or interest in or to the Materials and Components (save the right to possession and use of the Materials and Components subject to the Terms and Conditions). The risk of loss, theft, damage or destruction of the Materials and Components shall pass to the Supplier on delivery of the same. The Materials and Components shall remain at the sole risk of the Supplier until such time as the Materials and Components are redelivered to SPTS. The Supplier shall ensure that the Materials and Components are insured and that the insurance policy has sufficient coverage in respect of loss or damage of the Material and Components whilst in the care of the Supplier.

The Supplier shall store such Materials and Components separately and shall clearly mark these items as the property of SPTS. SPTS shall at all times be entitled to regain possession of such items. The Supplier shall not use such items on behalf of third parties nor allow third parties to use such items in connection with any purpose other than the execution of an Order.

Upon receipt of any of the items referred to above, the Supplier shall inspect such items for damage, defects and fitness for the purpose for which they have been supplied and the Supplier shall report its findings to SPTS. The Supplier shall be liable for all costs and expenses for any damages and defects not reported to SPTS immediately after receipt of the item.

8. INTELLECTUAL PROPERTY

8.1 In respect of Bespoke goods, SPTS retains all rights, title and interest in the Material and Components and derivative works and associated intellectual property rights with respect to any modification of or improvement to the Goods and/or Services made by the Supplier, or any other item (software, inventions, drawings, designs, other copyrightable materials, feasibility studies, improvements, developments and discoveries etc.) (collectively, the "**Ideas**") made, conceived, reduced to practice, or originated as a result of SPTS ordering, or the Supplier delivering or providing, any Goods and/or Services.

8.2 The Ideas will be the sole property of SPTS, and the Supplier shall co-operate in the execution of any formalities necessary to effect the transfer of ownership in such intellectual property rights and to enable SPTS to obtain, perfect, defend and enforce its rights in and to all such Ideas.

8.3 If pursuant to the Order any goods, materials, documents or other things which are protected by one or more intellectual property rights owned by SPTS are provided by SPTS to the Supplier, the Supplier shall be licensed to use these intellectual property rights for the execution of the concerned Order only and the Supplier shall not in any way by implication or otherwise claim any title or other rights to such intellectual property rights.

8.4 In the event that the Supplier engages a sub-contractor or consultant and that individual and/or entity will be:

- (a) engaging in provision of the Services in anyway; or
- (b) the production or delivery of the Goods;

The Supplier must:

- (a) obtain SPTS's prior written consent;
- (b) enter into an agreement with that individual and/or entity so that party would waive all moral rights in relation to the Ideas, Goods, Services and anything else provided for in this Contract.

8.5 In relation to the Supplier's breach of the obligations under this Condition 8, or any claim arising out of or in connection with the actual or alleged infringement of a third party's intellectual property in the provision of the Goods or Services or use of the license set out under this Condition 8, the Supplier agrees to indemnify and keep indemnified SPTS in relation to all liabilities, costs, expenses and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses).

9. LIMITATION OF LIABILITY

Nothing in this Order shall operate so as to exclude or limit SPTS's liability in respect of claims involving death or personal injury.

SPTS'S ONLY OBLIGATION SHALL BE TO PAY THE PRICE AS SHOWN IN THIS ORDER FOR THE GOODS AND/OR SERVICES WHICH ARE THE SUBJECT OF THIS ORDER. WITHOUT PREJUDICE THERETO, IN NO EVENT SHALL SPTS BE LIABLE FOR ANY LOSS OR DAMAGE SUFFERED BY THE SUPPLIER HOWEVER CAUSED (INCLUDING BUT NOT LIMITED TO ANTICIPATED OR LOST PROFITS OR FOR SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES). SPTS EXPLICITLY REJECTS, AND SHALL NOT BE LIABLE FOR ANY CANCELLATION CHARGES, LATE FEES, PENALTIES, OR LIQUIDATED DAMAGES.

10. INDEMNITIES

10.1 The Supplier shall defend, indemnify and hold harmless SPTS, its Affiliates, agents, employees, officers, subsidiaries, customers, associated companies and assigns from and against any and all claims, demands, damages, losses, liabilities and costs (including but not limited to settlement costs and legal fees on an indemnity basis) arising from or with respect to:

- (a) any violation or alleged violation of any laws;
- (b) any infringement or alleged infringement of a patent, registered design, copyright, trade mark or other proprietary or intellectual property rights, in connection with the supply or use of the Goods or the Services;
- (c) any actual or alleged loss, damage to or destruction of property and/or death, illness or injury to any person arising out of any defects or hazards, or the Supplier's performance of, or failure to perform, any of the Supplier's obligations;
- (d) any other third party claims resulting from the execution of the Order, the use by SPTS of the Goods and/or Services;
- (e) any damage to or loss of SPTS's property in the Supplier's possession; or

- (f) any act or omission of the Supplier in the performance of or in connection with the obligations undertaken by the Supplier pursuant to the Order.

