

1. Definitions

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

"Purchaser" means the company purchasing the Goods and/or Services from the Supplier;

"Quotation" means the Supplier's quotation to the Purchaser for the supply of the Goods and/or Services;

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

"Supplier" means Vysiion Ltd.

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

2. Application

The placing of any order by the Purchaser shall be deemed to constitute acceptance of these conditions which shall apply to any contract created by the acceptance by the Supplier of such order. These conditions shall prevail over any other terms or conditions which the Purchaser may seek to impose unless expressly accepted in writing by the Supplier.

3. Validity

The Supplier reserves the right to withdraw or cancel any Quotation without liability prior to acceptance of the Purchaser's order. Unless previously withdrawn any Quotation shall remain valid for a period of thirty (30) days from the date thereof. No order or any amendment to an order shall be deemed to be contractually binding upon the Supplier unless and until expressly accepted in writing by the Supplier.

4. Price, Payment Terms and Invoicing

i. The prices quoted for the Goods and/or Services are firm unless stated otherwise for the delivery period stated in the Quotation.

ii. The prices quoted for Goods are based on the supply of the Goods to the relevant specifications and drawings at the date of issue of the Quotation and are subject to adjustment in the event of any modification being incorporated therein before or after delivery either at the request or with the consent or knowledge of the Purchaser.

iii. Unless otherwise specified in the Quotation, the prices quoted for the Goods are ex works and exclusive of packing.

iv. The Services shall be charged either at an hourly rate, plus expenses, or on the basis of a fixed package of work, as shall be detailed in the Quotation.

v. All prices quoted are exclusive of Value Added Tax which shall be payable by the Purchaser at the prevailing rate.

vi. The Supplier shall be entitled to present invoices for the Services delivered on a monthly basis, in arrears.

vii. Unless stated otherwise, all accounts are strictly net and are payable in full not later than 30 days from the date of invoice. If the Purchaser shall fail to take delivery of any Goods under any contract when they are ready for despatch then the Supplier shall have the right immediately to present its invoice for payment and payment shall be due thereon as if delivery had been made. Should the Purchaser fail to make any payment when due under any contract or exceed the credit limit nominated by the Supplier then the Supplier shall have the right forthwith to suspend all further manufacture and/or deliveries of the Goods and supply of the Services until the default or credit limit violation be made good or at the Supplier's absolute discretion to determine any contract so far as Goods and/or Services remain to be delivered without prejudice to any other rights or remedies of the Supplier.

viii. If the Purchaser fails to make payment of any invoice when it becomes due, the Supplier shall be entitled to charge interest on the outstanding amount at the rate of 3% p.a. above LIBOR ("London Interbank Offered Rate") for the time being in force from the date of invoice until such time as the outstanding amount is paid.

ix. Payment shall not be delayed on account of additions, omissions or defects which do not materially affect the use of the Goods or for warranty claims.

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

5. Drawings

All specifications, drawings, descriptive weights and dimensions submitted with a Quotation and the descriptions and illustrations contained in any sales literature are approximate only and none of these shall form part of any contract. All drawings or technical documents issued either before or after the formation of the contract for the use or information of the Purchaser and other information supplied to the Purchaser including specifications shall not be copied, reproduced or communicated to any third party, or used otherwise than in connection with the Goods, without the Supplier's express consent in writing.

6. Inspection and Testing

The Supplier operates a system of testing of Goods. If any additional testing is desired by the Purchaser any additional expense which is incurred thereby shall be borne by the Purchaser.

7. Delivery

The date of delivery of the Goods and/or Services specified by the Supplier is an estimate only and the Supplier shall not be liable for any loss, costs, damages or expenses caused directly or indirectly by any delay.

8. Damage, Shortage or Loss in Transit

The Supplier shall not be held in any way responsible for:

i. any damage, shortage or loss in transit unless:

a. the same be notified in writing to the Supplier and the carrier within 3 days of receipt of the Goods by the Purchaser; and

b. the Goods have been handled by the Purchaser in accordance with the carrier's contract conditions.

ii. non-delivery unless the same be notified in writing both to the Supplier and the carrier within 21 days from the date of the Supplier's invoice.

