

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

1. DEFINITIONS AND INTERPRETATION

In these Conditions:

1.1 the following words and expressions have the following meanings and any words and expressions defined in any Condition will have the same meaning when used in any other Condition:

“Business Day”	a day that is not a Saturday, Sunday or public or bank holiday in England
“Charges”	the charges for the Services set out in the Order
“Prices”	the prices for the Goods set out in the Order
“Order”	our acceptance of your quotation for the supply of goods and services to us, set out in our order form
“Specification”	the written technical specification for the Goods and Services set out in the Order
“you”	the person named as the supplier in the Order
“we” or “us”	PyroGenesys or other member of the PyroGenesys Group named as the customer in the Order
“PyroGenesys Group”	PyroGenesys Ltd (the “Company”), any subsidiary of PyroGenesys Ltd

1.2 all headings are for ease of reference only and will not affect the construction or interpretation of these Conditions;

1.3 references to a “person” include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);

1.4 references to any statute or statutory provision will include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;

1.5 any words following the words “include”, “includes”, “including”, “in particular” or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them;

1.6 an obligation on a party: (a) to procure or ensure the performance or standing of another person will be construed as a primary obligation of that party; and (b) not to do or omit to do anything includes an obligation not to allow that thing to be done or omitted to be done by any other person.

2. CONTRACT FORMATION

2.1 The Order constitutes an offer by us to purchase the goods set out in the Order (**“Goods”**) and services set out in the Order (**“Services”**) from you on these Conditions. A contract for the supply of Goods and Services by you to us on these Conditions (the **“Contract”**) will be formed when you accept our Order.

2.2 These Conditions are the only terms and conditions on which we will purchase goods and services from you and apply to the exclusion of all other terms and conditions including any terms and conditions which you purport to apply under any quotation, acknowledgement, acceptance or confirmation of order, delivery note, invoice or similar document (whether or not such document is referred to in the Contract) and any terms and conditions which may otherwise be implied by trade, custom, practice or course of dealing.

2.3 You acknowledge that all or part of the Contract may be subject to funding by the European Structural and Investment Funds Growth Programme for England (2014-2020) or other European Union Funded Programme.

2.4 Delivery or commencement of performance of the Services is conclusive evidence of your acceptance of these Conditions.

2.5 You may not cancel the Contract. We may cancel the Contract in whole or in part by giving written notice to you at any time before the delivery date set out in the Order. If we exercise such right our sole liability will be to pay you fair and reasonable compensation for work-in-progress at the time of cancellation (excluding any loss of profits (whether direct or indirect and whether actual or anticipated) or any indirect or consequential loss).

2.6 You may not deliver the Goods by separate instalments unless we give our prior written consent. If we give such consent, you will invoice the Price for each instalment separately in accordance with **Condition 8.3** and we will be entitled to exercise our rights and remedies (whether under these Conditions or otherwise) in respect of the relevant instalment or the whole Contract.

2.7 Members of the PyroGenesys Group and, where applicable, customers, officers, employees, students, agents and sub-contractors of the PyroGenesys Group will be entitled to enforce **Condition 6.2** and the terms of the Contract subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999. The parties may vary or rescind the Contract without the consent of other members of the PyroGenesys Group and customers, officers, employees, students agents and sub-contractors of the PyroGenesys Group. PyroGenesys Ltd will in any event be able to enforce the terms of the Contract against you whether it is contracting directly with you or otherwise.

3. THE GOODS

The quantity and description of the Goods will be as set out in the Order and the Specification and the Contract is a sale by sample where we have approved a sample whose form and quality must be matched by future deliveries. We have the right to inspect and test the Goods at any time prior to Delivery. You will permit us or our duly authorised representatives to enter upon your premises, and will procure permission for such persons to enter upon any relevant third party premises, to carry out such inspection and testing and will provide us with all facilities reasonably required. If, following inspection or testing under this Condition, we give written notice to you that we are not satisfied that Goods will comply with **Condition 5.1**, you will take all reasonable steps necessary to ensure compliance. No inspection or testing under this Condition will reduce or otherwise affect your obligations under the Contract.

