

Terms and Conditions of Sale

The following are the Terms and Conditions governing the sale of products and services by the Technetix group of companies. In these Terms and Conditions, Technetix means Technetix Poland Sp. Z.o.o. of Bacciarrellego 54 Str. Wroclaw, Poland.

1. Contract

- a) All quotations are made and all orders are accepted by Technetix subject to these Terms and Conditions; all other terms and conditions are excluded from any contract between Technetix and the customer entity identified in the order ("Customer"), including any terms and conditions on any order or similar document. Any written quotation or estimate provided by Technetix shall not constitute an offer and all Customer orders for products sold by Technetix ("Products") and services performed by Technetix ("Services") shall be deemed to be an offer by the Customer to purchase the Products or Services pursuant to these Terms and Conditions. No binding contract shall be created by the placing of an order by the Customer unless and until Technetix has sent an order acknowledgement to the Customer. Technetix has no obligation to accept orders from the Customer. The Customer acknowledges that no marketing materials or any other information supplied by Technetix or any verbal representation by any employee or agent of Technetix shall be part of the Contract.
- b) These Terms and Conditions and Technetix' order acknowledgement, constitute the complete agreement between the parties for the supply of the Products and/or Services ("Contract") save that if there is a written agreement in place between the Customer and Technetix that governs the ongoing sale and purchase of Products and Services by the parties, the terms of such agreement shall prevail to the extent that there is any conflict with these Terms and Conditions.

2. Price and Payment

- a) The price of the Products and Services shall be that confirmed by Technetix in its order acknowledgment and is exclusive of any Value Added Tax or other applicable sales tax, levy or duty required by law. The Customer shall pay all charges, duties and/or other taxes required by law and/or which are assessed against the Product or Services in any relevant jurisdiction. Where the total order value is less than €250, Technetix may charge an administration fee of €40. Technetix may modify the price where delivery is due more than three (3) months after the date of the order acknowledgement.
- b) Unless otherwise stated in Technetix' order acknowledgement, (i) Technetix shall issue an invoice for the Products on shipping and for the Services in advance and (ii) each invoice will be due and payable thirty (30) days from the date of invoice. Technetix may invoice at the exchange rate prevailing at the shipment date. No payment shall be deemed to have been received until Technetix has received cleared funds.
- c) Any amounts payable by the Customer that remain unpaid thirty (30) days after the due date may be subject to interest at the statutory interest rate for late payments prevailing in the country in which Technetix is located; interest will run from day to day from the date when payment for the Product is due until the date of payment in full by the Customer and shall accrue after as well as before any judgement. The Customer shall reimburse Technetix all costs and expenses (including legal costs) incurred in the collection of any overdue payments.
- d) The Customer shall not be entitled by reason of any set-off, counter-claim, abatement or other similar deduction to withhold payment of any amount due to Technetix.

3. Delivery

- a) Unless otherwise specified in Technetix' order acknowledgement, delivery of the Products shall be FCA (INCOTERMS 2010). Notwithstanding any alternative delivery terms agreed, the Customer shall pay air freight costs where the Customer requires delivery by air freight. Any anticipated delivery date provided by Technetix for delivery of the Products is intended to be an estimate. If no dates are so specified, delivery will be within a reasonable time. The quantity of any consignment of Products as recorded by Technetix shall be deemed to represent the quantity received by the Customer unless the Customer can provide conclusive evidence proving the contrary. Technetix shall be entitled to suspend deliveries of Products and/or performance of Services if any payment is overdue.

- b) Technetix shall be entitled to deliver in instalments and in any sequence. No failure by Technetix to deliver one or more instalments shall entitle the Customer to repudiate the Contract to which the instalments relate and/or to claim damages. Each instalment shall be a separate Contract provided that delivery of instalments may be withheld until the price for the Products comprised in earlier instalments has been fully paid.
- c) If the Products cannot be despatched to their destination at the date scheduled for reasons attributable to the Customer and/or outside Technetix' reasonable control, Technetix shall be entitled to store such Products at the Customer's expense and risk, in which case the warehouse receipts shall serve as substitutes for the shipping documents in all respects and the Customer undertakes to reimburse Technetix within fourteen (14) days of first demand any and all additional expenses so incurred.
- d) The Customer shall inspect the Products immediately upon delivery and stamp and sign the relevant delivery documents where requested. The Customer shall notify Technetix within five (5) working days of delivery if the Products are damaged or do not comply with the Contract, failing which acceptance of the Products shall be deemed to have occurred, and the Customer shall preserve such Products intact together with original packing at the Customer's risk and either (i) retain such Products for a reasonable period to enable Technetix or its agent to inspect or collect the Products or (ii) at Technetix' option, return such Products to Technetix.

