

## CONDITIONS OF SALE

The customer's attention is drawn in particular to the provisions of clause 9.

### 1. INTERPRETATION

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

**Conditions:** means the conditions set out in this document as amended from time to time in accordance with clause 12.4.

**Contract:** means the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

**Customer:** means the person, company, firm or party who purchases the Goods from the Supplier.

**Force Majeure Event:** means an event or circumstance beyond a party's reasonable control.

**Goods:** means goods (or any part of them) set out in the Quotation.

**INCOTERMS:** means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made.

**Quotation:** means the Supplier's quotation for the Goods issued to the Customer including the Goods and their description, the quote number, the pricing for the Goods, the period of validity of quote and the applicable terms of delivery.

**Order:** means the Customer's order for the Goods subject to the terms of the Quotation and which shall refer, in particular, to the Supplier's quote number set out in the Quotation.

**Specification:** means any and all specifications for the Goods including the data sheet provided by the Supplier, any related documentation, materials, plans and drawings, for users in respect of the Goods, for the purposes of the installation, integration and/or ongoing usage and/or support of the Goods, and excluding any source code, schematics or other similar documentation.

**Supplier:** PURELIFI LTD (registered in Scotland with company number SC394047) having its registered office at Second Floor, Rosebery House, 9 Haymarket Terrace, Edinburgh, EH12 5EZ.

1.1 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.

1.2 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.

1.3 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 and conditions that the Customer refers to or 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. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate and sufficient for its purpose.

2.3 Orders shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, signed by an authorised signatory, at which point the Contract shall come into existence.

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

2.5 Any samples, drawings, descriptive matter or advertising produced by the Supplier are produced for the sole purpose of giving an approximate idea of the Goods and shall not form part of the Contract.

2.6 Any Quotation for the Goods given by the Supplier shall not constitute an offer. Quotations shall be valid for a period of twenty (20) Business Days from its date of issue.

### 3. GOODS

3.1 The Goods are described in the Specification.

3.2 The Supplier reserves the right to amend the Specification:

- (a) at any time provided such changes do not materially change the nature, installation, performance, quality or price of the Goods; or
- (b) if required by any applicable statutory or regulatory requirements.

Such changes shall not invalidate any Order placed with the Supplier prior to the changes being implemented or render the Supplier liable to the Customer in any way.

### 4. DELIVERY

4.1 Delivery of the Goods shall be made on the delivery terms specified in the Quotation or, such other delivery terms as may be agreed in writing by the Supplier.

4.2 Delivery is completed as specified by relevant and agreed INCOTERM applicable to delivery set out in the Quotation or agreed in writing by the Supplier. The Customer shall acknowledge completion of delivery to the Supplier.

4.3 Any dates or times quoted for delivery are approximate only, and the time of delivery is not of the essence.

4.4 The Supplier shall not be liable for any delay in delivery of the Goods or for any failure to deliver the Goods.

4.5 If the Customer fails to take delivery of the Goods within three Business Days of the Supplier notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:

- (a) subject to clause 4.6, delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which

