

## TERMS AND CONDITIONS OF SALE

The customer's attention is drawn in particular to the provisions of clause 10.

### 1. Interpretation

#### 1.1 Definitions:

**Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with clause 12.4.

**Contract:** the contract between Laser Wire and the Customer for the sale and purchase of the Goods in accordance with these Conditions and Laser Wire's written Order Acknowledgment.

**Customer:** the person or firm who purchases the Goods from Laser Wire.

**Force Majeure Event:** an event or circumstance beyond a party's reasonable control.

**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, the Customer's written acceptance of Laser Wire's quotation, or overleaf, as the case may be.

**Order Acknowledgment:** Laser Wire's written acceptance of the Order.

**Specification:** any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and Laser Wire.

**Laser Wire:** Laser Wire Solutions Limited (registered in England and Wales with company number 07800816).

#### 1.2 Interpretation:

(a) 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.

(b) 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.

(c) a reference to writing or written includes emails.

### 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 are complete and accurate.

2.3 The Order shall only be deemed to be accepted when Laser Wire issues a written Order Acknowledgment, at which point the Contract shall come into existence.

2.4 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

2.5 Any samples, drawings, descriptive matter or advertising produced by Laser Wire and any descriptions or illustrations contained in Laser Wire's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

2.6 A quotation for the Goods given by Laser Wire shall not constitute an offer. Unless otherwise stated, a quotation shall only be valid for a period of 14 days from its date of issue.

### 3. Goods

3.1 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify Laser Wire 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 professional costs and expenses) suffered or incurred by Laser Wire in connection with any claim made against Laser Wire for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Laser Wire's use of the Specification. This clause shall survive termination of the Contract.

3.2 Laser Wire reserves the right to amend the Specification of the Goods if required by any applicable statutory or regulatory requirements. .../continued on next page

## TERMS AND CONDITIONS OF SALE (continued)

3.3 All intellectual property rights (including, without limitation, patent, copyrights, design rights, and related rights) and inventions arising out of and in relation to the Specification and the Goods will remain with Laser Wire. The customer will execute all documents and do all acts as may, in the opinion of Laser Wire, be necessary to give effect to this clause.

### 4. Delivery

4.1 Unless otherwise agreed in writing, the Customer shall collect the Goods from the Supplier's address as stated in the Order Acknowledgment or such other location as may be advised by Laser Wire prior to delivery (Delivery Location) once Laser Wire has notified the Customer that the Goods are ready.

4.2 Delivery is completed on the completion of the loading of the Goods at the Delivery Location.

4.3 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Laser Wire shall not be liable for any delay in delivery of the Goods.

4.4 If Laser Wire 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. Laser Wire 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 Laser Wire 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 delivery of the Goods when Laser Wire notifies the Customer that the Goods are ready:

(a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the day after the day on which Laser Wire notified the Customer that the Goods are ready; and

(b) Laser Wire shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

4.6 If seven days after the day on which Laser Wire notified the Customer that the Goods are ready the Customer has not accepted delivery of them, Laser Wire 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 If Laser Wire delivers up to and including 10% more or less than the quantity of Goods ordered the Customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Goods was delivered, a pro rata adjustment shall be made to the Order invoice.

4.8 Laser Wire may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

### 5. Quality

5.1 Save for the exclusions set out in clause 5.2 Laser Wire warrants that on delivery, and for a period of 12 months from the date of delivery (Warranty Period), the Goods shall:

(a) conform in all material respects with their description and any applicable Specification; and

(b) be free from material defects in design, material and workmanship; and

(c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and

(d) be fit for any purpose held out by Laser Wire.

5.2 The Warranty Period does not apply to:

(a) Consumable items, which are not warranted; and

(b) Optical components, which are warranted for 90 days.

5.3 Subject to clause 5.4, if:

(a) the Customer gives notice in writing to Laser Wire during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;

(b) Laser Wire is given a reasonable opportunity of examining such Goods; and *.../continued on next page*

## TERMS AND CONDITIONS OF SALE (continued)

(c) the Customer (if asked to do so by Laser Wire) returns such Goods to Laser Wire's place of business at the Customer's cost,

Laser Wire shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

5.4 Laser Wire shall not be liable for the 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 5.3;
- (b) the defect arises because the Customer failed to follow Laser Wire'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 Laser Wire following any drawing, design or Specification supplied by the Customer;
- (d) the Customer alters or repairs such Goods without the written consent of Laser Wire;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- (f) the Goods differ from their description or the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.5 Except as provided in this clause 5, Laser Wire shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.6 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 Laser Wire.

### 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 shall not pass to the Customer until Laser Wire receives payment in full (in cleared funds) for the Goods and any other goods that Laser Wire has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Laser Wire's property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- (d) notify Laser Wire immediately if it becomes subject to any of the events listed in clause 9.1; and
- (e) give Laser Wire such information relating to the Goods as Laser Wire 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 9.1, then, without limiting any other right or remedy Laser Wire may have:

- (a) the Customer's right to use the Goods ceases immediately; and
- (b) Laser Wire may at any time:
  - (i) require the Customer to deliver up all Goods in its possession; and
  - (ii) 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.

