

## TERMS AND CONDITIONS OF SALE (UNITED KINGDOM)

The Customer's attention is drawn in particular to the provisions of Condition 10.

### 1. DEFINITIONS:

"COMPANY" shall mean Smiths Interconnect entity incorporated in any part of the United Kingdom to which Customer has submitted an Order.

"Customer" shall mean the customer that purchases Product/Services pursuant to an Order.

"Customer Delay" shall mean any delay by the Customer in performing any contractual obligation or any other circumstance for which Customer is responsible, including, without limitation, delays in attending or conducting testing (if applicable), taking delivery or arranging shipment or import clearance, or being available for receipt of Services.

"Data Protection Legislation" shall mean all applicable laws, statutes, regulations, and rules from time to time in force relating to the processing of personal data and data privacy, including but not limited to the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018 (the "UK DPA 2018"), the UK GDPR (as defined in section 3(10) of the UK DPA 2018) and any successor legislation that replaces, extends, re-enacts, consolidates or amends any of the foregoing. The terms "controller", "processor", "data subject", "Personal Data", and "processing" are as defined in the Data Protection Legislation.

"Delivery Point" shall mean the location of delivery of Product stated in the Order.

"Intellectual Property" shall mean all intellectual property and/or proprietary rights, technical information and data of all kinds, whether registered or unregistered or subject to statutory protection or not, included in the Software and Products/Services, such as without limitation, inventions, patents, copyrights, designs know-how and trade secrets, or other confidential or proprietary information whether developed, generated, or acquired by COMPANY before or after the effective date of an Order, or in the course of performance of an Order.

"Order" shall mean the agreement between COMPANY and the Customer (individually "Party" and collectively "the Parties") for the sale and purchase of the Product/Services that incorporates by reference these Terms and Conditions of Sale and any Specifications or Quotation.

"Product" means all components, spare parts, goods, product, or materials of any kind, which are supplied by COMPANY under this Order.

"Quotation" means the written Quotation or tender submitted by the COMPANY to Customer.

"Services" means all services, including maintenance and installation services, provided under this Order.

"Software" shall mean computer software programs, in object code form including firmware and custom software, and instructions manuals, specifications and related documentation in written or electronic form, their related instructions manuals and documentation, for which COMPANY grants Customer a license under this Order.

"Specifications" shall mean the COMPANY's standard specifications applicable to the Product at the time of execution of the Order hereunder or the specific requirements mutually agreed upon between the Parties in writing in Orders hereunder in relation to the Product and/or Services.

"Third Party Products" shall mean products and software of a third party vendor. If Third Party Products are supplied by the COMPANY under this Order, notwithstanding anything to the contrary, such supply is made on a "pass-through" basis only and is subject to the terms and conditions of the third party vendor, including but not limited to warranties, licenses, indemnities, limitation of liability, prices and changes thereto. For time and materials orders, Third Party Products are quoted subject to price changes imposed by third party vendors between the date of the Order encompassing such Third Party Products and the date of COMPANY's invoice related to that Third Party Product.

"Warranty" or "Warranties" means the warranties set forth in Article 8.

### 2. OFFER AND GOVERNING PROVISIONS:

(A) A Quotation does not constitute an offer by the COMPANY.

(B) The COMPANY shall not be obliged to accept orders placed by the Customer.

(C) Submission by the Customer of an order is an offer by the Customer to purchase the Product and/or Services in accordance with these Terms and Conditions of Sale. The Order shall be formed and come into existence on the earlier of: (i) COMPANY issuing and delivering to the Customer a written acknowledgement of the Order; (ii) COMPANY commencing manufacture or assembly of the Product; (iii) COMPANY

delivering the Product to the Customer; or (iv) COMPANY commencing the provision of the Services; or (v) COMPANY's receipt of payment or part-payment for the relevant Product and/or Services.

(D) Each Order is expressly conditioned upon the Customer's assent to these Terms and Conditions of Sale and waiver of any differing terms of conditions. Such assent and waiver is evidenced by Customer's submission of an order (any contrary terms or conditions of which shall be disregarded) or by accepting delivery of the first shipment of Product or delivery of Services hereunder. COMPANY rejects any additional or different terms contained in any purchase order or other communication previously or hereafter provided by Customer to COMPANY including any acknowledgement, shipping documents, remittance, terms and conditions or otherwise or any terms which are implied by course of dealing or practice. No such additional or different terms or conditions will be of any force or effect. CUSTOMER HEREBY WAIVES ANY RIGHTS TO ASSERT ITS RIGHTS OR REMEDIES UNDER ANY CUSTOMER TERMS AND CONDITIONS IN RELATION TO ANY ORDER. NO "CLICKWRAP", "CLICK-THROUGH", "BROWSE-WRAP" OR OTHER TERMS WHICH COMPANY MAY BE REQUIRED TO "ACCEPT" TO ACCESS CUSTOMER WEBSITE OR ONLINE PORTALS FOR VENDOR ACCOUNT CREATION, ORDER PROCESSING, INVOICE SUBMISSION ETC. SHALL HAVE ANY FORCE OR EFFECT.

