

TERMS AND CONDITIONS OF CUBIS SYSTEMS



1. DEFINITIONS

In these Conditions:

- “Buyer” shall mean the person or entity who purchases the Goods from the Company.
- “Contract” shall mean the contract between the Company and Buyer for the sale and purchase of the Goods in accordance with these Conditions.
- “Company” shall mean Cubis Systems Limited and any of its affiliates.
- “Goods” shall mean the goods, products or materials supplied by the Company to the Buyer.

1.1. These Conditions apply to the Contract and to all sales of Goods by the Company to the Buyer notwithstanding any conflicting, contrary or additional terms and conditions contained in the Contract and to the exclusion of any other terms that the Buyer otherwise seeks to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing. Any such terms and conditions sought to be incorporated by the Buyer shall be of no effect unless and to the extent they are expressly agreed to in writing by the Company.

1.2. The Company reserves the right, at its sole discretion, to amend or vary these Conditions from time to time. The Company shall provide the Buyer with no less than thirty (30) days’ notice of such amendment(s) or variation(s), which may be communicated by publication on the Company’s website or other media where the Company may reasonably determine.

2. ORDERS AND SPECIFICATIONS

2.1. An order, request, or acceptance of quotation from the Buyer in respect of the Goods shall be deemed to be an offer by the Buyer to buy the Goods subject to these Conditions (“Offer”). No Offer shall be accepted or deemed to be accepted by the Company until the Company either delivers the Goods to the Buyer in accordance with the Offer or the Company confirms in writing to the Buyer in accordance with these Conditions that the Offer has been accepted, whichever is earlier. By making an Offer, the Buyer shall be deemed to confirm that the terms of its Offer, and any specifications or requirements specified in the Offer in relation to the Goods, are complete and accurate and that they are suitable for the intended purpose for which the Buyer intends to use the Goods. Unless otherwise agreed, any quotation is valid for a period of thirty (30) days only from its date, provided that the Company has not previously withdrawn it.

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2.2. If the Goods are to be manufactured, modified or any process is to be applied to the Goods by the Company in accordance with a specification submitted by the Buyer (including incorporating the Buyer's name or logo onto the Products), the Buyer:



2.2.1. acknowledges that such Goods are bespoke and not suitable for resale in the ordinary course of business and that once the Company has commenced production of such Goods or has procured materials specifically for the performance of the Contract, the Buyer shall not be entitled to cancel or vary the order without the Company's prior written consent. If the Buyer purports to cancel or otherwise repudiates the Contract after such point, the full Contract price for the affected Goods shall become immediately due and payable, together with any additional losses, costs and expenses incurred by the Company arising out of such cancellation or repudiation; and

2.2.2. shall indemnify and hold harmless the Company, its directors, officers, employees, shareholders, successors and assigns against all loss, damages, costs and expenses incurred in connection with any claim which results from the Company's use of the Buyer's specification, including but not limited to any actual or alleged infringement of a third party's intellectual property. For the avoidance of doubt this Condition 2.2 shall survive termination of the Contract.

2.3. The Company reserves the right to make any changes to the specification, materials or finishes of the Goods which are amended to conform with any applicable laws, rules or regulations, or, where the Goods are to be supplied to the Company's specification, which do not materially affect its quality or performance. These Conditions shall apply to any repaired or replacement Goods supplied by the Company.

3. DESCRIPTION

3.1. The description of the Goods shall be as set out in the Company's quotation. Any typographical, clerical, or other error or omission on any document issued by the Company shall be subject to correction by the Company, without incurring any liability. All samples, drawings, descriptive matter, specifications, and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force. Any advice or recommendation given by, or statement or representation made by the Company or its employees or agents to the Buyer or its employees or agents, relating to the Goods, which is not confirmed in writing in the Contract, is followed or acted upon entirely at the Buyer's own risk, and the Company shall not be liable for any such advice or

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recommendation. The Company does not assume any responsibility for the design or fitness for purpose of the Goods unless expressly agreed in writing.



4. DELIVERY

Unless otherwise agreed in writing, delivery of the Goods shall be made in accordance with the applicable Incoterm (Incoterms® 2020), as specified in the Contract, quotation or purchase order. The applicable Incoterm shall determine the place of delivery, the point at which risk passes, and the allocation of transport, insurance and customs costs.

Where the Buyer is responsible under the applicable Incoterm for collection or receipt of the Goods, the Buyer shall take delivery of the Goods within the agreed time. If the Buyer fails to take delivery or collect the Goods, the Company may (a) store the Goods until delivery takes place and charge the Buyer for all related costs and expenses (including storage, insurance and handling) and/or (b) sell the Goods at the best price reasonably obtainable and charge the Buyer for any shortfall below the Contract price together with any additional costs incurred.

