



STANDARD TERMS AND CONDITIONS OF SUPPLY OF PRODUCTS AND SERVICES

OF

Misco Technologies Limited trading as 'MISCO'

Customers are bound by the version of our Standard Terms and Conditions in effect on the date we accept your Order. However, we may change these Terms and Conditions of Sale from time to time at our discretion, and when we do, we will post them on our website. It is your responsibility to review the Terms and Conditions of Sale each time you make a purchase from Misco.

1. INTERPRETATION

1.1 In this document the following definitions apply:

"Agreement" means these Terms and Conditions together with the terms of any applicable Specification Document;

"Authorised Officer" means a person whose position with Misco is that of a statutory director, Finance Director or Credit Manager of Misco

"Business Day" means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

"Contract" means the contract between Misco and the Customer for the sale and purchase of the Products and/or Services in accordance with these Terms and Conditions, any Order, any quotation and, where applicable, Special Terms or any other applicable terms;

"Customer" means the organisation or person who purchases goods and services from the Supplier;

"Force Majeure Event" means an event or circumstance beyond a party's reasonable control as defined in clause 18;

"Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable;

"Order" means the Customer's order for the Products;



“Products” means the products (including any Software) (or any part of them) set out in the Order;

“Services” means the services, including professional services and/or managed services and including any deliverables, supplied by Misco to the Customer as set out in a SOW;

“SOW” means a statement of work entered into by Misco and a customer to outline the Order of Products and/or Services;

“Special Terms” means the additional terms relating to any Products purchased;

“Specification Document” means a statement of work, quotation or other similar document describing the goods and services to be provided by the Supplier;

“Supplier” means Misco Technologies T/a Misco, 3.-5 Huxley Close, Wellingborough, NN8 6AB.

“Terms and Conditions” means the terms and conditions set out in this document.

“Third Party Warranties” means the warranties given by any manufacturer or other third party distributor in relation to the Products.

1.2 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.3 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.4 Words in the singular include the plural and vice versa.

1.5 A reference to writing or written includes emails.

1.6 In the event of any conflict between any documents that make up a Contract, the order of precedence shall be as follows:

1.5.1 the Special Terms;

1.5.2 any SOW;

1.5.3 the Terms and Conditions.



2. GENERAL

2.1 These Terms and Conditions shall apply to all contracts for the supply of goods and services by the Supplier to the Customer to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practices or course of dealing.

2.2 All Contracts shall be governed by these Terms and Conditions to the exclusion of any other terms and conditions, including without limit any terms on or referred to in any Customer purchase order or other Customer documentation.

2.3 No variation to these Terms and Conditions, any Contract, or any order shall be effective unless expressly agreed in writing by an Authorised Officer of Misco. This includes any amendments proposed by the Customer, whether in relation to price, specification, or delivery. Misco reserves the right to reject any such variations unless expressly agreed.

2.4 The Order constitutes an offer by the Customer to purchase the Products in accordance with these Terms and Conditions. A contract shall only come into existence when the Supplier issues a written acceptance of the Order (such as via email), or when the Supplier commences the supply or delivery of the Products, whichever occurs first.

2.5 A quotation for the Products given by the Supplier does not constitute an offer. The Supplier's quotation is valid for 14 Business Days from the date of issue unless otherwise specified.

2.6 The Supplier shall use all reasonable endeavours to complete the services within estimated time frames but time shall not be of the essence in the performance of any services.

2.7 The Supplier reserves the right to introduce a minimum order value, if one is so introduced by any manufacturer, by giving the Customer 15 days' notice of any such planned implementation.

3. GOODS

3.1 The Products are described in the Supplier's Specification Document.

3.2 The Supplier warrants that all goods will materially conform to the specification in the Specification Document.

3.3 Any samples, drawings descriptive matter or advertising produced by the Supplier and any descriptions of illustrations contained in the Supplier's catalogue or brochures are produced for the sole purpose of giving an approximate idea of the Products referred to in them. They shall not form part of the contract and nor shall representations whether written or oral, correspondence or statements made or produced by the Supplier.

