

1. **DEFINITIONS.** In these Terms, unless the context otherwise requires, the following words and expressions shall have the following meanings: **Affiliates** means, in relation to a person, any other person or company which is directly or indirectly Controlled by, in Control of or under common Control with that person, for the time being. For the purposes of these Terms, unless stated otherwise, "Control" shall consist of the ownership of more than fifty per cent (50%) of the voting stock of any person or company or the power to direct or cause the direction of the general management or actions of the person. **Acceptance Conditions** has the meaning given to it in clause 9. **Confidential Information** means information of a confidential nature disclosed by Echion to the Supplier in any medium and by any method pursuant to these Terms, including (without limitation) in connection with Echion's requirements for the Product or Services referred to in the Purchase Order, and any other information either (a) disclosed orally or visually by disclosing party to the receiving party, or (b) disclosed through the receiving party's inspection, evaluation or analysis; **Bespoke Products** means those Products developed by the Supplier specifically for Echion or to Echion's instructions as set out in a Purchase Order, SOW and/or Specification or otherwise notified in writing; **Contract** means in each case an SOW (if applicable), these Terms and the applicable Purchase Order; **Defect** means any material difference between the Product or Services delivered and the description and Specification (including in respect of design, material and workmanship); **Deliverables** means any Bespoke Product(s) and outputs of the Services and any associated documents, products and materials provided by the Supplier to Echion as required under the Purchase Order or SOW; **Delivery Date** means the date on which Products and/or Services are due to be delivered or performed as set out in a Purchase Order; **Echion** means Echion Technologies Limited, a company registered under the laws of England and Wales, with registration number 10680704 with its registered office at Unit 9-11 Cambridge South, West Way, Sawston, Cambridgeshire, CB22 3FG and including its Affiliates.; **Force Majeure Event** means an event, circumstance or cause beyond a party's reasonable control; **Foreground IP** means any Intellectual Property Rights or other data or knowledge generated during the course of providing the Deliverables, Products and/or Services for Echion; **Insolvency Event** means any step or action in connection with entering any form of insolvency process including administration, provisional liquidation or any composition or arrangement with creditors (other than in relation to a solvent restructuring), obtaining a moratorium, 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, any analogous procedure in the relevant jurisdiction; **Intellectual Property Rights** means any invention and patent rights, utility models, design rights, trade mark rights and service marks, copyright and related rights, moral rights, database rights, trade secret rights, 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 computer software, database rights, rights to use, and protect the confidentiality of, confidential information and all other intellectual and industrial property rights whether registered or unregistered, and applications and rights to apply for the same and be granted, renewals or extensions, and all similar or equivalent rights or forms of protection wherever in the world enforceable which subsist or will subsist now or in the future; **Product(s)** means all the product(s) (including where applicable the Deliverables) to be supplied as described in the Purchase Order or SOW; **Echion Materials** means all documents, information, items and materials in any form (whether owned by Echion or a third party), which are made available by Echion to the Supplier in connection with provision of the Deliverables, Products and/or Services, as may be further described in the SOW (where applicable) ; **Purchase Order** means Echion's purchase order for the Deliverables, Products and/or Services; **Quote** means Supplier's quotation for the Products and/or Services; **Services** means the services to be supplied as described in the Purchase Order or SOW or understood by Echion to be included in or incidental to delivery of the Products; **Statement of Work/SOW** means a description of the Products, Services and/or of the to be delivered and which may include Delivery Date and fees, agreed between Echion and the Supplier and based on trading under these Terms; **Specification** means the specification for the Product(s) and/or Services as described within Supplier's Quote, an SOW or referred to in the Purchase Order; **Supplier** means the entity from which Echion is purchasing Product(s) and/or Services as identified in the Purchase Order or SOW **Warranty** means Supplier's warranty regarding the Products and Services as described in clause 10;
2. **INTERPRETATION.** These Terms and the terms set out herein apply to the exclusion of any other terms that the Supplier seeks to impose or incorporate. Supplier accepts that any other terms and conditions issued in connection with a Quote, Purchase Order or otherwise are expressly rejected and will not form part of the Contract with Echion.
