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## ION SCIENCE STANDARD CONDITIONS OF PURCHASE

- 1) Definitions. In this Agreement, the following terms have the following meanings:
  - a. 'Buyer' Ion Science Ltd (henceforth ISL), The Hive, Butts Lane, Fowlmere, Cambridgeshire, SG8 7SL, UK.
  - b. "Seller" and or "Supplier" the person who sells or agrees to sell the Goods to the "Buyer" ISL.
  - c. 'Conditions' the Terms and Conditions of Purchase set out below and any special terms and conditions agreed in writing by ISL.
  - d. 'Purchase Order' means the standard Buyer document which includes or is attached to a statement of work describing the Goods to be provided by the Supplier and which provides a maximum value payable by the Buyer to the Supplier
  - e. 'Delivery Address' the address to which ISL instructs the Seller to arrange carriage of the Goods; in the absence of any agreement to the contrary it shall be deemed to be The Hive, Butts Lane, Fowlmere, Cambridgeshire, SG8 7SL, UK.
  - f. 'Delivery Date' such date as may be agreed between the parties for delivery of the goods, or in default 14 days after ISL's Purchase Order is communicated to the Seller.
  - g. 'ISL' Ion Science Ltd, The Hive, Butts Lane, Fowlmere, Cambridgeshire, SG8 7SL, UK.
  - h. 'Goods' the articles or services which ISL agrees to buy from the Seller.
  - i. 'Deliverables' refers to quantifiable goods or services
  - j. 'Price' the Price including carriage, packing, insurance and VAT (as applicable) delivered CIP (Incoterms 2020) "Buyers" site, unless otherwise agreed by the Parties
  
- 2) Acceptance of Purchase Order. The Purchase Order constitutes Buyer's offer to Seller and shall become a binding contract upon the terms and conditions stated in the Purchase Order upon acceptance by Seller by any expression of acceptance, or commencement of performance, whichever occurs first. Any terms and conditions proposed by Seller in acknowledging or accepting Buyer's offer which are different from or in addition to the terms set forth in the Purchase Order shall not be binding upon Buyer and shall be void and of no effect, except to the extent expressly accepted in writing by Buyer's authorised procurement representative(s).
  
- 3) Change Orders. Buyer shall have the right by written notice to change the terms of the Purchase Order, the drawings, specifications or other descriptions, the time, method or place of delivery or the method of shipment or packaging or to suspend delivery of the Deliverables. Upon receipt of such notice, Seller shall proceed promptly to make such changes. If any such change causes a change in the cost of the Deliverables or in the time required for performance, Seller shall provide prompt notice to Buyer of any such change and an equitable adjustment shall be negotiated promptly and the Purchase Order shall be modified in writing accordingly.
  
- 4) Supplier's Obligations. The Supplier warrants, represents and undertakes that all Goods delivered under this Agreement shall be carried out with all due skill and care, in a good and workmanlike manner and otherwise in line with best practice within its industry ("Best Industry Practice"). Supplier has full capacity and authority to enter into this Agreement and that it has or will obtain prior to the commencement of the services, any necessary licences, consents, and permits required of it to perform under this Agreement. The Supplier shall provide the Buyer with such progress reports, evidence or other information concerning the Goods as may be requested by the Buyer from time to time. The Supplier shall be responsible for maintaining such insurance policies in connection with performance of the Agreement as may be appropriate or as the Buyer may require from time to time;

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- 5) Delivery Date. Seller shall deliver the Goods in the ordered quantities or perform the services, each on the date(s) specified in this Order or as otherwise agreed in writing by the parties (the "Delivery Date"). Timely delivery of the Goods is of the essence. If Seller fails to deliver the Goods in full on the Delivery Date, Buyer may terminate this Order immediately by written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses attributable to Seller's failure to deliver the Goods or perform the services on the Delivery Date. Alternatively, if Seller fails to meet the Delivery Date, Buyer, without limiting its other rights or remedies, may direct expedited routing; any excess costs incurred thereby shall be debited to Seller's account. Buyer may return any Goods delivered prior to the Delivery Date at Seller's expense and Seller shall redeliver such Goods on the Delivery Date. In the event the Seller's performance is delayed or is expected to be delayed by more than five (5) business days, the Buyer upon written notice to Seller may terminate the Purchase Order for its convenience in accordance with Section '17 Termination' of the Purchase Order
  
- 6) Delivery Location. All Goods shall be delivered to the address specified in Section 1.e or as specified this Order (the "Delivery Location") or as otherwise instructed by Buyer.
  
