ALPHABOND TECHNOLOGIES LIMITED – PURCHASE TERMS AND CONDITIONS

1. Interpretation

1.1 **Definitions:**

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 15.4.

Contract: the contract between the Customer and the Supplier for the sale and purchase of the Goods in accordance with these Conditions and the contract may also include the date or terms of its expiration and other relevant particulars.

Customer: Alphabond Technologies Limited (registered in England and Wales with company number 09325731).

Delivery Date: the date specified in the Order, or, if none is specified, within 28 days of the date of the Order.

Delivery Location: the address for delivery of Goods as set out in the Order or, if no address for delivery is set out in the Order, the Customer's third-party warehouse.

Goods: the goods (or any part of them) and the services (inclusive of services related to software) or any part of them set out in the Order.

Software: Any computer programs, applications, or code, including related documentation and updates, provided by the Supplier as part of the Goods either Online or Offline.

Order: the Customer's order for the Goods, as set in the Customer's purchase order form, the Customer's written acceptance of the Supplier's quotation, or overleaf, as the case may be.

Specification: any specification for the Goods, including any related performance parameters which are agreed in writing by the Customer and the Supplier.

Supplier: the person or firm from whom the Customer purchases the Goods.

1.2 **Interpretation:**

(a) a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

(b) any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

(c) a reference to **writing** or **written** includes faxes and emails.

2. Basis of contract

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions.

2.3 The Order shall be deemed to be accepted on the earlier of:

(a) the Supplier issuing a written acceptance of the Order; and

(b) the Supplier doing any act consistent with fulfilling the Order,

at which point the Contract shall come into existence.

2.4 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

3. The Goods

3.1 The Supplier shall ensure that the Goods shall:

(a) correspond with their description and any applicable Specification;

(b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, and the Supply of Goods and Services Act, 1982, both as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement;

(c) where they are manufactured products, be free from defects in design, material and workmanship and remain so for 12 months after delivery; and

(d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

3.2 The Supplier shall ensure that the Customer is advised of any changes in the Specification, sourcing of ingredients used in the Goods or any other changes to the Goods (**Modified Goods**) before supplying those Modified Goods. Upon request by the Customer, the Supplier shall provide the Customer with a sample of the Modified Goods in such quantity as the Customer may reasonably require in order for the Customer to trial the Modified Goods under live production conditions.

3.3 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

3.4 Without prejudice to clause 3.1, where the Supplier is not the manufacturer of the Products, the Supplier shall endeavour to transfer to the Customer the benefit of any warranty or guarantee given to the Supplier.

3.5 The Customer may inspect and test the Goods at any time before delivery and, upon request, the Supplier shall provide to the Customer a certificate of analysis in such form as the Customer reasonably requests for the Goods and a standard sample of the Goods. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and the Customer shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

3.6 If following such inspection or testing the Customer considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

4. Delivery

4.1 The Supplier shall ensure that:

(a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;

(b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

(c) if the Supplier requires the Customer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.

4.2 The Supplier shall deliver the Goods:

(a) on the Delivery Date;

(b) at the Delivery Location; and

(c) always in compliance with the Delivery Location's advance booking-in procedure.

4.3 Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location.

4.4 If the Supplier:

(a) delivers less than 95% of the quantity of Goods ordered, the Customer may reject the Goods; or

(b) delivers more than 105% of the quantity of Goods ordered, the Customer may at its discretion reject the Goods or the excess Goods,

and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the Customer accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.

4.5 The Supplier shall not deliver the Goods in instalments without the Customer's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Customer to the remedies set out in clause 5.

