

These Sales Terms and Conditions ("Conditions") shall apply to the provision of all goods and services by Bockatech Limited ("Bockatech") to the person, firm or company set out in the quotation or order form ("Buyer").

1. Definitions

"**Contract**" means these Conditions and the Quotation.

"**Deliverables**" means all documents, products and materials (including moulds) developed by Bockatech or its agents, subcontractors and personnel as part of or in relation to the Services or Products in any form, including without limitation drawings, designs, data, reports and specifications (including drafts). The Quotation shall be a Deliverable.

"**Intellectual Property Rights**" or "**IPR**" means patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"**Products**" means the products, including any Deliverables, to be provided by Bockatech, as set out in a Quotation.

"**Services**" means the services, including any Deliverables, to be provided by Bockatech, as set out in a Quotation.

"**Specification**" means the description or specification for the Services and/or Products set out in the Quotation or agreed in writing by the Buyer and Bockatech.

2. Quotations/Proposals and acceptance

- 2.1. The Conditions shall apply to all quotations or proposals issued by Bockatech to the Buyer ("**Quotation**"). Unless stated otherwise in a Quotation, a Quotation shall be valid for 20 days. The Quotation shall not constitute an offer.
- 2.2. If a Buyer wishes to proceed with a Quotation, they shall issue a written order ("**Order**") referencing the Quotation. The Buyer shall ensure that the Order does not vary the Quotation, unless such variation has been expressly agreed by Bockatech.
- 2.3. The Contract is made when the Buyer's Order is acknowledged and accepted by Bockatech in writing ("**the Order Confirmation**"). Bockatech has the right to vary or withdraw the Quotation at its discretion at any time before the Order Confirmation.
- 2.4. This Contract contains the only terms on which Bockatech is willing to sell its Products and/or offer its Services and the Buyer accepts that the Contract governs the relations between

Bockatech and the Buyer to the exclusion of any other terms and conditions which the Buyer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

- 2.5. Any samples, drawings, descriptive matter or advertising issued by Bockatech, and any descriptions or illustrations contained in Bockatech's Quotation, catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the products and/or services described in them. They shall not form part of the Contract or have any contractual force.
- 2.6. Once the Contract is made it cannot be cancelled, deferred or altered by the Buyer except by written mutual agreement. Where appropriate a fee may be charge by Bockatech to cover abortive expenditure to the date of cancellation.
- 2.7. For clarity, these Conditions shall only apply to the Products and/or Services provided to the Buyer during your internal research and development stages. Any manufacture, sell, lease, loan, let on hire, sell on hire of the Products or Services or any use of the Products or Services in a commercial or production capacity, including customer pilot phases ("**Commercial Activities**") will be subject to a further license agreement.

3. Prices

- 3.1. Unless otherwise agreed in a Quotation, prices are net ex works in British Pounds (GBP). They exclude packaging, transport insurance and any export or import charges or duties. Quoted or confirmed prices do not include items not set out in the Quotation.
- 3.2. All amounts payable by the Buyer exclude amounts in respect of value added tax ("**VAT**") which the Buyer shall additionally be liable to pay to Bockatech at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.

4. Terms of payment

- 4.1. Payments shall be made in accordance with the Quotation
- 4.2. Unless otherwise stated in the Quotation, all payments are to be made in British Pound (GBP) within 30 days from date of invoicing.
- 4.3. The Buyer shall pay all undisputed elements of an invoice to a bank account nominated in writing by Bockatech.
- 4.4. Except in respect of a bona fide invoice dispute, if the Buyer fails to make any payment due to Bockatech under the Contract by the due date for payment, then, without limiting Bockatech's remedies under Clause 11 Bockatech may, at its sole discretion;
 - 4.4.1. Suspend performance of the Services or delivery of the Products until payment of the overdue amount has been made; and/or

4.4.2. Charge the Buyer interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

4.5. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

5. Supply of Products or Services

5.1. Bockatech shall supply the Products and/or Services as set out in the Quotation.

5.2. In performing the Services or delivering the Products, Bockatch shall use reasonable endeavours to meet any performance or delivery dates specified in the Order Confirmation and time shall not be of the essence for performance of the Services or delivery of the Products.

5.3. Bockatech reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services or Products and Bockatech shall notify the Buyer in any such event.

5.4. Delivery or performance shall be conditional upon;

5.4.1. Buyer having paid all sums that are stated as due for payment prior to delivery/performance; and

5.4.2. The Buyer having provided Bockatech with all technical details, support and assistance reasonable necessary to enable Bockatech to deliver the Products and/or perform the Services. Bockatech shall notify the Buyer of what technical details and assistance are required and when.

5.5. If the Buyer does not comply with each of the aforementioned conditions, Bockatech reserves the right (without compensation to the Buyer) to delay or postpone the Contract and modify the delivery/performance conditions to which Bockatech has previously agreed. The same applies if the terms of payment are not honoured.

6. Title and Risk

6.1. The risk in the Products shall pass to the Buyer either when its agent collects from Bockatech's premises or when delivery is made to the Buyer.