**3. MINIMUM VALUE OF ORDER:** No Order shall be made or accepted unless it is in respect of Products with an aggregate purchase price of at least one thousand five hundred pounds sterling (£1,500), except with the written agreement of COMPANY. Product may also be subject to a minimum unit quantity, irrespective of whether such minimum unit quantity is identified on the Quotation.

**4. INVOICING AND PAYMENT:** (A) Payment in full of the purchase price shall be made in the currency as stated in the Quotation and Order within 30 days of the date of invoice and may only be paid by electronic bank transfer, unless otherwise agreed by the parties in writing. Time for payment shall be of the essence.

(B) The COMPANY may invoice the Customer on or at any time after the Order is formed, unless expressly stated otherwise in writing on an Order.

(C) Invoices will be sent to the address specified in the Order. Should Customer dispute any invoice, Customer shall notify COMPANY of the nature of the dispute in writing within five (5) days of the invoice date. If Customer does not notify COMPANY of any dispute within five (5) calendar days of the invoice date, then the invoice is deemed to have been accepted and invoice payment is required to be made on the payment due date per contract terms. Notwithstanding any dispute regarding the invoice, Customer shall pay the undisputed portion of the disputed invoice.

(D) Customer acknowledges that COMPANY has the right to reassess Customer's creditworthiness from time to time. To the extent such is in accordance with law, in the event there is a decline in Customer's creditworthiness, COMPANY may, upon thirty (30) days written notice, revise the payment terms between the parties. Upon request, Customer shall provide financial data evidencing the Customer's worth in order for COMPANY to determine the creditworthiness of Customer. Such information shall include, but not be limited to, annual reports, balance sheets, and bank records.

(E) No defect in the Product or Services shall interfere with the terms of payment.

(F) Payments advices from Customer shall include the following information: invoice number, amount of payment, and the COMPANY's order number.

(G) If Customer is delinquent in its payment obligations, without prejudice to any other remedies available to it by law or in equity, COMPANY may demand immediate payment and at COMPANY's option (i) suspend all further deliveries to be made under the purchase order or any further performance under any other contract with Customer or Customer's affiliates, in which event Customer shall not be released in any respect from its obligations to COMPANY under the purchase order; (ii) recover all costs of collection including but not limited to reasonable attorneys' fees; (iii) repossess the Product for which payment has not been made; (vi) charge interest at 8% per annum above the Bank of England base rate from time to time on the past due amount, not to exceed the interest percentage allowed by law; and (vii) reassess the credit worthiness of Customer and change any current payment terms. Any discount from COMPANY's rates, if any, shall cease to apply to the delinquent invoice, Customer shall be invoiced for such differences in cost, and shall immediately pay the resulting invoice.

(H) Customer shall not set off or recoup invoiced amounts or any portion thereof against sums that are due or may become due from COMPANY and/or its affiliates.

(I) COMPANY shall have the right to set-off any amounts due to the COMPANY under any Order from any amounts owed to the Customer at any time.

**5. ACCEPTANCE AND REJECTION OF PRODUCT:** (A) Customer shall have ten (10) days from arrival of Product at the Delivery Point to notify the COMPANY of rejection of Product for non-conformity with the Order, otherwise the Product shall be

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deemed accepted. Any notice of rejection must be in writing, identify this Order and describe all defects of the Product on which Customer intends to rely. No Products shall be returned without the COMPANY's express instructions.

(B) If the COMPANY is notified of rejection in accordance with Article 5(A), the COMPANY shall use reasonable endeavours to remedy any such defect in accordance with the provisions of Article 9.

(C) Prediction of results, estimations, interpretation or other analysis of data, provision of recommendations or other expression of opinions provided by COMPANY to the Customer as part of the provision of Product or Services (collectively, "Analysis") shall not be deemed as provision of a determined, predicted or guaranteed outcome. Customer shall apply its own judgement and conduct all due diligence as required (including, to validate operational feasibility and impact of any Analysis) prior to making any other decisions relating to its business based on any part of such Analysis. Customer assumes all responsibility for any decision made by the Customer based on the Analysis and, save in respect of any warranty claim under Article 9, hereby waives and releases the COMPANY from any liability relating to the Analysis.

**6. CANCELLATION AND CHANGES:** (A) COMPANY at its option and in addition to its other remedies may without liability cancel this Order or refuse shipment, if: (a) Customer is in default in any payments or other performance due to the COMPANY under this Order or any other agreement; (b) Customer becomes insolvent or a petition in bankruptcy is filed with respect to Customer (or similar event); or (c) causes beyond COMPANY'S control or the control of COMPANY'S suppliers or subcontractors prevent or make it impossible to assure the COMPANY's timely performance. No sum will be due by COMPANY to the Customer in connection with the exercise of such cancellation right.