4. DELIVERY

4.1 You will deliver the Goods to the address specified in the Order during the hours and on the date specified in the Order. You will be responsible for off-loading the Goods from any delivery vehicle. Delivery of the Goods ("**Delivery**") will occur when they have been off-loaded at the delivery address. You will ensure that:

4.1.1 Goods are marked according to our instructions and any applicable laws and are properly packed and secured so as to reach their destination in an undamaged condition;

4.1.2 delivery is accompanied by a prominently displayed delivery note showing the Order number, date of Order, type and quantity of Goods, any special storage instructions and, where delivery by instalments is permitted, the outstanding balance of Goods remaining to be delivered;

4.1.3 on or before Delivery we are provided in writing with a list by name and description of any harmful or potentially harmful properties or ingredients in the Goods supplied and thereafter information concerning any changes in such properties or ingredients; and

4.1.4 on or before Delivery we are supplied with all operating and safety instructions and such other information as may be necessary for the safe and proper use, maintenance and repair of the Goods.

4.2 If you fail to deliver the Goods on the date specified in **Condition 4.1**, without prejudice to any of our other rights or remedies (whether express or implied), we may terminate the Contract immediately by giving written notice to that effect to you, in which case, you will refund any monies already paid by us under the Contract in relation to the Goods that have not been delivered, and we will be entitled to recover from you any and all Losses (as defined below) incurred by us as a result of your failure to supply Goods and Services.

4.3 Risk in and ownership of the Goods will pass to us on Delivery.

5. QUALITY OF GOODS

5.1 You will ensure that the Goods will:

5.1.1 be fit for any purpose held out by you or made known to you expressly or by implication and in this respect we rely on your skill and judgement;

5.1.2 conform to the Specification;

5.1.3 be free from defects in design, materials and workmanship;

5.1.4 comply with all relevant applicable laws and British Standards and the requirements of any relevant statutory and regulatory bodies, and bear any tab, brand, label or other mark indicating place of origin, quality standard or regulatory inspection as is customary; and

5.1.5 be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health, and accompanied by any guidelines as may be necessary to ensure safehandling and storage.

5.2 Without prejudice to any of our other rights or remedies (whether express or implied), if any Goods do not conform with **Condition 5.1** we may (whether or not the Goods have been accepted) terminate the Contract immediately by giving written notice to that effect to you, or require you, at our option, to promptly repair or replace the relevant Goods free of charge or to refund the Price for the relevant Goods; and, in either case, we will be entitled to recover from you any and all Losses incurred by us as a result of the non-conformity of the Goods.

5.3 **Condition 5.2** will apply to any repaired or replacement Goods supplied under **Condition 5.2**.

6. INDEMNITY

6.1 You will indemnify us against all losses (including all direct, indirect and consequential losses), liabilities, costs, damages and expenses, all claims or proceedings made, brought or threatened against us by any person and all losses (including all direct, indirect and consequential losses), liabilities, costs (on a full indemnity basis), damages and expenses (together "**Losses**") that we do or will incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding, in each case arising out of or in connection with any breach by you of any of your obligations under the Contract (including any failure or delay in performing, or negligent performance or non-performance of, any of those obligations).

6.2 Without prejudice to **Condition 6.1**, if any person claims that the possession and/or use and/or sale of the Goods by us and/or our customers, officers, employees, students, agents or sub-contractors infringes the intellectual property rights of that or any other person ("**IP Claim**"), you will indemnify us, our customers, officers, employees, students, agents and sub-contractors against all Losses that we, our customers, officers, employees, agents or sub-contractors do or will incur or suffer as a result of defending or settling any such

actual or threatened claim or proceeding, in each case arising out of or in connection with that IP Claim. The indemnity in this **Condition 6.2** will not apply to the extent that an infringement is caused by any specification for the Goods which is created by us.

6.3 You will maintain such insurance as may be considered reasonable and prudent to cover your liability under or in connection with the Contract and will on request provide us with evidence of the same.

7. SERVICES

7.1 You will, in performing the Services:

- 7.1.1 use the degree of skill, care, prudence, supervision, diligence, foresight, quality control and quality management which would be adopted by a leading professional provider of the Services;
- 7.1.2 fulfil all requirements set out in the Order;
- 7.1.3 fully co-operate with our agents, representatives and contractors; and
- 7.1.4 comply with all relevant applicable laws, British Standards, requirements of any relevant statutory and regulatory bodies and health and safety and security policies and obey all our lawful and reasonable directions.