5. Remedies

5.1 If the Goods are not delivered on the Delivery Date, or do not comply with the undertakings set out in clause 3.1, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, the Customer may exercise any one or more of the following remedies:

(a) to terminate the Contract;

(b) to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;

(c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods;

(d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;

(e) to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods from a third party; and

(f) to claim damages for any other costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract;

(g) to require the Supplier to re-perform the affected Services at no additional cost to the Customer;

(h) to withhold payment for the defective portion of the Services;

(i) to claim a proportionate reduction in charges for the affected Services;

(j) to require the Supplier to provide a corrected version, patch, or update to remedy the defect;

(k) to obtain substitute software services from a third party and recover the costs from the Supplier.

5.2 If a party fails to make any payment due to the other under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 3% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments the defaulting party disputes in good faith.

5.3 These Conditions shall apply to any repaired, reworked or replacement Goods supplied by the Supplier.

5.4 The Customer's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

5.5 If a software defect materially impacts its functionality and the Supplier is unable to remedy the defect within a reasonable timeframe, the Customer may terminate the contract immediately and receive a full refund for the affected software including any amount incurred towards direct loss and damage.

6. Title and risk

Title and risk in the Goods shall pass to the Customer on completion of delivery.

7. Price and payment

7.1 Subject always to clause 7.2, the price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price current at the last occasion of supply or if no previous supply such price as the parties may agree.

7.2 In the event that the Customer is or will become liable to pay any customs, import or other duties in respect of any supply of Goods (**Duties**), the Supplier shall reduce the price of the Goods in question to offset the Duties to ensure that the total amount payable by the Customer is no more than the amount the Customer would have paid had no Duties been payable in respect of the supply.

7.3 The price of the Goods is exclusive in respect of value added tax (VAT), but includes the costs of packaging, insurance, Duties and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by the Customer.

7.4 The Supplier may invoice the Customer for price of the Goods plus VAT at the prevailing rate (if applicable) on or at any time after the completion of delivery. The Supplier shall ensure that the invoice includes the date of the Order, the invoice number, the Customer's order number, the Supplier's VAT registration number, and any supporting documents that the Customer may reasonably require.

7.5 The Customer shall pay correctly rendered invoices within 60 days following the end of the month of supply, or as otherwise agreed in writing. Payment shall be made to the bank account nominated in writing by the Supplier.

7.6 The Customer may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier.

7.7 The Supplier shall notify the Customer in writing of any price increase of any goods supplied or intended to be supplied by the Supplier (**Price Increase Notice**).

7.8 Any Price Increase Notice shall be given by the Supplier to the Customer at least 90 days prior to any price increase of any goods supplied or intended to be supplied by the Supplier taking effect.

7.9 In the event that the Price Increase Notice is not given at least 90 days prior to any price increase of any goods supplied or intended to be supplied by the Supplier taking effect, the price of such goods shall be the price as on the last occasion of the supply of such goods to the Customer. For the avoidance of doubt, no price increase in respect of such goods shall be effective until 90 days after a Price Increase Notice in respect of such goods is given.

7.10 The Supplier undertakes to the Customer that the Supplier shall not at any time supply or make available for sale any goods to any person at a price that is less than the price at which such goods are supplied or made available for sale by the Supplier to the Customer.

7.11 In the event that goods are supplied or made available for sale by the Supplier to any person at a price that is less than the price at which such goods are supplied or made available for sale to the Customer, the Supplier shall upon demand by the Customer pay to the Customer an amount equal to the saving the Customer would have realised had all supplies of the goods in question by the Supplier to the Customer in the five year period prior to the date of the Customer's demand been made at the lower price. At the Customer's

option, the Customer may request that any amount owed by the Supplier to the Customer pursuant to this clause is issued to the Customer in the form of a credit note or is set off against future orders made by the Customer.

7.12 Conditions 7.6 to 7.12 (inclusive) apply to any contract between the Supplier and the Customer from time to time, including this Contract, to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

8. Customer materials

The Supplier acknowledges that all materials and Specifications, and data supplied, by the Customer to the Supplier (**Customer Materials**) and all rights in the Customer material are and shall remain the exclusive property of the Customer. The Supplier shall keep the Customer Materials insured and in safe custody at its own risk, maintain them in good condition until returned to the Customer and shall provide the Customer with access to inspect any Customer Materials in the Supplier's possession upon reasonable request, and not dispose or use the same other than in accordance with the Customer's written instructions or authorisation.

