

NPL Management Limited

Standard Terms and Conditions of Sale

1. LAW

1.1. Acceptance of this offer constitutes an Agreement ("this Agreement") made in England and subject to the laws of England between the Customer and NPL Management Limited ("NPL") of Hampton Road, Teddington, London TW11 0LW. A company (registration number 2937881 in England and Wales) wholly owned by the Department for Science, Innovation and Technology ("DSIT").

2. CHARGES

2.1. NPL's charges for the Work shall be as detailed in the Purchase Order. A man day is 7.2 man-hours (unless otherwise agreed in writing with the Customer).

2.2. In some cases, the Customer may be required to complete a Credit Application form. This offer is made subject to this application being completed and accepted by NPL prior to commencement of the Work.

2.3. The Customer shall pay in Sterling the charges made by NPL in respect of the Work within thirty (30) days of the submission of an invoice by NPL by the following methods:

2.3.1. Sending a cheque made payable to NPL Management Limited, to Accounts Receivable, NPL Management Ltd, Hampton Road, Teddington, TW11 0LW quoting the NPL Reference number;

2.3.2. Electronic Transfer of Funds crediting National Westminster Bank, Government Banking Service, 2nd Floor, 280 Bishopsgate, London, EC2M 4RB, (Sort Code 60-70-80; Account Number 10028412) Account name: NPL Management Limited); or

2.3.3. Contacting NPL with your VISA or MASTERCARD details.

2.4. NPL may charge interest at the base line rate plus 8% for late payment on outstanding debts.

2.5. VAT will be charged where applicable.

2.6. In certain instances, NPL may require a letter of credit to be issued.

2.7. This quotation is based on the assumption that where applicable, the equipment is in a suitable condition for calibration when it arrives at NPL. In the event the equipment is found to be unsuitable during the calibration process, the process will be stopped and the customer will be notified. The customer may be charged in full for the calibration cost and return of the equipment if applicable. Therefore, to avoid unnecessary costs being incurred, Customers are advised to check the condition of equipment prior to it being despatched to NPL and if necessary discuss with the NPL contact.

3. RIGHTS

3.1. Subject to any pre-existing rights of the Customer, NPL and the rights of any third party, the parties agree that:

3.1.1. All Intellectual Property Rights (including, but not limited to, inventions, patent applications, patents and copyright) arising from the Work shall vest in NPL as sole beneficial owner, unless specified to the contrary in the Purchase Order;

3.1.2. NPL shall be fully entitled to use in any way it deems fit any skills, techniques, concepts or know-how acquired, developed or used in the course of performing the Work and any improvements to NPL's products or processes made or developed during the course of the Work; and

3.1.3. Unless specified to the contrary in the Purchase Order, all relevant information resulting from the Work shall be described in a written report that shall be sent to the Customer. Subject to Clauses 6 and 7 hereof, the Customer shall have the right to use such information for any purpose. Information at the disposal of NPL that is necessary for the Customer to implement the results of the Work will be made available subject to the prior agreement of written terms.

4. WARRANTY

4.1. NPL makes no warranty or representation that the use of any information arising from the Work will not infringe the rights of third parties but, if NPL staff whilst engaged on the Work become aware of any apparent infringement, NPL shall inform the Customer.

5. LIABILITY

5.1. NPL shall be liable for any loss or damage suffered by the Customer only insofar as such loss or damage is attributable to negligent acts or omissions of NPL's employees or agents in the performance of the Work.

5.2. NPL accepts no responsibility for the use made of any information, materials or equipment arising from the performance of the Work, whether by the Customer or by any third party who has obtained any of the said information, materials or equipment directly or indirectly from the Customer, except to the extent that NPL can be shown to have been negligent in providing such information, materials or equipment.

5.3. Except in the case of death or personal injury attributable to negligent acts or omissions of NPL's employees, NPL's total liability to the Customer under this Clause shall be limited to two hundred and fifty thousand pounds (£250,000) Sterling.

5.4. Unless otherwise stated in the Purchase Order, where NPL delivers any items ('the Goods') to the Customer in the performance of the Work, NPL's liability for such items shall be limited to the value of the Carrier's Insurance (which is related to weight and not to value).

6. PUBLICITY

6.1. Each party shall only have the right to make reference to the Work in press releases or promotional materials if it has obtained the prior consent of the other. This consent shall not be unreasonably withheld.

7. CONFIDENTIALITY

7.1. Each party shall take all reasonable measures to keep confidential for the period of seven (7) years next following the date of acceptance of this offer, all information which is received from the other party under this Agreement and which is specified by the disclosing party to be confidential.

