

**1 DEFINITIONS AND INTERPRETATION**

1.1 The following terms have the following meanings:

**Affiliate:** means any persons that Control; are Controlled by, or are under common Control with the referenced Party from time to time.

**Background IPR:** means: (i) any IPR controlled or owned by a Party prior to the date of this Purchase Order; or (ii) IPR generated by such Party independently of all activities under or connected to this Purchase Order and controlled or owned by that Party.

**Business Hours:** means 09:00 to 17:30 on any Monday-Friday on which the Bank of England is open and operating in London.

**Change:** means an amendment to this Purchase Order that has been duly executed by both Parties and executed under and in accordance with the terms of the Purchase Order (including without limitation, any mechanical, software or other change in design, manufacturing process, supply chain, specifications, materials or product standards (including part substitutions or internal relocation of parts) which affects or potentially affects performance, reliability, function, safety, appearance, quality, dimensions, tolerances or any other Specifications of Deliverables.

**Charges:** means the charges as set out in this Purchase Order for the Deliverables and Services.

**Claims:** means claims or proceedings made, brought or threatened by any person as regards any matter under or in connection with this Purchase Order including, without limitation, any claims for breach of IPR.

**Confidential Information:** means all information and data in this Purchase Order and any information that relates to a Party (or any of its Affiliates) disclosed to the other Party in connection with the Purchase Order, but excluding information received by the other Party that: (i) is publicly available (other than through a breach of Clause 10 (*Confidentiality*) below); (ii) was received from a third party who did not acquire it in confidence; or (iii) is developed without any breach of the Purchase Order.

**Control:** has the meaning set out in Section 1124 of the UK Income and Corporation Taxes Act 2010 and **Controlled** shall have equivalent meaning.

**Customer:** means the entity named as the Customer on the front signature page of this Purchase Order.

**Deliverables:** means the Goods, Work Product and/or Services to be delivered by QROMETRIC each as specified as such in this Purchase Order.

**Delivery:** means (as applicable) the delivery of the Goods and /or the provision of Services in accordance with Clause 4 (*Delivery of Goods/ Supply of Services*).

**Foreground IPR:** means any IPR that is generated or first reduced to practice or writing by either Party directly in the course of providing the Deliverables under the Purchase Order.

**Goods:** means the goods to be provided by QROMETRIC to the Customer as specified on the front pages of this Purchase Order.

**IPR:** means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for

passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Liability:** means liability arising out of or in connection with this Purchase Order, whether in contract; tort; misrepresentation; restitution; under statute or otherwise including any liability under an indemnity contained in this Purchase Order and/or arising from a breach of, failure to perform, or delay in performing any of a Party's obligations under this Purchase Order howsoever caused including if by negligence.

**Party:** means (as applicable) either QROMETRIC or the Supplier and **Parties** means both of them.

**Purchase Order:** means collectively these Standard Conditions for Sale of Goods and/or Services; the Purchase Order front pages (including the signature page); any annexes that are specifically attached to or incorporated into this Purchase Order and all Changes.

**QROMETRIC:** means Qrometric Limited.

**Services:** means the services to be delivered by QROMETRIC to the Customer as specified on the front pages of this Purchase Order.

**Specification:** means the specifications and requirements for the Deliverables as specified on the front pages of this Purchase Order.

**Work Product:** means any reports, documents, work product or other materials created by QROMETRIC for the Customer, or on QROMETRIC's behalf, arising directly from the Services.

1.2 Headings are for ease of reference and do not affect the interpretation of this Purchase Order.

1.3 References to a **person** include any individual, body corporate, partnership, government authority, agency or department, state or any other entity (in each case whether or not having separate legal personality).

1.4 Any phrases following the words **include, in particular** or any similar expressions shall be construed without limitation and accordingly shall not limit the meaning of the words preceding them.

1.5 An obligation on a Party to procure or make sure the performance or standing of another person shall be construed as a primary obligation of that Party.

1.6 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

**2 NATURE OF THE CONTRACT AND EXCLUSION OF CUSTOMER TERMS**

2.1 This Purchase Order is the only basis on which the Customer shall purchase Deliverables from QROMETRIC. The Customer hereby waives and shall continue to waive any terms and conditions that the Customer may otherwise

**Standard Conditions for Sale of Goods and/or Services**

seek to apply or which may otherwise be implied, including any which are endorsed on, delivered with or contained in a Customer quotation, order acknowledgement, on the Customer website or other materials or media or on any customer document (collectively **Customer T&Cs**).

