

## **TERMS AND CONDITIONS FOR SUPPLIER(S)**

### **1. Interpretation**

#### **1.1 Definitions:**

Authorised Person: a statutory director of Customer.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 13.3.

Confidential Information: any information of a confidential or proprietary nature concerning the business, affairs, customers, clients or suppliers of the Customer or of any member of its Group, including but not limited to information relating to operations, processes, plans, product information, recipes and formulations, know-how, designs, trade secrets, software, market opportunities and customers.

Contract: the contract between the Customer and the Supplier for the sale and purchase of the Goods and/or Services in accordance with these Conditions.

Customer: VN Labs Ltd (registered in England and Wales with company number 08792922).

Customer Materials: all and any materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier for the purpose of or in connection with the Contract and/or the Goods and/or Services, including all and any Intellectual Property Rights in the same.

Delivery Date: the date specified in the Order, or, if none specified, within 28 days of the date of the Order.

Delivery Location: the address for delivery of Goods and/or Services (as applicable) as set out in the Order.

Goods: the goods (or any part of them) set out in the Order.

Group: any subsidiary or holding company from time to time of the Customer, and any subsidiary from time to time of a holding company of the Customer, and reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee.

Intellectual Property Rights: patents, rights to Inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and

including all applications (or rights to apply) for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

Inventions: inventions, ideas and improvements, whether or not patentable, and whether or not recorded in any medium.

Mandatory Policies: the Customer's mandatory policies and procedures, including its Modern Slavery Policy and Anti-bribery and Anti-corruption Policy in each case as amended by the Customer from time to time.

Order: The Customer's order for the Goods and/or Services, as set out in the Customer's purchase order form.

Services: the services (or any part of them) set out in the Order.

Supplier: the person or firm from whom the Customer purchases the Goods and/or Services.

1.2 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted.

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

1.4 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.

1.5 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other only is specified.

## **2. Basis of Contract**

**2.1** These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

**2.2** The Order constitutes an offer by the Customer to purchase the Goods and/or Services in accordance with these Conditions.

**2.3** The Order shall be deemed to be accepted on the earlier of:

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

(b) the Supplier doing any act consistent with fulfilling the Order, at which point the Contract shall come into existence.

Each accepted Order shall be deemed to be a separate Contract between the parties. The Customer reserves the right, at its sole discretion, to cancel or revoke any Order submitted by it

prior to such acceptance, and once revoked or cancelled, the Order shall not be capable of acceptance in accordance with this clause 2.3.

**2.4** Notwithstanding Supplier acceptance of the Order, the Customer reserves the right to deem an Order non-binding on Customer where it is not signed by an Authorised Person and Supplier expressly agrees that Customer shall be permitted to cancel such Orders in whole or in part with immediate effect by giving Supplier notice whereupon Customer shall be released from all liability and obligation to Supplier in respect of such Order.

**2.5** The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in and documents of the Supplier that is inconsistent with these Conditions.

### **3. The Goods and Services**

**3.1** The Supplier shall ensure that the Goods and (where applicable) Services shall:

- (a) correspond with their description and any applicable specification, including any relevant designs or descriptions as agreed between the parties;
- (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement;
- (c) where they are manufactured products, be free from defects in design, material and workmanship and remain so for 12 months after delivery;
- (d) comply with all applicable statutory and regulatory requirements (in both the jurisdiction of the Customer and any additional jurisdiction(s) which are the destination for the Goods) including but not limited to those relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods; and
- (e) in the case of Services, be provided with all reasonable skill and care.

**3.2** The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

**3.3** The Customer may inspect and test the Goods and/or Services at any time before delivery and shall have the right to enter the Supplier's premises to inspect the Goods and the Supplier's facilities, equipment and raw materials. The Supplier shall remain fully responsible for the Goods and/or Services despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.