7.2. This obligation shall not apply to information which, either at the time of disclosure or after disclosure, is published or generally available to the public other than through a breach hereof, or information already in the receiving party's possession at the time of receipt and which was not acquired directly or indirectly from the disclosing party, or information acquired by the receiving party in good faith from a third party.

7.3. The Customer may only disclose information in the report specified in Clause 3 hereof in accordance with the instructions contained therein.

8. CUSTOMER SAMPLES

8.1. As soon as practicable after acceptance of this offer, the Customer shall arrange, free of charge and risk to NPL, the delivery to NPL of any samples, equipment, materials and/or information required by NPL in order to carry out the Work. On completion of the Work, the said samples, equipment and/or materials shall be treated as detailed in the Purchase Order or, if no provision is made in the Purchase Order, the said samples, equipment and/or materials shall be retained by NPL for a period of two (2) months next following the completion of the Work, during which time the Customer may make arrangements for their collection. If the Customer does not make such arrangements, NPL shall be entitled to dispose of the said samples, equipment and/or materials.

9. CUSTOMER'S ORDER

9.1. Unless specifically agreed otherwise in writing by the Customer and NPL, the terms contained in any purchase order or any other contract document issued by the Customer to NPL shall not apply in any way whatsoever to the performance of the Work except for the purposes of specifying the Customer's contract reference number(s) and the Customer's relevant invoicing address (es)

10. DELIVERY

10.1. NPL shall use all reasonable endeavours to meet any delivery times specified in the Purchase Order, but shall not be liable for any failure to meet such dates. Where applicable, the place of delivery and responsibilities (and payment of associated costs) for packing, transportation and insurance of the Goods shall be specified in the Purchase Order. Delivery charges may be liable to change. In such event, the customer will be notified as soon as possible, prior to the work being carried out. Unless otherwise specified, risk in the Goods shall pass on delivery to the Customer. Except where the Goods are hired to the Customer and are subject to the terms of Clause 16 hereof, title in the Goods shall pass to the Customer upon payment of all charges made by NPL for the performance of the Work.

10.2. Customer goods / artefacts being delivered or collected from NPL should be directed to NPL Module 11, Hampton Road, Teddington, TW11 0LW Monday - Friday between 08.30 - 17.30. Delivery or pickup during weekends or out of office hours can be arranged, but may be subject to additional cost to the customer. A quotation for this service will be provided on request.

11. FORCE MAJEURE

11.1. Neither party shall be liable in any way for loss or damage arising directly or indirectly, through or in consequence of, the performance of the Work being prevented or delayed due to circumstances beyond its reasonable control.

12. CUSTOMER ACCEPTANCE

12.1. Unless specifically notified to the contrary by the Customer in writing within thirty (30) days of delivery of the said report and/or the Goods, the Customer shall be deemed to have accepted the same.

13. SOFTWARE

13.1. NPL hereby grants a non-exclusive licence ('the Licence') to the Customer for the use of any NPL software specified in the Purchase Order ('the Software') in accordance with the terms of this Clause and as specified in the Purchase Order.

13.2. Unless otherwise specified in the Purchase Order, the Licence permits one person to use the Software on one (1) computer or by multiple persons on such computer non-simultaneously. If such computer is part of a network of computers, then the Software shall not be copied to, or used on, any other computer on such network nor shall the Software be accessed for use through any other computer on such network.

13.3. The Customer hereby undertakes that it shall not:

13.3.1. Make any use of the Software other than as permitted in Clause 13.2 hereof; or

13.3.2. Make any copies of the Software other than as required for the purposes of the permitted use under Clause 13.2 hereof; or

13.3.3. Cause directly or indirectly, the transfer of the Software to any third party, or the acquisition of

the Software by any third party; or

13.3.4. Modify the Software without the prior written consent of NPL; or

13.3.5. Sell or redistribute the Software.

13.4. Although NPL makes every effort to keep the Software free from viruses, it gives no warranty, express or implied, that the Software will be error-free or free from bugs and defects. It is the Customer's responsibility to screen the Software prior to downloading the Software onto its system.

13.5. The Customer shall take all reasonable precautions to ensure that the Software is treated as confidential. The Customer shall not duplicate, modify, adapt, translate, decompile, reverse engineer or otherwise attempt to discover the source code of the Software.

13.6. Subject to the provisions of clause 17, NPL may terminate the Licence at any time if the Customer fails to comply with any of the terms and conditions of this Agreement.

13.7. The Software and its accompanying documentation is the copyrighted work of NPL.

13.8. In some cases, an end user licence agreement may accompany or be included with the Software. By downloading or installing the Software that is accompanied by or includes an end user licence, the Customer agrees to the terms of such end user licence agreement.

