

GENERAL TERMS OF SUPPLY

1 DEFINITIONS:

- 1.1 **Customer** means the organisation placing and Order with POL.
- 1.2 **Delivery Date** means the actual delivery date for the Products.
- 1.3 **POL** means Polymer Optics Limited of The hall, Priory Hill, Wolston, Coventry, CV8 3FZ, England.
- 1.4 **Order** means a duly authorised order from the Customer for the Products accepted by POL under these Terms.
- 1.5 **Products** means designs, prototypes, tooling, samples, consultancy services, project management services and/or components to be supplied under the Order.
- 1.6 **Consignee** means any third party elected by the Customer to accept delivery of Products supplied under the Order.

2 PRICES:

- 2.1 All prices that appear on POL's quotations, price lists, confirmations of order, invoices, or other documents issued by POL are ex-works prices unless otherwise agreed in writing.
- 2.2 Such prices do not include any applicable import duties, sales, use, processing, value added, or similar taxes, duties, or central or local government charges payable in the United Kingdom or other country relevant to the Products unless otherwise stated by POL in writing. If POL's costs of performance of any contract are increased due to additional taxes or other government charges POL reserves the right to adjust the price to reflect such increase. All prices in any acknowledgement of order are based on the current cost at the date of such acknowledgement of order to POL for goods, materials, labour, services, fuel and transport and if between the date of any acknowledgement of order and the date of despatch any increases in such costs shall occur POL reserve the right to adjust the price to reflect the nett effect of such increases.

3 ACCEPTANCE:

- 3.1 POL shall not be bound by any order placed by the Customer, whether or not such order purports to be acceptance of any quotation or offer made by POL, until it is accepted by POL in writing. Evidence of such acceptance shall be given only by POL's written acknowledgement of order or invoice.
- 3.2 The Order is accepted on these Terms, to the exclusion of all others, unless otherwise agreed specifically in writing.
- 3.2 If the Customer does not agree to these Terms in full, POL must be notified within seven (7) days from receipt of POL's acknowledgement of order or invoice, failing which POL will proceed to manufacture and/or deliver the Products referred to in the Order and will hold the Customer responsible for payment of the price for such Products and for the performance of these Terms.

4 DELIVERY:

- 4.1 The time given for Delivery Date commences from POL's receipt of all necessary information including specifications, drawings, prototypes, etc. POL will take all reasonable steps to deliver on any stated agreed date.
- 4.2 Delivery of Products will be made in accordance with the Customer's instructions provided these have been agreed in writing by POL prior to the Delivery Date.

5 ORDER QUANTITY:

- 5.1 POL reserve the right to deliver up to five (5) percent more or less than the quantity ordered on Products manufactured or produced to the Customer's specific requirements.
- 5.2 POL will not accept claims for shortages in delivered quantity or incorrect shipments after forty-five (45) days from the date of delivery.

6 DAMAGE IN TRANSIT:

- 6.1 Claims for damage to or breakage of Products in transit should be made directly to the transport company or carrier in the first instance.
- 6.2 POL do not accept any responsibility for Products damaged in transit unless such damage is reported in writing by a separate notice to the transport company or carrier and to POL within three (3) days from the point of delivery to the Customer or Consignee and the delivery has been signed for by the Customer or Consignee indicating that the Products were not inspected at the time of accepting the delivery.

7 ALTERATIONS TO SPECIFICATION:

- 7.1 POL reserve the right to modify any prices or Delivery Dates if the Customer at any time alters the specification or design of the Products to be supplied by POL.

8 PAYMENT:

- 8.1 The Customer agrees to pay POL the prices for the Products shown on the Order within thirty (30) days of the Delivery Date or of receiving POL's invoice (whichever is the earlier). POL's invoice will be issued on or after the Delivery Date, unless the Customer is responsible for any delay, in which case POL reserves the right to invoice the Customer on or after the agreed date for delivery and to charge the Customer for storage.
- 8.2 Should payment from the Customer be overdue POL reserves the right to suspend any further deliveries to the Customer, to charge the Customer interest on any overdue amount at the rate of 4% over the Barclays Bank Base Rate in force from time to time, and to repossess Products that have not been paid for.

