

General Conditions of Sale:

- 1. Interpretation:** In these conditions "Company" means Aerospheres (U.K.) Ltd (an Acorn Growth Company) its assignees and successors in title. "Contract" means the terms of this document (including any documents referred to herein) together with any variation hereof agreed in writing between the parties once the Customer's offer to purchase the Goods and/or Services has been accepted by the Company in writing. "Customer" means the person, firm or corporation with whom the Contract is made. "Goods" means the goods and/or materials or any part of them to be supplied to the Customer by the Company under the Contract. "Services" means the services or any of them to be supplied to the Customer by the Company under the Contract.
- 2. General:** 2.1 All quotations given and all Contracts made by the Company for the supply of Goods and/or Services by the Company are subject to these Conditions and **all terms and conditions referred to by the Customer or contained in any order or otherwise brought to the notice of the Company or implied by trade custom practise or course dealing are hereby excluded.** These Conditions may be varied only by agreement in writing between the parties in accordance with Clause 2.4 below. 2.2 Quotations issued by the Company are not offers capable of acceptance by the Customer so as to make a binding contract and in any event will cease to apply if not acted upon by the Customer within 30 days unless reconfirmed in writing by the Company. 2.3 All quotations are confidential to the recipient as a potential Customer and must not be shared with any third party. 2.4 No servant or agent of the Company has any authority to agree to any variation or addition to the Contract unless the servant or agent is duly authorised by the Company so to do and unless such variation or addition is expressed in writing. 2.5 These conditions together with any other documents incorporated in the Contract constitute the whole agreement between the parties and supersede any prior promises, representations, undertakings and implications (whether oral or in writing) and for the avoidance of doubt the Customer hereby acknowledges that it has not entered in the Contract in reliance upon any representation other than those which have been reduced to writing and included in the Contract.
- 3. Separability:** Each order placed by the Customer or each consignment of Goods delivered at different dates shall be

treated as a separate Contract. If there shall be at any time more than one Contract in the course of performance between the Company and the Customer any claim which may arise in respect of any one Contract or the terms on which it may be settled shall not (subject to Clause 5) affect in any way the performance of the other Contracts.

- 4. Prices:** 4.1 Prices quoted by the Company or contained in the Contract (whether for Goods or Services) are unless otherwise agreed in writing by the Company exclusive of Value Added Tax and other sales taxes, import or export duties or charges, packaging, transport, insurance and delivery charges (and the Customer shall pay all costs and charges in addition to such prices) and where the Company issues a Certificate of Conformity or a manufacturers Certificate of Conformity (where applicable) the Company will be entitled to charge the Customer for such certificate (in addition to such prices) at the Company's standard rate then in force. 4.2 If for any reason (including but not limited to a rise in cost for manufacture, transport of the Goods or the cost of making the Goods conform to any Act of Parliament, or to any other regulation or bye-law, industrial troubles, labour awards or otherwise) the cost to the Company of supplying the Goods and/ or Services is increased from such cost at the time the Contract is made the amount of such increase shall be passed on to the Customer by way of supplementary invoice. The minimum order value is £250 GBP.
- 5. Payment:** 5.1 The Company shall be entitled to submit invoices in respect of Goods and/or Services at any time and the Customer shall (unless otherwise agreed in writing by the Company) pay each invoice by the due date as referenced in the Goods/ Services quotation. 5.2 Time shall be of the essence and failure by the Customer to make any payment to the Company when due as above shall entitle the Company at its option to: 5.2.1. Treat the Contract as repudiated and act accordingly, including retaining any monies already paid by the Customer to the Company (without waiving any other right of the Company); 5.2.2. To cease forthwith to supply further Goods and/or Services to the Customer whether or not such deliveries are due under the Contract or other Contracts; and/or 5.2.3. To charge the Customer interest (both before and after any judgement) of all overdue sums at a rate of 1.25% per month or part month by which such sums are overdue until the same have been paid in full together with

such interest (but without prejudice to the Company right subsequently to treat the Contract as repudiated in accordance with Clause 5.2.1.)