4. Risk and Title

- a) Risk in the Products shall pass to the Customer upon delivery in accordance with Section 3(a) above.
- b) Title to the Products (but not title to any software) shall only pass to the Customer when Technetix has received in full (in cleared funds) all sums due to it under the relevant order. Until title to the Product has passed to the Customer, the Customer shall possess the Product as fiduciary agent and bailee of Technetix. The Customer shall not destroy, deface or obscure any identifying mark or packaging on or relating to the Products. If Technetix so requires, the Customer shall store the Products separately from other goods and shall ensure that they are clearly identifiable as belonging to Technetix. During such time as the Customer possesses any Product with Technetix' consent, the Customer may in the normal course of its business sell or hire the goods as principal and without committing Technetix for any liability to the person dealing with the Customer. The Customer grants to Technetix, its agents and employees an irrevocable licence at any time to enter any premises where the Products are or may be stored, with or without vehicles, for the purpose either of inspecting the Products, or, where any of the events described in Section 9(b) occur in relation to the Customer, of recovering any Product in respect of which title has not passed to the Customer.

5. Warranties and Remedies

- a) Technetix warrants to the Customer that (i) the Products (excluding any software) shall be free from any material defects in materials and workmanship for a period of twelve (12) months from the date of delivery ("Equipment Warranty") and (ii) the Services will be performed with reasonable care and skill ("Services Warranty"). Technetix warrants Products repaired or replaced under the original warranty for a period of ninety (90) days from the date of shipment of the repaired Product or the remainder of the original warranty, whichever is longer.
- b) In the event of any breach by Technetix of the warranties set out in Section 5(a), the Customer shall notify Technetix of the breach within ten (10) working days of the date when the Customer discovers the breach and, where requested by Technetix, return the Product to Technetix at Customer's expense. Technetix shall, at its own expense and as soon as it is reasonably able, investigate that breach. The Customer's sole and exclusive remedy and Technetix' entire liability will be for Technetix to use its commercially reasonable endeavours to: (i) in respect of a breach of the Equipment Warranty, at Technetix' discretion, repair and/or replace the Product in question. If Technetix no longer manufactures that Product, Technetix shall be entitled to replace the Product with products of an equivalent standard and quality or (at its discretion) refund

the price paid for that Product; and (ii) in respect of a breach of the Services Warranty, at Technetix' discretion, re-perform the Services within a reasonable time or refund the price paid by the Customer in respect of the Services in question.

- c) Notwithstanding the warranty set out in Section 5(a), Technetix shall be under no liability in respect of a defect arising from (i) tampering, misuse, wilful damage, abnormal working conditions, failure to follow Technetix' instructions (whether oral or in writing) or negligence; (ii) accidental damage or any other damage not consistent with fair wear and tear; (iii) work performed on the Product by any person other than Technetix or its authorised subcontractors; (iv) any software (other than software supplied by Technetix) downloaded to the Product; or (v) the Customer's site conditions not conforming to any specifications for the Products.
- d) To the maximum extent permitted by applicable law, the warranties stated in this Section 5 are exclusive and in lieu of all other warranties and conditions, whether express, implied or statutory, including, but not limited to, any warranty of quality, fitness for a particular purpose, non-infringement, design or suitability, with respect to the Products, the Services and the Contract.

6. Intellectual Property Rights

The Customer acknowledges that Technetix is the owner (or licensee) of all patents, registered designs, copyright and other similar rights whether registrable or not in any country ("Intellectual Property Rights") in the Products and in any drawings, designs, tooling, equipment and other materials provided to the Customer by Technetix. Any Intellectual Property Rights arising or created in (i) any enhancements and modifications to the Products, (ii) any derivatives created from the Products, and (iii) the performance of the Services, shall vest in Technetix and the Customer shall not be entitled to any rights in the foregoing by reason of any feedback, trial results, designs or other contributions provided to Technetix by the Customer.

7. Confidentiality

- a) "Confidential Information" means all information relating to all or any part of the business, financial affairs, product development plans and concepts, pricing policies, customers, marketing plans and any other information provided by or on behalf of a party that ought reasonably to be treated as confidential and/or proprietary.
- b) Each party agrees that it shall use the Confidential Information received or disclosed to it solely for the purposes of the Contract and that it shall not at any time during or after completion, expiry or termination of the Contract disclose such Confidential Information whether directly or indirectly to any third party except (i) with the prior written consent of the disclosing party; (ii) to the extent necessary to comply with any applicable law, legal process or professional regulations; (iii) to its auditors, legal advisors and other professional advisors; and (iv) in order to enforce its rights under this Agreement.

