

STANDARD CONDITIONS OF SALE 2021 ISS. 1

1.1

INTERPRETATION

Definitions. In these Conditions, the following definitions apply:

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 11.6.

Contract: the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

Customer: the person or firm who purchases the Goods from the Supplier.

Intellectual Property (IP) Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) 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.

Force Majeure Event: has the meaning given in clause 10.

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

Order: the Customer's order for the Goods, as set out in the Customer's purchase order form and which makes reference to the Supplier's quotation **OR** in the Customer's written acceptance of the Supplier's quotation, as the case may be.

Specification: any specification for the Goods, including any related plans, production agreement, quality requirements, CAD, designs or other diagrams and/or drawings, that are agreed in writing by the Customer and the Supplier.

Supplier: 3T Additive Manufacturing Polymers limited (registered in England and Wales with company number 12685978) trading as Protototal UK.

Construction. In these Conditions, the following rules apply:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors or permitted assigns.
- (c) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- (d) 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.
- (e) A reference to **writing** or **written** includes faxes and e-mails.

2.

BASIS OF CONTRACT

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate.
- 2.3 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence.
- 2.4 The Contract constitutes the entire agreement between the parties unless any other agreements are expressly referenced herein. The Customer 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.
- 2.5 Any samples, drawings, descriptive matter, or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an

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approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force. A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for the period of calendar days from its date of issue as stated within the quotation.

3.

GOODS

3.1

The Goods are described in the Specification. Any and all pre-existing (background) Intellectual Property Rights which may be utilised by the Supplier in the production of the Goods, and any Intellectual Property Rights arising as a result of Supplier proposals, (at the request of the Customer) in order to improve fitness for manufacture of the Goods, have been developed independently by the Supplier, belong wholly to, and shall remain the absolute property of the Supplier save that where the Supplier makes proposals to enhance fitness for manufacture such proposals will be used by the Supplier only in respect of the Customer Order and the Customer shall not be permitted to use, or permit a third party to use, the *modified* Specification. Any process improvements or Intellectual Property Rights that the Supplier may develop in order to fulfil its obligations under the Order belong wholly to, and shall remain the absolute property of the Supplier.

3.2

To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall;- retain all pre-existing Intellectual Property Rights in the Specification, grant use of the Specification to the Supplier for the sole purposing of fulfilling the Customer Order, and 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 reasonable professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the Supplier's use of the Specification. This clause 3.2 shall survive termination of the Contract.

3.3

The Supplier reserves the right to amend the Specification of the Goods if required by any applicable statutory or regulatory requirements and to sub-contract any of its obligations at its sole discretion.

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3.4 No amendments to this Order are accepted or binding on the Supplier unless they are issued in the form of an Order amendment from the Customer's Purchasing Department and accepted in writing by the Supplier's authorised representative. Any information issued or provided to the Supplier by the Customer's Technical Department above the Specification shall be considered as guidance information only and not as instructions to vary or alter the Order.

3.5 Document Retention – The Supplier reserves the right to delete CAD data 30 days from final shipment of the Goods. Unless expressly agreed otherwise in writing, the Supplier will keep Customer records pertaining to the supply of the Goods only for as long as is required by the Supplier's internal document management policy.

4. DELIVERY

4.1 The Supplier shall ensure that:

- (a) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- (b) if the Supplier requires the Customer to return any packaging materials to the Supplier, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.

4.2 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location in accordance with the relevant Incoterm stated to be applicable to the Order. Unless otherwise agreed in writing, delivery within the European Union shall be DAP in accordance with Incoterms 2010. Delivery to locations outside of the European Union shall be Ex-Works 3T AMP Newbury site (in the event that the Supplier agrees to arrange carriage of the Goods on behalf of the Customer such Agreement shall not in any way

4.3 alter the Incoterm obligations and the Customer shall reimburse the Supplier for all carriage charges accordingly). Any dates quoted for delivery 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 a Force Majeure Event or the Customer'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 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods subject to the provisions of Clause 9.2. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.5 If the Customer fails to take/accept delivery of the Goods within three Business Days of the Supplier notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:

- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Supplier notified the Customer that the Goods were ready; and
- (b) the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

4.6 If 10 Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken/accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

4.7 The Customer shall not be entitled to reject the Goods if the Supplier delivers up to and including 5% more or less than the quantity of Goods ordered, but a pro rata adjustment shall be made to the Order invoice on receipt of notice from

4.8 the Customer that the wrong quantity of Goods was delivered.

