

# PRP OPTOELECTRONICS LTD

## TERMS AND CONDITIONS OF SALE

Unit 2 Western Gate, Hillmead Enterprise Park, Langley Road, Swindon SN5 5WN, United Kingdom.



### 1. DEFINITIONS AND INTERPRETATION

Company: refers to PRP Optoelectronics, including its employees and authorised agents.

Buyer: refers to the person, firm, or entity purchasing the Goods from the Company.

Goods: refers to the physical items, equipment, or products supplied by the Company.

Contract: refers to the legally binding agreement between the Company and the Buyer for the sale and purchase of the Goods, governed by these terms and conditions.

### 2. DELIVERY

Unless otherwise specified, prices are based on the Goods being delivered ex-works (INCOTERMS 2010 – EXW). Unless requested otherwise, the Company will consider the Goods despatched when they are ready for collection and the Buyer has been informed.

Where delivery is to be organised by the Company on behalf of the Buyer, the Company will arrange delivery to the address shown on the purchase order using courier/shipping agent account information provided by the Buyer.

The Company accepts no liability for Goods damaged during delivery by the Buyer's courier/shipping agent.

If the Goods are being exported outside of the United Kingdom, evidence of transportation and proof of delivery (including C88) must be provided to the Company within 15 days of delivery.

### 3. PRICES

The price agreed in any Contract is subject to variation at the discretion of the Company to compensate the Company for fluctuations in exchange rates, increases in taxes or duties imposed by any government or authority, and increases in prices charged to the Company by its suppliers.

### 4. PAYMENT TERMS

The Buyer shall pay all invoices in full and in cleared funds within 30 days of the invoice date via electronic transfer to the Company's nominated U.K. bank account. If the Buyer fails to make any payment due under the Contract by the due date, the Company reserves the right to charge interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate, accruing daily until payment is made.

Credit is available only after the Company has established a credit limit. The Company reserves the right to require a Letter of Credit, advance payment, or scheduled payment terms for transactions involving large amounts or unusual risks.

### 5. PROPERTY AND RISK

a) The property in any Goods sold shall remain with the Company until the Buyer has paid for the Goods and discharged any other indebtedness to the Company.

b) In the event that the Buyer is in default of any payment to the Company or enters into a composition or arrangement with or makes any assignment for the benefit of their creditors or that a Receiver is appointed of the Buyer's property or assets or any part thereof or that a court order is made or a resolution passed for the winding-up of the Buyer (except for the purposes of reconstruction or amalgamation) or that the Buyer commits any act of bankruptcy, the Company's consent to the Buyer's possession of the Company's Goods shall cease and the Company shall be entitled forthwith to enter the Buyer's premises and to repossess its Goods.

c) Goods shall be at the Buyer's risk from the time they are collected from the Company's premises.

### 6. EXCLUSION AND LIMITATION OF LIABILITY

Nothing in these terms shall limit or exclude the Company's liability for death or personal injury caused by its negligence, or for fraud or fraudulent misrepresentation. Subject to this, the Company shall under no circumstances whatsoever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of revenue, or any indirect or consequential loss arising under or in connection with the Contract. The Company's total financial liability to the Buyer in respect of all other losses arising under the Contract shall be strictly limited to 100% of the price paid by the Buyer for the specific Goods giving rise to the claim.

### 7. FORCE MAJEURE

The Company may cancel this Contract without liability on either side in the event that performance by the Company is rendered impossible or commercially impracticable by reason of any cause outside the Company's reasonable control including (without limitation) any act of God or government, war, insurrection, embargoes, unavailability of supplies or of raw materials, labour disputes, illness, flood, fire, currency control, or civil commotion.

### 8. GOVERNING LAW AND JURISDICTION

This and any other agreement between the Company and the Buyer shall be governed by English Law. Any dispute between the Company and the Buyer shall be subject to the exclusive jurisdiction of the courts of England and Wales.

### 9. PRECEDING INFORMATION

The Buyer shall make good to the Company any loss on account of delay by the Buyer in furnishing adequate and suitable specifications, drawings, tools, parts, or materials required to enable the Company to proceed. Descriptive and shipping specifications and particulars of weight and dimensions furnished to the Buyer are approximate only, and any descriptions and illustrations in the Company's trade literature are intended to give only a general idea of the Goods and none of these shall form part of the Contract.