- 6. Delivery/Performance of Customer's Obligation:** 6.1. The Supplier shall ensure that the Goods are accompanied by a delivery note which shows the date of the Contract, the type and quantity of the Goods, special storage instructions, where applicable Safety Data Sheets and upon request any Technical Data Sheets. MSDS will be provided in English only. 6.2 The Customer shall collect the Goods from the Suppliers premises at Aerospheres Ltd, Unit 3, Barratt Way Industrial Estate, Harrow, Middlesex, HA3 5TJ, United Kingdom or such other location advised by the Supplier prior to deliver (Delivery Location). Where the Delivery Location is not in the United Kingdom the Company shall notify the Customer in any quotation for the Goods. 6.3 Delivery of the Goods shall be Ex Works the Delivery Location 6.4 Any dates or times quoted for delivery of the Goods or performance of the Services are approximate only and any lead times indicated are for working days only. The Company shall use reasonable endeavours to meet them but so long as it uses reasonable endeavours the Company shall not be liable for any delay in delivery of the Goods or performance of the Services and time of such delivery or performance shall not be the essence of the Contract. 6.5. The Company shall be entitled to deliver Goods together or separately for any order and accordingly the Customer shall be obliged to accept split deliveries of Goods. 6.6. If the Customer fails to take delivery of the Goods or to facilitate performance of the Services at the times stated for delivery or performance (otherwise than due to any cause beyond the Customer's reasonable control) or fails to give the Company adequate delivery instructions or access to the Customer's premises so that the Company can deliver the Goods or perform the Services then in addition to any other right or remedy available to the Company the Company may: 6.6.1. Store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of such storages, or 6.6.2. Sell the Goods at the best price readily available and (after deducting all reasonable storage and selling expenses) charge the Customer for any shortfall below the price under the Contract. 6.7 The Customer shall unpack and check the Goods as soon

as possible after delivery and give the Company written notice of any shortage or damage within 7 days of delivery. If the Customer fails to give such notice then the Goods will be presumed to be in accordance with the Contract and neither short or damaged and the Company will not be liable to the Customer. 6.8 The Customer is not entitled to reject the Goods or any of them by reason of the Company's failure or default or for Goods that do not exactly meet the quantity ordered.

- 7. Risk and Title:** 7.1. Risk in the Goods shall pass to the Customer upon delivery of the Goods to the Customer to the Customer's agent or carrier or to place from which the Customer or its agent or carrier is to collect the Goods so that the Customer shall on and from the passing of the risk in the Goods bear all risk of loss or damage to or deterioration in the Goods. 7.2. Until the Company has received full payment from the Customer of all sums due under the Contract shown as credited to the Company's bank account the following terms shall apply: 7.2.1. The ownership of the Goods shall remain with the Company which reserves the right to dispose of the Goods and the Customer shall be entitled to possession of the Goods only which shall be held by the Customer as a bailee on behalf of the Company and the Customer shall store the Goods in such a way as to be identifiable as the property of the Company. 7.2.2. The Customer shall keep the Goods insured against all risks in their full replacement value and if requested by the Company shall execute an assignment in favour of the Company of all rights of the Customer to claim against the insurers of the Company's interest in any policy affected hereunder. 7.2.3. Notwithstanding the provisions of Clause 7.2.1. the Customer shall have a licence to sell the Goods bona fide to a third party at full market value which licence (without prejudice to any other right of the Company) may be immediately terminated by the Company at any time upon giving the Customer written notice thereof provided that such licence should automatically terminate if the Customer (being a company) passes a resolution for its winding up (unless the same be part of a reconstruction or amalgamation) or if any petition be represented for the appointment of an administrator or a receiver or to wind up the Company or an administrative receiver is appointed in respect of any part of the Customer's undertaking of assets or if the Customer is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (or any re-enactment or further enactment thereof) or upon the

happening of any similar or analogous event under the foreign jurisdiction unless the Company otherwise agrees in writing to the continuation of such licence. 7.2.4. Pursuant to the fiduciary duties which the Customer owes the Company and which the Customer acknowledges the proceeds of any such sale shall to the extent of sums referred to above owing to the Company by the Customer be held in trust for the Company absolutely and the Customer shall forthwith pay such proceeds of such sales (but only to the extent of sums referred to above owing to the Company by the Customer into a bank account in its own name separate from all other monies of the Customer and shall notify the Company thereof and the bank of the Company's interest in such account. The proceeds of such sales paid into such bank account by the Customer shall not be used by the Customer but shall immediately be paid to the Company and notwithstanding that any period of credit extended to the Customer by the Company (under this or any other contract) shall not have expired. 7.2.5. The Company may at any time after the termination of the above licence (and without prejudice to its other rights) repossess the goods and for this purpose the Customer hereby grants to the Company an irrevocable licence to enter upon any premises of the Customers and to use such measures as may be reasonably necessary to gain access to such premises and recover possession of the Goods. 7.3. Each of the foregoing sub-clauses of the Clause 7 is to be construed as a separate provision applying and surviving even if for any reason one or other of the said sub-clauses is held void or unenforceable (for whatever reason) in any circumstances.

