

Daleba Electronics Ltd

Conditions of Sale

Definitions

1. In these Conditions:

(i) "The Company" means Daleba Electronics Limited

(ii) "The Buyer" means the purchaser of goods and/or services from the Company

(iii) "Goods" means the articles, equipment or goods to which this document relates

(iv) "The Services" means the services to which this document relates

General

2. Each order which is accepted by the Company shall constitute an individual legally binding contract between the Company and the Buyer.

3. A quotation of the Company does not constitute an offer by the Company to sell or supply goods or services and every acceptance of any quotation of the Company and every order by the Buyer is and shall be deemed to be an offer by the Buyer to the Company and does not and shall not bind the Company unless and until the Company gives its written acknowledgement of the order. If the Company's terms and conditions (whether special or general) are at or appear to be at variance or inconsistent with any conditions of the buyer then the Company's terms and conditions shall be deemed to prevail and be effective.

4. No variation or purported variation of a term of this or any contract shall bind the Company unless first agreed in writing and signed by a Manager or Director on behalf of the Company. After an order has been acknowledged by the Company the Buyer may not cancel the order or any part thereof without the prior written consent of the Company. The Company shall be entitled to invoice the Buyer for all and any loss occasioned by a cancellation including administrative and other expenses.

Technical Specifications

5. All descriptive and technical specifications drawings illustrations photographs catalogues particulars of weights and/or dimensions and general literature relating to the Goods and/or the Services are intended only to present a general guide and shall not be incorporated in or form part of this or any contract

unless otherwise expressly agreed in writing signed on behalf of the Company by a Manager or Director.

Price

6. The Company reserves the right to alter the contract price in respect of the Goods and/or the Services by reference to the price ruling at the date of despatch of the Goods and/or the date of performance of the Services if any variations in the costs of materials and/or labour and/or any other factor shall in the opinion of the Company make such alteration necessary or expedient. Unless otherwise expressly so stated all prices are exclusive of value added tax which shall be applied in accordance with the legislation in force at the tax point date.

Delivery

7. (a) Any dates or periods for the delivery of the Goods and/or the performance of the Services or any of them are best estimates and approximate only. Whilst the Company will where possible attempt to comply with such dates or periods any such dates or periods shall not take effect as a term of the contract or constitute an obligation binding on the Company and in any event but without prejudice to the foregoing time shall not be of the essence for such delivery and/or performance. Where the Company is unable to effect delivery and/or performance without further information or details from the Buyer and there is in the opinion of the Company a delay on the part of the Buyer in providing such information or details the Company may give notice extending any delivery period without prejudice to any other right or remedy available to it.

(b) Where the Buyer is to collect goods from the Company, the Company reserves the right to charge for storage if such goods are not collected within seven days of notifying the Buyer that such goods are available for collection. If the goods are not collected by the Buyer within 21 days of such notification the Company shall be entitled to suspend further performance of the contract and to treat the contract as being wrongfully repudiated by the Buyer and forthwith terminate the contract or treat the contract as terminated without liability for any loss whether direct or indirect suffered by the Buyer by reason of such termination but without prejudice to any other right or remedy available to it.

(c) If the Company is prevented from delivering goods and/or performing services at the time provided for delivery and/or performance by reason of any cause outside its reasonable control (including but not so as to limit the generality of the foregoing

fire, explosion, plant breakdown, interference by labour strikes or lock-outs or nonavailability or transport or materials) the period for delivery and/or performance shall be deemed extended accordingly and the buyer shall have no right to terminate the contract by reason of such delay. If the delivery and/or performance date has been exceeded by 12 weeks then the Buyer may give notice to the Company to terminate the unfulfilled part of the contract but the Company shall have no liability to the Buyer for any loss or damage arising therefrom or consequential thereon.

(d) If so requested by the Buyer in writing, the Company may defer delivery and/or performance to a date agreed by the Company and the Buyer but the Company shall be entitled to charge the Buyer for the said deferment.