### 10. SHORTAGE OR DAMAGE

No claim for non-delivery, shortage, or damage will be considered unless received in writing by the Company and also by any carrier known by the Buyer to be concerned within 30 days next after the date on which the Goods are despatched from the Company's premises.

### 11. EQUIPMENT WARRANTY

The Company undertakes to replace or (at its option) repair any Goods proved to its reasonable satisfaction to have failed within twelve months next after the date on which they are ready for despatch from its premises by reason of faulty materials or workmanship used in their manufacture or (if in the Company's option such replacement or repair is impracticable) to refund any price paid for the failed Goods PROVIDED:

- this undertaking shall not extend to failures not reported to the Company within the period mentioned in clause 10 above where such failures result from defects which ought reasonably to have been discovered if inspection and/or test of the Goods had been practicable.
- the Buyer informs the Company promptly on discovery of the alleged failure and promptly returns the Goods carriage paid with a full written report on the failure unless the Company agrees to inspect and replace or repair in situ.
- the Goods have been stored, installed, maintained, and used properly having regard in particular to the Company's and other agreed applicable specifications and instructions.
- this undertaking shall not apply to any Goods or parts thereof obtained by the Company from another.
- the Buyer shall refund to the Company the cost to the Company of any replacement, repair, or redelivery of the Goods affected by the Company where the failure is not within the scope of this undertaking.
- The Buyer shall have no right to reject later than the end of the period mentioned in clause 10. Any liability howsoever arising whether in contract or in tort or under statute in respect of quality, fitness, condition, use, trade description, specification, or representation of or relating to the Goods supplied is hereby excluded, and the Buyer shall have no rights other than as stated in this Condition in respect of Goods which have failed after delivery.

### 12. PATENTS ETC INFRINGEMENT

The Company shall indemnify the Buyer against claims by owners or licensees of patents and registered designs of the country of declared first destination of the Goods for infringement thereof by use or sale of the Goods. This indemnity shall not apply to infringements resulting from the Company's use of the Buyer's parts, designs, or specific instructions, or from use or sale in combination with other items where infringements would not have occurred but for such combination. The Buyer must immediately inform the Company of any claims, make no settlement or admission, and permit the Company at its own expense to deal with the claims. The Company's liability under this condition is limited to the amount of royalties or payments ordered or agreed to be paid to the owner or licensee of the patent or design.

### 13. COPYRIGHT AND CONFIDENTIALITY

The copyright in all the Company's documents (including drawings) furnished to the Buyer for the purposes of this Contract shall at all times remain vested in the Company and neither they nor their contents shall be used without the Company's express written consent for any purpose other than that for which they were furnished.

### 14. TOOLS, DIES, MOULDS, ETC

Any tools, dies, moulds, etc. used by the Company for the purpose of its performance of this Contract will be charged at part cost only and will remain the property of the Company.

### 15. SPECIFICATIONS

- The Buyer accepts responsibility for the Goods (and all combinations of the Goods with services, software, or other Goods) achieving the Buyer's intended results and for the selection of and results obtained from any services, software, or other Goods with which the Goods are used in combination.
- The Company does not warrant that the Goods are of any particular quality or conform to any particular specification other than the contractual specification.

### 16. SOFTWARE

Unless otherwise stipulated by the Company, all software supplied in whatever form is supplied under licence and not by way of sale and is subject in the case of the Company's software to the Company's relevant terms and conditions of licence and in the case of other software to terms and conditions equivalent to those agreed between the Company and the Company's licensor.

### 17. TERMINATION

Without limiting its other rights or remedies, the Company may terminate this Contract with immediate effect by giving written notice to the Buyer if the Buyer commits a material breach of any term of the Contract and fails to remedy that breach within 14 days of being notified in writing to do so.

The Company may also terminate the Contract immediately if the Buyer fails to pay any amount due on the due date for payment, or if the Buyer takes any step or action in connection with its entering administration, provisional liquidation, bankruptcy, or any arrangement with its creditors.

### 18. GENERAL PROVISIONS

No variation of this Contract or these terms shall be effective unless it is in writing and signed by the authorised representatives of both parties. 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.