- 8. Warranty and Exclusion:** 8.1. The Company warrants that 8.1.1. At the time at which the risk in the Goods passes to the Customer under Clause 7.1. Goods will comply in all material respects with the specification agreed in writing by the Company and/or set out in any Contract; and 8.1.2. The Company will provide the Services with reasonable care and skill and that the Services will comply in all material respects with the specification agreed in writing by the Company PROVIDED THAT if any Goods and/or Services do not conform to any of the above warranties the Customer shall so notify the Company within 7 days (as the case may be) of the delivery of such Goods or the completion of the performance of such Services (and the Company shall not be liable for additional loss, damage or indirect results of undue delay by the Customer in so notifying the

Company) and the Customer shall afford the Company all such access information and cooperation as the Company may request to enable the Company at its option to repair, replace, supplement or make good any such Goods and/or make price adjustment which is fair to both parties AND PROVIDED ALSO THAT such warranties shall be conditional upon the Customer complying with all instructions (if any) given by the Company in connection with the transportation, storage, installation or use of any Goods including where applicable any requirements with the REACH Regulation 2006. 8.2. The Company does not exclude or restrict its liability; 8.2.1. For death or personal injury resulting from negligence of the Company its servants or agents (but not independent contractors) while acting in the course of their employment; 8.2.2 For fraud or fraudulent misrepresentation; 8.2.3. Or for breach by the Company of any undertaking as to title implied in Section 12 of the Sales of Goods Act 1979; or 8.2.4. Insofar as any exclusion or limitation of the Company's liability hereunder is otherwise prohibited void or unenforceable by law. 8.3. Subject to Clause 8.2. Hereof the warranties referred to in Clause 8.1. hereof are in substitution for and shall replace all conditions and warranties on the part of the Company implied by statute common law or otherwise all of which are expressly excluded and the Company does not make or give nor has any servant or agent of the Company authority to make or give any representation or undertaking as to the standard to which Service will be performed or as to the quality of the Goods or their correspondence with description or their fitness for any particular purpose or the accuracy to which any Services will be performed or Goods made. 8.4. Subject to Clause 8.2, in the event that notwithstanding Clauses 8.1. and 8.3. the Company is found liable for any loss suffered by the Customer that liability shall in no event exceed the price of the Goods and the Services under the Contract. 8.5. Subject to Clause 8.2, but notwithstanding anything else contained within this Contract in no circumstances shall the Company be liable to the Customer in Contract in tort or otherwise for any indirect incidental or consequential loss suffered by the Customer on account or any act or omission on the part of the Company. "Consequential loss" shall include (without limitation) loss of profit or goodwill or any other financial loss any payment made or due to a third party and any loss or damage caused to any property belonging to the Customer or any third party. 8.6. The Company accepts no

liability in respect of REACH Regulations 2006 where the Delivery Location is not in the EU. On delivery it is the responsibility of the Customer to comply with any regulations or applicable law regarding the import or export of the Goods. 8.7 For the avoidance of doubt, all Contracts are subject to any sales export or import controls that may in place at the time of the Contract as prescribed by the governments of the United Kingdom and/or USA and/ or any EU regulations. Any breach or suspected breach of such controls will invoke the Company's rights in clause 10.

9. **Force Majeure:** The Company shall not be liable or responsible for any loss or damage caused by delay in performance or non-performance of any of its obligations hereunder where the same is directly or indirectly caused by any circumstance whatsoever that is beyond the Company's reasonable control including but not limited to any government legislation, strike, lock-out or trade dispute (whether involving its own employees or those of any other person), failure of energy sources or transport network, acts of God, war or terrorism. Should any such event occur the Company may in its discretion cancel or suspend or initially suspend and then cancel the Contract wholly or in part without incurring any liability whatsoever for any loss or damage thereby occasioned.
10. **Right to Cancel or Delay:** Without prejudice to any other remedies the Company reserves the right to cancel forthwith or delay performance of the Contract or any other Contract between the Company and the Customer wholly or in part upon any breach, non-observance or non-performance by the Customer of any term condition or provision express or implied for the time being subsisting between the Company and the Customer. Such right extends to cancellation in the event that a Customer seeks to impose its own terms and conditions or any part of them on the Company.
11. **Termination:** Without prejudice to any other right or remedy available to the Company the Company shall be entitled to terminate the Contract forthwith by written notice where: 11.1. The Customer (being a company) passes a resolution for its winding up (unless the same be part of a reconstruction or amalgamation) or if any petition is presented for the appointment of an Administrator or a receiver or to wind up the company or an administrative receiver is appointed in

respect of any part the customer's undertaking or assets or if the customer is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 (or any re-enactment or further enactment thereof) or upon the happening of any similar or analogous event under any foreign jurisdiction ; or 11.2. If the Customer is in breach of any term of the Contract and (if such breach is capable of remedy) has failed to remedy within 21 days (or such other period as the Company may reasonably specify) following the Company's written notification of such breach.