(e) The Company shall be entitled to cancel any accepted order or withhold delivery of any goods and/or performance of any services if the Buyer is in breach of any obligation to the Company whether contractual or otherwise.

(f) The Buyer shall not refuse prevent or hinder delivery and/or performance and failure by the Company to effect delivery and/or performance by reason of any of the aforesaid shall not effect the obligation of the Buyer to pay the invoice price.

(g) The Company shall be entitled to re-sell all or any goods in respect of which delivery is refused prevented hindered or cancelled and in the event that the reason for refusing preventing hindering or canceling delivery and/or performance subsequently ceases to apply the Company shall only be bound to re-deliver goods and/or re-perform services subject to the availability of the original or replacement goods and/or the availability of suitable labour and without prejudice to any other right or remedy available to it.

(h) No claim for short delivery of goods or goods damaged in transit can be entertained unless either a receipt is given to the carrier detailing the shortage or damage at the time of delivery or alternatively notification of the shortage or damage is given to the Company within seven days of the date of delivery of the Goods to the Buyer.

Force Majeure

8. The Company shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or failure to perform, any other Company's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the

Company's reasonable control;

- (a) Act of God, explosion, flood, tempest, fire or accident.
- (b) War or threat of war, sabotage, insurrection, civil disturbance or requisition.
- (c) Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental or parliamentary or local authority.
- (d) Import or export regulations or embargoes.
- (e) Strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the Company or of a third party).
- (f) Difficulties in obtaining raw materials, labour, fuel, parts or machinery.
- (g) Power failure or breakdown in machinery.

Terms of Payment

9. All goods and services shall be paid for (together with value added tax thereon) within 30 days from the end of the calendar month in which they were invoiced by the Company and without regard to any equity, set-off or counterclaim. The Company shall be entitled to interest from the date upon which payment falls due.

10. Non-compliance with the above terms of payment does and shall constitute default without reminder. In the event that the Buyer fails to fulfil the terms of payment in respect of any invoice the Company may as its sole discretion demand payment of all or any outstanding liabilities whether or not due and/or cancel all or any outstanding order and/or decline to make further deliveries and/or decline to perform further services except upon receipt of cash or satisfactory security or such other terms as the Company shall decide.

11. If the Buyer fails to make payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:

- (a) Cancel the contract or suspend any further deliveries to the Buyer;
- (b) Appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Company as the Company may think fit notwithstanding any purported apportionment by the Buyer);
- (c) Charge the Buyer interest on the amount unpaid at the rate of 3% per annum above Barclays Bank base rate from time to time until payment in full is made, a part of the month being treated as a full month for the purpose of calculating interest.

Passing of Risks

12. Risk of loss and/or damage to the Goods shall pass to the Buyer :

(a) On delivery to the Buyer or to a third party or carrier nominated by the Buyer to take or accept delivery; or

(b) Where the Company gives notice to the Buyer that the goods are available for collection, on the expiry of seven days from the date of such notice or on the expiry of the time agreed for collection following service of such notice (if any) whichever is the later; or

(c) If the Buyer or a third party appointed by the Buyer to accept or take delivery wrongfully fails to accept; or take delivery of the Goods, on the Company tendering delivery of the Goods; or

(d) If the Buyer is to collect the Goods from the Company, on the Buyer entering the premises at which the Goods are situate for the purpose of such collections; and the Company shall not subsequently be liable for the safety of the Goods.

Warranties and Claims

13. (a) The Buyer should satisfy itself whether by testing samples or otherwise as to the performance merchantability quality fitness for purpose and compliance with description and/or samples of all goods ordered by it from and/or supplied to it by the Company and shall be deemed and conclusively presumed to have done so.