Where delivery beyond the Company's premises is agreed under the applicable Incoterm, the Buyer shall ensure that appropriate access, facilities, equipment and labour are available at the delivery location. The Buyer shall indemnify the Company against any loss, damage or expense arising from any failure to do so.

Any special requirements specified by the Buyer relating to delivery, unloading or handling shall be at the Buyer's cost and risk unless expressly agreed otherwise in writing.

- 4.1. Any times specified by the Company for delivery of the Goods are intended to be an estimate only and time for delivery is not of the essence and shall not be made of the essence by notice. Early delivery shall not entitle the Buyer to reject the Goods. If no dates are specified, delivery shall be within a reasonable time.
- 4.2. The Company may deliver the Goods in instalments. Each instalment shall be treated as a separate delivery and any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel or reject any other instalments.
- 4.3. The Company's liability for failure to deliver the Goods shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods not delivered. For the avoidance of doubt, the Company shall not be

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liable in the event that the failure to deliver the Goods is as a result of events beyond the reasonable control of the Company, or as a result of the actions or omissions of the Buyer. Where, under the applicable Incoterm or otherwise, the Buyer is responsible for collection, uploading or handling of the Goods, the Buyer shall, at its cost and expense, provide at the delivery site adequate and appropriate equipment and manual labour for loading and unloading the Goods]



and the Buyer will indemnify the Company against any liability and expense caused by the Buyer's failure to provide such equipment and labour. The quantity of any consignment of Goods as recorded by the Company on dispatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary. Delivery dockets and all related documentation shall be retained by the Company in electronic versions only. Where the Buyer specifies particular requirements relating to the delivery and unloading of the Goods, any costs and expenses associated with such delivery and unloading requirements shall be payable by the Buyer including any cancellation costs associated with such special requirements.

4.4. The Company shall at all times be entitled to require security from the Buyer for payment of the purchase price before making delivery

5. RISK/TITLE

5.1. Risk in the Goods shall pass to the Buyer in accordance with the applicable Incoterm as specified in the Contract, quotation or purchase order. Title to the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of (a) the Goods, and (b) all other sums which are or which become due to the Company from the Buyer on any account. Until ownership of the Goods has passed to the Buyer, the Buyer shall: (a) until the Buyer has used the Goods in the ordinary course of its business, store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Company's property; (b) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; (c) not pledge, charge or otherwise encumber the Goods or any interest in them; (d) notify the Company immediately if it becomes subject to any of the events listed in Condition 5.2; and (e) give the Company such information relating to the Goods as the Company may require from time to time. Until title passes to the Buyer, the Buyer shall be entitled to use the Goods in the ordinary course of its business but if it resells the Goods, such sale shall be of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale and account to the Company for the proceeds of sale.

5.2. The Buyer's right to possession of the Goods shall terminate immediately if the Buyer goes into liquidation or a receiver, administrator, or similar officer is appointed over all or substantially all of

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the assets of the Buyer, or anything analogous to any of the above under the laws of any applicable jurisdiction occurs in relation to the Buyer. The Buyer grants the Company, its agents, and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored to inspect them, or, where the Buyer's right to possession has terminated, to recover them. The Company may also require the Buyer to recover the Goods if they have been installed or require extraction. Any costs associated with the recovery of the Goods shall be borne by the Buyer.



6. PRICE AND PAYMENT

- 6.1. Unless otherwise agreed in writing, the price for the Goods shall be the Company's relevant price as at the date of the Contract. The price for the Goods shall be exclusive of any value added tax. The Company reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods for any reason, including to reflect any increase in the cost of the Goods including, but not limited to, any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture); any request by the Buyer to change the delivery date(s), quantities or types of Goods ordered, or the specification; any delay caused by any instructions of the Buyer or failure of the Buyer to give the Company adequate or accurate information or instructions; or any delay caused by any typographical, clerical or other error or omission in the quotation. All returns of Goods are subject to a handling charge and carriage, if applicable.
- 6.2. The Company shall be entitled to invoice the Buyer for the price of the Goods after delivery of the Goods provided however that the Company shall be entitled in certain cases to require advance payment in whole or in part from the Buyer. Some accounts may be subject to a credit charge, which will be agreed in advance between the Company and the Buyer. Payment of the price for the Goods shall be due in the currency in which they are invoiced and shall be paid in full and cleared funds within thirty (30) days of the date of the invoice issued by the Company in accordance with the instructions of the Company (unless otherwise agreed in writing between both parties). Time for payment shall be of the essence. Errors in invoicing must be notified to the Company within seven (7) days of the date of invoice. No payment shall be deemed to have been received until the Company has received cleared funds. The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 6.3. The Company is entitled to set off any amount due to the Buyer from the Company against any amount due to the Company from the Buyer under the Contract. If the Buyer fails to pay the

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Company any sum due pursuant to the Contract, the Company shall be entitled to cancel the Contract or suspend any further deliveries to the Buyer and charge interest from the due date for payment at the annual rate of 3% above the base rate from time to time of the Bank of England accruing on a daily basis until payment is made, whether before or after any judgment.