**3.4** If following such inspection or testing the Customer considers that the Goods and/or Services do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1,

the Customer shall be entitled to inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

**3.5** The Customer may conduct further inspections and tests after the Supplier has carried out its remedial actions, and clause 3.4 shall apply to any such further inspections and tests.

## **4. Delivery**

**4.1** The Supplier shall ensure that:

- (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- (b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered;
- (c) if the Supplier requires the Customer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier; and
- (d) it and its representatives observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises.

**4.2** The Supplier shall deliver the Goods and/or Services:

- (a) on the Delivery Date;
- (b) at the Delivery Location; and
- (c) during the Customer's normal business hours, or as instructed by the Customer.

**4.3** Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location.

**4.4** For the avoidance of doubt, time is of the essence in relation to delivery of the Goods and/or Services by the Supplier in accordance with clause 4.2.

**4.5** The Supplier shall not deliver the Goods in instalments without the Customer's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Customer to the remedies set out in clause 5.

## **5. Remedies**

**5.1** If the Goods and/or Services are not delivered on the Delivery Date, or do not comply with the undertakings set out in clause 3.1, then, without limiting any of its other rights or remedies, and

whether or not it has accepted the Goods and/or Services, the Customer may exercise any one or more of the following remedies:

- (a) to terminate the Contract;
- (b) to reject the Goods and/or Services (in whole or in part) and (where applicable) return them to the Supplier at the Supplier's own risk and expense;
- (c) to require the Supplier to repair, reperform or replace the rejected Goods and/or Services, or to provide a full refund of the price of the rejected Goods and/or Services (if paid);
- (d) to refuse to accept any subsequent delivery of the Goods and/or Services which the Supplier attempts to make;
- (e) to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods or services from a third party;
- (f) to claim damages for any other costs including professional charges, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract; and
- (g) recover losses associated to any lost business caused by the Supplier's breach of Contract.

**5.2** These Conditions shall apply to any repaired or replacement Goods and/or Services supplied by the Supplier.

**5.3** The Customer's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

## **6. Title and Risk**

Title and risk in the Goods and any outputs of the Services shall pass to the Customer on completion of delivery.

## **7. Price and Payment**

**7.1** The price of the Goods and/or Services shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date the Contract came into existence.

**7.2** The price of the Goods and/or Services excludes amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice and includes the costs of packaging, insurance and carriage of the Goods.

**7.3** No extra charges shall be effective unless agreed in writing with the Customer.

**7.4** The Supplier may invoice the Customer for price of the Goods and/or Services plus VAT at the prevailing rate (if applicable) on or at any time after the completion of delivery. The Supplier shall ensure that the invoice includes the date of the Order, the invoice number, the Supplier's

VAT registration number, and any supporting documents that the Customer may reasonably require.

**7.5** The Customer shall pay correctly rendered undisputed invoices within 30 days of receipt of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier.

**7.6** If a party fails to make any payment due to the other under the Contract by the due date for payment then the defaulting party shall pay interest on the overdue amount at the rate of 1.5% per annum above HBSC Bank plc'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 defaulting party shall pay the interest together with the overdue amount. This clause 7.6 shall not apply to payments the defaulting party disputes in good faith.

**7.7** The Customer may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier.

## **8. Indemnity and Non-Solicitation**

**8.1** The Supplier shall keep the Customer indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Customer as a result of or in connection with:

- (a) any claim made against the Customer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the supply, receipt or use (including any onward supply) of the Goods and/or Services;
- (b) any claim made against the Customer by a third party (including for death, personal injury or damage to property) arising out of or in connection with defects in Goods and/or Services;
- (c) any claim made against the Customer by a third party arising out of or in connection with the Goods and/or Services (as applicable), to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors; and
- (d) any breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.