3.4 The Supplier reserves the right to amend the Specification Document if required by any applicable statutory or regulatory requirements. If such amendments will materially change the nature or quality of the Products, the Supplier shall notify the Customer who may then cancel the order.

4. CONFIGURATION SERVICES

4.1 If the Supplier agrees to provide any configuration services to the Customer these will be at the price agreed at the time the order is accepted.

4.2 Configuration services have a warranty of 10 days from the date of shipment to the Customer. The Supplier's sole liability in respect of any defective configuration services shall be the repair or replacement of the Products on which the services have been performed. Claims in respect of defective services must be made within 21 days of the date of delivery of the configured Products.

4.3 The Supplier does not warrant that the services will meet the Customer's requirement or that the use of the services will be uninterrupted or free of error. The Customer assumes the responsibility to take adequate precautions against damage to its operations that could be caused by defects, interruptions or malfunctions in the services.

5. PRICE AND PAYMENT

5.1 The price of the Products and Services shall be the price set out in the Specification Document (the "Price")

5.2 The Supplier may, by giving the Customer at least 5 Business Days' notice before delivery, increase the price of the Products to reflect any increase in costs beyond the Supplier's control, including but not limited to:

- Foreign exchange rate fluctuations,
- Increases in taxes, duties, and labour costs,
- Increases in the cost price of any Products by the original equipment manufacturer (OEM),
- Changes requested by the Customer regarding delivery dates, quantities, or types of Products, or
- Delays caused by the Customer's failure to provide adequate information or instructions.

Should the Customer wish to cancel the Contract at this time, the Supplier will make every effort to cancel the Order. However, this may not be possible, particularly for customised built to order products.



5.3 Unless otherwise expressly agreed in writing, the Price does not include the costs of Delivery, VAT, and any other applicable customs or excise duties or taxes, where applicable. These charges will be added to all invoices at the rate ruling on the date of dispatch.

5.4 Should the Customer's purchase order not include the Price, the Price for that Order shall be as set out in the Supplier's published price list in force at the date the Supplier accepts the Order.

5.5 The Supplier may invoice the Customer for the Products on or at any time after the completion of delivery.

5.6 Invoiced amounts shall be due and payable within 30 days of receipt of invoice. In the event that the Customer's procedures require that an invoice be submitted against a purchase order for payment, the Customer shall be responsible for issuing such purchase order before the goods and services are supplied.

5.7 Payment may be made by credit card. There will be a surcharge of 1.5% for payment by this method.

5.8 The Customer shall pay all amounts due under the Agreement in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

5.9 If the Customer fails to make any payment due to the Supplier under the Agreement by the due date for payment, then:

5.9.1 The Supplier shall be entitled to cancel the Agreement;

5.9.2 The Supplier shall be entitled to suspend any further deliveries or suspend any Services to the Customer;

5.9.3 The Customer shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount and an administration charge of 5% of the total amount due.

5.10 In the event that there has been a material or obvious pricing error by the Supplier, the Supplier shall be entitled, within 30 days, to either:

5.10.1 Invoice the Customer the true and correct price of the Products at the date of the Order; or



5.10.2 Allow the Customer to cancel the Order and the Supplier shall collect the mispriced Products at its own expense and credit the Customer for the price paid for the Products

5.11 On the happening of a "Relevant Event" Misco shall be entitled in its sole and absolute discretion to alter its terms of payment or to alter any credit terms which may have been granted. For the purposes of this clause, a "Relevant Event" shall be defined as being any of:

(i) where Misco is notified or otherwise reasonably believes that the Customer's credit record has worsened to a level unacceptable to Misco;

(ii) where Misco in its sole discretion deems the Customer's financial position to be unacceptable; or

(iii) where Misco's trade indemnity insurers require such alteration.

5.12 Notwithstanding the above, Misco reserves the right to withdraw any credit facilities afforded to the Customer at any time, without notice.