9. Indemnity

9.1 The Supplier shall keep the Customer indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Customer as a result of or in connection with:

(a) any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the supply or use of the Goods, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;

(b) any claim made against the Customer by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and

(c) any claim made against the Customer by a third party arising out of or in connection with the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.

9.2 This clause 9 shall survive termination of the Contract.

10. Insurance

During the term of the Contract and for a period of 3 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance, public liability insurance and products guarantee, pecuniary loss and product recall insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

11. Confidentiality

11.1 A party (**receiving party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (**disclosing party**, its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors shall keep such information confidential. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

11.2 If the parties have entered into a separate non-disclosure agreement, should there be any conflict between this clause 11 and the terms of the non-disclosure agreement, the terms of the non-disclosure agreement shall prevail.

11.3 This clause 11 shall survive termination of the Contract.

12. Compliance with relevant laws and policies

12.1 In performing its obligations under the Contract, the Supplier shall comply with all applicable laws, statutes, regulations and codes from time to time in force under English law.

12.2 The Customer may immediately terminate the Contract for any breach of clause 12.

13. Termination

13.1 The Customer may terminate the Contract in whole or in part at any time before delivery with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. The Customer shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

13.2 Without limiting its other rights or remedies, the Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if:

(a) the Supplier commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;

(b) the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(c) the Supplier takes any step or action in connection with the Supplier being made bankrupt, entering any composition or arrangement with his creditors, having a receiver appointed to any of his assets, or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(d) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

(e) the Supplier's financial position deteriorates to such an extent that in the Customer's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

13.3 The Contract shall automatically terminate on the date of its expiration or according to terms of its expiration unless the Supplier obtains the Customer's explicit, written consent for renewal. No implied, automatic, or tacit renewal shall apply under this Contract.

13.4 The Supplier shall ensure a smooth cessation of all services and provide any final reports or deliverables completed up to the termination date.

13.5 The Supplier shall provide reasonable assistance to the Customer to transition away from the software services it has provided under the Goods, including data extraction or migration support, at agreed costs (if any).

13.6 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses that expressly or by implication survive termination of the Contract shall continue in full force and effect.

14. Force majeure

14.1 The Customer shall not be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from an event, circumstance or cause beyond its reasonable control including, without limitation, any flood, drought, earthquake or other natural disaster, any epidemic, pandemic or other civil emergency situation (including Covid-19) or any law or action taken by any government or public authority, including without limitation imposing any export or import restriction, quota, prohibition or other restriction affecting trade (**Force Majeure Event**). If the period of delay or non-performance continues for not less than 14 days, the Supplier may terminate the Contract immediately by giving written notice to the Customer.

14.2 If the Supplier is delayed in performing or fails to perform any of its obligations under the Contract as a result of a Force Majeure Event and such period of delay or non-performance continues for not less than 14 days, the Customer may terminate the Contract immediately by giving written notice to the Supplier.

15. General

15.1 **Assignment and other dealings**

(a) The Customer may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract.

(b) The Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Customer.

15.2 **Subcontracting.** The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of the Customer. If the Customer consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

15.3 **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15.4 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Customer.

15.5 **Waiver.** Except as set out in clause 2.4, a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

(a) waive that or any other right or remedy; or

(b) prevent or restrict the further exercise of that or any other right or remedy.

15.6 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

15.7 **Notices.**

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 15.7(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.

(c) This clause does not apply to the service of any proceedings or other documents in any legal action, or other method of dispute resolution.

15.8 **Third party rights.** No one other than a party to the Contract shall have any right to enforce any of its terms.

15.9 **Governing law and jurisdiction.** The Contract, 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 laws of England and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

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