

## TERMS AND CONDITIONS OF SALE

The Sale of products and services (“Products”) by Astute and its divisions, subsidiaries, and affiliates (“Astute”) are subject to these terms and conditions (“Agreement”) regardless of other or additional terms or conditions that conflict with or contradict this Agreement in any purchase order, document, or other communication (“Order”). Pre-printed terms and conditions any document of customer (“Customer”) (for example: Orders or confirmations) and/or Astute’s failure to object to conflicting or additional terms will not change or add to the terms of this Agreement.

1. **ORDERS.** Quotes from Astute are invitations to tender and are subject to change at any time without notice. All orders are subject to acceptance by Astute. Contracts between Customer and Astute are formed upon Astute’s written acceptance or execution of Customers order and shall be subject to this Agreement. All orders including, but not limited to, Electronic Purchase Orders, for Products identified by Astute as non-standard or “NCNR”, are non-cancelable, non-returnable. Astute may identify products as non-standard or “NCNR” by various means including, but not limited to, quotes, Scope of Services, Products lists, attachments or exhibits. Customer may not change, cancel or reschedule Orders for standard Products without Astute’s consent. Astute reserves the right to allocate the sale of Products among its Customers.
2. **PRICES.** Prices are subject to change at any time. Prices are for Products only and do not include taxes, shipping charges, freight, duties, and other charges or fees, such as fees for special packaging and labelling of the Products, permits, certificates, customs declarations and registration (collectively, “Additional Fees”). Customer is responsible for any Additional Fees.
3. **TERMS OF PAYMENT.** Payment of the total invoice amount, without offset or deduction, is due 30 days from the invoice date or as otherwise approved in writing by Astute.

At any time, Astute may change the terms of Customer’s credit, require financial data from Customer for verification of Customer’s creditworthiness, require a bank guarantee or other security, or suspend any outstanding Orders of Customer. Astute may apply payments to any of Customer’s accounts. If Customer defaults on any payment under this agreement, Astute may reschedule or cancel any outstanding delivery and declare all outstanding invoices due and payable immediately. Unless otherwise provided by applicable law, any credit issued by Astute to Customer in respect of any Customer’s accounts will expire if unused for twelve (12) months following the date of issuance of such credit.

4. **DELIVERY.** Any time or date quoted by us for delivery is given and intended as an estimate only. Whilst every endeavour will be made to meet an estimated delivery time, we shall not be liable to make good any damage or loss whether arising directly or indirectly out of delay in delivery.  
We reserve the right to deliver in instalments against any order.  
Non-delivery must be reported immediately in writing to us and to the carrier within 7 days of the date of dispatch. Where we tender delivery in accordance with the Contract and the Buyer either refuses to accept delivery at that time or subsequently returns the Goods without cause, he shall be deemed to be in breach of the contract and we shall be entitled to treat the order or any relevant part of it as cancelled by the Buyer (without prejudice to any other rights we may have).  
When delivery is delayed for reasons attributable to the Buyer or his agents, storage and other additional cost will be charged to the Buyer and the Goods will be at the Buyer’s risk from the commencement of such delay. We reserve the right to invoice the Goods at the original delivery date.  
Buyers outside the UK are responsible at their own expense for obtaining any import license required in the country for which the Goods are destined.
5. **ASTUTE’S LIMITED WARRANTY.** Astute will pass through to Customer any transferable Product warranties, indemnities and remedies provided to Astute by the manufacturer, including any warranties and indemnities for intellectual property infringement  
All products delivered by Astute procured without manufacturer’s warranty shall be guaranteed for 10 years with the attributes of fit, form and functions.
6. **PRODUCT RETURN.** Customer may return Products to Astute only with a return material authorisation (“RMA”) number issued by Astute. Customer must notify Astute in writing of any damage to the outer packaging or the Products, shortage, or other discrepancy (“Visual Defect”) within three (3) days after receipt of the shipment; otherwise, Customer is deemed to have accepted the Products and may not revoke acceptance. RMA’s will be issued only for Visual Defects created solely by Astute or the original manufacturer, and only if Customer satisfies the notice requirement. RMA’s will not be granted for damage, shortage, or other discrepancy created by Customer, the carrier or freight provider, or any other third party. Product return pursuant to a warranty requires written notice from Customer to Astute within the warranty period detailing the Product defect. Customer must return the Products to Astute freight prepaid in original manufacturer’s shipping cartons or equivalent, along with acceptable proof of purchase, within the warranty period and as specified in the RMA. At Astute’s discretion, Astute will return all Products not eligible for return to Customer, freight collect, or hold Product for Customer’s account at Customer’s expense.
7. **LIMITATION OF LIABILITY.** To the extent permitted by law, neither Astute nor its employees or agents are liable for and Customer is not entitled to any indirect, special, incidental or consequential damages (for example, loss of profits or revenue, loss of data, loss of use, rework, manufacturing expense, injury to reputation, or loss of Customers). To the extent permitted by applicable law, Customer’s recovery from Astute for any direct damages will not exceed the price of the Product at issue. To the extent the preceding limitation of liability is deemed invalid under applicable law, Astute’s total liability in any event will not exceed USD 50,000 or the equivalent thereof. Customer will indemnify, defend and hold Astute harmless from any claims based on: (i) Astute’s compliance with Customer’s designs, specifications, or instructions, (ii) modification with other product by anyone other than Astute, or (iii) use of Products in combination with other products or in violation of clause 9 below.