3. **ACCEPTANCE AND VARIATION.** These Terms apply to all Quotes, SOWs and supplies of Products and/or Services to Echion under a Purchase Order. No change to these Terms will be valid unless agreed in writing and signed by Echion. Variations to a Quote, SOW or Purchase Order may be requested by Echion in writing and the Supplier shall act reasonably in accommodating the same and will not unreasonably withhold or delay agreement to a requested variation. A **Contract** between the Supplier and Echion is formed when (i) the parties sign an SOW; or (ii) where no SOW is issued, the Supplier acknowledges or commences supply under a Purchase Order. Should no written acknowledgement be issued by the Supplier within seven (7) days of receipt of the Purchase Order, the Purchase Order and the Terms herein shall be deemed to be accepted.
4. **ORDERS.** From time to time Echion may request the Supplier provides Services and/or , Product(s) to Echion by the issuance of a SOW or a Purchase Order. Each Purchase Order or SOW constitutes an offer to purchase the Products and/or Services in accordance with these Terms and shall be deemed to reference and incorporate these Terms. A Purchase Order shall contain the following information: (a) details of the Product(s) and/or Services required (b) place of delivery, (c) Delivery Date (d) issue date of the Purchase Order, (e) named contact person at Echion, and (f) Purchase Order number.
5. **CHANGE REQUESTS.** Echion may propose a change in the Products, Services or other aspects of the Specification. Echion shall make such proposal by email or otherwise in writing. The Supplier shall use all reasonable efforts to accommodate such changes proposed by Echion. The Supplier shall within forty-eight (48) hours of the request, or a timeframe as agreed, specify any consequential changes (for example change to the Delivery Date or amount to be paid by Echion), Echion shall confirm to the Supplier whether it wishes to request said change.
6. **DELIVERY.** The Supplier shall arrange to deliver the Product(s) to Echion suitably and appropriately packaged to prevent damage during transit and shall transport and store all Product(s) in accordance with industry best practices and any specific requirements stipulated by Echion, and to perform the Services, in accordance with the Purchase Order and Echion's requirements. Where appropriate, a Certificate of Analysis (CoA) will be provided for each delivery of the Product for Echion's incoming inspection with reference to the Specification. The Products will be supplied with storage instructions where applicable. The Supplier undertakes that the shipping of any dangerous goods will comply with all applicable international regulations (including but not limited to IATA, IMDG and/or ADR). The Supplier shall use all reasonable efforts to minimize any potential delay in delivery and shall notify Echion of any actual or anticipated delays. In the event of delayed delivery, the Supplier shall use all reasonable efforts to deliver the Products as soon after the Delivery Date as possible. If delivery or performance is delayed by more than three (3) calendar days after the Delivery Date then Echion shall on written notice have the right to cancel any part of the Purchase Order for Products which have not yet been delivered or Services which have not been performed. This clause is without prejudice to any other rights and remedies available to Echion.
7. **PRICE, INVOICING AND PAYMENT.** The price of the Products and/or Services shall be the price confirmed in the Purchase Order. The price of the Products and/or Services excludes amounts in respect of value added tax (VAT), which shall apply if applicable at the prevailing rate, subject to the receipt of a valid VAT invoice by Echion. The Supplier shall issue invoices for the Products and/or Services following completion of delivery and performance, and acceptance by Echion. If Echion disputes any amount in an invoice it shall inform the Supplier within a reasonable time of receipt, outlining the reasons for such dispute and shall pay by the due date any undisputed amounts in each invoice. Echion shall pay each undisputed invoice submitted by the Supplier within thirty (30) days of the date of receipt of the invoice to a bank account nominated in writing by the Supplier. If Echion fails to make a payment of an undisputed amount properly due and payable to the Supplier within thirty (30) days of written demand then Echion shall pay interest on the overdue sum from the due date until payment of the overdue sum is received, at a rate of 2% a year. Payment shall be made in the currency specified in the Purchase Order. Echion shall be entitled to set-off any monies to which it is entitled against any sums which it owes to the Supplier under any Contract.
