



Delta XD Limited

Terms and Conditions of Sale

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Registered Address: Office 8, No. 11 Riverside Park, Farnham, Surrey, GU9 7UG

Company Number: 15112049

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1. Applicability

1.1 These terms and conditions of sale (these "Terms"), any Sales Documents accompanying or referencing these Terms, and Supplemental Terms, if any, comprise the entire agreement (the "Agreement") between Delta XD Limited or an affiliate thereof ("Seller") and the purchaser ("Purchaser") with respect to the purchase and sale of products ("Products") and services ("Services") indicated on Sales Documents. "Sales Documents" means any document, print or digital or web based, provided by Seller in the purchase and sale process, including but not limited to quotations, invoices, documents confirming, acknowledging or accepting an order ("Order Confirmation") and shipping documents. If the parties have signed a contract applicable to the sale of certain Products and/or Services, the terms of such contract shall prevail to the extent they are inconsistent with these Terms.

1.2 These Terms prevail over any Purchaser's terms regardless of when such terms are provided. Fulfilment of Purchaser's order does not constitute acceptance of any of Purchaser's terms and does not serve to modify or amend these Terms.

1.3 Certain Products and Services may be subject to additional terms ("Supplemental Terms") not contained herein, which, when applicable, may be referenced on or provided with Sales Documents or Seller's websites or provided by Seller upon request.

1.4 The Agreement between Seller and Purchaser is created when Seller confirms, acknowledges or begins to fulfil Purchaser's order. Purchaser may not modify or cancel the Agreement without Seller's express written consent. Modification or cancellation may require payment by Purchaser of certain costs incurred by Seller.

2. Delivery and Performance

2.1 Delivery dates provided by Seller are non-binding and time of delivery is not of the essence. Seller shall not be liable for any delays, loss or damage in transit.

2.2 Unless otherwise agreed in writing, Products are shipped using Seller's standard packaging and shipping methods, for which fees may apply. Unless otherwise agreed upon in writing by the parties or set forth on an Order Confirmation, delivery of Products shall be made EX WORKS (INCOTERMS® 2010). Freight costs shall be paid by buyer and added to the invoice. Freight costs may be predetermined and form part of a quotation or may be determined by the Seller at point of shipment and added to the Seller's invoice. Title to Products (excluding any Software) passes to Purchaser upon arrival at the destination and upon full payment of all outstanding invoices.



2.3 Seller may, in its sole discretion, make partial shipments of Products and invoice immediately therefor. Purchaser shall pay for the units shipped whether such shipment is in whole or partial fulfilment of Purchaser's order.

2.4 With respect to certain Products and Services Seller reserves the right to (a) require the purchase of entire lots or certain quantiles; and (b) allocate supply, to the extent such allocation is deemed necessary by Seller, among any or all customers (including Seller's affiliates and distributors) at its sole discretion, without liability for any failure of performance which may result therefrom.

2.5 Seller shall determine the location of Services. If Services are provided at Seller's site or a third-party site authorised by Seller, Purchaser shall be responsible for any shipping and transportation costs, including any insurance costs, if applicable. If Services are provided at Purchaser's site or another site under Purchaser's control, Purchaser shall (a) cooperate with Seller in all matters relating to the provision of Services and provide access to premises and facilities as may reasonably be necessary or requested, including a safe work environment; (b) promptly provide any requested materials, direction, information, approvals, authorisations, or decisions ("Information"); and (c) ensure that such Information is materially complete and accurate.

3. Use of Products

3.1 Purchaser shall (a) comply with all instructions, limitations, specifications, use statements or conditions of use made available by Seller, including but not limited to product data, product information, safety data sheets, limited use information and labelling ("Use Documents"), and (b) properly test, use, manufacture and market Products and/or services produced with Products.

3.2 Purchaser acknowledges that Products are not tested for safety and efficacy in aerospace, rail, marine, nuclear, food, drug, medical device, cosmetic, commercial or any other use, unless otherwise explicitly stated in Use Documents. Purchaser is solely responsible for: (a) obtaining any necessary intellectual property permission related to the use of Products or the provision of Services, (b) compliance with all applicable regulatory requirements and generally accepted industry standards, and (c) conducting all necessary testing and verification, including for fitness for the intended purpose.

3.3 If the applicable Use Documents, including but not limited to the limited use label licence, indicate that the Products are offered and sold for a specific purposes only, Purchaser has no express or implied authorisation from Seller to use such Products for any other purpose. Purchaser



shall not market, distribute, resell or export Products for any purpose, unless otherwise agreed by Seller in writing.