7. WARRANTIES

7.1. Goods sold by the Company are warranted to be free from defects in materials or workmanship for a period of three (3) months from the date of delivery subject to the exclusions set out below.

7.2. Notwithstanding anything contained in these Conditions or the Contract, the Company shall not be liable for:

7.2.1. any defects in the quality or state of the Goods which would be apparent on a reasonable examination of the Goods being otherwise not in accordance with the terms of the Contract unless the Buyer notifies the Company of the defect in writing within fourteen (14) days after receipt of the Goods; nor

7.2.2. any defects in the quality or state of the Goods which would not be apparent on a reasonable examination unless the Buyer notifies the Company of the defect in writing within 3 (three) months of the Buyer's receipt of the Goods; nor

7.2.3. any defect in the Goods nor any other loss or damage incurred by the Buyer that arises as a result of the Company manufacturing the Goods in accordance with (a) any designs, specifications, calculations, or any other information supplied by the Buyer to the Company from time to time; and/or (b) any designs, specifications, calculations, or any other information supplied by the Company to the Buyer which is based on any information the Buyer has provided to the Company and the Buyer hereby agrees that it shall be solely responsible for any inaccuracies in the information supplied to the Company for the purpose of manufacturing the Goods

Any written notice given pursuant to 7.2.1 and 7.2.2 above shall specify the matters complained of.

The Company shall have the right, upon providing the Buyer one (1) business days' notice, to inspect the Goods and the Buyer shall make all necessary arrangements to allow the inspection to take place at the time and date notified by the Company.

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7.3. The Warranty given in Condition 7.1 shall not apply to:



- 7.3.1. any Goods which have been tampered with or stored in unsuitable conditions or for an excessive period or subjected to misuse negligence or accident after delivery or collection has taken place;
- 7.3.2. any claim arising from unfitness of the goods for their purpose it being the sole responsibility of the Buyer to ensure that the goods ordered are fit for the purpose intended;
- 7.3.3. any claim arising from the installation of the Goods;
- 7.3.4. instances where the Buyer makes any further use of such Goods after giving notice in accordance with Condition 7.2;
- 7.3.5. instances where the defect arises because the Buyer failed to follow the Company'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;
- 7.3.6. instances where the defect arises as a result of the Company following any drawing, design or specification supplied by the Buyer as set out at Condition 7.2; or
- 7.3.7. instances where the Buyer alters or repairs such Goods without the written consent of the Company.

7.4. Without prejudice to Condition 7.1 and except where the Goods are sold to a person dealing as a consumer, all other warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract. No representation warranty or indemnity is given by the Company that the Goods do not infringe any intellectual property rights of a third party.

8. LIMITATION OF LIABILITY

8.1. The Buyer acknowledges and agrees that it has read and understood the Company's health and safety information and installation guidelines as detailed on the Company's website. The Company shall not be liable to the Buyer for any failure of the part of the Buyer to adhere to such information and guidelines, and the Buyer hereby agrees to indemnify and hold harmless the Company, its directors, officers, employees, shareholders, successors and assigns against all loss, damages, costs and expenses awarded against or incurred by the Company in connection with a failure by the Buyer to adhere to such information and guidelines. Nothing in these Conditions excludes or limits the liability of the Company for any matter for which it would be illegal for the Company to exclude or attempt to exclude its liability.

8.2. The Company's liability in respect of a failure of the Goods to comply with the specifications is limited to the cost of replacement of the Goods, which shall be in all circumstances limited to the

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cost of replacing the Goods as laid and shall exclude any additional costs arising from the Buyer having carried out any operation on or over the laid Goods. Because of such limitation where the Buyer is intending to carry out operations which would prevent the replacement of the defective Goods or add to the cost of doing so it is advised to check that the Goods meets the specifications before commencing such operations. The Company's total liability in contract, tort (including negligence or breach of statutory duty), or otherwise, arising in connection with the performance or contemplated performance of the Contract, or the use or resale of the Goods by the Buyer shall be limited to the Contract price.



8.3. The Company shall not be liable to the Buyer for economic loss, loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect, or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract, or the use or resale of the Goods.