(B) No change or modification to an Order requested by the Customer (including without limitation, changes to the design, scope, quantity, or the Specifications) shall be valid unless accepted by the COMPANY in writing. Acceptance of any changes shall be at the COMPANY's sole discretion.

(C) Customer is not entitled to cancel or terminate the Order without cause or suspend or stop performance of the work in whole or in part without the express prior written consent of the COMPANY, which shall be at the COMPANY's sole discretion.

(D) Any discretionary acceptance of cancellation or termination without cause may be subject to conditions including but not limited to payment of the full price for that portion of the Order that COMPANY has substantially completed at time of cancellation plus reasonable cancellation charges which shall include the full profit plus all costs incurred in connection with the canceled portion of the Order such as overhead and administrative costs, commitments made by COMPANY as a consequence of the Order and the cost of all work-in-progress.

**7. LIENS; TITLE; RISK:** (A) Risk of loss to Product passes to Customer on completion of delivery of Product in accordance with the Incoterm applicable to the Order.

(B) Legal and beneficial ownership of the Products shall not pass to Customer until COMPANY has received payment of the full purchase price of the Products in cleared funds and all other sums which are or which become due to COMPANY from the Customer on any account whatsoever. Until ownership has passed to Customer, Customer shall: (i) hold the Products on a fiduciary basis as COMPANY's bailee, (ii) store the products (at no cost to COMPANY) separately from all other products of Customer or any third party in such way as they remain readily identifiable as COMPANY's property, (iii) not destroy, deface or obscure any identifying mark or packaging relating to the Products, (iv) maintain the Products in satisfactory condition, and (v) keep the Products insured for their full price against all risks to the reasonable satisfaction of COMPANY. Customer may use and resell the Products in the ordinary course of its business before ownership has passed to it but only if the sale is at full market value as a sale of COMPANY's property on COMPANY's own behalf and with COMPANY dealing as principal when making the sale. If Customer includes a retention of the title clause in the form of this Section 6 in its sale contract with its customer, Customer's right to possession, use and release of the Products shall terminate immediately if Section 5 applies. Notwithstanding the foregoing, all risk of loss or damage shall be borne by Customer from the time of completion of delivery of the Products by COMPANY in accordance with the applicable Incoterm.

**8. DELIVERY:** (A) Delivery Dates are estimates only and time shall not be of the essence for delivery. All deliveries hereunder are EXW COMPANY's Facility (Incoterms 2020), unless expressly provided to the contrary on the accompanying Quotation and Order.

(B) The COMPANY may deliver the Product/Services by instalments at its sole discretion, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery, defect, cancellation, or termination of an instalment shall not entitle the Customer to delay, cancel or terminate any other instalment.

(C) In the event of any Customer Delay: (i) Customer shall pay COMPANY all reasonable costs of re-delivery, warehousing, restocking or other storage costs, other handling and insurance costs and any other out of pocket expenses incurred arising from any Customer Delay; (ii) any payment milestone delayed resulting from Customer Delay will become due immediately and COMPANY shall have the right (without prejudice to its other rights) to invoice Customer and collect payment in respect thereof; (iii) if Customer has delayed or refused delivery or collection (whether in whole or in part), COMPANY shall be entitled to invoice the Customer for the full amount due under the relevant Order; (iv) in respect of Product, risk of loss shall immediately transfer to Customer in respect of Product that cannot be delivered and Customer shall be responsible for the procurement of insurance on the affected Product; and (v) any agreed upon time for the performance of the COMPANY's obligations under the Order shall be extended automatically for a corresponding period of time and COMPANY shall not be liable to Customer under any circumstances whatsoever for any penalty, damage or loss resulting directly or indirectly from any Customer Delay.

**9. WARRANTIES:** (A) COMPANY warrants that, for a period of six (6) months from delivery to the Delivery Point ("Warranty Period"), the Product manufactured by COMPANY will materially conform to COMPANY's standard specifications available from the COMPANY for such Product at the time of the issuance of the Order or to the Specifications agreed between the Parties. COMPANY further warrants that Product, at the time of their delivery, will be free from defects in material and workmanship and will remain so for the Warranty Period. If a Product sold to Customer under an Order is test and measurement equipment (e.g., PPIM), such Product shall require an annual calibration to be performed by the COMPANY to maintain its Warranty Period. THE PPIM ACCESSORY KIT SHALL BE CONSIDERED A CONSUMABLE ITEM, AND IS NOT COVERED UNDER THE COMPANY WARRANTY.

(B) For Services, COMPANY warrants to Customer for a period of 90 days following performance or completion of Services by COMPANY, that the Services are performed in a competent and diligent manner in accordance with the Specifications. Subject to the limitations and conditions set forth herein, COMPANY will re-perform Services found by it to be defective within such warranty period.