- 7) Storage. If for any reason the Buyer is unable to accept delivery of the Goods at the time when the Goods are due and ready for delivery the Supplier shall at its expense store the Goods for a period not exceeding 3 month, (unless otherwise agreed in writing by the Parties) having regard to the circumstances and shall safeguard them and take all reasonable steps to prevent their deterioration until the date of actual delivery;
  
- 8) Data. Seller acknowledges that it has in its possession all applicable specifications, drawings and documents (including, without limitation, statements of work) necessary to perform its obligations under the Purchase Order at the Price and schedule stated on the Purchase Order or its attachments. All such documentation shall be deemed to be a part of the Purchase Order.
  
- 9) Payment and Prices. Unless different payment terms are expressly stated on the Purchase Order, payment terms shall be net sixty days end of month (60 days EOM) from Buyer's receipt of Seller's correctly presented invoice or the date of delivery or performance, whichever is the later. A "correctly presented" invoice will contain the Purchase Order number sent to the billing address on the Purchase Order. The Goods will be furnished at the Price set forth in the Purchase Order or such other document that Seller may use to set forth the Price. Prices shall be inclusive of all delivery costs and. Price invoiced should not exceeded the Purchase Order value, unless otherwise agreed in writing. Seller warrants that the Price for the Goods is no less favourable than those currently extended to any other customer for the same or similar Goods in similar quantities. Seller will not be paid for any Goods that have not been authorized by an approved Purchase Order prior to commencement of work or production. Buyer shall also receive the full benefit of all discounts, premiums and other favourable terms of payment customarily offered by Seller to its customers for the same or similar Goods in similar quantities. In the event Seller reduces its Price for the Goods, Seller agrees to reduce the Prices to Buyer correspondingly. Seller warrants that the Prices in this Agreement shall be complete, and no additional charges of any type shall be added without Buyer's express written consent, including but not limited to, shipping, packaging, labelling, demurrage charges, taxes, storage, insurance, boxing and crating.
  
- 10) Warranty. Seller warrants that all Deliverables will conform to applicable specifications, drawings, descriptions, and samples, and will be of new manufacture, good workmanship and materials, and free from design defect, claim, encumbrance or lien, and be suitable for the purpose intended by Buyer. Furthermore, the Suppliers warrants that the Goods shall perform their usual function for a period of 12 months from the Delivery Date; Seller warrants that it has full title, right, power and authority to enter into the Purchase Order and perform its obligations under the Purchase Order. Seller warrants that Deliverables that are services shall be performed in a professional and workmanlike manner.



- 11) Nonconforming Goods. Buyer may inspect all or a sample of the Goods on or after the Delivery Date. Buyer, at its sole option, may reject all or any portion of the Goods if it determines they are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer may, upon written notice to Seller: (a) rescind this Order in its entirety; (b) accept the Goods at a reasonably reduced Price; or (c) reject the Goods and require replacement thereof. If Buyer requires replacement of the Goods, Seller shall, at its expense, promptly replace the nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for return of the defective Goods and delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Buyer may replace them with Goods from a third party and charge Seller the cost thereof and terminate this Order for default. Any inspection or other action by Buyer hereunder will not reduce or otherwise affect Seller's obligations under this Order. Buyer may conduct further inspections after Seller has carried out its remedial actions.  
If the Seller identifies nonconforming Goods prior to or following shipment to Buyer, Seller shall notify Buyer immediately. Buyer will evaluate the nonconformance and determine appropriate disposition.
  
- 12) Packing and Shipping. Deliveries shall be made as specified on the Purchase Order without charge for packaging or storage unless otherwise agreed in writing by Buyer. Deliverables shall be suitably packed to secure the lowest transportation costs and in accordance with the requirements of the carriers of the releases or orders subject to the Purchase Order. Buyer's order numbers must be plainly marked on all packages, bills of lading and shipping orders. Buyer's count or weight shall be conclusive. Seller shall not ship in advance of schedule or make partial shipment unless otherwise agreed in writing by Buyer. Risk of loss shall be retained by Seller until delivery of the Deliverables to the first carrier/courier. Title, risk and property shall pass to ISL on receipt of Deliverables, but without prejudice to any pre-existing Intellectual Property Rights of the Supplier. Deliverables cannot be delivered or performed earlier or later than the due delivery or performance date, otherwise, ISL may at its discretion reject them. The Deliverables shall be delivered in conformance with any other requirements stated in the Purchase Order, which in the event of any conflict shall take precedence over this clause.
  
- 13) Governing Law. The Purchase Order shall be construed in all respects in accordance with the laws of England and the parties agree to submit to the jurisdiction of the English Courts.
  
