

Purchase Terms and conditions.

1. Definitions

Claim means a Product Liability Claim or an IPR Claim.

Contract means the contract for the sale of goods formed when the Supplier accepts an Order comprised of these terms, the Order, and any Framework Agreement in force between the parties.

Force Majeure means war, invasions, civil unrest, lightning, earthquake, extraordinary storms, fire, flooding and/or nuclear, chemical or biological contamination.

Goods means the Goods listed in the Order together with all relevant certificates, instructions and safety datasheets.

Company means a member for the time being of the Polymer Optics Ltd (POL).

Framework Agreement means any framework agreement signed by both parties.

IPR Claim means a claim arising out of any infringement or alleged infringement by any Company of any patent, design right, trademark or other intellectual property right in respect of any of the Goods.

Order means the POL purchase order or purchase order amendment.

Product Liability Claim means a claim that the Goods are not safe when put to any reasonably foreseeable use.

Schedule means a schedule incorporated into any agreement made between the parties before the date of the relevant Order.

2. Prices

The Supplier will sell the Goods to POL at the prices set out in the Order or any Schedule, or as agreed between the parties in writing from time to time. Unless otherwise agreed by both parties in writing, all prices include packaging, freight and insurance costs, delivery charges and customs dues, but exclude VAT or any other sales tax.

3. Payment

POL will pay the Supplier within thirty (30) days from the end of the month of the date of the Supplier's invoice or as agreed by the parties in writing. Payment by POL does not amount to acceptance of the Goods as in accordance with the Order.

4. Delivery, risk & title

4.1 The Supplier will deliver the Goods at the place and on the delivery, date specified in the Order unless otherwise agreed by POL. The Goods must be delivered properly packaged and secured and in accordance with any applicable laws and agreed delivery and packaging specifications.

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4.2 Delivery is at the Supplier's risk and expense. If the Goods are lost or damaged in the course of delivery, POL may notify the Supplier, and if it does so the Supplier must at its own expense promptly replace or repair the lost or damaged Goods.

4.3 Title to the Goods passes to POL on payment of their purchase price or their delivery to POL, whichever occurs first.

5. Description of the Goods

5.1 The Goods must be in accordance with the Order and any agreed product specification in terms of their quality, quantity, and description. Unless otherwise agreed in any Schedule, the Goods must comply with the documentation provided, conform to any applicable national or international standard, and carry all relevant certificates of inspection and testing, and all relevant instructions and safety data sheets.

5.2 In addition to its other legal remedies, POL is entitled to reject any delivery that is not in accordance with clause 5.1 above.