To the full extent allowed by the law, the foregoing obligation will apply regardless of whether the loss in question arises in part from any negligent act or omission of SPTS, from strict liability of SPTS, or otherwise by reason of SPTS's acts or omissions.

10.2 The Supplier shall defend any third party claim in respect of which it indemnifies SPTS utilising counsel approved by SPTS. SPTS may participate in the defence without relieving the Supplier of its obligations, and the Supplier shall at all times consult with and update SPTS regarding any claims. The Supplier will not settle any claim without the written consent of SPTS nor take any actions in SPTS's name without SPTS's express written prior consent.

In the event of an infringement claim, the Supplier shall, at its own expense, (without prejudice to SPTS's other rights and remedies, including but not limited to, the right to be indemnified):

- (a) immediately obtain the right for SPTS to continue lawfully to sell, use and/or distribute the Goods or the Services which are the subject of such claim, or
- (b) modify the Goods or the Services so as to relieve the purported infringement while still complying with all the requirements of the Order.

10.3 The Supplier shall indemnify SPTS in respect of any loss, howsoever incurred, by SPTS relating to the provision of Services or supply Goods. This includes, but is not limited to, this use of the Ideas

10.4 This Condition 10 shall survive termination of this contract.

11. INSURANCE

The Supplier and any subcontractor engaged by the Supplier shall at all times insure and keep himself insured with a reputable insurance company against all insurable liability under the Order and in respect of the Goods and/or the Services including, without limitation, against all the Supplier's liabilities under Condition 10 (Indemnities).

In the event of SPTS sustaining loss or damage as a result or arising out of an insurable event covered by the insurance referenced above, SPTS shall exclusively be entitled to receive the insurance money for the total amount of the damage suffered.

The Supplier shall ensure that SPTS's interest as a Loss Payee is noted on each insurance policy; and accordingly, SPTS is authorised to inform and deal with the insurer on Supplier's behalf that payment must be made to SPTS in order to be released from its payment obligation. If SPTS considers it necessary, the Supplier shall conduct any additional act necessary to assign its right to the insurance money to SPTS.

12. PACKAGING

The Supplier shall package and label the Goods in a manner suitable for transit and storage at the Supplier's expense in accordance with the Order. All packaging, other than returnable packing, shall become SPTS's property unless SPTS indicates otherwise, in which case the Supplier shall be obliged to dispose of the packaging at its own risk and expense. Consignments which do not meet the requirements of the Order may be refused by SPTS.

13. PRICE

The Price must be agreed by SPTS prior to acceptance of the Order.

SPTS shall pay the Price for the Goods and/or Services which cannot be varied without the prior written authorisation of SPTS, signed by a duly authorised representative of SPTS.

The Price shall include all royalties, licence fees, taxes, excise, duties and costs, both direct and indirect, of supplying the Goods and/or Services except that where the Order shows that the Goods and/or Services are subject to Value Added Tax as a separate item of account.

14. TERMINATION

14.1 Notwithstanding anything else to the contrary herein and without prejudice to SPTS's other rights and remedies, SPTS may terminate the whole or part of the Order at no liability or obligation to the Supplier at any time by written notice to the Supplier if the Supplier:

- (a) fails to comply with any of the terms and conditions of the Order;
- (b) passes a resolution for its winding up or a court of competent jurisdiction makes an order for the Supplier's winding up or dissolution or an administration order is made in relation to the Supplier or a receiver is appointed over or an encumbrancer takes possession of or sells an asset of the Supplier or the Supplier makes an arrangement or composition with its creditors generally or makes an application to a court of competent jurisdiction for protection from its creditors generally; or
- (c) is acquired by or merged with any third party.

14.2 For the purpose of sub clauses (a) up to and including (c), "the Supplier" shall include the Supplier, its subcontractors and its suppliers. If any of the events described in sub conditions (a) up to and including (c) occurs or is about to occur, the Supplier shall notify SPTS immediately. If any of these events occur, SPTS may, at its discretion and in addition to any of its other rights, return at the Supplier's risk and expense any Goods delivered which are No Longer Usable and claim a refund of the payments made for these Goods, or complete the Order itself or engage a third party to do so. **14.3** The rights or remedies of SPTS hereunder are not exclusive, and SPTS shall be entitled alternatively or cumulatively, subject to the other provisions of this Order, to damages for breach, to an order requiring specific performance or to any other remedy available at law or in equity.

Termination of the Order will not affect the rights and obligations that are intended by the parties to survive the termination.