7.2 You will perform the Services at the location(s) and on/by the performance dates set out in the Order.

8. PRICE AND PAYMENT

8.1 Subject to you performing your obligations in accordance with the terms of the Contract, we will pay the Prices and Charges to you in accordance with this **Condition 8**. The only monies to be paid by us in connection with the supply of the Goods and the performance of the Services are the Prices and the Charges which are “fixed and firm” and are inclusive of all costs and expenses incurred by you including all packaging, insurance, carriage and delivery costs and all travel, accommodation and subsistence expenses. We reserve the right to pay all or any of the Prices and Charges by payment card and you should have in place such systems necessary to facilitate payment by that means.

8.2 Any sum payable under the Contract is also, unless set out in the Order, inclusive of value added tax (and any other similar or equivalent taxes, duties, fees and levies imposed from time to time by any government or other authority), to the extent payable. Where the Order states that sums are exclusive of tax then this will be payable in addition to that sum in the manner and at the rate prescribed by law from time to time, subject to receipt by the paying party of a valid value added tax invoice.

8.3 You will be entitled to invoice us for the Prices for the Goods and the Charges following Delivery. You will be entitled to invoice us for the Charges for the Services following completion of performance of the Services.

8.4 Subject to **Conditions 8.5, 8.6, 8.7 and 8.9**, each invoice will be payable by us within 30 days of our receipt and acceptance of a correct and proper invoice. Invoices must quote the purchase order number, tender reference number (if appropriate), details of what is supplied and any discounts given. You will send invoices to the address specified in the Order.

8.5 Notwithstanding any purported contrary appropriation by you, we will be entitled, by giving written notice to you, to appropriate any payment by us to any invoice issued by you.

8.6 No payment made by us will constitute acceptance or approval by us of the Goods or Services or otherwise prejudice any rights or remedies which we may have against you including the right to recover any amount overpaid or wrongfully paid to you.

8.7 If we, on bona fide grounds, dispute any part of an amount invoiced by you (a “**Disputed Sum**”), we will be entitled to withhold payment of the Disputed Sum until the dispute is settled.

8.8 If any sum payable under the Contract is not paid on or before the due date for payment you will be entitled to charge us interest on that sum at 1.5% per annum above the base lending rate from time to time of Barclays Bank plc from the due date until the date of payment (whether before or after judgment), such interest to accrue on a daily basis. Such interest will not be chargeable on any Disputed Sum, provided that if it is agreed or determined that part or all of the Disputed Sum is payable, interest will be chargeable on the relevant part of the Disputed Sum in accordance with this Condition but from the date on which payment of that sum is due in accordance with settlement of the dispute rather than from the date on which payment of the original invoice which included that sum was originally due.

8.9 We will be entitled to set-off any liability which you have to us against any liability which we have to you, whether such liability is present or future, liquidated or unliquidated, under the Contract or any other contract between the parties or other cause of action.

9. OUR PROPERTY

All materials, equipment, tools, dies and moulds supplied by us to you will at all times:

- 9.1 be and remain our exclusive property;
- 9.2 be held by you in safe custody at your own risk;
- 9.3 be maintained and kept in good condition by you until returned to us;
- 9.4 not be disposed of other than in accordance with our written instructions;
- 9.5 not be used otherwise than as authorised by us in writing; and

9.6 be returned to us on demand.

10. ANTI-CORRUPTION

10.1 You will, and will procure that your officers, employees, agents and any other persons who perform services for you or on your behalf in connection with the Contract will:

10.1.1 not commit any act or omission which causes or could cause us or you (or that person) to breach, or commit an offence under, any laws relating to anti-bribery and/or anti-corruption;

10.1.2 comply with PyroGenesys Ltd anti-corruption policy as updated from time to time;

10.1.3 keep accurate and up to date records showing all payments made and received and all other advantages given and received in connection with the Contract and the steps taken to comply with this **Condition 10.1**, and permit us to inspect those records as reasonably required;

10.1.4 promptly notify us of:

10.1.4.1 any request or demand for any financial or other advantage received by you (or that person); and

10.1.4.2 any financial or other advantage you (or that person) give or intend to give;

whether directly or indirectly in connection with the Contract; and

10.1.5 promptly notify us of any breach of this **Condition 10.1**.

10.2 We may terminate the Contract immediately by giving written notice to that effect to you if you are in breach of **Condition 10.1**.

10.3 You will indemnify us against all Losses we do or will incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding, in each case arising out of or in connection with any breach of any of your obligations under **Condition 10.1**. You will have no liability to us under this **Condition 10.3** for any loss, liability, cost, damage, expense, claim or proceeding to the extent that it would not have been incurred or suffered but for our criminal liability.