- the Supplier notified the Customer that the Goods were ready; and
- (b) the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.6 If ten (10) Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 4.7 The Supplier must be notified in writing within seven (7) days of receipt of the Goods by the Customer of any visible defects in the Goods or any incorrect shipments. The Supplier will not be liable for replacement of the Goods, where the Customer fails to notify in accordance with this clause. Any claim by the Customer for breach of warranty in respect of the Goods shall remain unaffected.
- 4.8 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 4.9 A request for order cancellation, postponement, delivery rescheduling or return of Goods must be made in writing (stating the reason for the request). At all times, whether such a request is accepted, is entirely at the sole discretion of the Supplier. If the request is accepted by the Supplier, the Supplier reserves the right to invoice the Customer for, and the Customer shall be liable to pay the Supplier, its associated costs and losses incurred as a result of such request.
- 4.10 To extent relevant to the particular Order and agreed terms of delivery, the Supplier shall accept no liability for any issue arising in connection with shipment of any Goods, and the Customer shall be responsible for pursuing any necessary claims with the relevant carrier for non-delivery, loss, damage or delay.
- 4.11 If the Supplier requires the Customer to return any packaging materials to the Supplier, that fact shall be clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.
- 5. QUALITY**
- 5.1 The Supplier warrants that on delivery, and for a period of 12 months from the date of delivery (**warranty period**), the Goods shall conform in all material respects with any Specification published and applicable at the date of delivery.
- 5.2 Subject to clause 5.3, if:
- (a) the Customer gives notice in writing to the Supplier during the warranty period within a reasonable time of discovery (which shall be no more than seven (7) days from discovery) that some or all of the Goods do not comply with the warranty set out in clause 5.1;
- (b) the Customer (if asked to do so by the Supplier, in which case, the Supplier shall allocate a return merchandise authorisation (RMA) number to the Customer) returns such Goods, together with the RMA number and a sufficiently detailed description of failure, to the Supplier's place of business at the Customer's cost; and
- (c) the Supplier is given a reasonable opportunity of examining and investigation of such Goods, and the Goods are found by the Supplier to fail to comply with the warranty set out in clause 5.1, the Supplier shall, at its option, repair or replace the defective Goods.
- 5.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 in any of the following events:
- (a) the Customer makes any further use of such Goods after giving notice in accordance with clause 5.2(a);
- (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance, handling and repair of the Goods or (if there are none) good trade practice regarding the same;
- (c) the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer;
- (d) the Customer, or an unauthorised third party, alters or repairs such Goods without the written consent of the Supplier;
- (e) the defect arises as a result of wilful damage, misuse, negligence, or abnormal storage or working conditions; or
- (f) the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 5.4 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1 and to the fullest extent permitted by law, all other warranties, conditions and other terms are hereby disclaimed and excluded.
- 5.5 The conditions implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 5.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.
- 6. TITLE AND RISK**
- 6.1 The risk in the Goods shall pass to the Customer at the point specified in the relevant INCOTERM for delivery set out in the Quotation or agreed in writing by the Supplier.
- 6.2 Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:

- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
  - (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
  - (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
  - (d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 8.1; and
  - (e) give the Supplier such information relating to the Goods as the Supplier may require from time to time.
- 6.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 8.1, then, without limiting any other right or remedy the Supplier may have:
- (a) the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
  - (b) the Supplier may at any time:
    - (i) require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product;
    - (ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- 7. PRICE AND PAYMENT**
- 7.1 The price of the Goods shall be the price set out in the Quotation.
- 7.2 The Supplier may, by giving notice to the Customer at any time before delivery of the Goods, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- (a) any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
  - (b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
  - (c) any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.
- 7.3 The price of the Goods, unless agreed otherwise in writing between the parties:
- (a) excludes amounts in respect of value added tax (VAT) or other applicable taxes, which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and
  - (b) excludes the costs and charges of packaging, insurance, shipment and transport of the Goods, which shall be invoiced to the Customer.
- 7.4 The Supplier may invoice the Customer for the Goods and any associated costs on or at any time after the completion of delivery and reserves the right to raise more than one invoice in respect of any Contract.
- 7.5 The Customer shall pay the invoice in full and in cleared funds within thirty (30) days of the date of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier. Time of payment is of the essence.
- 7.6 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 2% per annum above the base rate from time to time of Barclays Bank Plc. 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 Customer shall pay the interest together with the overdue amount.
- 7.7 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.
- 7.8 The Supplier shall be entitled to refuse delivery of any further Goods to the Customer until such time as any outstanding payments are received, without incurring any liability to the Customer.
- 8. TERMINATION**
- 8.1 Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if:
- (a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of that party being notified in writing to do so;
  - (b) the Customer 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 Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
  - (d) the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 8.2 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 8.1(a) to clause 8.1(d), or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount

due under this Contract on the due date for payment.