14. TRAINING, COURSES, WORKSHOPS & CONFERENCES

14.1. If the Work comprises or includes registration for attendance by the Customer at any training course, workshop or conference, the Customer may terminate its registration and receive a full refund (less £25 to cover administration) of the registration fee if it notifies NPL in writing of such cancellation not less than fourteen (14) days (or such other period as is specified in the Purchase Order) before the date on which the training course, workshop or conference is due to commence. No such refund shall be made for any cancellation that is received by NPL fourteen (14) days (or such other period as is specified in the Purchase Order) or less before the date on which the training course, workshop or conference is due to commence. However, the Customer may at any time substitute an alternative member of its staff to attend the relevant training course, workshop or conference.

15. HIRE

15.1. If the Work comprises or includes the hire of the Goods by the Customer from NPL during a period of time specified in the Purchase Order ('the Hire Period'), the Customer shall use the Goods during the Hire Period in accordance with the following conditions.

15.2. The Goods shall not be altered nor tampered with nor shall any item be affixed thereto except with the prior written agreement of NPL.

15.3. The Customer shall use all reasonable care in handling the Goods and shall take all reasonable precautions to protect the Goods from dust and grime and shall permit representatives of NPL to inspect the Goods at all reasonable times.

15.4. The Customer shall notify NPL of any failure of the Goods to function correctly and, if required, shall despatch the Goods, at the expense and risk of the Customer, to NPL's premises, whereupon, provided that the said failure is not due to misuse or neglect of the Goods by the Customer:

15.4.1. NPL shall repair the Goods at NPL's expense and shall return the Goods at the expense and risk of NPL to the Customers premises; and

15.4.2. No hire charge shall be payable by the Customer hereunder in respect of the period of time commencing on the day on which the Customer notifies NPL of the said failure and expiring at the end of the day on which the Customer receives the Goods repaired by NPL.

15.5. The Customer shall insure the Goods whilst they are on the Customers premises or otherwise under the control of the Customer against any loss or damage thereto (including accidental damage) by insurance with a reputable office in the sum specified by NPL in the Purchase Order in the joint names of the Customer and NPL and shall furnish proof thereof to NPL on request.

15.6. The Customer shall ensure that the Goods are returned to NPL in their original condition (except for fair wear and tear).

15.7. The Goods shall at all times remain the property of NPL and the Customer shall not cause or suffer any name-plate or identification mark affixed thereto to be removed or defaced.

15.8. The Customer shall not sub-let the Goods nor create any lien on the Goods and shall protect the same against distress or other legal process.

15.9. At the end of the Hire Period or on earlier termination of this Agreement, the Customer shall deliver the Goods at the expense and risk of the Customer to NPL's premises, in default whereof NPL shall be entitled itself or by its agents to enter upon the Customers premises and remove the Goods therefrom without liability for any damage necessarily incurred thereby or for the cost of making good the said damage except where such damage results from the negligence of NPL, its employees or agents. In the event that the Goods, when received at NPL's premises at the conclusion of the Hire Period or on earlier termination of this Agreement, are found not to be in good working order, the Customer shall, in addition to all other payments to NPL under this Agreement, pay NPL's charges for repair of the Goods (including the cost of any necessary replacement parts) or, if such repair is uneconomic, the cost of a replacement for the Goods.

16. TERMINATION

16.1. If either party hereto persists in any remediable breach of this Agreement for thirty (30) days after the receipt of notice from the aggrieved party specifying the breach and requiring it to be remedied, then the aggrieved party may terminate this Agreement by written notice to the party in default.

16.2. NPL shall have the right to terminate this Agreement forthwith by written notice to the Customer if the Customer shall have a Receiver appointed of the whole or any part of its assets or if an order shall be made or a resolution passed for winding up the Customer unless it can be demonstrated that such order or resolution is part of a scheme of reconstruction of the Customer or if the said Receiver is willing and able to abide by the terms of this Agreement.

16.3. This sale is subject to UK Export Control Regulations. NPL must apply any restrictions enforced by these regulations. The Customer hereby undertakes to promptly supply the NPL with an End User Statement for this purpose. If NPL is not successful in obtaining export clearance, this Agreement will be terminated without liability to either party.

17. ASSIGNMENT

17.1. NPL shall be fully entitled to assign or novate this Agreement to any party nominated by DSIT.

18. VARIATIONS

18.1. No variation of or amendment to this Agreement shall be binding on either party unless and until it has been submitted and agreed in writing by both parties.

