

1. Definitions

"Goods" means the goods or services to be supplied under any contract arising from the Supplier's acceptance of the Purchaser's order;
 "Purchaser" means Vysion Ltd;
 "Services" means the services to be supplied under any contract arising from the Supplier's acceptance of the Purchaser's order;
 "Supplier" means the company on whom the order for the Goods and/or Services is placed.

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

2. Application

- i. The following terms and conditions shall apply in respect of any order for purchase placed by the Purchaser and entry into performance of the contract by the Supplier shall be deemed to constitute conclusive evidence of the Supplier's acceptance of such terms and conditions. These conditions shall prevail over any other terms or conditions which the Supplier may seek to impose unless expressly accepted in writing by the Purchaser.
- ii. Where the contract is stated by the Purchaser to be subject to any Special Conditions, they shall take precedence over these conditions of purchase in any case where conflict exists.

3. Price, Payment Terms and Invoicing

- i. Unless otherwise specifically stated in the Purchaser's order all prices quoted therein shall be firm and, subject to clause 5, may not be varied except with the Purchaser's express agreement in writing.
- ii. Invoices must be marked for the attention of the Purchaser's Finance Department at the address specified on the Purchaser's order and must state the Purchaser's Order Number, the description and quantities in sufficient detail to identify the Goods covered and include any applicable VAT and the Supplier's VAT registration number.
- iii. Subject to such special terms of payment as may be stated in the order, payment of the price shall be made at the end of the next month following receipt of invoice by the Purchaser or at the end of the next month following completion of delivery in accordance with the terms of the contract whichever is the later. If delivery is made earlier than the due date it shall for this purpose be deemed to have been made on the due date.

4. Drawings and Tools Provided by the Purchaser

- i. All specifications, drawings, technical documents, tooling, equipment and other material provided by the Purchaser to the Supplier as free issue or on loan in connection with the order, or prepared by or for the Supplier at the Purchaser's cost, shall be and remain the property of the Purchaser. Such material shall not without the express written consent of the Purchaser be copied or reproduced or be communicated or made available to any third party or be used except for the purpose of performing the contract.
- ii. All such specifications, drawings, technical documents, tooling, equipment and other material shall be maintained by the Supplier in good condition and the Supplier shall adequately insure the same at the Supplier's cost against all risks until disposed of in accordance with the Purchaser's written instructions. Disposal of such items (other than materials used in the production of Goods) by the Supplier shall only be in strict accordance with the Purchaser's written instructions on completion of the order.

5. Variations

- i. The Purchaser reserves the right to vary the contract at any time or times by notice in writing to the Supplier. If such variation involves an increase or decrease in the quantity of Goods or work specified in the order or in cost or in time for delivery or performance, a fair and reasonable adjustment shall be made in the contract price and/or the time(s) for delivery and the Supplier shall provide all necessary facilities and information to assist the Purchaser in agreeing such adjustment(s). Any claim for adjustment under this clause must be received by the Purchaser within 30 days after the date on which the notice of variation is received by the Supplier.
- ii. No variation or amendment proposed by the Supplier shall be binding upon the Purchaser unless agreed to in writing signed by a duly authorised representative of the Purchaser.

6. Inspection and Testing

- i. The Purchaser shall be entitled to inspect the Goods at any time or times during manufacture.
- ii. The Purchaser shall have the right to reject the Goods, or any of them, upon or following delivery if the Goods or any of them are in any respect defective or not in accordance with the requirements and warranty set out in clause 8. Where Goods are rejected they will be removed by the Supplier forthwith at the Supplier's own expense. The risk in such rejected Goods shall pass to the Supplier immediately upon notification by the Purchaser of such rejection.

7. Delivery

- i. Subject to such special instructions as may be stated in the order the Goods shall be delivered suitably packed and carriage paid at the Supplier's risk to the address specified on the order. The Supplier shall supply with each consignment of Goods an Advice Notice specifying the Purchaser's Order Number and full particulars of the Goods supplied and where such delivery is to other than the Purchaser's premises, a complete copy of all the despatch documents shall be sent to the Purchaser on the day of despatch.
- ii. The Goods shall be delivered by the Supplier at the time or times specified in the order and in this respect time shall be of the essence. Failure so to deliver shall entitle the Purchaser to terminate the contract in whole or in part without liability and the Supplier shall reimburse to the Purchaser the amount of any loss, damage, cost and expense incurred as a result of such failure, including such as results from procurement from another supplier.
- iii. Upon request the Supplier shall provide the Purchaser with information relating to progress with respect to the order.
- iv. The risk and title in the Goods shall remain with the Supplier until delivery to the point specified in the order. Thereafter, risk and title shall pass to the Purchaser.