- 8.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than fourteen (14) days after being notified in writing to make such payment.
- 8.4 On termination of the Contract for any reason:
- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest; and
  - (b) if relevant, each party shall promptly deliver to the other party all documents and materials containing all confidential information of the other party or at the other party's request and option, destroy them and provide evidence of their destruction.
- 8.5 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.
- 8.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

#### 9. LIMITATION OF LIABILITY

- 9.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
  - (d) any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.
- 9.2 Subject to clause 9.1:
- (a) the Supplier shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:
    - (i) loss of profit or revenue;
    - (ii) loss of use or goodwill; or
    - (iii) indirect or consequential loss arising under or in connection with the Contract even if the Supplier was advised of the possibility of such loss; and
  - (b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise shall in no circumstances exceed an amount equivalent to 100% of the price paid to the Supplier by the Customer in respect of the Goods which are subject to the Contract.
- 9.3 The Goods are not intended for use in human implantation or systems or applications where malfunction could lead to personal injury, death or

catastrophic property or environmental damage. Any use of the Goods by the Customer for such purposes is at the Customer's own risk and the Customer will indemnify the Supplier from and against any and all claims, losses and expenses arising out of or in connection with such use.

#### 10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 The Customer acknowledges that all intellectual property rights which may exist from time to time in relation to the Goods throughout the world, and all other works created or commissioned by the Supplier, belong to the Supplier and the Customer shall have no right to use or access such rights other than as set out in an agreed and written licence granted by the Supplier.
- 10.2 All attempts by the Customer, or any other person, to use, copy, adapt, reproduce or transmit all or any part of the Goods or any other work created or commissioned by the Supplier without the Supplier's prior written consent are prohibited to the fullest extent permitted by law.

#### 11. FORCE MAJEURE

- 11.1 **Force majeure.** Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for three (3) months, the party not affected may terminate this Contract by giving thirty (30) days' written notice to the affected party.

#### 12. GENERAL

##### 12.1 Assignment and other dealings.

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

##### 12.2 Confidentiality.

- (a) Each party undertakes that, except as permitted by clause 12.2(b), it shall not at any time, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs and that it shall treat all such information as strictly confidential. For the purposes of this clause, **group** means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.
- (b) Each party may disclose the other party's confidential information:
  - (i) to its employees, consultants, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure

that its employees, consultants, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12.2; and

- (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

**12.3 Entire agreement.**

- (a) This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, representations, warranties and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

**12.4 Variation.** No modification or variation of this Contract shall be effective unless it is in writing and signed by the parties.

**12.5 Waiver.** 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; nor
- (b) prevent or restrict the further exercise of that or any other right or remedy.

**12.6 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.

**12.7 Notices.**

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, and issued by email addressed to, in the case of:
  - (i) Supplier:

Email: [university@purelifi.com](mailto:university@purelifi.com)

Physical address:

To: UNIVERSITIES  
pureLiFi Ltd  
2nd Floor, Rosebery House  
9 Haymarket Terrace  
Edinburgh EH12 5EZ  
United Kingdom

- (ii) Customer: such email address as is notified to the Supplier on the Order,

or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be followed up by hard copy delivered to the relevant party at its registered office (if it is a company) or its principal place of business (in any other case), personally, sent by pre-paid first class post or other next working day delivery service or commercial courier.

- (b) A notice or other communication shall be deemed to have been received one (1) Business Day after transmission of the email provided it has been followed up by hard copy in accordance with clause 12.7(a).
- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

**12.8 Compliance with laws.** The Customer shall comply with all applicable exchange controls, customs matters, control or export laws, regulations and orders, trade and financial sanctions and embargoes and shall not by any means or method export, re-export, resell, ship or divert or cause to be exported, re-exported, resold, shipped or diverted, directly or indirectly, any Goods or technology of the Supplier except as permitted by and in accordance with applicable laws and regulations. This clause will survive the expiration or termination of the Contract.

**12.9 Third party rights.** No one other than a party to this Contract and their permitted assignees shall have any right to enforce any of its terms.

**12.10 Governing law.** 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 law of England and Wales.

**12.11 Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.