**8.2** The Supplier undertakes to the Customer that during the length of the Contract and for 12 months after termination or expiry of the Contract (howsoever arising), that it shall not (and shall procure that no employee or other member of the Supplier shall):

- (a) carry on, be engaged or interested in or involved in any capacity with any business concern which is (or intends to be) in competition with the business of the Customer;

(b) canvass, solicit or endeavour to entice away, the business or custom of any client company or person who has been at any time during the period of 12 months immediately preceding termination, a client or customer of the Customer; or

(c) solicit or entice away from the Customer any person who had supplied goods and/or services to the Customer, if that solicitation or enticement causes or would cause such supplier to cease supplying or materially reduce its supply of, those goods and/or services to the Customer.

**8.3 Limit of Liability.** (a) Subject to clause 8.3(c) below, the Customer's total liability to the Supplier arising out of or in connection with the Contract shall not exceed the greater of: (i) £1,000; and (ii) 105% of the aggregate price of the Goods and Services.

(b) Subject to clause 8.3(c) below, the Customer shall under no circumstances whatsoever be liable to the Supplier for any indirect or consequential losses, loss of profit, revenue, business, custom, data or information, contracts, anticipated savings or any loss of or damage to goodwill.

(c) Nothing in the Contract shall exclude or limit any liability which cannot legally be limited including liability for fraud or fraudulent misrepresentation.

**8.4** The Supplier warrants, represents and undertakes that the Goods and Services (including the supply, receipt or use (including any onward supply) of the Goods and/or Services by the Customer) does not and will not infringe the rights (including Intellectual Property Rights) of any third party.

**8.5** This clause 8 shall survive termination of the Contract.

## **9. Insurance**

During the term of the Contract and for a period of three years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract and shall, on the Customer's request produce both the insurance certificate giving details of cover and the receipt for the current years premium in respect of each insurance.

## **10. Compliance with relevant laws and policies**

**10.1** In performing its obligations under the Contract, the Supplier shall comply with all applicable laws, statutes, regulations and codes from time to time in force and the Mandatory Policies.

**10.2** Without limitation to the generality of Condition 10.1, the Supplier shall comply with all applicable laws relating to (i) anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010 (together "Bribery Laws"); and (ii) anti-slavery and human trafficking laws including the UK Modern Slavery Act 2015 ("Slavery Laws") and shall not do anything that shall place the Customer in breach of such laws. The Supplier shall not engage in any activity,



practice or conduct which would constitute an offence under sections 1, 2 or 6 of the UK Bribery Act 2010; or sections 1, 2 or 4 of the UK Modern Slavery Act 2015 in each case as if such activity, practice or conduct had been carried out in the UK. The Supplier shall have and shall maintain in place throughout the term of the Contract its own policies and procedures (including adequate procedures for the purposes of the UK Bribery Act 2010) to ensure compliance with Bribery Laws and Slavery Laws and will enforce them as appropriate. The Supplier shall permit the Customer and/or its representatives on reasonable notice to perform such audit and/or verification of the Supplier and/or its records and/or premises as reasonably required by the Customer to verify the Supplier's compliance with the Contract.

**10.3** The Customer may immediately terminate the Contract for any breach of clause 10.

## **11. Termination**

**11.1** The Customer may terminate the Contract in whole or in part at any time before delivery with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. In the event of termination in accordance with this clause 11.1, the Customer shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods and/or Services (as applicable) at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

**11.2** Without limiting its other rights or remedies, the Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if:

(a) the Supplier commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of being notified in writing to do so;

(b) the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), obtaining a moratorium, 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, in connection with any analogous procedure in the relevant jurisdiction;

(c) the Supplier takes any step or action in connection with the Supplier being made bankrupt, entering any composition or arrangement with his creditors, having a receiver appointed to any of his assets, or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(d) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

(e) the Supplier's financial position deteriorates to such an extent that in the Customer's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

**11.3** Termination or expiry of the Contract however arising shall not affect any of the parties' rights and remedies that have accrued as at termination.



**11.4** Clauses that expressly or by implication survive termination or expiry of the Contract shall continue in full force and effect.