- 14) Free-Issue Materials. Where the Buyer issues materials to the Supplier for use in connection with the Goods such materials shall be and remain the property of the Buyer. The Supplier shall maintain such materials in good order and condition and at its risk and shall use them only in connection with delivery of the Goods. Furthermore, the Supplier shall provide regular reports on stock level and condition of issued material at the Buyer's request. The Supplier acknowledges that there may be scrap materials or surplus materials arising in the ordinary course of supplying the Goods. In cases where the materials have been provided to the Supplier by the Buyer, the Supplier acknowledges that it shall account to the Buyer for all such scrap and surplus materials and shall carry out a reconciliation exercise of materials provided and used and provide evidence to the Buyer in respect of all such scrap and surplus materials. The Supplier shall, in addition, account to the Buyer for the value of all such scrap and surplus materials. Any materials wasted as a result of the Supplier's bad workmanship or negligence shall be replaced at the Supplier's expense. The Supplier shall at any time forthwith upon the Buyer's request deliver up to the Buyer all materials issued by the Buyer. The Buyer shall be responsible for the conformity of any free-issue material;



- 15) Sub-Contracting. The Supplier shall not without the prior written consent of the Buyer sub-contract or assign all or any part of this Agreement or any Purchase Order. The Supplier shall be responsible for the acts, defaults and omissions of its sub-contractors, whether approval has been given to their appointment under this Condition or not, as if they were the Suppliers own and any consent given under this Condition shall not relieve the Supplier of any of his obligations under the Agreement. Any authority given by the Buyer for the Supplier to sub-contract this Agreement or Purchase Order or any part of it shall not impose any duty on the Buyer to enquire as to the competency of any authorised subcontractor but the Supplier shall ensure that any authorised sub-contractor is competent and that the work is properly done;
- 16) Intellectual Property and Proprietary Rights. Seller / Supplier shall at its expense indemnify, defend and hold harmless, Buyer, its directors, officers, employees, affiliates, subsidiaries, agents, customers and end users, from any and all loss, damages, costs, expenses or liabilities, arising directly or indirectly (including, without limitation, reasonable legal fees and costs) for or on account of, or resulting from but not limited to:-
- a) all claims for infringement of any patents, design right, copyright, registered design, or trade mark by reason of the use or sale of the Goods supplied and against all losses, costs, damages, expenses and claims which the Buyer may incur or have to bear or for which the Buyer may become liable as a result of such claims for infringement;
  - b) claims in respect of royalties payable by the Supplier in respect of the Goods;
  - c) all claims arising out of errors and omissions in drawings, calculations, packing details or other particulars supplied by the Supplier; and
  - d) all claims made against the Buyer arising out of the acts and omissions of the Supplier, its employees, agents or its sub-contractors.
- The fact that Buyer furnishes specifications to Seller / Supplier with respect to any of the Deliverables shall neither relieve the Seller / Supplier from its obligations under the Purchase Order nor limit any liability in connection with the Deliverables, nor constitute an undertaking by Buyer to hold Seller harmless against any such claim which arises out of compliance with the specifications.
- 17) Termination. At any time, Buyer, at its option, may terminate the Purchase Order for convenience in whole or in part by written notice. A stop work order or any other form of written notice requiring Seller to immediately cease performance under the Purchase Order shall obligate Seller to immediately stop work and take any actions necessary to mitigate the impact such of notice. If Buyer does not give Seller written notice to resume work within 30 days after its initial stop work order, the Purchase Order shall then be deemed terminated for Buyer's convenience as of the 31<sup>st</sup> day after the initial stop work order. Any claim of Seller shall not exceed reasonable demonstrated costs it has incurred in performance of the Purchase Order prior to notice of termination and shall in no event exceed the total amount of the Purchase Order. Buyer shall remit to Seller any payment due to Seller for documentable and reasonable costs incurred before receipt of Buyer's notice of termination in performance of the Purchase Order.
- 18) Compliance with Law and Export Regulations. Each party shall comply with all applicable law, including without limitation, government export control, privacy and data protection laws, and anti-bribery laws. Deliverables and services provided under this Agreement may be subject to England and Wales and other government export control regulations. Supplier assures that it will comply with all applicable export laws and regulations related to the use, disclosure, export or re-export of these Deliverables and services.



19) Confidentiality. If there is a signed NDA between Parties already in place, its Terms will be valid for the duration of an Agreement, furthermore The Parties undertake to not at any time disclose to any person(s) or entities any confidential information concerning the business, affairs, Goods, customers, clients or Suppliers of the other Party, except as permitted by Condition below:

The Parties may disclose the other Parties confidential information:

- a. to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the Parties obligations under the Agreement. In such instances the Party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the confidential information comply with this Condition; and
- b. as may be required by law, a court of competent jurisdiction or any governmental or
- c. Parties shall not use the other Parties confidential information for any purpose other than to perform their obligations under this Agreement;

Neither Party shall without the written consent of the other (the giving of which consent shall be at the sole discretion of that Party) advertise, publicly announce or provide to any other person information relating to the existence or details of the Agreement or use the other party's name in any format for any promotion, publicity, marketing or advertising purpose