11. TERMINATION

11.1 If you commit a material breach of the Contract which is incapable of remedy or which is capable of remedy but not remedied by you within 14 days of our notice requiring you to remedy then we may terminate the Contract immediately by giving written notice to that effect to you.

11.2 We may terminate the Contract immediately by giving written notice to that effect to you if you:

11.2.1 have a receiver, administrator or provisional liquidator appointed, or are subject to a notice of intention to appoint an administrator;

11.2.2 pass a resolution for your winding-up (save for the purpose of a solvent restructuring previously approved in writing by us) or have a winding up order made by a court in respect of you;

11.2.3 enter into any composition or arrangement with creditors (other than relating to a solvent restructuring previously approved in writing by us);

11.2.4 cease to carry on business;

11.2.5 have any steps or actions taken in connection with any of these procedures; or

11.2.6 are the subject of anything analogous to the foregoing under the laws of any applicable jurisdiction;

and you will notify us immediately upon the occurrence of any such event or circumstance.

11.3 Following expiry or termination of the Contract, any Conditions which expressly or impliedly continue to have effect after expiry or termination of the Contract will continue in force, and all other rights and obligations will immediately cease without prejudice to any rights, obligations, claims (including claims for damages for breach) and liabilities which have accrued prior to the date of expiry or termination.

11.4 Within 14 days after the date of expiry or termination of the Contract you will, subject to the exception set out in **Condition 11.1**, if requested to do so, return to us all of our Confidential Information (including all copies and extracts) and all other of our property (whether tangible or intangible) in your possession or control, and cease to use our Confidential Information.

11.1 Each party may retain any of the other party's Confidential Information which it has to keep to comply with any applicable law or which it is required to retain for insurance, accounting or taxation purposes. The provisions of **Condition 12** will continue to apply to retained Confidential Information.

12. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- 12.1 Each party will, subject to **Condition 12.2**, only use the other party's Confidential Information for the purpose of performing its obligations and exercising its rights under the Contract; keep the other party's Confidential Information secret, safe and secure; and not disclose the other party's Confidential Information to any other person.
- 12.2 Each party may disclose the other party's Confidential Information:
- 12.2.1 to the extent required by law (including under the Freedom of Information Act 2000 ("**FOIA**") and you acknowledge our obligations under that Act) or any court of competent jurisdiction or the rules of any governmental or regulatory body; and
 - 12.2.2 to those of its officers, directors, employees and professional advisers and, in our case, our agents and sub-contractors, who need access to that Confidential Information so that it can perform its obligations and exercise its rights under the Contract. A party disclosing the other party's Confidential Information under this **Condition 12.2.2** will procure that each person to whom it discloses that Confidential Information will not do or omit to do anything which if done or omitted to be done by that party would be a breach of this **Condition 12**.
- 12.3 We may be required to disclose information you provide to us or which relates to your business pursuant to FOIA without first consulting with you. The decision on what is disclosed in response to a request received by us under FOIA is ours at our absolute discretion.
- 12.4 "**Confidential Information**" means any information that relates to a party (or any of its subsidiaries, holding companies or subsidiaries of such holding companies) and which is disclosed to the other party in connection with the Contract, but excluding information that is at the relevant time in the public domain (other than by virtue of a breach of this **Condition 12**), or was received by the other party from a third party who did not acquire it in confidence.
- 12.5 Each party acknowledges and agrees that damages alone would not be an adequate remedy for breach of this **Condition 12** by that party, and the other party will be entitled, without having to prove special damages, to equitable relief (including injunction and specific performance) for any breach or threatened breach of this **Condition 12** by the first party.
- 12.6 You will assign to us all right, title and interest in intellectual property rights (including know how) which are created by you or on your behalf in performing the Contract and will procure all licences of intellectual property rights which are necessary for us to make use of any Goods without the risk of infringing any person's rights. You will execute all documents and do all acts reasonably required by us to vest such rights in us absolutely.