12. **Intellectual Property Rights:** 12.1. All specifications, drawings, sketches, models, samples, designs, technical information or data and other proprietary information written, oral or otherwise (information) furnished to the Customer by the Company or on its behalf (whether relating to Goods and/or Services supplied or to be supplied by the Company to the Customer) and all rights therein (including without limitation, copyright, design right (registered or unregistered) and whether or not in fact registered) and any other like right in any part of the world shall remain the property of the Company and shall be returned promptly to the Company (together with all copies) at the Company's request save that upon payment in full by the Customer of all monies due to the Company under the Contract the Customer shall have a non-exclusive licence to use only such of the information that relates directly to the Goods or Services supplied to the Customer under the Contract and then only for the purposes of using the Goods or Services within the Customer's business and as agreed by the Company when it entered into the Contract. 12.2 Unless the Company has otherwise agreed in writing the Company shall be permitted to use (free of charge) all information prepared by the Customer in connection with the Contract for any purpose whatsoever and the Customer at the request and cost of the Company do all such things and such all such documents as may reasonably be required to perfect the Company's right so to do. 12.3. The Customer shall not in selling its products or in promoting the sale thereof make any reference to the Company's trademarks or brand names except with the previous written consent of the Company.
13. **Indemnity:** The Customer agrees to indemnify and at all times to hold the Company, its agents, employees, officers, subsidiaries associated companies and assigns indemnified from and against any and all liability damage loss cost or

expense directly or indirectly arising from or consequential losses from: 13.1. Any alleged or actual infringement of any patent registered design copyright trademark or other rights of any third party by the Company resulting from the manufacture and/or supply of any Goods by the Company or the performance of any Services by the Company (in either case in accordance with any design or other instruction of the Customer); or 13.2. Any act or omission in the performance of or in connection with any of the obligations undertaken by the Customer under the Contract whether by reason of the negligence of the Customer, its agents, employees or sub-contractor or their agents or employees or otherwise including without prejudice to the generality of the foregoing, any liability arising as aforesaid from any injury to any person or persons but excluding any such liability damage loss cost or expense arising directly from negligence on the part of the Company.

14. **Insurance:** The Customer will at all times insure and keep itself insured with a reputable insurance company against all insurable liability under the Contract and without prejudice to the generality of the foregoing against all the Customer's liabilities under Clause 13.
15. **Assignment and Sub-Contractors:** 15.1. The Customer shall not assign any of its rights or obligations under the contract. 15.2. The Company may in its absolute discretion: 15.2.1. Assign the contract in whole or in part; or 15.2.2. Sub-contract any of its obligations under the contract.
16. **Additional Rights:** The rights of the Company under the Contract shall be in addition to and without prejudice to those implied by or available at law or in equity.
17. **Waiver:** No waiver by the Company of any term of the Contract shall be deemed a further or continuing waiver of that or any other term of the Contract.
18. **Set-Off:** The Customer shall have no right to set-off and shall not be entitled to withhold payment of any monies due (whether under this contract or otherwise) for any reason.
19. **Data:** The data collected by the Company may be transferred to a destination outside of the European Economic Area. Such data may include personal data and by placing any orders for Goods the Customer agrees to this transfer of data. The Company will use all

steps reasonably necessary to ensure that Customers data is treated securely.

20. **Notices:** Any notice or communication required hereunder shall be in writing addressed to the relevant party and shall be deemed to have been sufficient served on the said party if left at or sent by facsimile transmission or registered or recorded delivery to the registered office (or any principal place of business) of such party. The same shall have been deemed to be received at the same time when handed to or left with the addressee or if served by post on the next succeeding day (not being a Saturday or Sunday or Bank Holiday) following the day of posting or if by facsimile at the time of despatch thereof.
21. **Enforceability:** If any of the terms hereof are held to be void or unenforceable by any reason of law they shall be void or unenforceable to that extent only and no further and all other items shall remain valid and fully enforceable.
22. **Heading:** The headings used in these Conditions are for ease of reference only and shall not affect the construction thereof.
23. **Law:** The constructions validity and performance of the contract shall be governed in all respects by English Law and the parties hereby submit to the non-exclusive jurisdiction of the English courts.

Aerospheres (U.K.) Ltd
(an Acorn Growth Company)
Unit 3,
Barratt Way Industrial Estate,
Harrow,
Middlesex,
HA3 5TJ,
United Kingdom