

1. General information and scope of application

1.1. The following general terms & conditions of purchase (GTCP) shall be applicable to all our business relationships with our business partners and suppliers.

1.2. Our GTCP are applicable in all cases unless we specifically agree otherwise, in writing. This provision also applies in cases where we receive delivery even though we are aware that the supplier's terms and conditions are contradictory to or at variance with our own. Even if we make reference to documents that contain or refer to the supplier's or a third party's terms and conditions of business, such reference does not imply that we agree that such terms and conditions of business are applicable.

1.3. Our general terms & conditions of purchase are also valid for all future business transactions with the supplier without the necessity for us to again make any particular reference to them.

1.4. Legally relevant declarations and notifications which the seller submits to us (e.g. setting of deadlines, reminders, statements of rescission) must be made in writing in order for them to be valid.

2. Documents

All documents and exhibits, such as drawings, samples or models that we provide to the supplier in connection with our order are confidential and shall remain our property. We are entitled to all intellectual property rights, as defined by law, with respect to such documents and exhibits. They shall be used solely for the purposes of manufacture based on our order; they are to be returned to us without demand once our order has been processed. The supplier has no authority, without our prior written permission, to make the content of any documents and other information that have been provided known to third parties.

3. Conclusion of the supply contract and its content

3.1. Our orders are always non-binding and without obligation, unless we specify a period of validity that is binding on us or a specific time limit for acceptance. A supply contract is only deemed to have been concluded if we expressly confirm the supplier's offer in writing or accept the delivery without reservation. The content of the supply contract is governed by our order confirmation. Oral declarations or promises made before a contract is entered into are non-binding in all cases and are superseded by the written contract, unless they expressly state that they shall remain binding.

3.2. Cost estimates are binding and are not to be settled by payment unless otherwise expressly agreed.

3.3. Delivery call-offs within the framework of an order and delivery call-off schedule shall become binding if the supplier does not object within two (2) working days of receipt thereof.

4. Prices/payment terms

4.1. The price quoted in the order confirmation is binding. The price includes all services and ancillary services to be provided by the supplier (particularly assembly and/or installation) as well as all ancillary costs (particularly proper packaging and transportation costs, including any applicable transport insurance or liability insurance). The supplier is obliged to take back packaging materials at our request.

4.2. The price includes any value added tax arising at the applicable statutory rate.

4.3. Unless otherwise agreed in writing, we will make payment of all undisputed elements of the purchase price within thirty (30) days of completed delivery or provision of services (including any agreed acceptance procedure), but only after receipt of a proper invoice. If payment is made within fourteen (14) days, the supplier shall grant us a cash discount, amounting to 3% of the net invoice amount.

4.4. We are only able to process invoices if these – in accordance with the provisions contained in our order confirmation – include details of the order number that is specified there. The supplier shall be responsible for all consequences deriving from non-compliance with this obligation, and the time

for payment of invoices shall be extended accordingly.

4.5. We are not liable for interest on late payments.

4.6. We are entitled to rights of offset and retention as well as defense of lack of performance of the contract to the full extent of our statutory rights. In particular, we are entitled to withhold payments that become due as long as we have unresolved claims against the supplier deriving from incomplete or defective deliveries.

4.7. The supplier has a right of offset or retention only in respect of claims against us that have been recognised by a court of law, are undisputed, or which have been admitted by us in writing.

5. Delivery, service and transfer of risk

5.1. The due date of delivery included in the order confirmation is binding. In cases where a delivery period is not specified in the order and has also not been otherwise agreed, then it is agreed as being four (4) weeks from the date of conclusion of the contract.

5.2. The supplier is obligated to notify us in writing immediately if circumstances occur or become known to him that will result in him not being able to comply with the specified delivery period; he shall inform us without delay of the expected revised date of delivery. The supplier shall notwithstanding such information will remain liable for the late delivery.

5.3. If the supplier does not perform the delivery at all or within the period specified, or if the supplier is in default (or delay), then we shall have all rights open to us at law, particularly those covering the right of withdrawal from the contract and the entitlement to damages. The provisions included in section 4 remain unaffected.

5.4. In case of delay in delivery, we are entitled, in addition to any further legal claims that may be processed, to demand lump-sum damages for delay in the amount of 1% of the net value of the goods that are delayed for each complete week, but not more than 5% in all. We reserve the right to claim for additional damages. The supplier is entitled to provide evidence that we have incurred no damages at all or that the damages incurred by us were lower.

5.5. Partial delivery or performance will only be accepted if prior permission is granted in writing.

5.6. The supplier shall package, label and ship dangerous products in compliance with the laws and regulations that are applicable at the time the delivery is made.

5.7. The supplier is not authorised to allow work that he has contracted to perform to be performed by third parties (e.g. sub-contractors) without our prior written permission. The seller bears the risk of procurement in respect of the work that he has to perform, except in cases where a custom-made product is involved.

