



APPENDIX I - TERMS & CONDITIONS OF SALE

1. DEFINITIONS

- A. "BST" shall mean Black Space Technology Ltd. Limited whose registered office is at Birmingham Innovation Campus, Faraday Wharf, Holt St, Birmingham, West Midlands, B7 5BB, United Kingdom, and shall include all employees and agents.
- B. "Purchaser" shall mean the party who wishes to purchase Goods from BST and who is named on the Quotation Order or Order Acceptance and who warrants that it is not dealing as a consumer.
- C. "Goods" shall mean the Goods or service to be supplied by BST.
- D. "Order" shall mean an order placed by the Purchaser for Goods to be supplied by BST in accordance with these terms and conditions.
- E. "Order Acceptance" shall mean the acceptance of an Order by BST in writing which shall confirm the price and order quantity.

2. GENERAL

- A. BST shall sell and Purchaser shall purchase the Goods subject to these conditions in the exclusion of all other terms and conditions.
- B. All quotations given by BST are subject to confirmation in writing at the time of Order Acceptance. Order Acceptance is contingent upon availability of Goods and the absence of any circumstances beyond BST's control which may hinder or prevent execution of Order.

3. PRICES

- A. Notwithstanding any price specified on BST's quotation or in the Order, it is understood between the parties that prices are exclusive of taxes and shall be those specified in the Order Acceptance. Any query by the Purchaser of any invoice rendered by BST must be made within seven days of the date of the invoice or the parties agree that such invoice shall be deemed accepted and any query of the Purchaser waived.
- B. BST shall be entitled to pass onto the Purchaser any increase in the cost of the Goods occurring between the date of issue of Order Acceptance and date of delivery.
- C. If the price of the Goods has been based on the purchase of a particular quantity of Goods to be delivered over a specified period of time and the Purchaser fails to purchase the agreed quantity within the specified period, BST shall invoice the Purchaser for the difference between the unit price charged to the Purchaser for the Goods and BST's standard unit price for the Goods.
- D. For the avoidance of doubt, BST does not operate a price protection policy. The price for Goods will be determined as set out in the quotation. The Purchaser will not be entitled to a refund or price reduction in respect of any Goods unless agreed in writing by a director of BST.

4. TERMS OF PAYMENT

Payment shall be made prior to delivery of the Goods unless otherwise agreed in writing by a director of BST. In the event that alternative terms of payments are agreed in writing by a director of BST and the Purchaser does not comply with the alternative terms of payment, the payment terms shall automatically revert to payment prior to delivery without notice. In the event of default in payment by the due date, BST reserves the right to charge interest on money overdue at the rate of 5% per annum above Bank Of England base rate for the time being. In the event of default in payment of any sums owed by the Purchaser to BST all such sums owed shall become immediately due and payable to BST and BST may suspend deliveries or terminate any Orders in respect of any undelivered Goods under the same or different Orders.

5. OWNERSHIP AND RISK

- A. Ownership of the Goods shall be retained by BST until payment in full has been received by BST of all sums due (including interest) in accordance with Clause 4 above. BST grants permission to the Purchaser to on-sell Goods in the normal course of business to unrelated third parties in arm's length transactions for value. Until BST is paid in full the proceeds of any such sale shall be held by the Purchaser in trust as a fiduciary for BST and the Directors and Management of the Purchaser shall personally undertake by issuing or authorising issue of orders to BST that they will personally stand with the Purchaser in this fiduciary relationship with BST.
- B. Risk of loss or damage to the Goods shall pass to the Purchaser on delivery. The Purchaser shall examine all packaging on delivery and shall notify BST and the carrier of any damage or claims in writing within seven days of delivery or such shorter period as specified in any consignment or delivery note or advice. It is agreed that the Purchaser waives any claims he may otherwise have had where no claim has been made in writing within the aforesaid period. The packaging and contents must be retained for examination.
- C. The Purchaser grants to BST and its agents an irrevocable licence to enter the premises of the Purchaser to enter and remove any Goods not paid for in full if BST fears payments in full may not be made. Until such time as payment in full is made to BST, the Purchaser will store the Goods so that they are clearly identifiable as the property of BST.