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 Customer to cancel any other instalment.

5. QUALITY

5.1 The Supplier warrants that on delivery and for a period of 1 (one) calendar month (for selective laser sintering Goods) from the date of delivery (**warranty period**), the Goods shall:

- (a) conform in all material respects with the Specification in respect of its manufacture (Unless expressly agreed otherwise in writing:
 - (i) the Supplier will carry out a visual inspection on 100% of parts.
 - (ii) the Supplier's standard manufacturing tolerances as stated on the applicable quotation for the Goods shall apply); and
- (b) be free from material defects in material and workmanship.

5.2 Subject to clause 5.3, if:

- (a) in the case of a defect which would have been apparent on a proper and careful inspection of the goods upon delivery, within 5 Business Days from the date of delivery, or in the case of a latent defect, within 5 Business Days of the latent defect having become apparent, the Customer gives notice in writing to the Supplier that some or all of the Goods do not comply with the warranty set out in clause 5.1;
- (b) the Customer complies with the Supplier's Returns Policy;
- (c) the Supplier is given a reasonable opportunity of examining such Goods in order to determine the validity of the warranty claim; and
- (d) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost (to be reimbursed if the warranty claim is valid); and
- (e) none of the events listed in clause 5.3 apply,

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- the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full. If the Customer fails to give notice or otherwise does not act in accordance with this clause, it shall be deemed to have accepted the Goods. For the avoidance of doubt all defective Goods in the event of a valid warranty claim remain the absolute property of the Supplier and, on request from the Supplier, shall be returned to the Supplier prior to delivery of the replacement Goods.
- 5.3 The Supplier shall not be liable for Goods' failure to comply with the warranty set out in clause 5.1 in any of the following events:
- (a) the Customer makes any further use of such Goods after giving notice in accordance with clause 5.2;
 - (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - (c) the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer;
 - (d) the Customer 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 storage or working conditions;
 - (f) the Customer does not take sufficient care (e.g with regard to packaging) when returning the Goods to the Supplier; or
 - (g) the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 5.4 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
- 5.5 The Supplier manufactures parts to the specification/design/drawing as provided by the Customer and has relied on the Customer's skills and expertise in designing parts and components which are fit for the intended end-use and purpose. Notwithstanding its obligation to meet the Specification as provided by the Customer, the Supplier shall bear no liability whatsoever to
- the fullest extent permissible in law in respect of fitness for purpose and/or any intended end-use of the Goods irrespective of whether the intended end-use is known to the Supplier. The Customer shall indemnify the Supplier against any and all liability, damage, loss or expenses (including any direct, indirect or consequential losses and all interest, penalties and legal and other reasonable professional costs and expenses) without limitation incurred by or imposed on it in connection with any claims, suits, actions, demands or judgements (including, but not limited to, actions in the form of tort, warranty or strict liability) arising out of or in connection with:
- (a) the Goods' fitness for purpose or suitability for intended end-use;
 - (b) the acts or omissions of the Customer, its employees, agents or subcontractors; and / or
 - (c) defective goods, except to the extent that the defect in the goods is attributable to the breach of the warranty in clause 5.1 by the Supplier and none of the events in clause 5.3 apply.
- This indemnity shall apply without limitation and shall survive termination, expiry or completion of the Order.
- 5.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 5.7 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.
- 6. TITLE AND RISK**
- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2 Title to the Goods, including any Goods held as stock by the Supplier for the Customer, shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for:
- (a) the Goods; and
 - (b) any other goods or services that the Supplier has supplied to the Customer in respect of which payment has become due.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
- (a) hold the Goods on a fiduciary basis as the Supplier's bailee;
 - (b) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
 - (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - (d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - (e) notify the Supplier immediately if it becomes subject to any of the events listed in clause 8.2; and
 - (f) give the Supplier such information relating to the Goods as the Supplier may require from time to time,
- 6.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 8.2, or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- 6.5 Where Goods are held as stock for the Customer, the Customer shall:
- (a) Comply with the timescales for delivery of the Goods in accordance with the Order and the provisions of Clause 4 herein;
 - (b) Unless otherwise agreed in writing, keep the Goods insured against all risks for their full price for the entire duration that the Goods are held as stock and until risk has passed to the Customer in accordance with Clause 6.
- 7. PRICE AND PAYMENT**
- 7.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date of delivery.
- 7.2 The Supplier may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- (a) any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in

