

### Conditions of Purchase CVI Melles Griot

This order is subject to the special instruction on the face of the Order and (so far as they are consistent with the Special instructions) the following conditions, and in accepting the Order the Supplier agrees that these conditions apply to the exclusion of any printed standard conditions of the Supplier. Despatch or delivery of the Goods by the Supplier to the Company and/or performance of the Services by the Supplier shall be deemed conclusive evidence of the Supplier's acceptance of these Conditions.

#### 1. Definitions

"The Contract" means the contract between the Company and the Supplier consisting of the Order, and any other documents (or parts thereof) specified in the Order and any further arrangements agreed in writing. Should there be any inconsistency between the documents comprising the Contract they shall prevail in the order herein listed.

"Company" means CVI Laser Ltd, whose registered office address is at 35 Ashville Way, Whetstone, Leicester, LE8 6NU.

"Conditions" means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Company and the Supplier.

"Goods" means the goods (including any instalment of the goods or any part of them) described in the order.

"Order" means the order submitted by the Company to the Supplier for the purpose of ordering the Goods and/or Services.

"Price" means the price of the Goods and/or Services.

"Services" means the Services described in the Order.

"Supplier" means the person so described in the Order.

#### 2. Please note

That we can only accept responsibility for Orders confirmed on our printed forms, duly signed by a Director, Company Secretary, Manager or Buyer of the Company.

#### 3. Quality

All goods supplied must be of good merchantable quality, fit for their end purpose and, where appropriate, must accord with specification or sample. The Supplier must perform the Services using reasonable skill and care.

#### 4. Delivery Date

The date of delivery of the Goods or the date for performance of the Services shall be that specified in the Order unless agreed otherwise. For the avoidance of doubt, time for delivery of Goods or performance of the Services shall be of the essence. On request the Supplier will furnish programmes of manufacture and delivery and the Supplier shall give the Company notice as soon as practicable if such programmes are, or are likely to be delayed.

#### 5. Delivery

All Goods shall be delivered at the delivery point specified in the Order at the Supplier's expense.

#### 6. Advice of Dispatch

Advice of dispatch, bearing our order number must be sent to the works to which the Goods are consigned with the Goods, or previously, to enable the Goods to be checked on arrival as they may be refused if this is not done.

#### 7. Insurance

The Goods shall remain at the Supplier's risk until they are delivered and accepted at the point specified and must be properly protected and preserved during transit.

#### 8. Terms of Payment

a) The Supplier's invoice should be issued on or immediately after the delivery of the Goods or performance of the Services bearing our order number. Unless otherwise stated in this Order, payment will be made by the end of the month following receipt of the correct invoice. Value Added Tax, where applicable, shall be shown separately on all invoices as a strictly Nett Extra Charge.

b) Without prejudice to any other right or remedy, we reserve the right to set-off any amount owing at any time from the Supplier to the Company against any amount payable by the Company to the Supplier under the Contract.

#### 9. Acceptance

In the case of Goods supplied not conforming with the Contract we may reject them whether they have been paid for or not.

#### 10. Variations

We may from time to time during the execution of the Contract, in writing, direct the Supplier to add to or omit, or otherwise vary the Goods and/or Services. Where the Supplier receives a direction from the Company, which would occasion an amendment to the Price the Supplier shall with all possible speed advise the Company in writing to that effect, giving the amount of any such amendment, ascertained and determined at the same level of pricing as that on which the Contract was priced. If any such direction is likely to prevent the Supplier from fulfilling any of its obligations under the Contract it should notify the Company to enable the Company to decide whether or not the same shall be carried out, and the Company shall confirm or revoke the direction in writing and modify the said obligations to such an extent as may be justified. No action should be taken by the Supplier upon a direction which would cause and amendment of the Price or modification of the Contract obligations until the direction has been confirmed by the Company in writing, unless specifically authorised in the direction.