9. Warranty

i. For a period of 12 calendar months from the date of delivery of the Goods to the Purchaser the Supplier warrants that the hardware in the Goods shall be free from defects in material and workmanship and that any software in the Goods shall operate substantially as described in the applicable documentation. Any third party software shall be subject to the standard warranty offered by the licensor of such third party software. The Supplier agrees to replace or at its

option repair any of the Goods which shall be proved to the Supplier's satisfaction to be defective, provided that such Goods are returned to the Supplier within the warranty period.

ii. Written notice of the defect together with full details thereof must be given to the Supplier within 28 days of the discovery of the defect.

iii. Defective Goods returned to the Supplier must be satisfactorily packed and carriage paid and shall remain at the Purchaser's risk.

iv. In the event of any claim presented under warranty being found on investigation by the Supplier either to be outside the scope of warranty or the fault being unconfirmed, then the costs of such investigation shall be borne by the Purchaser.

v. The Supplier warrants that the Services shall be performed with reasonable skill and care and to a reasonable standard in accordance with recognised industry standards and codes of practice.

vi. The Supplier's staff engaged in the provision of the Services shall be under the control and direction of the Supplier's own supervisory staff.

vii. If any part of the Services is found to be defective or has not been provided to accordance with the Quotation other than as a result of a default or negligence on the part of the Purchaser, the Supplier shall at its own expense re-perform the Services in question.

viii. This warranty shall not be assigned without the written consent of the Supplier.

10. Data Protection

In the event that in the course of performing its obligations under the contract, the Supplier is deemed to process personal data provided by the Purchaser, then the terms of Annex A to these terms shall apply.

11. Supplier's Liability

i. Nothing in this clause 10 shall limit or exclude the Supplier's liability for death or personal injury caused by its negligence.

ii. Subject to the provisions below, the Supplier makes no attempt to contract out of any liability which may accrue to it by virtue of the provisions of Section 12, 13, 14(2) and 15 of the Sale of Goods Act 1979 as amended. Save in the case of experimental or prototype equipment, the Supplier also accepts any liability arising under Section 14(3) of the said Act as amended ALWAYS PROVIDED that the purpose for which the Goods are intended is known to it at the date of entering into the contract for their sale.

iii. The Supplier shall have no liability for any indirect, consequential or special loss or damage whatsoever and howsoever arising irrespective of whether the Supplier was aware of the possibility of such loss or damage to the Purchaser.

iv. SAVE AS AFORESAID ALL OTHER CONDITIONS AND WARRANTIES EXPRESS OR IMPLIED WHETHER ARISING BY STATUTE OR COMMON LAW OR OTHERWISE ARE HEREBY EXPRESSLY EXCLUDED AND THE SUPPLIER SHALL NOT BE LIABLE FOR ANY LOSS INJURY OR DAMAGE CAUSED OR ARISING BY REFERENCE TO THEM.

v. If notwithstanding the foregoing it is held that liability attaches to the Supplier for breach of any condition or warranty then the damages recoverable by the Purchaser in respect of such breach shall be limited to the reasonable cost of remedying the defect or other matter constituting such breach (provided that the Supplier shall first be afforded the opportunity of itself carrying out the remedial work) and the Supplier shall not in any circumstances be liable for any other loss or injury or damages suffered by reason of such breach.

vi. The Supplier shall not be liable in respect of any defect or other matter constituting a breach of any condition or warranty in respect of which a Purchaser has a right under any warranty given by a third party manufacturer of Goods, either direct to the Purchaser or to the Supplier, the benefit of which has been transmitted to the Purchaser unless and until the Purchaser has exhausted his remedies against that manufacturer.

vii. The Supplier shall, if Goods were not manufactured by the Supplier, assist the Purchaser in obtaining from the manufacturer thereof the benefit of any warranty given by such manufacturer, whether such warranty is given direct to the Purchaser or to the Supplier with the benefit being capable of being transmitted to the Purchaser.

viii. The Supplier shall incur no liability in respect of any defect or other matter which is in any way attributable to failure to follow any recommendations or advice given by the Supplier to the Purchaser as to the mode of storing, applying or using the Goods or as to the sufficiency or suitability for purpose of the Goods.

ix. In no circumstances shall the Supplier incur any higher liability to the Purchaser hereunder than the total of the sums paid hereunder by the Purchaser to the Supplier.

12. Property

Until the Supplier has been paid in full for the Goods -

i. The Goods shall remain the property of the Supplier (although this shall not affect the passing of the risk to the Purchaser) but subject to the Purchaser's right of disposal under paragraph iv;

ii. The Supplier may at any time or times recover all or any of the Goods in the possession of the Purchaser if the Supplier judges that the amount outstanding from the Purchaser is in excess of the credit limit the Supplier is willing to accord to the

Purchaser and for that purpose the Supplier and/or its servants and agents may enter upon any land or buildings where the Goods are;

iii. The Purchaser as bailee of the Goods for the Supplier will store the same for the Supplier in a proper manner without charge to the Supplier;

iv. The Purchaser has the right to dispose of the Goods in the course of its business for the account of the Supplier and to pass good title to the Goods to its customer being a bona fide purchaser for value without notice of the Supplier's rights;

v. In the event of such disposal the Purchaser has the fiduciary duty to the Supplier to account to the Supplier for the proceeds but may retain therefrom any excess of such proceeds over the amount outstanding under the contract.