13. NOTICE

- 13.1 Subject to **Condition 13.4**, any notice or other communication given under or in connection with the Contract will be in writing, in the English language and:
- 13.1.1 sent to the relevant party's address by pre-paid first class post or mail delivery service providing guaranteed next working day delivery;
 - 13.1.2 delivered to or left at the relevant party's address (but not, in either case, by one of the methods set out in **Condition 13.1.1**);
 - 13.1.3 sent by facsimile the relevant party's facsimile number; or
 - 13.1.4 sent by email to Simon@PyroGenesys.com
- and, in the case of any notice or other communication to be given to us, marked for the attention of our specified representative.
- 13.2 Any notice or communication given in accordance with **Condition 13.1** will be deemed to have been served:
- 13.2.1 if given as set out in **Condition 13.1.1**, at 9.00 a.m. on the 2nd Business Day after the date of posting;
 - 13.2.2 if given as set out in **Condition 13.1.2**, at the time the notice or communication is delivered to or left at that party's address;
 - 13.2.3 if given as set out in **Condition 13.1.3**, at the time of confirmation of completion of transmission of the facsimile by way of a transmission report; and
 - 13.2.4 if given as set out in **Condition 13.1.4**, at the time the notice is received at the email address Simon@PyroGenesys.com
- provided that if a notice or communication is deemed to be served before 9.00am on a Business Day it will be deemed to be served at 9.00am on that Business Day and if it is deemed to be served on a day which is not a Business Day or after 5.00pm on a Business Day it will be deemed to be served at 9.00am on the immediately following Business Day.
- 13.3 To prove service of a notice or communication it will be sufficient to prove that the provisions of **Condition 13.1** were complied with.
- 13.4 This **Condition 13** will not apply to the service of any proceedings or other documents in a legal action to which the Civil Procedure Rules apply.

14. GENERAL

- 14.1 In performing the Contract, you will:

- 14.1.1 comply with all applicable laws and regulations (including with respect to equality and diversity, health and safety, labour or otherwise) and all policies of PyroGenesys Ltd in force at the time the Contract is entered into, whether notified in writing to you or otherwise;
- 14.1.2 work to the highest levels of industry practice with respect to environmental sustainability, in order to minimise harm to the environment, society and economy and provide proof of doing so tous, where we require;
- 14.1.3 provide such information as may be requested by us to confirm your compliance with this Condition and execute such other documents as we may require to ensure your compliance with this Condition; and
- 14.1.4 have in place throughout the term of this Contract policies and procedures as are necessary to comply with the Modern Slavery Act 2015 (as amended)

and you will on reasonable notice during normal business hours allow us access to such of your facilities and records (and for us to take copies of records) for the purposes of allowing us to verify your compliance with this Condition and the remaining Contract.

- 14.2 Without prejudice to Condition 14.1, you will comply with the Data Protection Act 2018 and will ensure that you have established appropriate technical and organisational measures to prevent the unauthorised or unlawful processing of personal data that we provide to you or which you hold in relation to our business or that of our subsidiaries. You will comply with such instructions as we notify you of from time to time in writing in respect of the processing of such data.
- 14.3 You acknowledge that we may contract with any other person for the supply of goods and services similar to the Goods and Services.
- 14.4 The Contract constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter and:
 - 14.4.1 neither party has entered into the Contract in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other party or any other person and whether made by the first party or any other person) which is not expressly set out in the Contract; and
 - 14.4.2 nothing in this **Condition 14.4** will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.
- 14.5 A delay in exercising or failure to exercise a right or remedy under or in connection with the Contract will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.
- 14.6 If any term of the Contract is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from the Contract and this will not affect the remainder of the Contract which will continue in full force and effect.
- 14.7 Save as otherwise expressly provided in these Conditions, no variation to the Contract will be effective unless it is in writing and signed by a duly authorised representative on behalf of each of the parties.
- 14.8 Nothing in the Contract and no action taken by the parties in connection with it or them will create a partnership or joint venture between the parties or give either party authority to act as the agent of or in the name of or on behalf of the other party or to bind the other party or to hold itself out as being entitled to do so. Each party agrees that it is an independent contractor and is entering into the Contract as principal and not as agent for or for the benefit of any other person.
- 14.9 Save as provided in **Condition 2.7**, the parties do not intend that any term of the Contract will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person.
- 14.10 Our rights and remedies set out in these Conditions are in addition to and not exclusive of any rights and remedies provided by law.
- 14.11 You will not be entitled to assign, transfer, charge, hold on trust for any person or deal in any other manner with any of your rights under the Contract or to sub-contract any of your obligations under the Contract.

15. GOVERNING LAW AND JURISDICTION

- 15.1 The Contract and any non-contractual obligations arising out of or in connection with it will be governed by the laws of England. Subject to **Condition 15.2**, the courts of England have exclusive jurisdiction to determine any dispute arising out of or in connection with the Contract (including in relation to any non-contractual obligations).
- 15.2 Either party may seek specific performance, interim or final injunctive relief or any other relief of similar nature or effect in any court of competent jurisdiction.