(C) The express warranties set forth in parts A and B of this Article 9 shall be the only warranty given by COMPANY with respect to the Product/Services provided.

(D) For Third Party Products not manufactured by COMPANY, COMPANY's only responsibility is to assign to its Customer any manufacturer's warranty that does not prohibit such assignment.

(E) Product and parts that are consumed in normal operation are not covered by this Warranty.

(F) If the Customer discovers a defect within the applicable Warranty Period, it must be reported in writing to COMPANY's service department immediately upon discovery. No returns will be accepted without the Company's prior written authorisation.

(G) Within a reasonable time after proper notification, COMPANY shall, during its normal business hours, Monday through Friday, correct any defect covered by this warranty with either new or used replacement parts, without charge. The above remedies are the exclusive remedies of Customer, and the sole responsibility of COMPANY, for breach of this warranty as to repaired or replaced Product. COMPANY'S LIABILITY FOR BREACH OF ANY WARRANTY SHALL BE LIMITED TO THE REMEDIES PROVIDED HEREIN.

(H) The Warranties cease to be effective if Customer fails to operate and use the Product sold hereunder in a safe and reasonable manner in accordance with COMPANY's written instructions.

(I) Customer shall not be entitled to any remedy under the Warranties with respect to: (i) Product/Services that has been subjected to any alteration, disassembly, tampering, modification, or repair without prior authorization by COMPANY; (ii) Product/Services subjected to experimental running or any type of operation or use other than that for which the Product/Services is designed; (iii) Product/Services from which COMPANY and/or vendor's trademark or serial number has been altered, removed, or obliterated without COMPANY's written permission, excluding any alteration, removal, or obliteration directly caused by accident or mishap; (iv) Product that has been in storage or immobilized for one (1) year or more after delivery to the Delivery Point; (v) the defect arises due to fair wear and tear, wilful damage, negligence, misuse, or unsuitable or abnormal storage or working conditions; (vi) the Customer makes further use of the Product after giving notice to the Company in accordance with Paragraph (F) above; (vii) the defect arises as a result of the COMPANY following any design, drawing or specification or testing protocols supplied by the Customer; or (viii) the Customer performs any testing that is outside of the agreed Specifications.

(J) Warranty repair, replacement, or re-performance shall not extend or renew the applicable warranty period.

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(K) COMPANY makes no other warranty or commitment with respect to Analysis, hereby disclaiming, to the maximum extent permitted by applicable law, any warranty, term or condition as to the adequacy, sufficiency or completeness of any data, reports, estimates, analyses, interpretations, modeling, predictions, opinions or recommendations provided to the Customer in connection with the Analysis, all of which shall be considered advisory only.

(L) Cost of parts and workmanship will be invoiced at COMPANY's then current price list if the defect found to be not subject to the warranty, the Product found not to be defective or if the defect is determined to be due to failure of Customer or its agents or employees. In addition, COMPANY reserves the right to charge an evaluation fee calculated at COMPANY's then-current rates for out-of-warranty repair services and testing carried out on Product found to be non-defective as well as all shipping costs from the Customer's facility to COMPANY's facility.

(M) COMPANY MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED (EXCEPT WARRANTIES OF TITLE), AND SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR OF NON-INFRINGEMENT; AND THE EXPRESS WARRANTY SET FORTH IN THIS ARTICLE IS IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON THE PART OF COMPANY.

(N) The Warranties are non-transferable and are applicable only to the original Customer.

(O) Subject as expressly provided in these Terms and Conditions of Sale, and except where the Products are sold to a person dealing as a consumer, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Where the Products are sold under a consumer transaction, the statutory rights of the Customer are not affected by these Terms and Conditions of Sale.

### 10. LIMITATIONS OF LIABILITY AND INDEMNITY:

**(A) General Limitations.** THE COMPANY SHALL NOT BE LIABLE FOR DAMAGES (WHETHER DIRECT OR INDIRECT) RELATING TO THE FOLLOWING: (1) COSTS OF REMOVAL OR REINSTALLATION; (2) ANCILLARY COSTS TO THE PROCUREMENT OF SUBSTITUTE PRODUCT OR SERVICES; (3) COSTS OF PERFORMING RETESTING; (4) LOSS OF GOODWILL; (5) LOSS OF PROFITS; (6) LOSS OF SAVINGS; (7) LOSS OF USE; (8) LOSS OR CORRUPTION OF DATA; (9) LOSS OF REVENUE OR BUSINESS; (10) LOSS OF REPUTATION; (11) LOSS OF OPPORTUNITY; (12) BUSINESS INTERRUPTION; OR (13) ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS, REGARDLESS WHETHER SUCH CLAIM OR CLAIMS FOR DAMAGES IS BASED ON BREACH OF WARRANTY OR OTHER CONTRACT BREACH, DEFECT OR DELAY IN PERFORMANCE, NEGLIGENCE OR OTHER TORT OR ON ANY STRICT LIABILITY THEORY OR BREACH OF STATUTORY DUTY AND REGARDLESS OF WHETHER THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(B) NO CLAIM, SUIT OR ACTION SHALL BE BROUGHT AGAINST COMPANY MORE THAN ONE YEAR AFTER THE RELATED CAUSE OF ACTION HAS OCCURRED.