13. Risk

The risk in the Goods shall pass to the Purchaser on delivery of the Goods by the Supplier "ex works" as that expression is defined by Incoterms 2010 edition.

14. Patents and Design Rights

The Supplier reserves the right to full ownership of all inventions, designs or processes evolved during or as a result of work carried out under any contract unless otherwise specifically stated in the contract. The Purchaser shall indemnify the Supplier fully against all liabilities, costs and expenses which the Supplier may incur as a result of work done in accordance with the Purchaser's specifications or instructions involving infringement of any patent or other proprietary right.

15. Force Majeure

Neither party shall be responsible for any failure or delay in performing its obligations under the contract or any part thereof due to or principally due to act of God, embargo or government act, fire, accident, war, riot, inclement weather, strikes, lockouts, trade disputes or labour troubles, breakdown of plant machinery, inability to obtain adequate labour, materials or manufacturing

facilities or any other cause whether of a similar nature or not beyond the control of the party in question.

16. Assignment

The Supplier, and any assignee of the Supplier, shall be entitled to assign any order in whole or in part to any company which is a subsidiary of the same company of which the Supplier is a subsidiary.

17. Third Party Rights

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

18. Law

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

Annex A - Data Protection Provisions

1. In this Annex A, the expressions "**personal data**", "**data controller**", "**data subject**", "**data processor**", "**process**" and "**processing**" shall have the meanings given in the Data Protection Act 1998 and any amendments or replacements thereof, including but not limited to the General Data Protection Regulation 2016 (EU Regulation 2016/679), (collectively "Data Protection Legislation").
2. In the event that the scope of the Services are such that for the purposes of Data Protection Legislation, the Supplier is processing any personal data on the Purchaser's (or the Purchaser's customers') behalf (hereafter "**personal data**") when performing its obligations under this Agreement, the parties record their intention that the Purchaser (or its customer) shall be the data controller and the Supplier shall be a data processor, and in any such case:
 - i. the Purchaser warrants (and shall procure that its customers warrant) that the Purchaser (or its customers as applicable) is legally entitled to transfer the relevant personal data to the Supplier and where necessary has carried out an assessment of the impact of the envisaged processing operations so that the Supplier may lawfully use, process and transfer the personal data in accordance with this Agreement on the Purchaser's (or its customers') behalf;
 - ii. the Purchaser shall (and shall procure that its customers, as applicable, shall) ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by Data Protection Legislation;
 - iii. the Purchaser shall implement and maintain appropriate technical and organisational measures in relation to the processing of personal data which protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;
 - iv. the Purchaser shall comply at all times with Data Protection Legislation in respect of the performance of its obligations under this Agreement; and
 - v. the Supplier shall comply at all times with Data Protection Legislation in the course of processing personal data and in respect of the performance of its obligations under this Agreement.
3. The Purchaser shall indemnify the Supplier for any cost, claim or expense which the Supplier may incur arising as a result of:
 - i. the Purchaser breaching Data Protection Legislation or privacy legislation; or
 - ii. any act or omission of the Purchaser which causes the Supplier to be in breach of Data Protection Legislation or privacy legislation.
4. Insofar as the Supplier processes personal data, and unless required to do otherwise by law, the Supplier shall (and shall ensure that each person acting under its authority shall) process the personal data only on and in accordance with the Purchaser's written instructions, as may be updated from time to time by the written agreement of the Parties. The Purchaser's instructions shall include:
 - i. the subject matter and duration of the processing;
 - ii. the nature and purpose of the processing;
 - iii. the type of personal data and categories of data subject; and
 - iv. any special processing or other instructions required by the Purchaser.
5. In the event that the Supplier cannot comply with the Purchaser's updated instructions for processing personal data without incurring material additional costs, the Supplier shall:
 - i. immediately inform the Purchaser, giving full details of the reason the Supplier cannot comply with the Purchaser's updated instructions; and
 - ii. cease all processing of the affected data (but shall continue to securely store such data) until suitable revised instructions for processing the personal data are received from the Purchaser.
6. Any amendments to the Purchaser's instructions for processing personal data that affect the prices or the rights or obligations of the parties under this Agreement shall be agreed in writing by the parties.
7. In the event that at any time the Supplier reasonably believes that the Purchaser's instructions for processing personal data infringes Data Protection Legislation, the Supplier shall immediately inform the Purchaser and cease all processing of the affected data (but shall continue to securely store such data) until revised instructions for processing the personal data are received from the Purchaser.
8. The Supplier shall implement and maintain appropriate technical and organisational measures in relation to the processing by the Supplier of personal data:
 - i. such that the processing meets the requirements of Data Protection Legislation and ensures the protection of the rights of data subjects;
