

## M-CNC Limited General Terms and Conditions of Purchase

1. These terms apply to the contract ("Contract") between M-CNC LTD and the supplier ("Supplier") from whom M-CNC LTD purchases goods to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. M-CNC LTD's order for goods, as set out in M-CNC LTD's purchase order form ("Purchase Order") constitutes an offer by M-CNC LTD to purchase goods in accordance with these terms. The Purchase Order shall be deemed to be accepted on the earlier of:

(a) the Supplier issuing a written acceptance of the Purchase Order and

(b) the Supplier doing any act consistent with fulfilling the Purchase Order, at which point and on which date the Contract shall come into existence. The Supplier shall deliver the goods listed on the Purchase Order to M-CNC LTD at the address shown on the face of the Purchase Order. If no destination has been stated on the Purchase Order, the goods shall be delivered to M-CNC LTD's place of business.

2. The Supplier shall not assign or subcontract any part of the supply or manufacture of the goods without M-CNC LTD's prior written consent. M-CNC LTD reserves the right to impose additional conditions and approve the terms of any such assignment or subcontract before consent is given.

3. All prices are firm, fixed and are not subject to any form of surcharge or variation, and are inclusive of CIP (Incoterms 2020) to the address specified in the Purchase Order. Prices exclude VAT, which shall be added to the Supplier's invoice at the prevailing rate if applicable.

4. The Supplier shall ensure that the packaging used is adequate to protect the goods whilst in transit against damage of any kind.

5. Title and risk in the goods shall pass to M-CNC LTD after the goods have been received at the destination stated in the Purchase Order. This transfer will be without prejudice to M-CNC LTD's right of rejection.

6. Time of delivery is of the essence of The Purchase Order. Without prejudice to any other remedy, any failure to deliver the goods in accordance with the Purchase Order shall entitle M-CNC LTD to cancel the Purchase Order without any payment whatsoever in respect of the goods undelivered and to claim damages against the Supplier. Should any such delay be attributable to M-CNC LTD or any event beyond the reasonable control of the Supplier or subcontractor, then this will constitute an excusable delay and an adjustment to the contractual time of delivery made. Any failure to deliver on the part of lower tier Suppliers or subcontractors is specifically excluded as an excusable delay unless such lower tier Suppliers or subcontractors shall have been subject to any event beyond their reasonable control. M-CNC LTD shall have the sole right to determine (exercised reasonably) whether any such delay by the Supplier or any lower tier Suppliers or subcontractors amounts to an excusable delay.

7. M-CNC LTD shall not be liable to the Supplier for any loss or damage of an indirect, consequential or special nature, whether as loss of profit, anticipated profits, revenues, anticipated savings, goodwill, reputation or business opportunity or otherwise.

8. Subject to term 8 above, M-CNC LTD's aggregate liability to the Supplier shall be limited to the total value of the goods in the relevant Purchase Order which applies to the breach or wrong that gave rise to the loss or claim.

9. All release documents, advice notes and invoices from the Supplier shall bear the Purchase Order number, identification, applicable issues of specifications, drawings, and other relevant technical data. Release documents and advice notes shall accompany the goods. Invoices will be paid within 60 days of the date of invoice. M-CNC LTD shall not be responsible for any payment delays caused by the Supplier's failure to comply with this term.

10. M-CNC LTD reserves the right to reject any goods which are faulty in design, quality or workmanship or which fail to satisfy the requirements of the Purchase Order. M-CNC LTD further reserves to itself or its agents the right to visit the Supplier's (or any sub-tier supplier or subcontractor's) works to check on work in progress at any reasonable time. Without prejudice to any other remedy, in the case of breakdown or failure of any description due to defective materials or workmanship M-CNC LTD shall have the option of either replacing the goods or requiring replacement by the Supplier, in either case entirely at the cost of the Supplier, including all costs incurred by M-CNC LTD in relation to any breach of this warranty.

11. The Supplier warrants that it has the full legal right to transfer title in all goods supplied and that all such goods are free of any charge or lien. The Supplier warrants that all goods supplied shall comply with any law, regulation or other instrument having the force of law applicable at the time of delivery. The Supplier further warrants that all goods supplied will strictly comply in all respects with the Purchase Order, including conformance to relevant technical specifications, performance specifications, descriptions and samples, where applicable, and that all goods supplied shall continue to conform to same for a period of no less than 12 months after delivery.

12. The Supplier warrants that the goods supplied do not infringe the intellectual property rights of any third parties and shall indemnify and keep indemnified M-CNC LTD against all claims, losses and costs incurred by M-CNC LTD arising from breach of this warranty.

13. Should any of the above warranties be breached the Supplier shall repair or replace the goods at no cost to M-CNC LTD.

14. All goods with a restricted shelf life shall have a minimum of 90% of their shelf life remaining at the time of delivery unless M-CNC LTD's prior written approval is received and the Supplier shall discount the sale price on a pro-rata basis for goods with less than 90% of their shelf life so remaining. In addition, such items shall be supplied clearly identified on their packaging and release documentation with the relevant cure date, manufacture, shelf life and / or time expired date.

15. The Supplier shall maintain any Quality Assurance or Certification system specified by M-CNC LTD suitable to support the delivery of Quality Assured goods to M-CNC LTD. Where a Quality Assurance system has not been specified by M-CNC LTD, the Supplier shall maintain an appropriate Quality Assurance system to deliver quality assured goods to M-CNC LTD in line with best industry practice. M-CNC LTD reserves to itself, its agents, its customers, any GQAR (Government Quality Assurance Representative), regulatory authorities and any other person or organisation with a legitimate interest in the quality, conformity or traceability of the goods the right of access to all facilities and records involved to audit this system and verify compliance with any Quality Assurance systems or standards at any reasonable time.