8. **INSURANCE, RISK AND TITLE.** The Supplier confirms that it maintains appropriate third party insurance to cover any liabilities in connection with delivery of the Products and/or performance of the Services, and any other insurance that would generally be expected to be maintained by a supplier in the Supplier's industry insuring against all risks that a prudent supplier should consider reasonable. The Supplier shall provide to Echion upon request, evidence that it maintains valid insurance policies to satisfy its obligations. The risk of loss or accidental damage to the Products and title to the Products shall pass to Echion upon acceptance of the Products.
9. **INSPECTION AND ACCEPTANCE.** Echion shall not have accepted or be deemed to have accepted the Products and/or Services until the Acceptance Conditions are fulfilled. The conditions for acceptance are that the Products have been delivered and the Services have been performed in accordance with the Purchase Order or SOW, Specification, and Echion's requirements, and Echion has confirmed acceptance to the Supplier in writing (the "**Acceptance Conditions**"). Echion shall be entitled to reject any Products or Services which are not in compliance with the terms and conditions of the Contract. The Supplier shall, at the option of Echion, reperform the sub-standard Services promptly without charge, or refund the price of the Services in full. Any acceptance of defective, late or incomplete Products or Services or any payment made in respect thereof shall not constitute a waiver of any of Echion's rights and remedies, including its right to reject.
10. **WARRANTY.** In addition to any manufacturers warranties, for a period of twelve (12) months after delivery of a Product or supply of the Services (the "**Warranty Period**") the Supplier warrants that any Products and/or Services supplied under a Purchase Order shall (i) conform in all material respects with the Specification; (ii) be free from Defects (iii) be of satisfactory quality, (d) comply with applicable laws, standards and good industry practice, and (e) be fit for the purpose for which they are required by Echion. If: (a) Echion gives notice in writing to the Supplier during the Warranty Period within a reasonable time following discovery that some or all of the Products or Services do not comply with the warranty as set out in this clause 10; then the Supplier shall, at the option of Echion, replace the defective Products or reperform the defective Services, or refund the price of the defective Products and/or Services in full. These Terms shall apply to any repaired or replacement Products and/or Services supplied by the Supplier. Echion's rights are in addition to, and do not exclude, the rights and conditions available to it under applicable laws.
11. **ECHION MATERIAL.** The Echion Material is provided to the Supplier "AS IS." Echion does not warrant the performance of the Echion Material, its quality, accuracy, reliability or completeness or any results which may be obtained by using said material. Echion does not make any warranties, express or implied, as to merchantability, or fitness for any particular purpose. Supplier's reliance upon and use of the Echion Materials is at its own risk.
12. **LIMITATIONS OF LIABILITY.** Nothing in these Terms limits any liability for: (a) death or personal injury caused by negligence; (b) wilful default, fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979, or (d) losses arising from a breach of confidentiality, Intellectual Property Rights, applicable laws, and any matter which cannot be limited by law. Subject to the

forgoing provisions of this clause 12, neither party shall be liable for any indirect, special, exemplary or consequential loss. Neither Party shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms or a Contract.

13. **TERMINATION AND SUSPENSION.** Without affecting any other right or remedy available to it, either Party may terminate a Contract or any part of it by giving written notice to the other Party if: (a) the other Party commits a material breach of terms and that breach is irremediable or (if that breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so; or (b) the other Party is the subject of an Insolvency Event or suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business. Echion may terminate a Contract or any part of it at any time by giving reasonable written notice in respect of any part of the Purchase Order for Products which have not yet been delivered or Services which have not yet been performed. Any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination or expiry of a Contract shall remain in full force and effect notwithstanding termination.