6.2. Title to the Products shall not pass to the Buyer until Bockatech has received payment in full (in cash or cleared funds) for the Products. Until title in the Products has passed, Bockatech shall be entitled at any time either to require the Buyer to return the Products to Bockatech or allow Bockatech (with or without prior notice) to enter the premises where the Products are stored and repossess the same. All charges incurred by Bockatech in either respect shall be the Buyer's responsibility.

7. Confidentiality

- 7.1. Each party undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted below.
- 7.2. Each party may disclose the other party's confidential information:
- 7.2.1. to its employees, 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 the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause; and
 - 7.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 7.3. 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.

8. Intellectual Property

- 8.1. All Intellectual Property Rights in the Products and Services (excluding Intellectual Property Rights in materials, equipment, tools or data supplied by the Buyer) and any Intellectual Property Rights created or developed during the provision of the Products or Services shall belong to Bockatech. Subject always to the restrictions in clause 9, Bockatech grants to the Buyer a fully paid-up, worldwide, non-exclusive, royalty-free, licence to use Bockatech's Intellectual Property Rights subsisting within the Services or Products for the sole purpose of receiving and using the Services or Products for internal business and testing purposes only.
- 8.2. All product designs, mould designs, drawings, training and documentation (and all improvements, enhancements, modifications and derivation thereof) remain the property of Bockatech unless otherwise agreed.
- 8.3. Where Bockatech manufactures and supplies the Products to the Buyer's design or specification ("Buyer Design") the Buyer shall indemnify Bockatech in respect of any loss or damage suffered by Bockatech arising from a claim that Bockatech's manufacture or supply of the Buyer Design infringes a third parties Intellectual Property Rights.

9. Use of moulds

- 9.1. Where the Products or Services include the supply of a prototype or production mould to the Buyer, such supply does not grant any right to use the mould for Commercial Activities. The mould shall be used for no other purposes than the manufacturing of samples for the benefit of the Buyer or such other purpose set out in the quotation only. The Buyer shall enter into a separate license agreement with Bockatech before starting any Commercial Activity that involve Bockatech's IPR. Any mould supplied under this Contract is supplied 'as is' and

Bockatech gives no warranty or guarantee as to the Mould and shall provide only the services and support set out in the Quotation.

10. Liability

- 10.1. Neither party limits its liability (if any) to the other for: personal injury or death resulting from negligence; fraud; or any matter for which it would be illegal to exclude or to attempt to exclude its liability.
- 10.2. Subject to the above, Bockatech's total aggregate liability to the Buyer under or in connection with this agreement (whether in contract, tort including negligence, breach of statutory duty, restitution or otherwise) in respect of all and any loss or damage howsoever caused will be limited to the total fees payable under the Quotation.
- 10.3. Neither party will be under any liability to the other for any of the following types of losses (whether those losses arise directly in the normal course of business or otherwise): pure economic loss; loss of profits; loss of business; loss of revenue; loss of contract; loss or depletion of goodwill and/or business opportunity; loss of anticipated earnings or savings or like loss; or any special, indirect or consequential losses.

11. Termination

- 11.1. Without affecting any other right or remedy available to it, either party may terminate the Services with immediate effect by giving written notice to the other party if:
 - 11.1.1. the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 45 days after being notified in writing to do so;
 - 11.1.2. the other party 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; or
 - 11.1.3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 11.2. Bockatech shall be entitled to terminate the Contract where the Buyer fails to pay the sums due to Bockatech by the due date and does not remedy the failure to pay within 20 days of receipt of notice from Bockatech to pay the overdue amount.
- 11.3. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

- 11.4. Termination or expiry of the Services shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 11.5. On termination of the Services for whatever reason the Buyer shall pay to Bockatech all of Bockatech's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Bockatech shall submit an invoice, which shall be payable by the Buyer, immediately on receipt.

12. General

- 12.1. **Force majeure:** Neither Bockatech nor the Buyer 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 events, circumstances or causes beyond its reasonable control.
- 12.2. **Entire Agreement:**
- 12.2.1. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral relating to its subject matter.
- 12.2.2. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 12.2.3. Nothing in this Clause 16 shall limit or exclude any liability for fraud.
- 12.3. **Waiver:** Failure to exercise, or any delay in exercising, any right or remedy provided under this Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Contract or by law shall preclude or restrict the further exercise of that or any other right or remedy.
- 12.4. **Variation:** No variation of this Contract shall be effective unless it is in writing and signed by both parties (or their authorised representatives).
- 12.5. **Severance:** If any provision or part-provision of this 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 this Contract.

- 12.6. **Assignment and other dealings:** Bockatech may at any time assign, sub-contract or deal in any way with, any of its rights or obligations under this Contract or any document referred to in it. The Buyer shall not assign, sub-contract or deal in any way with any of its rights or obligations under this Contract or any document referred to in it.
- 12.7. **Notices:** Any notice required to be given under this Contract, shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier, to each party required to receive the notice at its address as set out in the Order or as otherwise specified by the relevant party by notice in writing to each other party.
- 12.8. **Third party rights:** This Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these terms.
- 12.9. **Governing law and jurisdiction:** These Contract and any dispute or claim arising out of or in connection with their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Contract or their subject matter or formation (including non-contractual disputes or claims).