(b) Subject to Clauses 13(c) and 13(d) below in the event of any claim on any ground being made by the Buyer against the Company in respect of the Goods or any of them or any matter arising from or relating to the Goods or this contract (including without prejudice to the generality of the foregoing any claim for non-delivery of or relating to any defect in or damage to the Goods, or in respect of any misrepresentation or breach of any term, condition or warranty relating to the performance merchantability quality quantity fitness for purpose description or freedom from latent or patent defects of the Goods) or otherwise howsoever the liability of the Company to the Buyer shall be and is hereby limited (in respect of each claim) to the Company making available to the Buyer (insofar only as it is able to do so) the benefit of the terms and conditions upon which the Goods have been supplied to the Company and

under no circumstances shall the Company be in any way further liable to the Buyer whether for loss of profit or for any other direct or consequential loss

howsoever arising.

(c) Where the Goods are or have been manufactured and/or modified and/or sold or supplied to the specific design specification or instruction of the Buyer then, in the event of any claim relating to the merchantability fitness for purpose or any other ground relating to the performance of the Goods or their ability to carry out a particular function or where the claim (directly or indirectly) arises as a result of or due to the unsuitability, inadequacy or failure of the design specification or instruction of the Buyer the Company shall not have any liability to the Buyer on any account whatsoever whether for loss of profit or for any other direct or consequential loss howsoever arising.

(d) Where the goods fall within the category of Goods mentioned in Clause 13(c) above then, in the event of any claim on any ground being made by the Buyer against the Company (including without limitation any ground specified in Clause 13(b) above) other than any ground specified in Clause 13(c) above and/or where the Services have not been performed with a reasonable degree of skill and care the Company undertakes to repair or replace such Goods and/or re-perform such service or (at the option of the Company) to refund the invoice price therefore subject to and conditionally upon :

(i) any such claim being made in writing and as soon as any fault and/or cause for complaint is readily discernible and in any event within 12 months of the date of performance of the relevant Service or 3 months of the date of delivery of the relevant Goods (as appropriate);

(ii) The Buyer must afford to the Company the opportunity to examine any goods which are relevant to the subject of a claim before such goods have been further handled, processed or otherwise dealt with;

(iii) The Company will not be liable for any damage to or deterioration of any goods which occurs after delivery whether the same occurs due to unsuitable storage conditions, inappropriate use, neglect overloading, unsuitable lubricants, improper installation or repair, alteration or accident or to any other cause whatsoever.

(iv) Where the Company undertakes services to the Buyer's own

design and/or specification and/or instruction the Company shall have no liability for any loss or liability arising in whole or in part from the unsuitability or inadequacy of the design specification or instructions given by or on behalf of the Buyer.

(e) The obligations of the Company under Clauses 13(b)-13(d) above (inclusive) shall be the absolute limit of the Company's liability to the Buyer in respect of any claim against the Company in respect of the Goods and/or the Services and/or any matter arising from or relating to the Goods and/or Services or this contract. Such obligations are in substitution for any term condition or warranty implied by statute, common law or otherwise in respect of the Goods and/or Services which are hereby expressly excluded and under no circumstances shall the Company be in any way further liable to the Buyer whether for loss or profit or any other direct or consequential loss howsoever arising.

(f) Nothing in these conditions shall operate or be construed as operating to exclude or restrict or attempting to exclude or restrict any liability of the Company for death or personal injury caused by the negligence of the Company or its employees.

Indemnity

14. (a) The Buyer shall indemnify the Company and keep it fully and effectively indemnified against all and any costs claims demands losses or liabilities of whatsoever nature brought or made against the Company or otherwise suffered or incurred by the Company relating to or connected with the Goods after the date upon which the risk in the Goods passes to the Buyer whether in accordance with Clause 10 of these conditions or otherwise and including (but without prejudice to the generality of the foregoing) any of the aforesaid which are brought made suffered or incurred under or pursuant to any product liability consumer protection or similar laws.

(b) In the event that the Buyer is to collect Goods from the Company the Buyer shall indemnify the Company and keep it fully and effectively indemnified against any loss or liability of whatsoever nature suffered or incurred by the Company as a result of the acts or omissions of the Buyer or its employees (or agents) in the course of such collection.