15. GOVERNMENT CONTRACTS

If the Goods and/or the Services are to be used by SPTS in the performance of a government contract or subcontract, those clauses that are required by law of the territory of the relevant government to be included in government contracts or subcontracts will be deemed to apply to this Order and will be incorporated by reference. In the event of conflict, the terms of the government contract or subcontract shall prevail.

16. WARRANTY

16.1 Without prejudice to the other provisions of this Order, the Supplier represents, warrants, and covenants that:

- (a) the Goods and Services shall be new and free from defects (manifest or latent) in workmanship, material, manufacture, and design and shall be free and clear of any liens, claims, encumbrances and other restrictions;
- (b) the Goods and Services shall conform to specifications and other drawings, descriptions given in quotations, estimates, brochures, sales, marketing and technical literature or material supplied by, or on behalf of, the Supplier including (without limitation) the Order;
- (c) the Goods and Services shall be merchantable, fit for a particular purpose and sufficient, in every aspect, for the use intended by SPTS;
- (d) the Goods and Services shall comply in all respects with any statutes, laws, rules or regulations; and
- (e) the purchase, sale, use, and license of the Goods and Services shall in no way constitute an infringement or other violation of any copyright, trade secret, trademark, patent or other proprietary right of any third party.

The foregoing warranties are in addition to all other warranties, expressed or implied, and shall survive any delivery, inspection, acceptance and payment by SPTS.

SPTS's approval of the Supplier's material or design shall not relieve the Supplier of the warranties set forth herein.

The Supplier's warranty shall be effective for i) a period of eighteen (18) months in respect of Bespoke Goods or ii) 15 months in respect of Off-the-shelf Goods; in each case from the date of SPTS's final acceptance of the Goods

or Services. This warranty shall run to SPTS's customers and users of its products ("End Users") who shall be entitled to enforce it directly against the Supplier. The warranty period shall be extended by the time the Goods cannot be used due to a defect covered by this warranty.

16.2 Without prejudice to the other provisions of this Order, if any Good or Service does not conform to the foregoing warranty or the other requirements of this Order (the "**non-complying Product**"), SPTS or an End User may, at its sole discretion:

- (a) require the Supplier to deliver a replacement or repair the Good or provide a conforming Service immediately on receipt of such notice of non-compliance;
- (b) repair or replace the non-complying Product and recover from the Supplier reasonable expenses of same; or
- (c) return such non-complying Product, at the Supplier's expense to the Supplier, and recover from the Supplier the price thereof.

The foregoing remedies are in addition to all other remedies at law or in equity or under this Order, for damages or otherwise, and shall not be deemed to be exclusive.

17. ASSIGNMENT AND SUB-CONTRACTING

The Supplier may not assign or transfer or purport to assign or transfer a right or obligation under the Order without the prior written consent of SPTS.

The Supplier may not subcontract the performance of the whole or any part of the Order without the prior written consent of SPTS. Such consent shall not release the Supplier from any obligation or liability arising from an Order.

The Supplier shall impose these Conditions and the relevant part of the Order upon each third party engaged in the performance of the Order.

18. PAYMENT

SPTS shall pay only for the Goods and/or Services specified in the Order. SPTS may deduct any monies due or becoming due to the Supplier, or any monies due from the Supplier to SPTS whether under this Order or otherwise.

The Supplier shall ensure that the invoice relating to the Order is received by SPTS within seven (7) Working Days from the date of delivery of the Goods and/or provision of the Services and shall state the Order number, and the address to which Goods were delivered and/or Services provided. Any invoice which bears a date which precedes the delivery date or is otherwise incorrect or incomplete shall not be paid.

If the Goods and/or Services have been accepted by SPTS in accordance with the Order, SPTS shall, unless otherwise shown on the Order, pay the invoiced amount within forty five (45) days from the end of the month during which the valid invoice relating to the Order is received by SPTS.

If:

- (a) the Goods are not in accordance with the Order; and/or
- (b) the Services have not been performed in accordance with the Order, then

SPTS shall be entitled not to make any outstanding or due payments until the Goods are in accordance with the Order and/or the Services have been performed in accordance with the Order.

The time for payment for any sum due under this Contract by SPTS shall not be of the essence.

19. USE OF DATA AND INFORMATION, CONFIDENTIALITY AND ADVERTISEMENT

The existence and terms of the Order, any data, specification, drawing, technology or other information or material, including without limitation the Materials and Components, that are provided by or paid for by SPTS with respect to an Order or that is related to the business, technology, prospects, financial condition or concerns other proprietary or confidential information of SPTS which the Supplier may obtain from SPTS or otherwise discover, or all Supplier information derived from or incorporating any of the foregoing, shall be maintained by the Supplier as

confidential using the same degree of care that the Supplier uses to protect its own confidential information (but not less than reasonable care) and shall not be disclosed to third parties or used or copied other than to satisfy the requirements of the Order.