**3 QUALITY CONTROL & TESTING**

- 3.1 The quantity, description and Specification of Deliverables is as set out in this Purchase Order.
- 3.2 QROMETRIC shall maintain a quality control; system test and inspection systems as is reasonably applied by comparable manufacturers of comparable deliverable.
- 3.3 QROMETRIC shall maintain quality control and manufacturing records for at least one (1) year (or such other period of time as set out in the Purchase Order) from the date of Delivery of Goods.
- 3.4 QROMETRIC shall permit the Customer (or a third party on the Customer's behalf) to inspect or receive copies of all such relevant quality control and testing records on reasonable notice during Business Hours.

**4 DELIVERY OF GOODS / SUPPLY OF SERVICES**

- 4.1 Unless otherwise specified in this Purchase Order, QROMETRIC shall provide the Goods to the Customer's address specified on the front pages of this Purchase Order (**Delivery Address**) during Business Hours on or around the date specified in this Purchase Order for delivery (**Delivery Date**).
- 4.2 The Customer shall be responsible and liable for off-loading the Goods from the Delivery vehicle. Delivery of the Goods shall occur when they have been off-loaded at the Delivery Address.
- 4.3 Risk in the Goods passes to the Customer on Delivery. Ownership of the Goods passes to the Customer on payment of all of the applicable Charges.
- 4.4 QROMETRIC shall perform the Services to meet the applicable Specifications and in accordance with the applicable timetable as set out in this Purchase Order (**Services Timetable**).
- 4.5 The Customer shall accept the Services when the Services in all material ways comply with the Specification for such Services.

**5 QROMETRIC SPECIFIC OBLIGATIONS**

- 5.1 QROMETRIC shall ensure that the Goods shall:
  - 5.1.1 conform to the Specification for such Goods;
  - 5.1.2 be free from material defects in design, materials and workmanship; and
  - 5.1.3 be sold or licensed to the Customer with full and unencumbered title (if sold) and not infringe the IPR of any third party.
- 5.2 QROMETRIC shall:
  - 5.2.1 perform Services with the levels of care, skill and diligence that would be applied by any reasonable and professional UK-based supplier of similar goods and/or services;

- 5.2.2 use personnel (and sufficient number of personnel) who are suitably skilled and experienced to perform the Services;
- 5.2.3 ensure that the Services conform with the Customer's reasonable written additional instructions (subject to Change in Charges if QROMETRIC incurs additional costs), comply with the Specification for the Services and do not infringe the IPR of any third party;
- 5.2.4 provide all equipment, tools and vehicles and other items required for QROMETRIC to provide the Services;
- 5.2.5 obtain, and at all times maintain, all licences and consents required for QROMETRIC to provide the Services; and
- 5.2.6 comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Deliverables in England.

- 5.3 QROMETRIC personnel operating at Customer premises shall observe all reasonable health and safety rules and regulations and any other reasonable security requirements that apply at those Customer premises and are notified to QROMETRIC by the Customer in writing.
- 5.4 QROMETRIC shall ensure that QROMETRIC personnel are reasonably adequately insured while working on the Customer premises.

**6 OWNERSHIP AND ASSIGNMENT OF IPR**

- 6.1 QROMETRIC shall own and shall retain present and future IPR in QROMETRIC Background IPR.
- 6.2 The Customer shall own and shall retain present and future IPR:
  - 6.2.1 in the Customer Background IPR; and
  - 6.2.2 as between QROMETRIC and the Customer, in the Goods.
- 6.3 Accordingly, QROMETRIC shall assign to the Customer any IPR in the Goods that may have been or is attributed to QROMETRIC.
- 6.4 QROMETRIC shall at the Customer's cost, do anything that the Customer reasonably requests from time to time in order to secure the Customer's full right, title and interest in the IPR in the Goods.

**7 CHARGES AND PAYMENT**

- 7.1 The Customer shall pay the Charges to QROMETRIC in accordance with this Clause 7 (*Charges and Payment*).
- 7.2 The Charges are inclusive of all costs and expenses incurred by QROMETRIC including all packaging, insurance, carriage, duties and delivery costs.
- 7.3 All charges payable under this Purchase Order are exclusive of Value Added Tax (and any other similar or equivalent taxes), which shall be payable by the Customer in addition to the Charges in the manner and at the rate prescribed by law from time to time but inclusive of all other taxes, fees and levies imposed from time to time by any government or other authority.