### 7. Price and Payment

7.1 The price of the Goods shall be the price set out in the written Order Acknowledgment.

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## TERMS AND CONDITIONS OF SALE (continued)

7.2 Laser Wire 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 Laser Wire's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs) provided that any increase does not exceed the increase in cost to Laser Wire;
- (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 Laser Wire adequate or accurate information or instructions.

7.3 The price of the Goods excludes amounts in respect of value added tax (VAT), export, import and other taxes and duties which the Customer shall additionally be liable to pay to Laser Wire at the prevailing rate, subject to the receipt of a valid VAT invoice.

7.4 Laser Wire may invoice the Customer for the Goods on or at any time after the Contract has come into force.

7.5 The Customer shall pay the invoice in full and in cleared funds within 30 days of the date of the invoice. Payment shall be made to the bank account nominated in writing by Laser Wire. Time for payment is of the essence.

7.6 If the Customer fails to make any payment due to Laser Wire 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 HSBC Bank Plc'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.

7.7 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). Laser Wire 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 Laser Wire to the Customer.

## 8. Customer's Obligations

8.1 The Customer will not:

- (a) represent to any person that it is an agent or sole or exclusive distributor of Laser Wire;
- (b) pledge or purport to pledge Laser Wire's credit;
- (c) commit or purport to commit Laser Wire to any contracts; or
- (d) otherwise incur any liability or potential liability on behalf of Laser Wire

8.2 The Customer will not take any action or do anything which would or would be likely to damage the reputation or goodwill of Laser Wire, or bring Laser Wire into disrepute.

8.3 The Customer will not, without Laser Wire's prior written consent, make or give any promises, representations, warranties or guarantees:

- (a) on behalf of Laser Wire; or
- (b) in relation to the Goods (other than those set out in a Contract in relation to the Goods or otherwise mandatory under applicable law)

8.4 Without prejudice to Laser Wire's obligations under Clause 8, the Customer must comply with all applicable laws, rules and regulations relating to, and must obtain all licences, permits and approvals required in relation to:

- (a) the marketing, promotion and advertising of the Goods; and
- (b) import, export, distribution, sale, supply and delivery of the Goods.

8.5 The Customer will not without Laser Wire's prior written consent alter, modify, disassemble or reverse engineer any of the Goods except as mandated by applicable law.

## 9. Termination

9.1 Without limiting its other rights or remedies, Laser Wire may terminate this Contract with immediate effect by giving written notice to the Customer if:

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## TERMS AND CONDITIONS OF SALE (continued)

(a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so;

(b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(c) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

(d) the Customer's financial position deteriorates to such an extent that in Laser Wire's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

9.2 Without limiting its other rights or remedies, Laser Wire may suspend provision of the Goods under the Contract or any other contract between the Customer and Laser Wire if the Customer becomes subject to any of the events listed in clause 9.1, or Laser Wire reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

9.3 Without limiting its other rights or remedies, Laser Wire may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due to Laser Wire under this Contract or otherwise on the due date for payment.

9.4 On termination of the Contract for any reason the Customer shall immediately pay to Laser Wire all of Laser Wire's outstanding unpaid invoices and interest.

9.5 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.

9.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

### 10. Limitation of Liability

10.1 Nothing in these Conditions shall limit or exclude Laser Wire'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 Laser Wire to exclude or restrict liability.

10.2 Subject to clause 10.1 Laser Wire shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

(a) loss of profits;

(b) loss of sales or business;

(c) loss of agreements or contracts;

(d) loss of anticipated savings;

(e) loss of use or corruption of software, data or information;

(f) loss of or damage to goodwill; or

(g) any indirect or consequential loss.

10.3 Laser Wire'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 the price of the Goods paid by the Customer to Laser Wire.

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## TERMS AND CONDITIONS OF SALE (continued)

### 11. Force Majeure

Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract (other than obligations to make payment) if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for 5 weeks, the party not affected may terminate this Contract by giving 1 week's written notice to the affected party.

### 12. General

#### 12.1 Assignment and other dealings

(a) Laser Wire 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 Laser Wire.

#### 12.2 Confidentiality

(a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.1(b).

(b) Each party may disclose the other party's confidential information:

(i) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12.2; and

(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

(d) Upon termination of the Contract for any reason, each party will upon the written request of the other return or permanently delete all Confidential Information of the requesting party that is in its possession.

#### 12.3 Entire agreement

(a) This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

(b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

12.4 Variation. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.5 Waiver. 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.

12.6 Severance. 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.

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## TERMS AND CONDITIONS OF SALE (continued)

12.6 Severance. 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.

12.7 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, or email.

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

12.8 Third party rights. No one other than a party to this Contract shall have any right to enforce any of its terms.

12.9 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

12.10 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.