**(C) Specific Limitations.** THE COMPANY'S AGGREGATE LIABILITY FROM ANY WARRANTY, INDEMNITY, OR OTHER OBLIGATION ARISING OUT OF OR IN CONNECTION WITH THIS ORDER, OR ANY USE OF ANY PRODUCT PROVIDED HEREUNDER, SHALL NOT EXCEED THE TOTAL PRICE OF THE APPLICABLE ORDER UNDER WHICH THE PRODUCTS WERE PURCHASED WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED REGARDLESS OF WHETHER SUCH CLAIM OR CLAIMS IS BASED ON BREACH OF WARRANTY OR OTHER CONTRACT BREACH, NEGLIGENCE OR OTHER TORT OR ON ANY STRICT LIABILITY THEORY, IN ALL CASES AS PERMITTED BY THE APPLICABLE LAW. EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES, COMPANY SHALL NOT BE RESPONSIBLE FOR ANY CLAIM AGAINST CUSTOMER BY A THIRD PARTY. THE EXISTENCE OF MORE THAN ONE CLAIM AGAINST THE PARTICULAR UNITS SOLD TO CUSTOMER UNDER THIS ORDER SHALL NOT ENLARGE OR EXTEND THIS LIMIT.

(D) CUSTOMER UNDERSTANDS AND AGREES THAT THE FOREGOING LIABILITY LIMITATIONS ARE ESSENTIAL ELEMENTS OF THIS ORDER AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE MATERIAL AND ECONOMIC TERMS OF THIS ORDER WOULD BE SUBSTANTIALLY DIFFERENT.

(E) COMPANY shall not be liable for any total or partial failure to deliver, for delay in delivery or production, or for any losses or damage to Customer, or to the Product/Services occasioned by delays, in the performance of COMPANY's obligations, due to: (i) any cause beyond COMPANY's reasonable control or the control of COMPANY's suppliers or subcontractors, whether similar or dissimilar to any of (ii) through (xii) to follow; (ii) any epidemic, pandemic or widespread occurrence of an infectious or contagious disease or virus, and any actions recommended, imposed or declared by a public authority in response thereto

including special measures, quarantine, self-isolation, travel restrictions and/or curfews, (iii) an act of God, flood, drought, earthquake or other natural disaster; (iv) any act or omission of Customer, (v) any terrorist attack, civil war, civil disturbance, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, or declaration of a state of emergency; (vi) any nuclear, chemical or biological contamination or sonic boom; (vii) any collapse of buildings, fire, explosion or accident; (viii) any labour or trade dispute, strikes, industrial action or lockouts; (ix) any interruption or failure of utility service; (x) the insolvency or other inability or failure to perform by suppliers or sub-contractors, or delays in transportation; or (xi) any country ceasing to be a member of the European Union, the European Economic Area and/or the European Economic and Monetary Union, regardless of which countries, provinces or territories comprise such country at such date and/or the expiry of any transition period under any withdrawal agreement between the European Union and a departing or former member state; or (xii) any other commercial impracticability including any action taken by a government or public authority, changes in laws and regulations, or failure to grant a necessary license or consent.

(F) Customer will protect and indemnify COMPANY against all claims arising out of patents, designs, trade secrets, copyrights, or trade names with respect to Products manufactured wholly or partially to Customer's designs or specifications, including any costs, expenses, loss, attorneys' fees, settlement payments, or damages.

(G) NOTHING IN THIS ARTICLE 10 OR THESE TERMS AND CONDITIONS OF SALE LIMITS OR EXCLUDES ANY LIABILITY THAT CANNOT LEGALLY BE LIMITED OR EXCLUDED UNDER THE APPLICABLE LAW.

### 11. PRICES, TAXES AND CURRENCY:

(A) The Prices for Product and/or Services shall be the prices set out in the Order, or if no price is quoted, the price set out in the Company's published price list or pricing agreement in force at the date of delivery. Notwithstanding the foregoing, the Company may: (i) correct quantities or prices due to typographical, clerical or mathematical errors; and (ii) by giving notice to the Customer at any time before delivery, increase the price of the Product and/or Services to reflect any increase in the cost of the Product/Services that is due to: (i) any request by the Customer to change the mode or place of delivery, delivery date(s), quantities, Specification or types of Product/Services ordered or the Customer requests any other alteration to the Order; (ii) a request by the Customer to make any modification to the Product/Services; (iii) increases in the cost of raw materials or other input costs; (iv) any delay caused by instructions of the Customer or failure of the Customer to give the Company adequate or accurate information or parts; or (i) any factor beyond the reasonable control of the Company (including but not limited to foreign exchange fluctuations, increases in taxes and duties and price increases in labour, materials and other manufacturing or development costs).