5.8. The delivery shall be made free of charge to the location named in the order confirmation. If the place of destination is not specified, and nothing else has been agreed, then delivery shall be made to the address of our location of business in Cambridge. The respective place of destination is also the place of performance (obligation to deliver at customer's place of business).

5.9. The supplier is obliged to supply a delivery note with the delivery, which includes the date of delivery, the content of the delivery and our order number. If the delivery note is missing or incomplete, then delays, for which we are not responsible, are inevitable in processing and making payment and the time for payment shall be extended accordingly. A separate dispatch note is to be sent to us with the same content.

5.10. The risk of accidental loss and deterioration of the ordered item shall be transferred to us at the time of its delivery to us at the place of performance.

5.11. If we are unable to accept delivery we will advise the seller and agree with the seller new arrangements for a revised date. Those arrangements may include our agreement to reimburse any expenses unavoidably incurred by the Seller as a result.

6. Warranty and liability

6.1. Our rights in respect of defects in quality and in title (including incorrect delivery and under-delivery as well as incorrect assembly or defective assembly

instructions, operating instructions or instructions for use) and other breaches of duty on the part of the supplier are governed by the relevant statutory provisions in the absence of any other specific written agreements to the contrary.

6.2. In accordance with the relevant statutory provisions, the seller is particularly liable to ensure that the good exhibit their agreed properties at the time of transfer of risk to us. In any event, all product descriptions - such as those, for instance, that are the subject matter of the respective contract through descriptions or references that are made in our order - shall be deemed to be agreements as to the properties of the goods. It is irrelevant whether the description originates from us, from the supplier or from a third party.

6.3. If the goods are delivered directly to our customers within the context of a drop shipment transaction (delivery through to customer), then the customer shall be entitled to give notice of claims for defects on our behalf. The possibility for us to lodge the notice of claims for the defects remains unaffected.

6.4. Inasmuch as a defect in the quality of the goods or a deficiency in title to the goods exists, then we have the general right, at our choice, to request the supplier to remove the defect (rectification) or to make a delivery that is free of defect (replacement delivery). In such circumstances, the supplier is obliged to bear all costs that are required to be incurred for the purpose of removing the defect or making the replacement delivery.

6.5. The costs incurred by the seller in connection with examination and rectification shall be borne by the seller even though it is later determined that in actual fact no defect existed. We will pay compensation for requesting unjustified removal of a defect if we realised, or if we failed to realise in a grossly negligent manner, that a defect did not exist.

6.7. We may at our choice rectify the defect ourselves and to demand from the seller reimbursement of any required costs that we incur or, respectively, to demand an advance payment to cover such costs. If subsequent fulfilment by the seller is unsuccessful or is unacceptable to us (especially in cases involving particular urgency or the potential incurrence of excessive damages), then the setting of such a deadline becomes unnecessary; the seller shall be informed of such circumstances without delay, where possible in advance.

6.8. Moreover, in the event of a defect in the quality of the goods or a deficiency in title to the goods, we are entitled to reduce the purchase price or to rescind the contract in accordance with the applicable statutory provisions. In addition, we are entitled to claim for compensation and reimbursement of any expenditure incurred in accordance with the statutory provisions.

7. Reservation of title

7.1. The transfer of title to us shall be unconditional and without any regard to payment of the price. Title transfers on delivery.

7.2. To the extent we provide the supplier with parts, we reserve the title thereto. Any processing or restructuring by the supplier of the parts provided shall always be performed on our behalf as manufacturer. If the supplier processes, restructures, mixes or combines the items provided with other goods not belonging to us to create a new product or to give it a new status, then we shall be entitled to a co-ownership share therein.

8. Period of limitation

8.1. The mutual rights of parties to make claims is limited by the statutory period of limitation unless hereinafter provided otherwise.

9. Place of performance/applicable law/jurisdiction

9.1. The place of performance for all obligations deriving from the contract, including payment obligations, is Cambridge.

9.2. This agreement 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.

9.3 Each party irrevocably agrees, for the sole benefit of us that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation. Nothing in this clause shall limit our right to take proceedings against the supplier in the courts of the jurisdiction in which the supplier has its principal place of business or in which the supplier is domiciled, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

10. Concluding provisions

10.1. Amendments and additions to this agreement, including this written form clause, must be in writing to be effective. The same shall apply to collateral and supplementary agreements.

10.2. If a provision of this agreement should be or should become ineffective in whole or in part, the ineffectiveness of this provision shall not affect the effectiveness of all other provisions of this agreement. The ineffective provision shall be replaced with a legally valid provision that comes as close to realising the economic purpose of the ineffective provision as is legally permissible. The same shall apply to any gaps in this agreement.