The Supplier shall promptly return, when requested by SPTS, all foregoing items.

The Supplier shall not, without the prior written consent of SPTS, advertise or publish in any way whatsoever the fact that the Supplier has contracted to supply the Goods and/or Services to SPTS.

20. APPLICABLE LAWS

The Supplier shall at all times comply with all laws, ordinances, rules and regulations, (including but without any limitation) any export control laws and regulations (collectively, the “**laws**”), relevant or applicable to the Goods and/or Services to be supplied by the Supplier to SPTS.

While the Supplier is on SPTS’s premises, the Supplier shall comply with SPTS’s site policies, procedures and programs.

21. FORCE MAJEURE.

Neither party shall be liable in any manner for any breach of these Terms and Conditions nor liable for delay in performing, or failing to perform any obligations under the Terms and Conditions if such delay or failure results from events, circumstances or causes beyond the reasonable control of that party including without restriction strikes; lockout; fires; embargoes; war; riots; insurrection; Acts of God; accidents; inability to obtain shipping space or materials; and governmental acts and regulations. In such circumstances, the party affected by such circumstances shall promptly notify the other party in writing when such circumstances cause a delay or failure in performance and when they cease to do so and the time for performance shall be extended by a period equivalent to the period during which performance of the obligations has been delayed or failed to be performed. If the period of delay or non-performance continues for three (3) months, either party may terminate this agreement by giving fourteen (14) days’ written notice to the other party.

22 MISCELLANEOUS

22.1 Entire Agreement, Amendments and Waiver:

These Terms and Conditions and the Order constitute the entire agreement between SPTS and the Supplier and supersede all prior representations, negotiations, and agreements, whether written or oral.

No term or provision hereof shall be waived or modified or deemed waived or modified by either party unless such waiver or consent to modify is in writing signed on behalf of the party against whom it is asserted.

22.2 Interpretation:

Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted. A reference to writing or written includes faxes and emails.

22.3 No Partnership or Agency:

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of the other party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

22.4 Severance and Validity:

If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed, but that shall not affect the validity and enforceability of the rest of these Terms and Conditions.

22.5 Anti-Bribery:

The Supplier shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the U.K. Breach of this Condition 22.5 shall be deemed a material breach of these Terms and Conditions.

22.6 Data Protection:

The parties agree that personal data may be shared for the purposes of these terms. Each party undertakes to comply with applicable data protection laws in their handling and processing of any personal data transferred to them by the other party in the performance of their obligations under these terms.

23. THIRD PARTY RIGHTS

Unless expressly stated otherwise, these Terms and Conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions.

24. GENERAL

These Terms and Conditions do not derogate from SPTS's statutory and common law and equitable rights and are in addition to those rights, and not in substitution for them.

A reference to a statutory provision includes a reference to the statutory provision as modified or re-enacted or both from time to time and any subordinate legislation made under the statutory provision.

A failure by SPTS to exercise or a delay in exercising a right or remedy provided by these Terms and Conditions or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

No single or partial exercise of a right or remedy provided by these Terms and Conditions or by law by SPTS prevents further exercise of the right or remedy or the exercise of another right or remedy.

The Supplier and SPTS are independent contractors; neither is an agent or employee of the other or has any authority to assume or create any obligation or liability of any kind on behalf of the other.

Any provision of these Terms and Conditions or the Order that is invalid or unenforceable under applicable laws with respect to a particular party or circumstance will be severed from these Terms and Conditions and the Order with respect to such party or circumstances without invalidating the remainder of these Terms and Conditions or Order or the application of such provision to other persons or circumstances.

25. GOVERNING LAW AND JURISDICTION

These Terms and Conditions and any Order placed under them is governed by and construed in accordance with the laws of England and Wales. Subject to Condition 26, SPTS and the Supplier irrevocably consent to the exclusive jurisdiction of the courts of England and Wales, in connection with any action brought by either party to enforce the provisions of these Terms and Conditions or the Order, to recover damage or other relief for breach or default under these Terms and Conditions or the Order, or otherwise arising under or by reason of these Terms and Conditions or the Order.

In the event of conflict between these Terms and Conditions and the Order, the terms on the Order shall govern. No modification of the Order or these Terms and Conditions will be binding on SPTS unless set forth in an agreement specifically referencing the Order and signed by an authorised agent of SPTS.

26. DISPUTE RESOLUTION

If any dispute, controversy or claim arises out of or in connection with these Terms and Conditions, the Supplier and SPTS shall attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR Solve. If the parties have not settled the dispute within 30 days of the appointment of the mediator or such further time period as the parties may agree in writing, the dispute may be submitted by either party for final resolution by the courts of England and Wales which courts shall thereafter have exclusive jurisdiction.