16. The Supplier is required to flow-down to sub-tier suppliers and subcontractors the applicable requirements in the Purchase Order and documents including key characteristics and specifications where required. The Supplier shall ensure that all sub-tier Suppliers and subcontractors maintain any Quality Assurance requirements necessary for the Supplier, to comply with term 15 above and shall upon request by M-CNC LTD procure access for the persons set out in term 16 above to conduct supply chain audits and compliance verification in the same manner as set out above.

17. The Supplier shall notify M-CNC LTD in advance of any proposed changes in product and for process definition, process of manufacture, external supplier and must comply with any reasonable requirements imposed by M-CNC LTD in relation to any such changes.

18. The Supplier must comply with any inspection, testing or reporting requirements set out or referred to within the Purchase Order.

19. M-CNC LTD may require the Supplier (or any of its sub-tier suppliers or subcontractor) to undertake development training. M-CNC LTD reserves the right to terminate this agreement if the Supplier (or any sub-tier supplier or subcontractor) does not comply with any reasonable training requirements set by M-CNC LTD and/or its performance does not meet the standards required in relation to quality, conformity and/or delivery.

20. The Supplier shall notify M-CNC LTD in writing immediately of any non-conforming product which may have been shipped to M-CNC LTD or its customers or agents whether inadvertently or otherwise. Approval to ship non-conforming product must be obtained in writing from M-CNC LTD's Quality Dept prior to dispatch. On submission, such product will be clearly identified and accompanied by written details of the non-conformance. Non-conforming product may be rejected or accepted after M-CNC LTD investigation. Accepted non-conforming product may be subject to price reduction at the agreement of M-CNC LTD and the Supplier.

21. M-CNC LTD reserves the right to request an amendment to The Purchase Order at any time up to the time of delivery. If such a request requires additional work to the Supplier, an agreed equitable adjustment will be made to the price and / or the delivery schedule.

22. M-CNC LTD may at its absolute discretion cancel this order at any time by giving written notice to the Supplier. Should this be exercised for any reason other than default by the Supplier then M-CNC LTD shall pay the Supplier a reasonable price in respect of goods and materials purchased or made solely in support of The Purchase Order, the Supplier having used its best endeavours to mitigate its losses but M-CNC LTD shall otherwise be free from any liability. Such reasonable price will be reached through mutual agreement and in any case will not exceed the price which would have been paid had the order been completed. If such reasonable price cannot be agreed, the matter shall be referred to arbitration in accordance with term 28 below.

23. Should the Supplier fail to comply with any of the requirements The Purchase Order or any technical specifications, the Supplier shall be deemed to be in default. In this event without prejudice to any other remedy, M-CNC LTD reserves the right to cancel the Purchase Order without any payment whatsoever in respect of the goods which do not meet the technical specifications or the terms of this contract including any undelivered goods and where appropriate to claim damages against the Supplier. Such damages shall include compensation for any loss or claim suffered or incurred by M-CNC LTD as a result of supply of defective or non-conforming goods to any third party.

24. Without prejudice to any other remedy, M-CNC LTD reserves the right to cancel the Purchase Order summarily by written notice and without compensation if there is a change of ownership or operational control of the Supplier, or if the Supplier becomes bankrupt, has a receiving or administration order made against them or in M-CNC LTD's reasonable opinion is unable to pay its debts or, being a Company, commences appointment of an administrator or passes a resolution that the Company be wound up or if any circumstances occur which entitle any person or the court to appoint a manager, administrator or receiver to make a winding up order.

25. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party except that each party may disclose the other party's confidential information (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purpose of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this [term] 25 and (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. All notices will be deemed to have been lawfully served if sent in writing to either party at the address or fax number stated or email address on the face of the Purchase Order. Notices by given post are deemed received 2 standard UK working days after posting, by hand at the time of deliver and by fax or email on the next business day following sending, with proof of sending being the onus of the sender to produce.

26. During the term of the Contract and for a period of 10 years afterwards, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall produce to M-CNC LTD on demand both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

27. On termination or expiry of the Contract, the Supplier shall immediately return all materials, equipment, drawings, specifications and data supplied by M-CNC LTD to the Supplier. If the Supplier fails to do so, then M-CNC LTD may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

28. In the event of any dispute, M-CNC LTD and the Supplier shall engage in good faith negotiations to resolve such dispute. This should initially involve the points of contact named on the face of the Purchase Order but should be passed through the levels of management as appropriate to reach a decision. Should the parties be unable to reach a resolution the matter shall be submitted for arbitration to the Chartered Institute of Arbitrators (CI Arb) and settled by final and binding arbitration with the CI Arb Arbitration Rules. Any such arbitration shall take place in London, England.

29. Any failure by M-CNC LTD to enforce any right afforded it under the terms of The Purchase Order shall not constitute a waiver of its right to enforce such a right at a later date unless such a failure is specifically granted in writing as a waiver of that particular right by M-CNC LTD.

30. No one other than a party to this contract shall have any right to enforce any of its terms.

31. If any of these terms is found to be void or ineffective such term shall apply with such deletion or reasonable amendment made to it as may be necessary to make such term(s) valid or effective.

32. Subject to term 29 above, this contract and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with English Law and the parties agree to submit to the jurisdiction of the courts in England and Wales.