E. Subject to these terms and conditions, BST hereby grants to Purchaser a personal and non-exclusive license to use the software and licensed internal code accompanying or installed on any Goods, for the sole purpose of enabling the Goods to function according to their specification. The Purchaser may make one backup copy of the software, provided that the Purchaser reproduces on that backup copy all of the original copyright notices and other statements. Except as permitted under this license or applicable law, the Purchaser may not copy, modify, reverse engineer, decompile or disassemble the software or licensed internal code, or sublicense, rent, lease, assign or otherwise transfer the software or licensed internal code or this license to anyone except as specifically provided for in section 10.C below.

6. WARRANTY

A. Purchaser acknowledges that it has an opportunity to inspect the Goods prior to placing an Order to assess functionality.

B. BST warrants that the Goods shall for a period of one year from the date of delivery be free from defects in workmanship and materials and that BST is able to pass good title to the Goods. BST will at its discretion and in full satisfaction of its obligations hereunder, repair or replace any of the Goods purchased by the Purchaser which in BST's opinion has a defect in materials or workmanship and which are returned to BST in accordance with the returns procedure set out in Clause 11.

C. To the extent permitted by law, the above express warranties are BST's only warranties of quality and BST does not warrant that the Goods will meet any particular description, that the Goods will be free from defects, fit for their intended purposes, or that the Goods will be of satisfactory quality.

D. The Purchaser shall by purchasing such Goods from BST at trade prices thereby waive all claims whatsoever which may arise out of or after delivery of the Goods including but not limited to, the following:-

i) Remedies based on Section 14 or any other Section of the Sale of Goods Act 1979 (or any statutory modification or re-enactment thereof) or at common law to the extent that such provisions can be waived.

ii) Compensation for damage or loss or the costs of labour or other charges incurred in repairing or replacing any defective Goods or parts thereof PROVIDED ALWAYS that any such defect shall not be due to:

a) damage to the Goods incurred prior to delivery of the same to the Purchaser and in respect of which the Purchaser has given written notification pursuant to Clause 5(B) above; or

b) an endemic fault in a component of the Goods recurring within twelve months of delivery and notified by the Purchaser to BST and acknowledged by BST; or

c) a major fault in the Goods occurring within twelve months of delivery being a fault so substantial that it cannot be rectified by adjustment, replacement or repair of parts, components or modules.

iii) For damages in respect of the cost of removing and reinstalling any fitted, installed or built-in Goods.

iv) For damages in respect of loss, damage or injury to property, other than liability which cannot be excluded under the Consumer Protection Act 1987.

v) For the cost of returning any defective or damaged Goods to BST or its nominated third party.

vi) Loss or damage caused by delays in delivering, repairing or exchanging damaged Goods or parts thereof.

E. The parties acknowledge that the Purchaser has been given an opportunity to inspect, test and analyse the Goods offered by BST and is satisfied as to their suitability, functionality and safety. The Purchaser accepts full responsibility for maintaining Goods after sale by BST in such a manner that no loss, damage or injury to persons or property shall occur.

F. Save for BST's liability under the Consumer Protection Act 1987, BST shall not be responsible for any injury to persons except to the extent such injury is caused by the direct negligence of BST and the Purchaser shall insure and indemnify BST accordingly.

G. BST reserves the right to make any changes in the specification of the Goods whether required to conform with any applicable safety, regulatory or other statutory requirements or otherwise.

H. ALL OTHER WARRANTIES OR CONDITIONS WHETHER STATUTORY OR AT COMMON LAW, WHETHER EXPRESS OR IMPLIED, ARE HEREBY EXCLUDED TO THE EXTENT PERMITTED BY LAW.