**11.5** The Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of being notified in writing to do so.

## **12. Force Majeure**

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from an event circumstance or cause beyond its reasonable control. If the period of delay or non-performance continues for 30 days, the party not affected may terminate this Contract immediately by giving written notice to the affected party.

## **13. General**

### **13.1** Assignment and other dealings

(a) The Customer may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract.

(b) The Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Customer.

**13.2** Entire Agreement. This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

**13.3** Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless agreed in writing and signed by an Authorised Person of the Customer.

**13.4** Waiver. Except as set out in clause 2.4, a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. 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 or prevent or restrict the further exercise of that or any other right or remedy.

**13.5** Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of the Contract.

**13.6 Confidentiality.** (a) The Supplier undertakes that it shall not at any time disclose to any person any Confidential Information except as permitted by clause 13.6(b).

(b) The Supplier may disclose Confidential Information only:

(i) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising its rights or carrying out its obligations under or in connection with the Contract. The Supplier shall ensure that its employees, officers, representatives or advisers to whom it discloses Confidential Information comply with this clause 13.6 and the Supplier shall be responsible for any breach by any such person; and

(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) The Supplier shall not use Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

## **14. Governing Law and Jurisdiction**

**14.1** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales.

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

## **15. Third Party Rights**

No one other than a party to this Contract (or their successors and permitted assignees) and members of the Customer's Group shall have any right to enforce any of its terms. A person or party who is not a party to this Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Conditions.

## **16. Notices**

**16.1** Any notice given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service or commercial courier or by email.

**16.2** A notice shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 16.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.

**16.3** The provisions of this clause 16 shall not apply to the service of any proceedings or other documents in any legal action.

## **17. Intellectual Property**

**17.1** The Supplier shall give the Customer full written details of all Inventions and of all works embodying Intellectual Property Rights made wholly or partially by the Supplier at any time during the course of performance of this Contract. The Supplier acknowledges that all Intellectual Property Rights subsisting (or which may in the future subsist) in all such Inventions and works and any other Intellectual Property Rights created by or on behalf of the Supplier in the course of performance of this Contract shall be owned by the Customer and shall automatically, on creation, vest in the Customer absolutely. To the extent that they do not vest automatically, the Supplier holds them on trust for the Customer. The Supplier agrees promptly to execute all documents and do all acts as may, in the Customer's opinion, be necessary to give effect to this clause 17.1.

**17.2** The Supplier hereby irrevocably waives all moral rights under the Copyright Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which the Supplier has or will have in any existing or future works referred to in clause 17.1.

**17.3** The Supplier irrevocably appoints the Customer to be the Supplier's attorney in the Supplier's name and on the Supplier's behalf to execute documents, use the Supplier's name and do all things which are necessary or desirable for the Customer to obtain for it or the Customer's nominee the full benefit of this clause.

**17.4** To the extent that the Customer supplies any Customer Materials to the Supplier for the purpose of or in connection with the Contract, the Customer grants the Supplier a limited, non-exclusive, royalty-free, non-transferable licence (without the ability to grant sub-licenses) to use those Customer Materials and any Intellectual Property Rights subsisting in those Customer Materials provided by the Customer to the Supplier for the term of the Contract for the sole purpose of providing the Goods and/or Services to the Customer, and for no other purpose. This limited licence shall terminate automatically on termination of the Contract or on expiry or completion of performance of the Contract or otherwise immediately on written notice by the Customer. The Supplier acknowledges that all rights in the Customer Materials are and shall remain the exclusive property of the Customer or its Group or, if applicable, its licensor(s).

**17.5** The Supplier shall hold all Customer Materials in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose of or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation.

**17.6** On termination or expiry of the Contract, or otherwise at the written request of the Customer, the Supplier shall promptly: (i) return to the Customer all Customer Materials; (ii) return to the Customer all documents and materials (and any copies) containing Confidential Information; (iii) erase all Confidential Information and Customer Materials from its computer systems (to the extent possible); and (iv) on request, certify in writing that it has complied with the requirements of this clause 17.6.