4. Inspection and Rejection of Nonconforming Products

4.1 Purchaser shall inspect Products and Services no later than five (5) days after receipt ("Inspection Period"). Purchaser will be deemed to have accepted the received Products and Services unless it notifies Seller in writing of any Nonconforming Products or Service during the Inspection Period, furnishing evidence or other documentation if required. "Nonconforming Products" means only those delivered Products or Services, or quantity thereof, which are different than identified in the Order Confirmation.

4.2 If notified in accordance with Section 4.1, Seller shall, in its sole discretion, (a) replace such Nonconforming Products with conforming Products or rectify defects in Service provision, or (b) credit the price for such Nonconforming Products or Services or, in the event of partial delivery, adjust the invoice to reflect the actual quantity delivered. Seller reserves the right to inspect Products. Purchaser acknowledges and agrees that the remedies set forth herein are the exclusive remedies for delivery of Nonconforming Products and Services.

4.3 Any returns, if authorised, shall be handled in accordance with Section 8 below.

5. Price and Payment

5.1 Purchaser shall purchase Products and Services from Seller at the prices offered by Seller, including but not limited to prices in a valid quotation or prices on a published price list valid as of date of the applicable Order Confirmation. If there is a price increase before Products are shipped, then the Agreement shall be construed as if the increased prices were originally inserted therein, and Purchaser shall be invoiced by Seller in accordance therewith.

5.2 All prices are exclusive of all sales, use, and excise taxes, duties, customs, tariffs, and any other similar taxes or charges of any kind imposed by any governmental authority or quasi-governmental authority on any amounts payable by Purchaser. Purchaser shall be responsible for all such taxes and charges; provided, however, that Purchaser shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personal or real property, or other assets.

5.3 Purchaser shall pay all invoiced amounts within thirty (30) days from date of invoice to the specified bank account or as otherwise instructed.

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5.4 Purchaser shall pay interest on all late payments at the lesser of (a) the rate of eight percent (8%) per annum above the base interest rate of the European Central Bank or (b) the highest rate permissible under applicable law, calculated daily and compounded monthly. Purchaser shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law, Seller may, without notice to Purchaser, delay or postpone delivery of Products and/or performance of Services and may, at its option, change the terms of payment with respect to any undelivered Products and/or unperformed Services.

5.5 Purchaser shall not withhold payment of any amounts due and payable hereunder by reason of any set-off of any claim or dispute with Seller.

6. Software and Use Documents Licence Terms

6.1 If any software or Use Documents is provided or licensed by Seller to Purchaser, including software provided together or in connection with any Products or Services ("Software"), the terms provided with such Software or Use Documents shall apply. If there are no terms provided therewith, these Terms, including this Section 6, shall apply.

6.2 Seller grants Purchaser the right and licence to use the copy of the Software and the Use documents as provided by Seller. The licence rights granted herein may not be transferred to another party unless such party agrees in writing to comply with these Terms. In any case, Software provided together or in connection with any Products or Services shall not be transferred separately from such Products or Services.

6.3 The Software, Use Documents and related intellectual property rights including, without limitation, copyrights are owned by Seller, an affiliate, and/or certain suppliers of Seller or its affiliates, and title to the Software, Use Documents or respective intellectual property rights shall not pass to Purchaser or any other third party. Purchaser understands that its use of any third-party software is subject to, and it will comply with, the terms of any applicable third-party licence agreements or notices and to the rights of any other third-party owners or providers of software or firmware included in the Software.

6.4 Purchaser shall (a) only use the Software and Use Documents with Products or Services with or for which it is provided or for a purpose within the scope of the application for which it is provided, (b) not cause or permit any reverse engineering, disassembly, de-compilation, modification or adaptation of the Software or the combination of the Software with any other software, or (c) not move the Software to any country in violation of United States Foreign Asset Control Regulations or



other applicable import or export control regulations.

6.5 Any replacements, fixes or upgrades of the Software shall be provided subject to the same restrictions and other provisions contained herein, unless such replacement, fix or upgrade is provided with a separate licence agreement. Any such replacements, fixes or upgrades shall be provided at prices and payment terms as specified by Seller.

7. Limited Warranties

7.1 Seller warrants to Purchaser that Products will conform to Seller's published specifications for (a) one (1) year from the date of shipment of Products or (b) the remaining shelf life or the period prior to the expiration date of Product, whichever is shorter.

7.2 Seller warrants that Services shall be performed in a professional and workmanlike manner in accordance with generally recognised industry standards for similar services and Seller shall devote adequate resources to meet its obligations under the Agreement. Any claim that Seller has breached the obligation herein must be made within the ninety (90) day period after the performance of the applicable Services.

7.3 Seller warrants that the Software, including any upgrades thereto, will materially conform to published specifications for one (1) year from date of delivery.