8. Exclusion and Limitation of Liability

- a) Notwithstanding anything to the contrary in the Contract, neither party excludes or limits its liability in respect of death or personal injury caused by the negligence of that party, or liability for fraudulent misrepresentation or such other liability which cannot under applicable law be excluded or limited by agreement.
- b) SUBJECT TO SECTION 8(a) ABOVE, NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT OR TORT, UNDER STATUTE OR OTHERWISE, FOR ANY AMOUNT WITH RESPECT TO LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF BUSINESS OPPORTUNITY, LOSS OF DATA OR ANY TYPE OF INDIRECT LOSS IN CONNECTION WITH CLAIMS ARISING OUT OF THE CONTRACT OR OTHERWISE RELATING TO THE PRODUCTS AND/OR SERVICES, WHETHER OR NOT THE LIKELIHOOD OF SUCH LOSS WAS CONTEMPLATED.
- c) SUBJECT TO SECTION 8(a) AND SECTION 8(b) ABOVE, THE LIABILITY OF TECHNETIX TO THE CUSTOMER ARISING OUT OF THE CONTRACT OR OTHERWISE IN CONNECTION WITH ANY ACT OR OMISSION OF TECHNETIX SHALL BE LIMITED TO THE AMOUNT PAID OR PAYABLE BY THE CUSTOMER TO TECHNETIX FOR PRODUCTS AND/OR SERVICES UNDER THE APPLICABLE ORDER.

9. Termination

- a) Without prejudice to any other rights to which it may be entitled, either party may give notice in writing to the other terminating

the Contract with immediate effect (or at any time thereafter) if the other party commits any material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of that party being notified of the breach.

- b) If at any time either party shall become insolvent or become the subject of a winding up order (of any type) or an administration order, or compound with its creditors, enter into a company voluntary arrangement or scheme of arrangement, then the other party shall be entitled to terminate the Contract immediately upon written notice.
- c) Each party's further rights and obligations shall cease immediately on termination of the Contract, but termination does not affect either party's accrued rights and obligations at the date of termination. Upon termination of the Contract, each party shall immediately deliver to the other all Confidential Information disclosed to it under the Contract and any other documentation, material and data provided to it by the other party.

10. Force Majeure

Technetix and the Customer shall be excused from performance for any period during which, and to the extent that, it or its subcontractors are prevented from performing any obligation or service, in whole or in part, as a result of causes beyond its reasonable control (including but not limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, communication line failures, and power failures).

11. General

- a) The Contract constitutes the entire agreement between the parties concerning the subject matter of the Contract and supersedes all previous arrangements, commitments, understandings and agreements between the parties concerning the subject matter of the Contract. In case of conflict between these Terms and Conditions and Technetix' order acknowledgement, Technetix' order acknowledgement shall prevail. No variation of the Contract shall be effective unless such variation is in writing and signed on behalf of Technetix by a person known to the Customer to be authorised by Technetix.
- b) If any provision of the Contract shall be held to be void or unenforceable in whole or in part, the Contract shall continue in force in relation to the unaffected provisions and the parties will, to the extent permitted by law, use all reasonable endeavours in good faith to re-negotiate the provision held to be void and unenforceable to achieve the same objects. The waiver by either party of any default or breach of the Contract shall not constitute a waiver of any other or subsequent default or breach.
- c) All notices pertaining to the Contract shall be in writing and sent to the parties at the addresses set out in the order acknowledgement and shall be deemed to have been received upon confirmed delivery by any reputable delivery service.
- d) The Customer may not assign or transfer its rights and/or obligations under the Contract without the prior written consent of Technetix.
- e) Technetix is, and throughout the term of the Contract shall be, an independent contractor, and not an employee, partner or agent, of the Customer. Nothing in the Contract shall be construed as creating a partnership between the parties or as authorising either party to act as agent for the other.
- f) The construction, validity and performance of the Contract shall be governed by the laws of England and no person other than a party to this agreement shall have any rights to enforce any term of this agreement.
- g) Where the Customer is a company registered in a member state of the European Economic Area, the parties hereby submit to the exclusive jurisdiction of the English courts. Where the Customer is a company registered in a country which is not a member of the European Economic Area, any dispute between the parties arising out of or in connection with the Contract shall be finally settled by arbitration in accordance with the rules of the International Chamber of Commerce ("ICC") by a single arbitrator agreed by the parties or, in the absence of such agreement within thirty (30) days of referral of the dispute to the ICC, appointed by the ICC. The seat of the arbitration shall be in London, England and the language of the arbitration shall be English and the law of the arbitration shall be English law.