19. DATA PROTECTION

19.1. NPL shall comply with the provisions of the

- (i) the Data Protection Act 2018;

- (ii) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK;
- (iii) where applicable the guidance and codes of practice issued by the Information Commissioner or any other national Data Protection Authority, and the equivalent of any of the foregoing in any relevant jurisdiction,

collectively hereinafter referred to as 'Data Protection Legislation', where it acts as a data controller in the processing of personal data in supplying goods and/or services further to this Agreement. Where NPL acts as a data processor, NPL shall process the data in accordance with the lawful and reasonable instructions of the relevant data controller. NPL may transfer personal data for processing to DSIT and to third parties contracted to participate in the supply of relevant goods and/or services, and shall ensure that measures are taken to ensure the adequate protection of such data in accordance with Data Protection Legislation. Subject to the foregoing, NPL shall not disclose personal details to any third party save as strictly required by law.

19.2. NPL may use information provided by the Customer in order to contact the Customer about goods and services offered by NPL. In the event that the Customer wishes to amend its information or does not wish to be contacted further by NPL then, following receipt of notice from the Customer, NPL shall amend its records appropriately as requested. The Customer may request a copy of the personal information NPL holds in relation to it. Requests shall be made in writing and be addressed to the NPL Data Protection Officer.

20. BRIBERY

20.1. NPL fully supports and acknowledges the aims of the UK Bribery Act 2010 and of global bodies such as the Organisation for Economic Cooperation and Development (OECD) to combat bribery and corruption. Accordingly neither NPL nor Customer, nor any employee or agent of NPL or Customer, shall:

20.1.1. promise, condone, offer or deliver any improper financial or other inducement or benefit (including any 'facilitation payment') in relation to any activity, bid, or contract arising out of or in relation to this Agreement; or

20.1.2. request, agree to receive or accept any improper financial or other inducement or benefit (including any 'facilitation payment') in relation to any activity, bid, or contract arising out of or in relation to this Agreement.

21. DELIVERABLE DATA & CUSTOMER DATA

21.1. NPL disclaims any (i) warranties with respect to data handling; and (ii) liability for any damages, whether direct, indirect, incidental, special, punitive or consequential, and any loss of profits, revenue, data or data use, arising from use of the NPL deliverables, based on Customer Data.

21.2. NPL cannot be held responsible for data loss from any and all causes, or in any way related to or resulting from the provision of services, software development or other equipment. The Customer

agrees to bear full responsibility for all data backup prior to any transfer of data at any stage of this Agreement. The Customer hereby releases NPL from any claim or liability related to data loss for any reason whatsoever.

21.3. NPL shall make reasonable endeavours to provide its services on an error-free basis and without interruption. However, if the services are interrupted or become unavailable for a period of time, NPL shall bear no liability direct or indirect for such event.

21.4. As part of the Services we may ship to the Customer hardware devices and provide you with access to any applicable databases, software or any other relevant data, and any updates or upgrades to the foregoing (“Applicable Software”). For the purpose of export control compliance, the Customer agrees that it will not allow any hardware and the Applicable Software to leave the country to which the hardware is shipped until it is provided (in the same country) to a carrier for redelivery to NPL.

21.5. The Customer shall be responsible for payment of all customs, duties, taxes, and other charges in connection with Media and hardware being shipped to or from NPL.

21.6. The Customer is solely responsible for applying appropriate security measures to its data and its use of media, appliances and materials, including encrypting sensitive data and not allowing unauthorized access to any media, appliance or materials.

21.7. As agreed herein responsibility for complying with all applicable data protection, import, re-import, export, and re-export control laws, including any applicable license requirements, and country-specific sanctions programs remains solely with the Customer. NPL will not serve as the responsible exporter or importer of record.

21.8. The Customer represents that:

21.8.1. it is responsible for any export-controlled items; and

21.8.2. If the Customer uses any military or dual use items, it is permitted by the country of its incorporation to upload, request that NPL may download or export any such military items from that country.

21.9. The Customer and the ultimate end user are responsible for all decisions made, advice given, actions taken, and failures to take action based on their use of the deliverables.

21.10. Responsibility and liability for any decisions or actions taken on the basis of the Results or advice given by NPL shall remain with the Customer and NPL expressly excludes any liability for any reliance upon or implementation of the Results by the Customer itself or via a third party.

21.11. The Customer will defend and indemnify NPL for any and all damages, liabilities, penalties, fines, costs, and expenses (including reasonable attorney fee's) arising out of or in any way related to its direct or indirect failure to meet the requirements of this section or comply with all applicable laws, and will promptly provide NPL with proof of insurance coverage upon request. NPL is hereby released from all damages, liabilities, penalties, fines, costs, and expenses (including reasonable attorneys'

fees) in connection with any claim, action, audit, suit, investigation, or other proceedings related to the Customer's failure to meet such requirements or to otherwise comply with applicable law.

21.12. The Customer hereby grants to NPL a royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable licence to use its Results and data for NPL's research and development purposes and the improvement of NPL's tools, software, or methods, for any purpose.