(B) COMPANY's Quotation and the Order Price exclude all sales taxes, value-added taxes, import and export duties and any other taxes, surcharges, duties or tariffs of any kind now existing or hereafter imposed upon COMPANY, its personnel or subcontractors or their properties in any country or territory either directly or indirectly in respect of the production, sale, supply, delivery, license export and import, or use of the Product. Customer shall be responsible for all such taxes, duties and charges. If such charges are not collected at the time of payment Customer will hold COMPANY harmless.

(C) If COMPANY is required to impose, levy, collect, withhold or assess any such taxes, duties and charges, COMPANY shall invoice Customer for such taxes, duties and charges unless Customer furnishes COMPANY with an exemption certificate or other equivalent documentation demonstrating its exemption from such taxes, duties and/or charges.

(D) If Customer is required by law to make any tax withholding from amounts paid or payable to COMPANY, (i) the amount paid or payable shall be increased to the extent necessary to ensure that COMPANY receives a net amount equal to the amount that it would have received had no taxes been withheld; (ii) Customer shall forward proof of such legally required withholding to COMPANY.

(E) Customer shall remit the amount due on the invoice in the currency indicated on the invoice.

**12. TOOLING:** A tooling charge may be imposed for any special tooling or equipment (collectively, "Tooling") acquired by the COMPANY to manufacture the Product. COMPANY is the sole and exclusive owner of all Tooling, and the Customer will not acquire any rights, title, or interest in or to any Tooling, unless stated in the Order.

**13. SEVERABILITY:** If any provision of this Order shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not effect the remaining provisions of this Order, all of which shall remain in full force and effect.

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**14. GOVERNING LAW AND FORUM:** This Order (and any non-contractual obligations arising in respect of it) shall be governed by, and construed in accordance with, the laws of England and the parties hereby submit to the exclusive jurisdiction of the Courts of England. **THIS ORDER SHALL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.** No action in law or equity arising out of this Order may be brought by Customer more than one (1) year after the cause of action has first arisen. COMPANY shall have the right to collect from Customer its reasonable expenses, including attorneys' fees, incurred in enforcing this Order. The rights and obligations herein shall survive completion of the final payment under this Order.

**15. EXPORT AND IMPORT CONTROLS, ECONOMIC SANCTIONS:** (A) Customer hereby acknowledges and agrees that the Product and/or Confidential Information, may be subject to applicable export, import, and trade sanction laws, regulations, rules and licences, including without limit Council Regulation (EC) No. 1334/2000, the U.K. Export Control Act 2002, the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations, any legislation replacing the foregoing and any orders issued under the foregoing ("Export, Import, and Trade Sanctions Laws").

(B) Customer shall comply with the Export, Import, and Trade Sanctions Laws and agrees that it alone is responsible for ensuring its compliance with Export, Import, and Trade Sanctions Laws. In particular, but without limit, Customer will not, and will procure that none of its employees, contractors, distributors, customers, brokers, freight forwarders, agents or affiliates will, use, sell, resell, export, re-export, transfer, divert, distribute, dispose of, disclose or otherwise deal with the Products and/or Confidential Information, directly or indirectly, to any country, destination or person without first obtaining any required export licence or other governmental approval and completing such formalities as may be required by Export, Import, and Trade Sanctions Laws. Where, under the Export Control, Import, and Trade Sanctions Rules, COMPANY is required by any governmental authority to impose obligations on Customer, Customer shall comply with such obligations.

(C) Notwithstanding the generality of the paragraph immediately above, unless agreed expressly in writing in advance by the COMPANY, it is a condition of supply of Product and/or Confidential Information by the COMPANY that the Product and/or Confidential Information is not:

- (i) directly or indirectly used in production, handling, operation, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or other nuclear explosive devices, or the development, production maintenance or storage of missiles capable of delivering such weapons; and
- (ii) supplied to any person who intends to use them for a military purpose, including but not limited to development, production or use of any materials for the conduct of war, military or paramilitary operations.

(D) COMPANY shall use reasonable efforts to obtain all necessary authorisations and licences as may be required by it under Export, Import, and Trade Sanctions Laws for the export or import of the Products and/or Confidential Information to Customer. Notwithstanding the foregoing, Customer expressly acknowledges that COMPANY's obligation to furnish Products and/or Confidential Information hereunder is subject to the ability of COMPANY to supply such items consistent with Export, Import, and Trade Sanctions Laws. COMPANY reserves the right to refuse to enter into or to perform any order, and to cancel any order placed under this Agreement if COMPANY in its sole discretion determines that the entry into such order or the performance of the transaction to which such order relates would violate any Export, Import, and Trade Sanctions Laws to which it is subject. COMPANY shall be excused from performance, and not be liable for damages or costs of any kind, including but not limited to penalties, for late delivery, for failure to deliver or delay in delivering the Products and/or Confidential Information resulting from an authority's denial, withdrawal or delay in granting such authorisations or licences.