6. DELIVERY

6.1 The Supplier shall ensure that:

6.1.1 Each delivery of Products is accompanied by a delivery note that shows the date of the Order, the type and quantity of Products and storage instructions (if any).

6.2 The Supplier shall deliver the Products to the location set out in the Order or such other location as the parties may agree (Delivery Location).

6.3 Delivery is completed on the completion of unloading the Products at the Delivery Location.

6.4 The date of delivery specified by the Supplier is an estimate only. Time for delivery shall not be of the essence of the contract and the Supplier shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the goods.

6.5 If the Supplier fails to deliver Products, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Products. The Supplier shall have no liability for any failure to deliver the Products to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.



6.6 If the Customer fails to accept delivery of the Products within three Business Days of the Supplier notifying the Customer that the Products are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Agreement:

6.6.1 Delivery of the Products shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Supplier notified the Customer that the Products were ready; and

6.6.2 The Supplier shall store the Products until delivery takes place and charge the Customer for all related costs and expenses (including insurance).

6.7 If ten Business Days after the day on which the Supplier notified the Customer that the Products were ready for delivery the Customer has not accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Products and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Products or charge the Customer for any shortfall below the price of the Products.

6.8 The Supplier may deliver the Products by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

7. TITLE AND RISK

7.1 The risk in the Products shall pass to the Customer on completion of delivery.

7.2 Title to the Products shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for the Products, and any other Products that the Supplier has supplied to the Customer under any other contract for which payment has become due.

7.3 Until title to the Products has passed to the Customer, the Customer shall:

- Store the Products separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
- Maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- Not remove, deface, or obscure any identifying mark or packaging on or relating to the Products;
- Notify the Supplier immediately if the Customer becomes subject to any of the events listed in Clause **15.1**;
- Give the Supplier such information relating to the Products as the Supplier may require from time to time.

7.4 If before title to the Products passes to the Customer, the Customer becomes insolvent or fails to make a payment due, the Supplier may, at its discretion, require the Customer to return the Products, or the Supplier may enter the Customer's premises to recover the Products.

8. CUSTOMER'S OBLIGATIONS

8.1 To enable the Supplier to perform its obligations under this Agreement the Customer shall:

- Co-operate with the Supplier;
- Provide the Supplier with any information reasonably required by the Supplier;
- Obtain all necessary permissions and consents which may be required before the commencement of the services; and
- Comply with such other requirements as may be set out in the Specification Document or otherwise agreed between the parties.

8.2 The Customer shall be liable to compensate the Supplier for any expenses incurred by the Supplier as a result of the Customer's failure to comply with Clause 8.1.

8.3 Without prejudice to any other rights to which the Supplier may be entitled, in the event that the Customer unlawfully terminates or cancels the goods and services agreed to in the Specification Document, the Customer shall be required to pay to the Supplier as agreed damages and not as a penalty the full amount of any third party costs to which the Supplier has committed and in respect of cancellations on less than 24 hours written notice the full amount of the goods and services contracted for as set out in the Specification Document, and the Customer agrees this is a genuine pre-estimate of the Supplier's losses in such a case.

8.4 In the event that the Customer or any third party, not being a sub-contractor of the Supplier, shall omit or commit anything which prevents or delays the Supplier from undertaking or complying with any of its obligations under this Agreement, then the Supplier shall notify the Customer as soon as possible and:

8.4.1 The Supplier shall have no liability in respect of any delay to the completion of any project;

8.4.2 If applicable, the timetable for the project will be modified accordingly;

8.4.3 The Supplier shall notify the Customer at the same time if it intends to make any claim for additional costs.

9. RETURNS AND CANCELLATION

9.1 The Supplier operates a returns procedure primarily for Products that are defective upon installation ("DOAs") or Products that are faulty within the Limited Warranty period ("Faulty Products"). The Supplier is under no obligation to accept the return of any other Products. However, at its discretion, the Supplier may accept non-faulty returns, provided the Customer obtains prior authorization from the Supplier through a unique Return Authorisation number ("RA"). **9.2** All returns must comply with the following:

- The Customer must request the RA from the Supplier, and this authorisation will be granted solely at the Supplier's discretion.