Confidentiality

15. Both the Company and the Buyer shall keep confidential and shall not without prior consent in writing from the other disclose to any third party any technical or commercial information about the Goods and the Contract relating thereto or any information acquired from the other as a result of discussions, negotiations and other communication between them relating to the Goods and the order".

Reservation of Property and Right of Disposal

16. (a) Notwithstanding delivery and/or the passing of risk in the Goods or any other provisions of the contract between the Buyer and the Company in respect of Goods, until payment by the Buyer in full of the price and any other monies payable to the Company in respect of all goods agreed to be sold by the Company to the Buyer and including (without prejudice to the generality of the foregoing) the Goods :

(i) The property in the Goods shall remain in the Company and the Buyer shall hold the same as bailee for the Company.

(ii) The Buyer shall insure the Goods against all normal commercial risks to their full replacement value with an insurance company of repute for the benefit of the Company and the Company shall be entitled to inspect and take copies of such insurance policy and the premium receipts for it upon giving the Buyer not less than seven days notice;

(iii) The Buyer shall keep the Goods separate from those of the Buyer and third parties and properly stored and protected and shall ensure that they are at all times identifiable as the Company's property.

(b) Until such time as the property in the Goods passes to the Buyer, the Buyer shall be entitled to use or otherwise deal with the Goods in the ordinary course of its business provided that any monies received by the Buyer in respect of the Goods shall be held by the Buyer in a fiduciary capacity on behalf of the Company and, if the Company shall by notice so require, the Buyer shall keep such monies in a separate account but without prejudice to the Company's right to trace the same if the Buyer fails to keep such proceeds separate as aforesaid. The Company shall be entitled to inspect and take copies of the statements and other documents relating to any such account upon giving the Buyer not less than seven days notice.

(c) Until such time as the property in the Goods passes to the Buyer (and provided that the goods are still in existence and have not been re-sold or otherwise disposed of by the Buyer) the Company shall be entitled by notice to the Buyer served on or at any time after the occurrence of any of the events specified in Clause 14 forthwith to terminate the Buyer's power to use, re-sell or otherwise deal with the Goods.

(d) At any time after such termination the Company shall be entitled to require the Buyer to deliver up the Goods to the Company and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stores and take possession of any Goods in which the property remains in the Company and remove and dispose of them as the Company thinks fit.

(e) The Buyer shall be deemed not to have paid the Company for the Goods in the possession of the Buyer at any time unless the Buyer can prove to the satisfaction of the Company that payment for such Goods has been received by the Company.

Breach

17. If the buyer :

(i) Makes default or commits any breach of its obligation to the Company hereunder;

or

(ii) Is involved in any legal proceedings in which its solvency is in question; or

(iii) Being a Company presents a petition or has a petition presented for its winding-up

or convenes a meeting to pass a resolution for voluntary winding-up or an

encumbrancer takes possession of or receiver or administrative receiver is

appointed of all or any part of its assets or undertaking or an Administration Order

is made in respect of it or it calls a meeting of or enters into any composition or

arrangement with its creditors or applies for an interim order under the Insolvency

Act 1986; or

(iv) Ceases or threatens to cease to trade;

then in any such case the Company shall immediately become entitled (without

prejudice to its other claims and rights under the contract) to suspend further

performance of the contract for such time as it shall in its absolute discretion think

fit (whether or not notice of such suspension shall have been given) to treat the

contract as wrongfully repudiated by the Buyer and forthwith terminate the

contract or treat the contract as terminated.

Notices

18. Any notice required to be given hereunder may be served by pre-paid first class letter or fax addressed to the last known place of business of the party upon whom service is being affected and such notice shall be deemed to have been served 48 hours after despatch.

Construction

19. The sub-headings do not form part of these Conditions.

Governing Law

20. This contract shall be governed by and construed in accordance with English law and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the English Courts.

Entirety of Agreement

21. This agreement contains the entire agreement between the parties with respect to its subject matter, supersedes all previous agreements and understandings between the parties, and may not be modified except by instrument in writing signed by the duly authorised representatives of the parties

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17 February 2023