8.4. The Company shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by circumstances beyond the reasonable control of the Company.

9. EXPORT CONTROLS

9.1. Unless otherwise agreed, Buyer acknowledges that it is responsible for all obligations under the applicable import rules, including but not limited to obtaining the applicable import licence required to import the Goods from abroad.

9.2. Buyer shall also comply with all relevant regulations, rules and laws relating to human rights (including section 1502 of the Dodd-Frank Act), health, safety and the environment, and anti-bribery, anti-corruption (including the UK Bribery Act and the US Foreign Corrupt Practices Act, where applicable), anti-slavery, embargoes, (re-)export controls, economic sanctions, anti-money laundering, and US, EU and UK trade sanctions.

9.3. Buyer specifically agrees that the goods shall not at any time be directly or indirectly exported, imported, sold, transferred, assigned or otherwise disposed of in a manner that results in non-compliance with the aforementioned laws and regulations.

9.4. In particular, Buyer shall not sell, (re-)export, divert or otherwise transfer any Goods, technologies or software:

9.4.1. For use in activities relating to the development, production, use or stockpiling of nuclear material of any kind, chemical or biological weapons or missiles, unmanned aerial vehicles

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or microprocessors for military use, or goods for use in facilities engaged in activities related to such weapons or applications, without prior approval from the competent authority;

9.4.2. To persons, entities or countries placed on a sanctions list, unless approval has been granted by the competent authority;

9.4.3. For military end use, unless approved by the competent authority.



9.5. Buyer shall make all relevant information available at the Company's request in order to demonstrate that Buyer complies with all obligations set out herein.

9.6. Buyer shall indemnify the Company against all costs, damages, fines and/or losses arising out of or related to an established breach of this Condition 9.

9.7. The Company has the right to terminate the relevant agreement immediately and without compensation in whole or in part if Buyer breaches this Condition 9. In that event, Buyer shall reimburse the Company for the goods and/or services already delivered up to the date of termination. Buyer shall not be entitled to compensation for economic loss, loss of profit, loss of income, loss of opportunity or other losses arising from or related to the termination.

10. INTELLECTUAL PROPERTY

10.1. The Contract is not intended to alter the existing claims of the parties or third parties to intellectual property rights, unless any Contract expressly contains a transfer (by deed) of intellectual property rights. The parties grant each other no rights (by licence or otherwise) in respect of materials and/or Products protected by intellectual property rights.

10.2. Buyer shall not disclose to third parties any data, information, intellectual property or know-how obtained in the course of the delivery of the Products by the Company.

11. CONFIDENTIALITY

11.1. Each party is obliged to treat as confidential all information and other data obtained directly and/or indirectly from the other party. The parties shall not provide such information and data to any other party except if and to the extent necessary for the performance of an agreement and the other party consents to this in writing. The parties shall not use such information and data for any purposes other than the performance of the relevant agreement.

11.2. Buyer shall not be permitted to use the Company's name in publications, advertisements or in any other way unless it has received the Company's prior written consent.

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12. GENERAL



- 12.1. The Company may assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with its rights and obligations under the Contract or any part thereof. The Buyer shall not be entitled to assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with its rights and obligations under the Contract or any part thereof without the prior written consent of the Company.
- 12.2. The Company reserves the right to defer the date of delivery, cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company.
- 12.3. Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 12.4. 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 Condition shall not affect the validity and enforceability of the rest of the Contract.
- 12.5. Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 12.6. The Contract and any dispute or claim arising out of or in connection with it or its subject matter or its formation (including non-contractual disputes or claims) shall be:
- 12.6.1. In circumstances where the Cubis Company is incorporated in Northern Ireland, governed by and construed in accordance with the laws of Northern Ireland and the parties submit to the exclusive jurisdiction of the Northern Irish Courts;
 - 12.6.2. In circumstances where the Cubis Company is incorporated in the Republic of Ireland, governed by and construed in accordance with the laws of Ireland and the parties submit to the exclusive jurisdiction of the Irish Courts; or
 - 12.6.3. In circumstances where the Cubis Company is incorporated in England, Wales or Scotland, governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts;

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12.6.4. In circumstances where the Cubis Company is incorporated in France, governed by and construed in accordance with the laws of France and the parties submit to the exclusive jurisdiction of the French Courts.



12.7. A person who is not a party to the Contract shall not have any rights under or in connection with it. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by the Company.

13. COMMUNICATIONS

13.1. All communications between the parties about the Contract shall be in writing and sent by pre-paid post or or email to the registered office of the recipient or other such address or email address as shall have been notified to one party by the other, and shall be deemed to have been received (i) if sent by prepaid post, two working days after posting; or (ii) if sent by fax or email on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day

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