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- labour, materials and other manufacturing costs);
- (b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
- (c) any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.
- 7.3 The price of the Goods is inclusive of the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer as part of the total price of the Goods.
- 7.4 The price of the Goods is exclusive of amounts in respect of value added tax (**VAT**). The Customer 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 Goods.
- 7.5 If the Customer does not hold a Credit Account with the Supplier, the Customer's cleared funds (via BACS, major credit card, or cheque) must be received before shipment is made by the Supplier. For Customer's who hold a Credit Account with the Supplier, the Supplier may invoice the Customer for the Goods on or at any time after the completion of delivery.
- 7.6 The Customer shall pay the invoice in full and in cleared funds within 30 Calendar Days of the date of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier. Time of payment is of the essence.
- 7.7 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 8% per annum above Bank of England'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 Customer shall pay the interest together with the overdue amount.
- 7.8 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.
- 7.9 As the Goods are made to the Customer's specification, once the Supplier issues its written acceptance of the Order the Contract is made and the Customer has no right to cancel the Order. The Customer is contractually obliged to pay for the Goods in full and cancellation refunds are not available, whether or not the Customer still wishes to take delivery of the Goods.
- 8. CUSTOMER'S INSOLVENCY OR INCAPACITY**
- 8.1 If the Customer becomes subject to any of the events listed in clause 8.2, or the Supplier reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to the Supplier, the Supplier may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and the Supplier without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due.
- 8.2 For the purposes of clause 8.1, the relevant events are:
- (a) the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
- (b) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors (other than (where the Customer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer);
- (c) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- (d) (being an individual) the Customer is the subject of a bankruptcy petition or order;
- (e) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (f) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;
- (g) (being a company) the holder of a qualifying charge over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;
- (i) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 8.2(a) to clause 8.2(h) (inclusive);
- (j) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;
- (k) the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and
- (l) (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

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8.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

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 (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

9.2 Subject to clause 9.1:

- (a) the Supplier shall under no circumstances whatever be liable to the Customer, 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 Customer 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 100% of the price of the Goods.

10. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A **Force Majeure Event** means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial

disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

11. GENERAL

11.1 Assignment and other dealings.

- (a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- (b) The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

11.2 Notices.

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail to info@prototaluk.com (evidenced by an email delivery receipt).
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 11.2(a); if sent by pre-paid first class post or other next working day delivery service, on the second Business Day after posting; if delivered by commercial courier, on the date

and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.

- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

11.3 Severance.

- (a) 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 clause shall not affect the validity and enforceability of the rest of the Contract. The parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

11.4 **Waiver.** A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

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

11.6 **Variation.** 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 by the Supplier.

11.7 Confidentiality.

- (a) Where the Parties have agreed to enter into a separate agreement regarding non-disclosure and confidentiality, the terms of that agreement shall apply to any Orders. By placing an Order, the Customer consents under such confidentiality agreement or otherwise to the

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disclosure of information to the Supplier's approved suppliers as required to fulfil the Contract.

- (b) In any event, the Customer agrees to keep confidential any information disclosed to it by the Supplier prior or subsequent to the Contract which, under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary, including, but not limited to, information relating to the Supplier's business, affairs, customers, suppliers, plans, intentions, or market opportunities and/or its operations, processes, know-how, or trade secrets.

- (e) 7.5.4 Servicing activities
- (f) 7.5.5 Particular requirements for sterile medical devices
- (g) 7.5.7 Particular requirements for validation of processes for sterilization and sterile Barrier systems

- 11.8 **Governing law & Jurisdiction.** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

Supplementary term for Medical Related Parts Manufacture

12. TERMS AND CONDITIONS OF SALE AND ISO 13485

- 12.1 The Customer acknowledges and accepts that where it has been agreed that the Order will be processed by the Supplier in accordance with ISO 13485:2016 (Medical Devices), the following paragraphs of the ISO standard will not apply to the Order unless specifically agreed to by the Supplier:

- (a) 4.2.3 (a)(e)(f) – Medical Device File
- (b) 7.2.1 (a) regarding post-delivery activities only; (b); (c) (apart from non-product specific regulatory requirements such as requirements relating to the Supplier's general production facility and process) and (d).
- (c) 7.3 Design and development
- (d) 7.5.3 Installation activities