20) Personal Injury and Property Damage Indemnification. Seller agrees at its expense to indemnify, defend, and hold harmless Buyer, its directors, officers, employees, affiliates, subsidiaries, agents, customers and end users from any and all loss, claims and liability, including, without limitation, reasonable legal fees and costs, for death, injury or disability of any person or damage to or destruction of property (including, without limitation, the loss of use of any property or the presence of hazardous substances at any property) caused by or resulting from the acts or omissions of Seller, its agents, suppliers or employees in connection with the performance of this Purchase Order. During the performance of this Purchase Order, Seller shall maintain in full force and effect on an "occurrence" basis and not "claims-made" basis the types and minimum limits of insurance specified below for all operations necessary and incidental to the performance of this Purchase Order, including without limitation, coverage of all automobile exposure, all property liability exposures and all contractual liability exposure.

- a. Employer's Liability - as required by code, ordinance or government regulation of the state, nation territory or province where services are to be performed.
- b. Public Liability written on a broad form basis, including but not limited to coverage for bodily injury, property damage, contractual liability, products and completed operations, subcontractors, personal injury and advertising injury with a combined single limit of not less than £5 million per occurrence for bodily injury and property damage.

The above insurance shall be placed with reputable insurance companies licensed to do business in the country(ies), state(s) or province(s) where the services are being performed. Certificates of Insurance required by this Section shall contain a provision that coverages afforded under the policies will not be cancelled, allowed to expire or the limits materially reduced without at least thirty (30) days' prior written notice. Such policies shall name Buyer, its directors, officers, employees and agents as additional insured and provide that coverage may not be materially changed, cancelled or non-renewed without thirty (30) days prior written notice to Buyer. The insurance requirements set forth in this Purchase Order are not intended and shall not be construed to modify, limit or reduce the indemnification made in this Purchase Order by Seller to Buyer or to limit Seller's liability under this Purchase Order to the limits of the policies required to be maintained by Seller under this Purchase Order or in any other manner. Seller shall furnish Buyer with certificates of insurance for the coverages required under this Purchase Order promptly upon Buyer's written request. Such insurance shall be primary to, not contributing with, and not in excess of, coverage which Buyer may carry. The insurance afforded by these policies applies separately to each insured against whom claim is made or suit is brought, in the same manner as such insured would be covered if the policy insured only such party.

If the Purchase Order requires that the Supplier sends its employees to ISL's premises for any purpose in connection with the Purchase Order then, notwithstanding any degree of technical supervision exercised by ISL or any instructions issued, such employees will remain employees of the Supplier alone. Accordingly, it is an express condition that the



Supplier effects and maintains in force for the benefit of all parties, full employers liability insurance in respect of such employees.

- 21) Relationship of Parties. The Seller and Buyer are independent contractors. Nothing in the Purchase Order shall be deemed to create a partnership, joint venture, franchise, employment, or agency relationship between the parties. Neither party shall have the power or authority to bind or obligate the other party.
- 22) Waiver. Any failure or delay by either party in exercising any right or remedy will not constitute a waiver.
- 23) Notices. Any notice to be given by either party to the other may be served by email, personal service or by post to the address of the other party given in the Purchase Order or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post;
- 24) Third Party Rights. Nothing in this Agreement is intended to, nor shall it confer any rights on a third party. This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the Parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party;
- 25) Severability. If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated;
- 26) Force Majeure. Neither party shall be liable to the other for any delay or failure in performing its obligations under this Order to the extent such delay or failure is caused by an event or circumstance that is beyond that party's reasonable control, without such party's fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable (a "Force Majeure Event"). Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, invasion, hostilities, terrorist acts, riots, strikes, embargoes, or industrial disturbances. Seller's economic hardship, labour difficulties or changes in market conditions are not considered Force Majeure Events. Seller shall use all diligent efforts to immediately notify Buyer in writing of any actual or potential Force Majeure Event, end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under this Order. If a Force Majeure Event prevents Seller from carrying out its obligations under this Order for a continuous period of more than ten business days, Buyer may terminate this Order immediately by written notice
- 27) Entire Agreement. Unless another agreement expressly references and incorporates the Purchase Order into such agreement (or otherwise makes the Purchase Order supplementary to such agreement) and such agreement provides for an order of precedence, the Purchase Order, together with any data referenced in Section 8. Data of the Purchase Order, constitutes the entire agreement and exclusive statement of the terms between the parties with respect to the purchase and sale of the Deliverables under the Purchase Order and terminates and supersedes all previous negotiations, communications, representations, or agreements between the parties. No alteration, modification or amendment of any of the provisions in the Purchase Order shall be binding unless in writing and signed by Buyer's authorised procurement representative(s). If any provision of this Purchase Order is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, all other provisions shall remain in full force and effect.