**Standard Conditions for Sale of Goods and/or Services**

- 7.4 QROMETRIC shall invoice the Customer for the Charges for the Goods following Delivery and for Services following completion of Delivery of the Services.
- 7.5 Other than as set out in Clauses 7.6 and 7.7, each invoice shall be payable by the Customer within thirty (30) days following the date on which the invoice is received by the Customer. QROMETRIC shall send invoices to the Customer address specified on the front pages of this Purchase Order.
- 7.6 The Customer may withhold payment of any disputed sum until the dispute is settled subject to giving QROMETRIC written notice of such disputed Charges within seven (7) days of receipt of the applicable invoice.
- 7.7 If any undisputed sum payable under the Purchase Order is not paid when properly due, QROMETRIC may charge the Customer interest daily on that sum at 3% per year above the base lending rate from time to time of Bank of England from the due date until the date of payment (whether before or after judgment).

**8 TERMINATION**

**8.1 Termination for Default:**

Either Party may terminate this Purchase Order (in whole or in part) if the other Party commits a material breach of this Purchase Order and fails to remedy such breach within thirty (30) days after receiving written notice of such breach. Without limiting the general interpretation of material breach, any breach of Clause 6 (*Ownership and Assignment of IPR*); Clause 10 (*Confidentiality*); Clause 11 (*Ethical Conduct*) and/ or Clause 14.10 shall be deemed to be a material breach.

**8.2 Termination for Insolvency:**

Either Party (**Terminating Party**) may terminate this Purchase Order by giving the other Party (**Defaulting Party**) written notice if the Defaulting Party has a receiver, administrator or liquidator (provisional or otherwise) appointed; is subject to a notice of intention to appoint an administrator or any other resolution on insolvency; passes a resolution for the Defaulting Party's winding-up; has a winding-up order made by a court against the Defaulting Party; enters into any composition or arrangement with creditors; ceases to carry on business; is the subject of anything similar or equivalent to that set out in this Clause 8.2 under any applicable laws; or the Defaulting Party is subject to any change of Control and the Defaulting Party shall notify the Terminating Party immediately upon the occurrence of any such event or circumstance.

**8.3 Consequences of Termination:**

Following expiry or termination of this Purchase Order:

- 8.3.1 any provisions which expressly or impliedly continue to have effect after expiry or termination of the Purchase Order shall continue in force;
- 8.3.2 all other rights and obligations shall immediately cease but shall not affect either Party's respective rights, obligations, Claims and liabilities which may exist prior to the date of expiry or termination;
- 8.3.3 each Party shall immediately cease using the other Party's Confidential Information and shall as soon as reasonably possible, if requested to do so, return

- to the other Party all of the other Party's Confidential Information (including all copies and extracts) in its possession or control or confirm its secure destruction; and
- 8.3.4 each Party may keep any of the other Party's Confidential Information which it has to keep to comply with any applicable law and Clause 8.3.3 shall not apply to such Confidential Information. Clause 10 (*Confidentiality*) shall continue to apply to any retained Confidential Information of the other Party.

**9 LIABILITY AND INSURANCE**

- 9.1 Nothing in this Purchase Order shall operate to exclude or restrict either Party's Liability:
  - 9.1.1 for death or personal injury resulting from its negligence;
  - 9.1.2 for its fraud or fraudulent misrepresentation;
  - 9.1.3 for breach of obligations arising under section 12 Sale of Goods Act 1979 or section breach of the term implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
  - 9.1.4 for any matter for which it is not permitted by law to exclude or limit its Liability.
- 9.2 Subject to Clause 9.1, neither Party (**Liable Party**) shall have any Liability to the other Party (**Claiming Party**) for any:
  - 9.2.1 loss of profit, goodwill or revenue; or
  - 9.2.2 any indirect, consequential or special loss.
- 9.3 Subject to Clauses 9.1 and 9.2, each Party's aggregate liability in respect of any and all events under law or equity shall be limited to an amount not to exceed 125% of the Charges paid by the Customer to QROMETRIC under this Purchase Order in the three (3) months prior to the claim.
- 9.4 The exclusions from and limitations of Liability contained in this Purchase Order shall apply after as well as before the date of expiry or termination of the Purchase Order.
- 9.5 Each Party shall have satisfactory insurance cover with a reputable insurer to cover such Party's obligations and potential Liability under this Purchase Order, including Public Liability insurance cover and shall provide evidence of such insurance coverage to the other Party if required to do so.