7.4 Except for the warranties set forth above, Seller makes no warranty whatsoever with respect to Products (including any uses thereof), Services, the Software or any technical assistance or information that it provides, including (a) warranty of merchantability; (b) warranty of fitness for a particular purpose; or (c) warranty against infringement of intellectual property rights of a third party; whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise. Any suggestions by Seller regarding use, selection, application or suitability of Products or Services shall not be construed as an express or implied warranty.

7.5 The limited warranties set forth above do not apply unless: (a) Purchaser gives written notice of the defect(s) to Seller immediately upon discovery; (b) if applicable, Seller is given reasonable opportunity to examine the relevant Products, Services or Software; and (c) the defect(s) are verified by Seller.

7.6 The limited warranty set forth in Section 7.1 does not apply if: (a) a defect arises as a result of a breach of the obligations in Section 3; (b) any unauthorised installation, repairs, modifications, upgrades, maintenance or other servicing of Products occurs; (c) a defect arises as a result of



normal wear and tear or lack of proper maintenance; or (d) Products are used beyond the shelf life or expiration date as set forth in the applicable Use Documents.

7.7 The limited warranty set forth in Section 7.2 does not apply if an equipment failure or defect results directly or indirectly from the following: (a) non-compliance with Use Documents; (b) any misuse, theft, water flow-back, neglect or wrongful act by Purchaser, its contractors or agents; (c) accidents or shipping related damage; (d) electrical failure; (e) vandalism, explosion, flood or fire, weather or environmental conditions; or (f) any unauthorised installation, repairs, modifications, upgrades, maintenance or other servicing. If this limitation applies but Seller, at its sole discretion, elects to re-perform the applicable Services, Purchaser may be charged for fees and expenses, including but not limited to travel costs and any working time of Seller's employees, contractors or agents (at list rate).

7.8 The limited warranty set forth in Section 7.3 does not apply to any defects arising out of or relating to (a) Purchaser's breach of Section 6.4; (b) Purchaser's failure to promptly install required updates; or (c) the operation of Purchaser or a third-party system or network.

7.9 Subject to the conditions set forth above in this Section, including the time limitations set forth in Sections 7.1, 7.2 and 7.3, Seller shall, in its sole discretion (a) with respect to Products or Software, either repair or replace Products or Software (or the defective part thereof) and if Seller is unable to repair or replace, Seller shall credit the price of such Products, Software or the part thereof; or (b) with respect to Services, re-perform the applicable Services or credit the price of such Services at the pro rata contract rate. The remedies set forth herein shall be Purchaser's sole and exclusive remedy and Seller's entire liability for any breach of its warranty.

8. Returns

Purchaser shall not return Products without Seller's prior written consent. Seller reserves the right to inspect Products at Purchaser's site and/or require disposal instead of return. All returns must be in compliance with Seller's instructions and may be subject to a restocking charge. Certain Products (e.g. custom Products or special orders) may not be returned under any circumstances. Title to returned Products shall transfer to Seller upon acceptance at the facility designated by Seller. Any returned Products must be in their original packaging with the original label affixed, and unaltered in form and content.

9. Limitation of Liability and Indemnification

9.1 Purchaser assumes all risk and liability for loss, damage or injury to persons or to property of Purchaser or others arising out of (a) the transport, storage or use of Products or Software, including

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infringement of any third-party intellectual property rights resulting from Purchaser's specific use of Products or Software and (b) any provision or use of Services. If Seller's performance of its obligations is prevented or delayed by any act or omission of Purchaser, its agents or subcontractors, Seller shall not be deemed in breach of its obligations or otherwise liable for any costs, charges, or losses sustained or incurred by Purchaser or others, in each case, to the extent arising directly or indirectly from such prevention or delay.

9.2 Purchaser shall indemnify and hold Seller, its affiliates, and their respective agents, employees, and representatives, harmless from and against all claims, damages, losses, costs and expenses (including attorney's fees) (a) arising from or in connection with the transport, storage, sale or use of Products, (b) resulting from Purchaser's breach of the Agreement, and/or (c) arising from the negligence, recklessness or misconduct of Purchaser, its affiliates, or their respective agents, employees, partners or subcontractors.

9.3 Except as otherwise expressly provided herein, Seller shall not indemnify nor be liable to Purchaser or any person or entity for any claim, damage or loss arising out of the Products, including the sale, transport, storage, failure, use or distribution thereof, the provision of Services, or the licence of Software regardless of the theory of liability, including but not limited to warranty, negligence or strict liability. In addition, Seller shall not be liable for incidental, consequential, indirect, exemplary or special damages of any kind, including, without limitation, liability for loss of use, loss of work in progress, loss of revenue or profits, cost of substitute equipment, facilities or services, downtime costs, or any liability of Purchaser to a third party. The total liability of Seller hereunder shall not exceed the purchase price of Products or Services, or the licence fee of Software involved. Without limiting the provisions regarding and limiting warranty claims hereunder, all claims must be brought within one (1) year of delivery of Products or Software or performance of Services, regardless of their nature.