14. **CONSEQUENCES OF TERMINATION.** On termination of the Contract or any part of it for any reason the Supplier shall (a) promptly refund any pre-payments for performance of Services not made or Products not delivered; (b) cease performing the Services in a diligent and orderly manner including ceasing to use the Echion Material, know-how and Deliverables, unless otherwise requested by Echion (c) promptly deliver to Echion all Deliverables, documents, data, and other information created up to the date of termination and partly performed, Deliverables, documents, data and other information; and (d) promptly (i) at Echion's option, return or destroy all used and any remaining Echion Material, in accordance with all applicable laws, and (ii) erase all of Echion's Confidential Information from its and, to the extent reasonably feasible, any third party computer systems.
15. **FORCE MAJEURE.** Neither Party shall be in breach of Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The affected Party shall (a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract; and (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations. If the period of delay or non-performance continues for 1 (one) month, the Party not affected by the Force Majeure Event may terminate the applicable Contract by giving thirty (30) days' written notice to the affected Party.
16. **INTELLECTUAL PROPERTY RIGHTS.** Any and all Intellectual Property Rights in the Echion Materials shall remain the exclusive property of Echion and its licensors. The Supplier assigns to Echion, with full title guarantee and free from all third party rights, all Foreground IP and all Intellectual Property Rights in the Deliverables. The Supplier shall obtain waivers of all moral rights in the Foreground IP and Deliverables to which any individual is now or may be at any future time entitled in any jurisdiction. The Supplier shall, promptly at Echion's request, do or procure to be done all such further acts and things and the execution of all such other documents as Echion may from time to time require for the purpose of securing for Echion all right, title and interest in and to the Foreground IP and the Intellectual Property Rights in the Deliverables assigned or to be assigned to Echion.
17. **LICENCES.** Echion grants to the Supplier, for the term of the relevant Contract only, a non-exclusive non-sublicensable licence to use the Echion Materials only for the purposes of providing the Products and/or Services to Echion. Supplier shall gain Echion's written approval prior to including any Echion Material in the construction or operation of the Products. The Supplier grants to Echion, or shall procure the direct grant to Echion of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to use, copy and modify the Intellectual Property Rights in any other Products and/or Services or parts thereof provided to Echion (which are not assigned or assignable), for the purpose of receiving and using those Products and Services in Echion's business and products or in connection with its use of the Deliverables, including a right to sub-license to its Affiliates, customers and third parties. All Echion Materials are the exclusive property of Echion. The Supplier shall not use or incorporate such Intellectual Property Rights into any other goods or services without the prior written approval of Echion. Echion shall be under no obligation to grant such permission.
18. **INDEMNITY** The Supplier shall keep Echion indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by Echion as a result of or in connection with any claim made against Echion for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Products, or receipt, use or supply of the Services (save to the extent such claim relates exclusively to the use of Echion Materials by the Supplier in accordance with clause 17). This clause 18 shall survive termination of the Contract.
19. **CONFIDENTIALITY.** In cases where Echion and the Supplier have entered into a separate non-disclosure agreement ("NDA") the terms of the NDA shall apply in addition to this clause 19. In the event of any conflict between the NDA and this clause 19, the terms of the NDA will take precedence. Without prejudice to the previous clause, the Supplier shall, during the term of a Contract and for a period of (5) five years after the Contract has ended, keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by Echion, its employees, agents or subcontractors, and any other confidential information concerning Echion's business or its products or its services which the Supplier may obtain whether provided in oral, written, graphical or machine-readable form, by demonstration (whether in person or virtually) to the other or which one party may have sight of whilst at Echion's premises. The Supplier undertakes to keep the Confidential Information secure and not to disclose it to any third party except to (a) its respective employees and officers who need to know such information for the purposes of exercising its rights or carrying out its obligations under this Contract, who are directed to comply with the confidentiality obligations herein; and (b) the extent required by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction. Should the Supplier wish to disclose Confidential Information to any third party consultant, contractor or advisor who needs to know the Confidential Information, they will not disclose the Confidential Information without the express written consent of Echion, and subject to such third party being bound by obligations of confidentiality equivalent to those in this clause. The Supplier shall not attempt to reverse-engineer or otherwise decompile or disassemble the Echion Material or any Confidential Information it receives pursuant to this Contract, for clarity, this includes performing chemical analysis, nor infringe the rights or Echion in any way. Echion retains all rights in its Confidential Information and nothing in this Contract grants the Supplier any licence, interest or right directly or by implication in respect of any Intellectual Property Rights of Echion.