(E) Customer shall use reasonable efforts to obtain and provide to COMPANY in a timely manner end-user, end-use and other documentation, certifications and information as may be requested by COMPANY in support of COMPANY's applications to the appropriate authorities in connection with the export and/or sale of the Products and/or Confidential Information to Customer. If COMPANY has reason to believe that Customer has misrepresented or failed properly to disclose any material fact, including without limitation the intended end-use/end-user or destination of the Products, COMPANY may terminate the Order immediately in writing and discontinue all performance hereunder with no further obligation or liability to the Customer.

(F) If requested by Customer, COMPANY will provide reasonable assistance to Customer in relation to applications for any relevant export approval, but COMPANY assumes no responsibility or liability for Customer's failure or inability to obtain any required relevant export approval.

(G) Customer shall not do anything which would cause COMPANY to be in breach of the Export, Import, and Trade Sanctions Laws and shall protect, indemnify and

hold harmless COMPANY from any fines, damages, costs, losses, liabilities, fees and penalties incurred by COMPANY as a result of the errors, mistakes, failures or omissions of Customer to comply with this Clause 15.

(H) In its contracts with any third party pertaining to the Products, Confidential Information and/or any products derived therefrom, Customer agrees to impose on such third party the same obligations and requirements imposed on it by COMPANY in this Clause 15.

(I) Failure by Customer to comply with any part of this Clause 15 shall constitute a material breach of these Terms and Conditions of Sale. Customer's obligations under this Clause 15 shall survive termination of the Order for any reason whatsoever.

**16. NOTIFICATION:** Customer agrees to notify COMPANY immediately if Customer or any relevant third party who is involved in the transaction is listed in any Denied Persons List, Entity List, Sectoral Sanctions Identification List, or Specially Designated Nationals List, or if Customer's export privileges are otherwise denied, suspended or revoked in whole or in part by any relevant government authority.

**17. LICENCE:** (A) In consideration of the receipt of full payment of the Product/Services, and subject to Customer's compliance with its obligations under this Order, COMPANY hereby grants to Customer a personal, non-transferable, non-exclusive limited license, without the right to grant sublicense, to use the Software, the Intellectual Property and the related documentation, for the sole purpose of Customer's use to the extent necessary in connection with the use of the Products/Services. Use by Customer of the Products/Services conclusively evidences its acceptance of this license herein and this Order.

(B) Customer agrees to treat the Software, the Intellectual Property and related documentation as confidential and to not copy, reproduce, or otherwise disclose the Software, the Intellectual Property and related documentation to third parties. Customer agrees to not disassemble, decompile, reverse assemble, reverse engineer, create derivative works from or otherwise translate, customize, localize, modify, add to, or in any way alter, rent, or loan the Software, the Intellectual Property or related documentation. Customer agrees to defend, indemnify and hold harmless COMPANY from all damages and third party claims arising from unauthorized use or transfer of the Software or the Intellectual Property.

(C) If the Software is licensed for use in the performance of a U.S. Government prime contract or subcontract, Customer agrees that, consistent with FAR 12.211 and 12.212, commercial computer Software, computer Software documentation and technical data for commercial items are licensed under COMPANY's standard commercial license.

(D) This license herein shall apply generally to COMPANY'S Software and Intellectual Property. Third party product software licenses are separate end user license agreements ("EULA") and not issued pursuant to this license herein.

**18. INTELLECTUAL PROPERTY OWNERSHIP:** (A) Title to the Intellectual Property within the Software and the Products/Services shall at all times remain with COMPANY. Notwithstanding delivery of any Product/Service, nothing in these Terms and Conditions of Sale shall have the effect of granting or transferring to, or vesting in, Customer any Intellectual Property rights in or to any Software or Product/Service. Customer agrees that the Intellectual Property in all enhancements, related documentation, and derivative works are, and will remain the sole property of COMPANY and includes valuable trade secrets.

(B) Any and all Intellectual Property generated by COMPANY from, or arising as a result of, the Product, Services and/or work undertaken in connection with the Order shall be the sole and exclusive property of COMPANY, notwithstanding the source of payment or funding. COMPANY reserves the right to protect the same by securing appropriate Intellectual Property rights therein.

**19. CODE OF BUSINESS ETHICS:** COMPANY is committed to conducting its business ethically and lawfully. To that end COMPANY, through its ultimate parent company, Smiths Group plc, maintains a Code of Business Ethics and a process for reporting unethical or unlawful conduct. COMPANY expects that the Customer will also conduct its business ethically and lawfully. If the Customer has cause to believe that COMPANY or the Customer or any of their respective affiliates, employees or agents has behaved in a manner that violates the Code of Business Ethics, Customer is encouraged to report such behaviour to COMPANY or to Smiths Group plc. Smiths Group plc's Code of Business Ethics and the process by which to report such violations of the Code of Business Ethics are available on [www.smiths.com](http://www.smiths.com).