- The Products must be returned in their original packaging, with supporting documentation confirming the fault (if applicable) and quoting the RA, within 14 days of the RA being issued.

9.3 The Supplier reserves the right to charge a re-stocking fee for any non-faulty Products returned, with the fee amount determined at the Supplier's discretion.



9.4 The Customer must inspect the Products immediately upon delivery and report any DOAs, damages, discrepancies, or shortages in writing within 48 hours of delivery. If the Customer signs for the Products as received in good condition, the Supplier shall not be liable for claims related to damages or shortages.

9.5 The Supplier shall, at its discretion, either replace the faulty or damaged Products or issue a credit to the Customer for the Price of the Products.

9.6 The Customer shall bear all transportation and insurance costs related to returning non-faulty products to the Supplier .

9.7 If the Products are returned without following the Supplier's returns procedure, including obtaining an RA, the Supplier reserves the right to reject the return or levy a handling fee and or return the Products at the cost of the Customer.

9.8 Orders for third-party proprietary software are non-cancellable and non-refundable once the Order has been placed with the Supplier. The Customer acknowledges that third-party proprietary software is subject to the licensing terms of the relevant third party, and the Supplier has no obligation to accept returns or cancellations for such software once the Order is confirmed.

10. LIMITED WARRANTY

10.1 The Customer acknowledges that the Supplier does not manufacture the Goods or, where the Goods comprise software, does not publish or license the software. Except for the Supplier's limited warranty as set out below, the Supplier sells the Goods with the benefit of the original equipment manufacturer's (OEM) warranty to the extent legally and contractually permitted. The OEM's warranty is passed on directly to the Customer or offered directly by the OEM to the Customer.

10.2 The Supplier warrants that for a period of 28 days from the date of Delivery, the Goods will conform to the specifications provided by the OEM in its published data sheet, as covered by the OEM's warranty (the "Limited Warranty").

10.3 For Goods outside the scope of the Supplier's Limited Warranty, the Customer is responsible for contacting the OEM directly for instructions on how to claim under the OEM's warranty process.

10.4 The Limited Warranty is provided in lieu of all other terms and conditions (whether express or implied and whether arising at common law or by statute) by the Supplier in respect of the quality of the Goods. This includes, but is not limited to, terms implied by sections 13 to 15 of the Sale of Goods Act 1979 (as amended), all of which are hereby excluded to the full extent permitted by law.

11. INDEMNIFICATION

The Customer shall indemnify the Supplier against all claims, costs and expenses which the Supplier may incur and which arise, directly or indirectly, from the Customer's breach of any of its obligations under this Agreement, including any claims brought against the Supplier alleging that any goods and/or services provided by the Supplier in accordance with the Specification Document infringe a patent, copyright or trade secret or other similar right of a third party.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Supplier, and the Customer shall do all that is reasonably necessary to ensure that such rights vest in the Supplier by the execution of appropriate instruments or agreements with third parties.

12.2 The Customer acknowledges that any Intellectual Property Rights in third-party software, including any software provided by the Supplier, remain the property of the relevant third party. The Customer is responsible for complying with all licensing terms and conditions applicable to such third-party software.

12.3 The Supplier assumes no responsibility for ensuring that the Customer complies with third-party software licensing requirements.