20. **DATA PRIVACY.** The Supplier shall observe and comply with all applicable Data Protection Laws and any other applicable laws, legislation and standards from time to time in the course of performing a Contract. "Data Protection Laws" means all applicable data protection and privacy legislation including the EU General Data Protection Regulation ((EU) 2016/679) (GDPR), the GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland, the Data Protection Act 2018, and any applicable national implementing laws, regulations and secondary legislation relating to the processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time. The Supplier shall carefully protect all information received, making use of physical and technical safeguards designed to stop unauthorised people getting hold of Echion's information, and shall only use the information in accordance with Echion's instructions, not pass it to any person or organisation located outside of the European Economic Area, and return or destroy it at the end of the Contract or earlier if it is no longer required. Subject to reasonable advance written notice, the Supplier shall give Echion necessary access, including to its facilities, personnel, records and systems, to enable Echion (or its nominated agent) to undertake audits of the Supplier's compliance with this clause 20 and any other obligations under a Contract.
21. **SANCTIONS.** The Supplier warrants that it shall (i) comply with all UK applicable sanctions administered by HM Treasury, the European Union, the United Nations or the Department for Business, Energy and Industrial Strategy, and (b) US sanctions regimes; and (ii) not trade or operate either directly or indirectly with any company, partnership, person or other entity which appears on any US sanctions list or HM Treasury's consolidated list of financial sanctions targets in the UK.
22. **WAIVER.** A waiver of any right or remedy is only effective if given in writing. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
23. **ASSIGNMENT.** Echion may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under these Terms. The Supplier, however, will not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under these Terms without the prior written consent of Echion.
24. **TRANSFER OF RIGHTS.** The Supplier may not assign, subcontract or encumber any right or obligation under this Contract, in whole or in part, without Echion's prior written consent. Echion may perform any of its obligations and exercise any of its rights granted under this Contract through its Affiliate.
25. **SEVERANCE.** If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed it will be modified to the minimum extent necessary to make it valid, legal and enforceable. If that modification is not possible, the relevant provision or part-provision will be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 25 will not affect the validity and enforceability of the rest of these Terms. If one party gives notice to the other of the possibility that any provision or part-provision of these Terms is invalid, illegal or unenforceable, the parties will negotiate in good faith to amend that provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
26. **NOTICES.** Any notice given to a party under or in connection with any Contract formed under these Terms shall be in writing and shall be: (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company); or (b) sent by email to the email address of the other party, which for Echion is [accounts@echiontech.com](mailto:accounts@echiontech.com), and which for the Supplier is the email address to which the Purchase Order has been addressed, (or such other substitute address notified by one Party to the other in writing from time to time). Any notice shall be deemed to have been received: (i) if delivered by hand, at the time the notice is left at the proper address; (ii) if sent by next working day delivery service, at 9.00 am on the second business day after posting; or (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
27. **THIRD PARTY RIGHTS.** These Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
28. **CONFLICTS AND ENTIRE AGREEMENT.** This Contract shall constitute the parties' entire agreement with respect to the Deliverables, Services and/or Products, and no prior discussion, agreement, conduct, or industry practice shall apply. If there is a conflict between these Terms and a SOW, the SOW will control. If there is a conflict or inconsistency between these Terms, an SOW or a Purchase Order, the following order of priority shall apply (with a document appearing higher in the list having priority over one lower in the list): (i) an SOW; (ii) a Purchase Order; and (iii) these Terms.
29. **GOVERNING LAW AND JURISDICTION.** These Terms, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the laws of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or its subject matter or formation.