 - ii. which protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. Such measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the personal data and having regard to the nature of the personal data which is to be protected;
 - iii. which, insofar as is possible, enable the Supplier to assist the Purchaser in the fulfilment of the Purchaser's obligations relating to personal data.
9. The Supplier shall not engage a third party to carry out any processing activities in respect of personal data without:
 - i. the Purchaser's prior written consent; and
 - ii. imposing the same obligations contained within this Annex A with regards to the processing of personal data in any engagement with such third party processor.
10. The Supplier shall not transfer any personal data to any country outside the European Economic Area (EEA) without the Purchaser's prior written consent.
11. The Supplier shall take reasonable steps to ensure the reliability of any of the Supplier personnel who have access to the personal data and that such personnel have received adequate training on compliance with this Annex A and Data Protection Legislation applicable to the processing of the personal data.
12. The Supplier shall ensure that all Supplier personnel required to access the personal data are informed of the confidential nature of the personal data, are subject to a written contractual obligation with the Supplier to keep the personal data confidential (except where disclosure is required in accordance with law) and comply with the obligations set out in this Annex A.
13. The Supplier shall immediately record and then notify the Purchaser (within 5 Business Days) if it receives:
 - i. a request from a data subject to have access to that person's personal data; or
 - ii. a complaint or request relating to the Purchaser's obligations under Data Protection Legislation;
14. The Supplier shall provide the Purchaser with such information, cooperation and assistance as the Purchaser reasonably requires in relation to the fulfilment of the Purchaser's obligations under Data Protection Legislation:
 - i. to respond to a request from a data subject relating to personal data;
 - ii. to carry out data protection impact assessments;
 - iii. to ensure the security of data processed; and
 - iv. to cooperate with supervisory authorities if requested;
15. The Supplier shall not respond to any request from a data subject or complaint without the Purchaser's prior written approval.
16. The Supplier shall maintain a complete, accurate and up to date written register of all processing activities carried out on behalf of the Purchaser. Such register shall contain the following information:
 - i. the name and contact details of the processor(s) and of each controller on behalf of which the processor is acting, and of the Supplier's representative and data protection officer (if any);
 - ii. the categories of processing carried out on behalf of the Purchaser;
 - iii. where applicable, details of transfers of personal data to a third country outside the EEA and documentation of suitable safeguards; and
 - iv. a general description of the technical and organisational security measures referred to in clause 8.
17. The Supplier shall make available to the Purchaser within 5 Business Days of a request from the Purchaser:
 - i. copies of the register under clause 16; and
 - ii. such other information as the Purchaser reasonably requires to demonstrate the Supplier's compliance with its obligations under Data Protection Legislation.
18. The Supplier shall permit the Purchaser or its nominated representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Supplier's data processing activities (and/or those of its third party processors) and shall comply with all reasonable requests by the Purchaser to enable the Purchaser to verify that the Supplier is in full compliance with its obligations under Data Protection Legislation.
19. The Purchaser shall use its reasonable endeavours to ensure that the conduct of any inspection or audit does not unreasonably disrupt the Supplier or delay the provision of the Services.
20. In the event that any inspection or audit carried out by the Purchaser or its nominated representative reveals a breach or potential breach by the Supplier of its obligations under Data Protection Legislation, the Supplier shall promptly resolve, at its own cost and expense, all data protection and security issues discovered by the Purchaser and reported to the Supplier.
21. The Purchaser shall be entitled to share any details, records or information provided by the Supplier under this Annex A with the supervisory authority.
22. In the event that the Supplier becomes aware of any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data received by the Supplier from or on behalf of the Purchaser in connection with the provision of the Services (a "personal data breach"), the Supplier shall:
 - i. notify the Purchaser of the personal data breach without undue delay (and in no event later than 24 hours after becoming aware of the such breach); and
 - ii. provide the Purchaser without undue delay with the following details:
 - (a) the nature of the personal data breach, including where possible the categories and approximate numbers of data subjects and personal data records concerned;
 - (b) the likely consequences of the personal data breach; and
 - (c) the measures taken, or which the Supplier recommends be taken, to address the personal data breach, including, where appropriate, to mitigate any possible adverse effects of the personal data breach.
23. Where, and in so far as, it is not possible for the Supplier to provide all the information detailed in clause 22 at the same time, the Supplier may provide the information in phases without undue further delay.
24. On the expiry or termination of the Services related to processing the Supplier shall, on the Purchaser's written request, either delete or return all the personal data to the Purchaser and delete existing copies of such personal data unless the continued storage of any data is required by law.