9 TITLE AND RISK:

- 9.1 POL retains the title to all Products until they have been paid for in full. The Customer will bear the risk of losses or damage to the Products from the point of delivery. The Customer is advised to insure the Products from such point.
- 9.2 In the event of the Customer failing to pay POL the prices for Products delivered and/or upon termination of any Order for any reason POL reserve the right to take possession and remove from the Customer or the Consignee any Products which have not been paid for in full and for which POL retains the title. Such rights shall only be exercised upon giving at least ten (10) days prior notice in writing to the Customer. Taking of such possession shall be without prejudice to any other remedies which POL may have.

10 WARRANTY:

- 10.1 If Products are found to be defective within ninety (90) days of delivery, owing to faulty design, materials or workmanship, POL will (at its sole discretion) either repair or replace such defective Products free of charge, or refund the price paid for the faulty Products, provided POL are notified in writing within fourteen (14) days of discovering such defects, the Products or adequate samples thereof are provided to POL's premises at the Customer's expense and risk accompanied by POL's original packing note, applicable reference numbers are within one (1) month of the date of the notification of such defects and the defects are not caused by the Customer in any way from accident, misuse, modification, repair, incorrect storage or mishandling.
- 10.2 In the case of defects which are apparent from a visual inspection a period of fifteen (15) days shall apply in place of the period of ninety (90) days referred to in 10.1.
- 10.3 For Products which are not manufactured or produced by POL but which POL agrees to procure for the Customer under the Order, the Customer will only be entitled to the guarantee or warranty offered by the manufacturer or producer of such Products insofar as POL is able to enforce the same against such manufacturer or producer.

10.4 These warranties state the full extent of POL's obligations regarding the quality, fitness or descriptions of the Products. All other representations, warranties, conditions, terms and statements relating to such attributes, express or implied, statutory or otherwise are hereby excluded save to the extent that their exclusion is not permitted by law.

11 TERMINATION:

- 11.1 POL reserves the right to terminate any Order and all rights granted under it summarily by written notice if the Customer commits any material breach of these Terms, or if the Customer has suffered an event of insolvency, liquidation or bankruptcy or any event analogous thereto, or if any circumstances have arisen which provide reasonable grounds for POL to believe that such event is about to occur or that for any other reason the Customer is likely to default on payments.
- 11.2 In any such event as in 11.1 all payments owing to POL shall become payable immediately and POL reserves the right to resell any Products previously agreed to be delivered, or store such Products at the Customer's cost and risk, or to postpone the delivery of such Products or stop such Products in transit.
- 11.3 In any such event as in 11.1 and 11.2 the Customer shall reimburse POL for any loss or additional costs incurred.

12 INTELLECTUAL PROPERTY RIGHTS:

- 12.1 All rights residing in designs, design collaboration, copyright, Products or design commission produced by POL shall remain with POL.
- 12.2 When Products are manufactured or produced or adapted by POL in accordance with the Customers specification or other instructions the Customer shall indemnify POL against all actions, costs, claims, demands, losses and expenses incurred by POL in respect of any infringement or alleged infringement by, or in respect of, such Products of any patents, registered designs, trade marks or other rights belonging to third parties.

13 EXPORT AND RESALE:

- 13.1 If the Customer wishes to export or resell any Products supplied under these Terms it is the Customer's responsibility to obtain all such consents and licenses as may from time to time be required under the laws of any country affecting or regulating such export or resale.

14 FORCE MAJEURE:

- 14.1 Neither party will be liable for failure or delay in delivery or performance of any obligations under the Order due to any cause beyond its reasonable control including but not limited to act of God, fire, flood, war, civil disturbances, riot, act of Government, currency restriction, industrial disputes, unavailability of materials or failure of supplier, carrier or sub-contractor to deliver or perform.

15 POL'S LIABILITY:

- 15.1 POL accepts no liability whatsoever (except to the extent that POL's liability may not be excluded by law) for:
- (a) any loss or injury, destruction or damage suffered by the Customer howsoever arising in connection with Products supplied by POL;
 - (b) any loss or claim caused by any act or omission of the Customer in contravention of export control regulations or laws;
 - (c) any breach of the intellectual property rights of any third party due to the use of Products with products not supplied by POL or due to the modification of the Products without POL's consent;
 - (d) any loss of use, data, revenue, profits, or contracts or for any kind of consequential or indirect loss or damage.

16 APPLICABLE LAW:

- 16.1 The Order will be governed and construed in all respects in accordance with English Law.