10. Compliance with Laws

Purchaser shall comply with all applicable laws, regulations and ordinances, including but not limited to those pertaining to the following: export control, aerospace, rail, marine, nuclear, pharmaceutical, cosmetic and food preparations, electrical or electronic waste, introduction or production and use of chemical substances (e.g. Toxic Substances Control Act, REACH), and bribery and corruption (e.g. Foreign Corrupt Practices Act and UK Bribery Act). Purchaser shall maintain in effect all required licences, permissions, authorisations, consents, and permits. Purchaser shall comply with all applicable export and import laws in its purchase of Products and Services hereunder and assumes all responsibility for all shipments or services governed by such laws. Seller may terminate the Agreement or suspend delivery if any governmental authority imposes antidumping or countervailing duties or any other penalties on Products or Services.



11. Termination

In addition to any other remedies provided hereunder, Seller may immediately terminate the Agreement upon written notice if Purchaser: (a) fails to pay any amount when due; (b) has not otherwise performed or complied herewith, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganisation, or assignment for the benefit of creditors.

12. Confidential Information

All non-public, confidential or proprietary information, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, inspection reports, templates, scripts, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Purchaser, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" is confidential and may not be disclosed or used by Purchaser for its own use, including but not limited to filing any patent applications disclosing or based on such confidential information, unless authorised in advance in writing by Seller. Upon request, Purchaser shall promptly return or destroy all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this section. This section does not apply to information that is: (a) in the public domain; (b) known to Purchaser at the time of disclosure; or (c) rightfully obtained by Purchaser on a non-confidential basis from a third party.

13. Force Majeure

Neither party will be in default of any obligation under this Agreement (other than obligations to pay money) to the extent performance is prevented or delayed by a Force Majeure Event. A "Force Majeure Event" shall include any occurrence beyond the reasonable control of a party, including without limitation: act of nature (e.g., flood, earthquake or storm); war or terrorism; civil commotion or riot; epidemic or pandemic (e.g., COVID-19); destruction of facilities or materials; fire or explosion; labour disturbance or strike; laws, regulations, directives or orders of any government, regulatory or judicial authority; embargo, shortage of raw materials or labour; equipment failure; or failure of public utilities or common carriers. The party declaring a Force Majeure Event will notify the other party in writing, explaining the nature thereof, and will also notify the other party of the cessation of any such event. A party declaring a Force Majeure Event will use commercially reasonable efforts to remedy, remove, or mitigate such event and the effects thereof. Upon cessation of the Force Majeure Event, performance of any suspended obligation or duty will promptly recommence.



14. Miscellaneous

14.1 No Waiver. No waiver by Seller of any provisions of the Agreement is effective unless explicitly set forth in writing. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from the Agreement operates, or may be construed, as a waiver thereof.

14.2 Assignment. Purchaser shall not assign any of its rights or delegate any of its obligations under the Agreement without Seller's prior written consent. Any purported assignment or delegation in violation hereof is null and void. No assignment or delegation relieves Purchaser of any of its obligations hereunder.

14.3 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in the Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

14.4 No Third-Party Beneficiaries. The Agreement is for the sole benefit of the parties and their respective successors and permitted assigns and nothing herein is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature.

14.5 Publicity and Use of Name. Purchaser shall not, without the prior written consent of Seller, (a) refer to Seller, its affiliates, Products or Services in any marketing, promotion or other publicity material, whether written or in electronic form, or (b) use proprietary brand names, trademarks, trade names, logos and other intellectual property owned by Seller or one of its affiliates.

14.6 Governing Law and Venue. All matters arising out of or relating to the Agreement are governed by and construed in accordance with the laws of England and Wales without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to the Agreement shall be instituted in courts located in England, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

14.7 Notices. Except if otherwise agreed upon by the parties, any notices required hereunder shall be made in writing and sent by courier service with tracking or registered or certified mail to the other party at its registered office or principal place of business or such other address as indicated by the receiving party.



14.8 Severability. If any term or provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

14.9 Survival. Provisions hereof which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Agreement including, but not limited to, the following provisions: Sections 3, 6, 7, 9, 12, 14.6 and 14.9.

14.10 Amendment and Modification. Except as otherwise set forth herein, the Agreement may only be amended or modified in writing and signed by an authorised representative of each party.

14.11 Data Protection. Seller will request, process and use personal data (e.g. contact name and business addresses) from Purchaser to fulfil its obligations under the Agreement and for the continuing relationship management with Purchaser. Seller's processing activities shall be governed by its privacy policy available by request.