7. DELIVERY AND DELAYS

A. Delivery takes place Ex-Works, Birmingham, UK unless agreed otherwise in writing. Prices are based on the Goods being delivered in one consignment and do not include the cost of delivery.

B. Unless the Purchaser requests otherwise, BST will arrange delivery to the address specified on the Purchaser's Order at BST's prevailing delivery rates (particulars available on request) and Goods will be shipped in standard packaging.



C. Delivery dates are approximate. BST does not accept any liability for delay in dispatch or delivery of Goods or for delay in completion of any Goods. [The Purchaser's attention is drawn to the fact that BST is dependent upon manufacturing by third parties and shipment of Goods and/or components on the high seas.] Delays which are not attributable to BST may arise.

D. Any delay in delivery shall not relieve the Purchaser of any obligation to accept and pay for any other deliveries.

E. BST is not liable for any loss, damages or penalty when such delay is due to causes beyond the control of BST including (but not limited to) Supplier delay, force majeure, acts of God, yield problems. In any event, the delivery date will be extended by the period equal to the delay.

8. CANCELLATION AND RESCHEDULING

A. No request for cancellation of Orders or rescheduling of shipments will be effective unless accepted in writing signed by a director of BST.

B. BST will accept cancellations of Orders or rescheduling of shipments entirely on its discretion and only on payment of the following charges:

i) Cancellation of Orders or rescheduling of shipments of Goods with an acknowledged shipment date between 1 to 60 days of the date of cancellation or reschedule – full purchase price.

ii) Cancellation of Orders or rescheduling of shipments of Goods with an acknowledged shipment date between 61 to 120 days of the date of cancellation or reschedule - 50% of the full purchase price.

9. SHORTAGES

Shortages or damage not covered by Clause 5(B) above must be notified in writing to the carrier within seven days after receipt of the consignment. Written notification of such damage or shortage including particulars of advice note numbers and packing conditions should also be made available to BST within seven days after receipt or such shorter period as specified in any consignment or delivery note or advice. The packaging and contents must be retained for examination. Notwithstanding Clause 3 above, the Purchaser must advise BST in writing within seven days after the date of invoice of any non-delivery of entire batches of Goods.

10. RESALE

A. Many Goods include high technology, some of which may originate in the USA. Unless specifically brought to the attention of BST's Company Secretary in writing and agreed in writing by BST, BST is not aware that the Purchaser intends to sell Goods for ultimate destination in any country requiring a COCOM or US re-export license and the Purchaser agrees not to ship Goods directly or indirectly to any such country.

B. In the event that BST agrees in writing to sell Goods for ultimate destination in a country for which a COCOM or US re-export license is required, the Purchaser will obtain any necessary COCOM licenses and US Government re-export licenses prior to the date of delivery by BST to the Purchaser and will provide copies of such licenses to BST.

C. The Purchaser may transfer possession of the software or licensed internal code to a third-party provided that: (i) the transfer shall occur in conjunction with the transfer to the third-party of the Goods on which the software or licensed internal code is installed; (ii) the third-party transferee is furnished with a legible and complete copy of these terms; and (iii) the third-party transferee agrees to be bound by the terms of these terms. Unless expressly agreed upon in writing by BST, any third-party transferee accepts the software, the licensed internal code and the Goods on an "as-is" basis, and neither BST nor any of its direct or indirect licensors shall have any liability whatsoever to the third-party transferee for any claims relating to the software, the licensed internal code or the Goods. When Purchaser is no longer in possession of the Goods or Purchaser is in violation of any of the terms of this Agreement, Purchaser's license for the Goods and the licensed internal code shall automatically terminate and Purchaser must purge any copies in its possession.

11. RETURNS

A. No Goods may be returned to BST after delivery without prior written consent of BST. The Purchaser must notify BST in writing stating the reason for the return and the date and number of BST's invoice for the Goods. If BST agrees that the Goods may be returned it will issue a Return Authorisation Number. Any Goods returned without a Return Authorisation Number shall be disposed of.