8. Warranty

- i. The Supplier warrants that the Goods shall conform as regards quantity, quality and description with all the particulars stated in the order and shall be of sound materials, workmanship and design. If samples or patterns are provided or if specifications are

quoted the Goods shall also conform to such samples, patterns or specifications. The Purchaser relies upon the skill and judgement of the Supplier and the Supplier warrants that the Goods shall be fit for the purposes and capable of the performance specified by the Purchaser.

- ii. If within 12 calendar months after delivery of the Goods any of the Goods or parts thereof are found to be defective as to design, materials or workmanship or to be in any respect not in conformity with the requirements and warranty set out in clause 9 i above, the Supplier shall upon notification by the Purchaser to that effect forthwith at the cost of the Supplier remedy such defects or non-conformity or at the option of the Purchaser replace such Goods or parts and deliver the replacements as directed by the Purchaser. In the event of the Supplier failing to remedy the defect in a reasonable time after notification to the Supplier, the Purchaser shall be entitled to remedy the defects or non-conformity or to have them remedied by some other party and if it shall do so the cost of such work shall be reimbursed by the Supplier.
- iii. The provisions of clause 9 ii shall apply to the Goods or parts remedied and to the replacements until the expiry of 12 calendar months from the date on which the remedial work is completed and (in the case of replacements) until the expiry of 12 calendar months from the date of delivery of the replacements.
- iv. The Supplier shall indemnify the Purchaser and insure against all liability, loss, damage, cost and expense which the Purchaser may sustain or incur, and against all claims and proceedings which may be made or brought against the Purchaser, as a consequence of the supply of such defective or non-conforming Goods or parts.

9. Patents and Design Rights

- i. If any Goods, apparatus, devices or processes supplied under the contract or used in connection therewith shall (whether alone or in combination with other such Goods, apparatus, devices or processes or anything else) infringe or be alleged to infringe any patent, registered design, trade mark, copyright or other intellectual or industrial property right the Supplier shall indemnify the Purchaser against all claims, damages, loss, expenditure and liability which may be made against the Purchaser or which the Purchaser may sustain or incur by reason of or in connection with such infringement or alleged infringement. This indemnity shall not extend to Goods, apparatus, devices or processes made or used in accordance with the Purchaser's own specifications, drawings or designs, or supplied by the Purchaser.
- ii. The Purchaser shall be entitled to terminate the Contract in whole or in part and without liability should any allegation of any such infringement be made.

10. Confidentiality

The order and the subject matter thereof together with all information or samples supplied by the Purchaser and relating in any way to the Purchaser's business, processes, research or property shall be treated as and kept confidential by the Supplier and the Supplier shall not disclose any of them or any details concerning them for any purpose whatsoever (including advertisements, display or publication) without the Purchaser's prior consent in writing, nor shall the Supplier use any of them except for the purpose of performing the contract.

11. 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.

12. Rights of Termination

Without prejudice to any of its other rights or remedies, the Purchaser may terminate the contract immediately if the Supplier 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.

13. Supplier's Liability

- i. The Supplier shall not limit or exclude its liability for:
 - a. death or personal injury caused by its negligence; or
 - b. fraud or fraudulent misrepresentation; or
 - c. any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
 - d. any other liability which cannot be excluded or limited by Law.
- ii. The Supplier shall comply at its own expense with all Acts of Parliament and all statutory orders, regulations and bye-laws applicable to the contract.

14. 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.

15. Assignment

The Supplier shall not assign or sub-contract any of its obligations hereunder without the prior written consent of the Purchaser.

16. 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.

17. 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 Purchaser 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 shall be the data controller and the Supplier shall be a data processor, and in any such case:
 - i. the Purchaser confirms that the Purchaser 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 comply at all times with Data Protection Legislation in respect of the performance of its obligations under this Agreement; and
 - iii. 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 Supplier shall indemnify the Purchaser for any cost, claim or expense which the Purchaser may incur arising as a result of:
 - i. the Supplier breaching Data Protection Legislation or privacy legislation; or
 - ii. any act or omission of the Supplier which causes the Purchaser 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 price or the rights or obligations of the parties under this contract shall be agreed in writing.
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 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.