13. LIMITATION OF LIABILITY

13.1 Nothing in these Terms and Conditions shall exclude or limit the Supplier's liability for:

13.1.1 Death or personal injury resulting from the Supplier's negligence or that of its employees, agents or sub-contractors;

13.1.2 Fraud or fraudulent misrepresentation;

13.1.3 Breach of the terms implied by section 12 of the Sale of Products Act 1979; or

13.1.4 Defective products under the Consumer Protection Act 1987.

13.2 Subject to clause **13.1**:

13.2.1 The entire liability of the Supplier to the Customer in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the price paid by the Customer to which the claim relates;

13.3 Subject to Clause 13.1 the Supplier shall under no circumstances be liable to the Customer for any: loss of profits; loss of sales, business, or revenue; loss of agreements or contracts; loss of anticipated savings; loss of use or corruption of software, data, or information; loss of or damage to goodwill; indirect, special, or consequential loss; and any other costs, damages, or losses that could have been avoided by the Customer following Misco's advice. This shall apply even where such a loss was reasonably foreseeable or the Supplier had been made aware of the possibility of the Customer incurring such a loss.

14. TERMINATION AND SUSPENSION

14.1 Either party may terminate this Agreement forthwith by notice in writing to the other if:

14.1.1 The other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 10 calendar days of being given written notice from the other party to do so;

14.1.2 The other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;

14.1.3 The other party ceases to carry on its business or a substantial part of its business; or

14.1.4 The other party is declared insolvent or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

14.2 Without limiting its other rights or remedies, the Supplier may suspend provision of the Products under the Agreement or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 15.1 or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Agreement on the due date for payment.

14.3 Without limiting its other rights or remedies, the Supplier may terminate the Agreement with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Agreement on the due date for payment.

14.4 On termination of the Agreement for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest.

14.5 Termination of the Agreement shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Agreement that existed at or before the date of termination.

14.6 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

15. EXPORT CONTROL

15.1 The Customer acknowledges and agrees that the Products and Services provided by Misco may be subject to export control laws and regulations of the United States, the European Union, and other national laws, including but not limited to the Export Administration Regulations (EAR) of the United States and sanctions imposed by the U.S. Department of Treasury, Office of Foreign Assets Control (OFAC).

15.2 The Customer warrants that it shall comply with all applicable export control laws and regulations, and shall not, without prior appropriate government authorization, export, re-export, or transfer any Products or Services, either directly or indirectly, to any country or entity that is subject to a U.S. trade embargo, or any individual or entity listed on the "Entity List" or "Denied Persons List" maintained by the U.S. Department of Commerce, or comparable lists maintained by the European Union or local authorities.

15.3 The Customer agrees that the Products and Services may not be exported, re-exported, or transferred to any End User engaged in activities related to:

- the design, development, production, or use of nuclear materials, nuclear facilities, or nuclear weapons;
- the design, development, production, or use of missiles or missile support systems;
- the design, development, production, or use of chemical or biological weapons.

15.4 The Customer is responsible for conducting all due diligence necessary to ensure compliance with applicable export control regulations. This includes verifying that the End User is not involved in prohibited activities or listed on any government-restricted lists.

15.5 The Customer is responsible for complying with any local laws or regulations governing the importation, use, or resale of the Products in the country of destination, including obtaining any necessary import licenses, approvals, or paying any relevant duties or taxes.

15.6 Misco shall not be liable for any claims, losses, or penalties arising from the Customer's failure to comply with export control laws. The Customer agrees to indemnify and hold harmless Misco from any damages, costs, or expenses incurred as a result of non-compliance with these export control obligations.

16. FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

17. INDEPENDENT CONTRACTORS

The Supplier and the Customer are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. The Supplier may, in addition to its own employees, engage sub-contractors to provide all or part of the services being provided to the Customer and such engagement shall not relieve the Supplier of its obligations under this Agreement or any applicable Specification Document.

18. ASSIGNMENT

18.1 The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with any of all of its rights or obligations or delegate its duties under this Agreement.

18.2 The Customer shall not be entitled to assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of all of its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Supplier.

19. SEVERABILITY

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed, and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

20. VARIATION

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

21. WAIVER

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

22. NOTICES

Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Specification Document or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

23. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.

24. NO THIRD PARTIES

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

25. GOVERNING LAW

This Agreement 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 law of England and Wales.

26. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement, its subject matter, or formation.