B. Goods returned on a warranty claim which prove to be other than a genuine in warranty failure will be disposed of or held for collection by the Purchaser and the Purchaser charged for warehousing.

C. All Goods returned must be securely packed and unless the carrier effecting the return is instructed otherwise by BST, must be consigned carried paid.

D. For the avoidance of doubt, BST will not accept any Goods returned as part of any stock rotation policy of the Purchaser. The Purchaser shall not be credited for any such Goods returned.

12. LIMITED AUTHORITY OF EMPLOYEES

These terms and conditions constitute the entire agreement in respect of the sale of Goods by BST and all other representations, terms, conditions, understandings, are hereby excluded. Nothing in this agreement shall exclude or restrict a party's liability for fraudulent



misrepresentation. Execution of, compliance with or implementation of Orders received from the Purchaser does not imply acceptance by BST of any terms and conditions contained within the Purchaser's Order or otherwise presented by the Purchaser to BST.

13. EXCLUSION OF LIABILITY

A. In no event will either the Purchaser or BST be liable to the other for loss of profit, loss of use, loss of revenue or interest, loss of goodwill, damages, costs or expenses payable to third parties or any economic, indirect or consequential loss arising out of breach of contract (except refusal to pay the price of the Goods), tort of any kind or otherwise.

B. For the avoidance of doubt, the parties agree that neither party shall be liable to the other for damages or delay caused by (a) Government intervention, (b) official strikes, (c) act of God, (d) fire, (e) flood, (f) shortage of components, (f) sabotage, (g) riot, (h) war, (j) rebellion, (k) terrorism or any other factor beyond the reasonable control of the parties.

C. Clause 6 above sets out BST's sole liabilities for the supply of the Goods pursuant to an Order.

D. Except in the case of liability for personal injury or death, the amount of BST's liability in respect of any Order shall be the value of Goods delivered under that Order.

E. BST does not exclude or restrict liability for death or personal injury caused by its negligence or under the Consumer Protection Act 1987.

F. Each provision of this paragraph 14 is to be construed as a separate limitation or exclusion applying or surviving even (if for any reason, one or other of the said provisions is inapplicable or held unreasonable) in any circumstances and shall remain in force notwithstanding termination of an Order.

G. Some of BST's products operate over third-party communication links, such as telephone lines, GSM or satellite links. BST does not accept liability for the failure of these links to reliably transmit information from BST's products.

H. If the Purchaser chooses to source consumables from another source, BST shall not be liable for any failure of the device due to the use of these consumable products by the Purchaser.

14. TRAINING, MAINTENANCE AND SOFTWARE UPGRADES

A. BST agrees to provide and Purchaser agrees to pay for the training of Purchaser's personnel in the proper use of the BST's products if required and specified in the quotation.

B. Where the option to pay in advance for three (3) years has been agreed by the Purchaser, BST agrees to provide annual maintenance for BST's products. This will include any required technical software support and upgrades over the contract period.

C. Any repairs required that are not covered under the first year warranty will not be carried out without prior approval of the Purchaser for the costs to be incurred by BST;

D. The Purchaser hereby agrees to use the products as per instructions provided by BST.

15. CONFIDENTIALITY

A. The Purchaser will not announce or advertise nor knowingly allow to be announced or advertised the existence or contents of an Order, these terms and conditions or any other contract or agreement between BST and the Purchaser, without the prior express written consent of BST.

B. Where BST discloses to the Purchaser information relating to the existence of or technical details of BST's products prior to the release of that information by BST to the general public, such information will be confidential and the Purchaser will not disclose or knowingly permit to be disclosed such confidential information to any other party, unless expressly so authorised by BST in writing, until such information is released to the general public.

17. LEGALITY AND LAW

A. When on-selling Goods, the Purchaser will always comply with all applicable Laws and Regulations.

B. These terms and conditions will be governed and construed in all respects in accordance with the Laws of England and subject to the exclusive jurisdiction of the English Courts.

REF: BST01

DATED: 05/01/2026