**20. ASSIGNMENT AND THIRD PARTY RIGHTS:** (A) Customer shall not assign this Order without the prior written consent of COMPANY, and any purported assignment shall be void. COMPANY may assign this Order at any time without notice to Customer.

(B) The parties do not intend that any term of the Order shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person other than the parties.

## TERMS AND CONDITIONS OF SALE (UNITED KINGDOM)

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**21. RELATIONSHIP:** Nothing in this Order shall be construed to place the Parties in the relationship of partners or joint ventures, and the Parties shall have no power to obligate or bind the other in any manner whatsoever.

**22. HEADINGS:** Any headings or paragraph titles are for the convenience of reference only and shall not define, limit, or extend the scope or intent of this Order or any provision thereof.

**23. CONFIDENTIALITY:** All technical and commercial information and ideas which the Company has supplied or shall supply to the Customer in connection with the Order, but excluding information in the public domain or properly in Customer's possession in tangible form before receiving such information from the COMPANY, ("Confidential Information") is proprietary to COMPANY and is disclosed to Customer in confidence for the limited purpose of assisting Customer in the evaluation or use of COMPANY's products. Customer shall not without COMPANY's prior written consent, disclose or make available such Confidential Information to any other person or use the Confidential Information except for such limited purpose or as required by law. All Confidential Information shall be returned to the COMPANY on demand, and, in any event, when no longer needed by the Customer in connection with the COMPANY's products. In addition to COMPANY's other remedies, Customer agrees that any benefit or property derived by Customer from any unauthorized use of Confidential Information shall be the sole and exclusive property of the COMPANY. The Customer shall use the same level of care in preserving the confidential nature of the Company's Confidential Information as it uses to protect its own confidential information but not less than reasonable care.

**24. WAIVER:** No waiver by COMPANY of any breach of this Order by the Customer shall be considered as a waiver of the subsequent breach of the same or any other provision.

**25. SEVERABILITY:** If any provision or portion of this Order shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, that provision or portion of this Order shall be deemed omitted and the remaining provisions and portions shall remain in full force and effect.

**26. AMENDMENTS:** Except as set out in Article 11(A), any amendment to the terms of this Order shall only be effective if made in writing and signed by COMPANY and Customer.

**27. SURVIVAL:** The provisions of the Order that by their nature survive final acceptance under an Order, expiration, cancellation or termination of any Order shall remain in full force and effect after such acceptance and payment for the period specified herein, or if not specified then for the maximum time allowed by law. These provisions are: (i) Definitions, Article 1; (ii) Payment Terms, Article 4; (iii) Liens, Title, Risk Article 7; (iv) Warranties, Article 9; (v) Limitation of Liability and Indemnity, Article 10; (vi) Prices, Taxes and Currency, Article 11; (vii); Governing Law and Forum, Article 14; (viii) Export and Import Controls, Economic Sanctions; Notification, Article 15; (ix) License, Article 17; (x) Intellectual Property, Article 18; (xi) Code of Business Ethics, Article 19; and (xii) Headings, Proprietary Information, Waiver, Severability, Amendments and Survivorship, Articles 22 - 27.

**28. ENTIRE AGREEMENT:** The Order constitutes the entire agreement between the parties. Each party acknowledges that in entering into the Order it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Order.

**29. COMPLIANCE WITH LAWS AND WARNINGS:** In those instances in which COMPANY provides health or safety information, hazardous material warning statements or other warning statements, and/or instructions in connection with the use of the Products (and COMPANY assumes no obligation to do so), Customer agrees to comply with all such information, warnings and instructions. Customer further agrees to communicate all such information, warnings and instructions to its employees, agents and subcontractors, and to subsequent buyers and users of the Products. Customer will comply with all applicable laws. Customer will indemnify and hold COMPANY harmless for Customer's breach of this Condition 29.

**30. DATA PROTECTION.** Both Parties shall comply with their respective obligations under applicable Data Protection Legislation. Where the COMPANY is to act as processor of Personal Data on behalf of the Customer under the Order, the Parties shall enter into a separate data protection agreement.

**31. SECURITY INCIDENT NOTIFICATION.** In the event that the Customer becomes aware of any suspected or actual information security incident having (or with potential to have) an adverse effect on the security of its network and information systems that process, store or otherwise utilize the COMPANY's Confidential Information and/or personal data (a "Security Incident"), the Customer shall immediately notify the COMPANY of the time the Security Incident occurred, the duration of the Security Incident, information concerning the nature and impact of the Security Incident and any other information or support that the COMPANY may reasonably request to help it comply with any obligations to notify its employees, a competent authority or any other third parties affected by the Security Incident.