#### 11. Patent Rights

The Supplier warrants that the sale and use of the Goods shall not infringe any letters patent, registered design, trademark or copyright. Provided that this shall not apply to any infringement which is due to the Supplier having followed a design or instruction furnished or given by the Company. The Supplier shall protect the Company's industrial property, keeping it confidential and any plans, drawings, specifications, patterns or designs supplied by the Company remains the Company's property.

#### 12. Progress and Inspection

The Company shall have the right to inspect all Goods at the Supplier's works and the works of Sub-Contractors at all reasonable times and to reject Goods that do not comply with the terms of the Contract. The Supplier's subcontracts shall be made accordingly. Any inspection, checking, approval or acceptance of work in progress or information on the Company's shall not relieve the Supplier or his Sub-Contractors from any obligation under the Contract.

#### 13. Assignment and Sub-letting

The Contract shall not be assigned or sub-let by the Supplier without the Company's consent which will not be withheld unreasonably and copies of any subcontracts should be supplied to the Company immediately they are made.

#### 14. Free Issue Material and Goods

Goods and material supplied by the Company free of charge to the Supplier remain the Company's property and must be maintained by the Supplier in good condition, subject where appropriate to fair wear and tear. Such items shall be used only for the contract and instructions as to disposal of any surplus must be obtained from the Company. Waste of such Goods or materials arising from bad workmanship or negligence of the Supplier shall be made good at the Supplier's expense and these items are at the Supplier's risk whilst in its possession.

#### 15. Financial

If the Supplier commits and act of bankruptcy, makes an arrangement with his creditors or being a company has a receiver appointed or commences to be wound up (other than for the purpose of amalgamation or reconstruction) or if the Supplier is in serious or repeated breach of the terms of the Contract the Company may terminate the Contract forthwith, without prejudice to any other rights or remedies by notice to the Supplier, and shall have the option (to be exercised within fourteen days thereafter) to purchase from the Supplier any Goods and materials and work in progress held by the Supplier relating to the Contract for which the Company shall pay a fair price and for this purpose the Company shall have the right to enter the Supplier's premises to collect these items.

#### 16. Arbitration

The construction validity and performance of the Contract shall be governed by the Law of England and all disputes in any way relating to this Contract shall be settled by the arbitration of the London Court of Arbitration and if not so settled the parties submit to the exclusive jurisdiction of the English Courts.

#### 17. Government Contracts

Ordering to Government Contracts are subject to the "standard conditions of Government Contracts for stores purchases" form GC/Stores/1 edition April 1979 or such modifications or alternative Government conditions as shall relate to the Government Contract and the Government Conditions shall prevail over our Conditions of Order where they are inconsistent.

#### 18. Warranties and Liabilities

(a) The Supplier warrants to the Company that the goods:

- (i) will be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier in writing at the time the Order is placed.
- (ii) will be free from defects in design, material and workmanship.
- (iii) will correspond with any relevant specification of sample: and
- (iv) will comply with all statutory requirements and regulations relating to the sale of the Goods.

(b) The Supplier warrants to the Company that the Services will be performed with reasonable skill and care.

(c) Without prejudice to any other right or remedy, if any Goods and/or Services are not supplied in accordance with the Contract, then the Company shall be entitled:

- (i) to require the Supplier to repair the Goods or to supply replacement Goods and/or Services in accordance with the Contract within 7 days; or
- (ii) at the Company's sole option, and whether or not the Company has previously required the Supplier to repair the Goods or to supply any replacement Goods or Services, to treat the Contract as discharged by the Supplier's breach and require the repayment of any part of the Price which has been paid.

(d) The Supplier shall indemnify the Company in full against all liability, loss (including loss of profit), damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Company as a result of or in connection with:

- (i) breach of any warranty given by the Supplier in relation to the Goods and/or Services;
- (ii) any claim that the Goods infringe, or their importation, use or resale infringes the patent, copyright, design right, trademark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any specification supplied by the Company;
- (iii) any act or omission of the Supplier or its employees, agents or sub-contractors in supplying and delivering the Goods and/or Services.