**10 CONFIDENTIALITY**

- 10.1 Except as set out in Clause 10.2, each Party (**Receiving Party**) shall:
  - 10.1.1 use the Confidential Information of the other Party (**Disclosing Party**) solely to perform the Receiving Party's obligations and to exercise the Receiving Party's rights under the Purchase Order;
  - 10.1.2 keep the Disclosing Party's Confidential Information secret, safe and secure; and
  - 10.1.3 not disclose the Disclosing Party's Confidential Information to any other person.
- 10.2 The Receiving Party may disclose the Disclosing Party's Confidential Information:
  - 10.2.1 to the extent required by law, any court of competent jurisdiction or the rules of any

## Standard Conditions for Sale of Goods and/or Services

government, public or regulatory body or any stock exchange (subject to giving the Disclosing Party written notice as soon as possible of such requirement and as permitted by law and regulation); and

10.2.2 to its officers, directors, employees and professional advisers and Affiliates, agents and sub-contractors, who need the Confidential Information in order for that Party to perform its obligations and exercise its rights under the Purchase Order.

10.3 A Party disclosing the other Party's Confidential Information under Clause 10.2.2 shall make sure that each person to whom it discloses that Confidential Information is bound by obligations of confidentiality no less onerous than those set out in this Clause 10 (*Confidentiality*).

10.4 Each Party acknowledges and agrees that damages alone may not be an adequate remedy for breach of Clause 10 (*Confidentiality*). Accordingly, the Disclosing Party shall be entitled, without having to prove special damages, to injunctive relief, equitable relief and/or specific performance for any breach or threatened breach of Clause 10 (*Confidentiality*).

### 11 ETHICAL CONDUCT

11.1 Each Party shall conduct its business ethically and lawfully in accordance with the highest standards adhered to by similar entities operating in UK.

11.2 Each Party hereby acknowledges that it is aware of, and agrees to comply with, all applicable anti-bribery and anti-corruption laws, including but not limited to the UK Bribery Act and the Foreign Corrupt Practices Act (**FCPA**) (and related regulation and guidance).

11.3 QROMETRIC represents and warrants that QROMETRIC and its subcontractors and suppliers do not use or permit unacceptable labour practices, such as child or forced labour, or unsafe working conditions and comply with all applicable labour and employment laws, regulations, standards and conventions, including the Modern Slavery Act (2015), the UN's Guiding Principles on Business & Human Rights and the International Labor Organization's Conventions.

### 12 NOTICES

12.1 Notices and other communications provided for the purposes of this Purchase Order shall be in writing, in English and delivered by courier or by hand to the relevant Party's address as specified on the front pages of this Purchase Order (or such other address which is notified to the other Party in writing from time to time).

### 13 EXPORT / IMPORT / ECONOMIC SANCTIONS CONTROLS

13.1 Each Party shall comply with all applicable export controls and import and economic sanctions laws and regulations in the provision and use (respectively) of the Deliverables.

### 14 GENERAL

14.1 This Purchase Order constitutes the entire agreement between the Parties and supersedes any prior agreement or arrangement in respect of its subject matter.

14.2 Neither Party has entered into this Purchase Order in reliance upon, and shall have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other Party or any other person) which is not expressly set out in this Purchase Order.

14.3 Nothing in Clauses 14.1 or 14.2 shall limit or exclude the Liability of either Party for fraud or fraudulent misrepresentation.

14.4 A Party's delay in exercising, partial exercising or failure to exercise a right or remedy under this Purchase Order shall not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy. A waiver of any right, remedy, breach or default shall only be valid if it is in writing and signed by the Party giving it.

14.5 If any provision of this Purchase Order is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such provision shall be deemed to be severed from this Purchase Order and this shall not affect the remainder of this Purchase Order which shall continue in full force and effect.

14.6 Except to the extent otherwise specified in this Purchase Order, variations to this Purchase Order must be agreed in writing and duly executed by both Parties.

14.7 No partnership, agency or joint venture between the Parties shall be created by this Purchase Order.

14.8 Each Party is an independent contractor and is entering into this Purchase Order as principal and not as agent for or for the benefit of any other person.

14.9 Save as provided in Clause 14.8, the Parties do not intend that any provision of this Purchase Order shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person.

14.10 Neither Party shall assign, transfer, charge, hold on trust for any person or deal in any other manner with any of such Party's rights under the Purchase Order.

14.11 Neither Party shall be liable to the other Party for failure to perform its obligations under this Purchase Order if such failure results from circumstances beyond its reasonable control.

### 15 GOVERNING LAW AND JURISDICTION

15.1 This Purchase Order and any non-contractual obligations arising in connection with it are governed by the laws of England. The courts of England have exclusive jurisdiction to determine any dispute arising under or in connection with this Purchase Order.