## TERMS AND CONDITIONS OF SALE

- 8. FORCES BEYOND ASTUTE'S CONTROL.** Astute is not liable for failure to fulfil its obligations under this Agreement due to causes beyond its reasonable control (for example: acts of nature, acts or omissions of the Customer, operational disruptions, man-made or natural disasters, epidemic medical crisis, materials shortages, strikes, criminal acts, delays in delivery or transportation, or inability to obtain labour or materials through its regular sources).
- 9. USE OF PRODUCTS.** Customer shall comply with the manufacturer's or supplier's Product specifications. If Customer uses or sells the Products for use in any such applications or fails to comply with the manufacturer's Product specifications, Customer acknowledges that such use, sale, or non-compliance is at Customer's sole risk.
- X-Ray.** All x-ray testing carried out by Astute shall be deemed as non-destructive unless advised otherwise by the Customer or end user.
- 10. EXPORT/IMPORT.** Certain Products and related technology and documentation sold by Astute are subject to export control laws, regulations and orders of the United Kingdom, the European Union, the United States, and/or other countries ("Export Laws") The Customer shall comply with such Export Laws and obtain any license, permit or authorisation required to transfer, sell, export, re-export or import the products and related technology and documentation. The Customer will not export or re-export the Products and related technology and documentation to any country or entity to which such export or re-export is prohibited, including any country or entity under sanction or embargoes administered by the European Union, United Nations, U.S Department of Treasury, U.S. Department of Commerce or U.S. Department of State. The Customer will not use the goods if they are or may be intended, in their entirety or in part, for use in connection with the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons, or other nuclear explosive devices or the development, production, maintenance or storage of missiles capable of delivering such weapon
- 11. PRODUCT INFORMATION.** Product information (for example, statements or advice (technical or otherwise) advertisement content, and information related to a Product's specifications, features, export/import control classifications, uses or conformance with legal or other requirements) is provided by Astute on an "AS IS" basis and does not form a part of the properties of the Product. Astute makes no representation as to the accuracy or completeness of the Product information, and **DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND LIABILITIES UNDER ANY THEORY WITH RESPECT TO THE PRODUCT INFORMATION.** Astute recommends Customer validates any Product information before using or acting on such information. All Product information is subject to change without notice. Astute is not responsible for typographical or other errors or omissions in Product information.
- 12. ELECTRONIC ORDERS.** In the event that any part of the purchase and sale of Products, including Customer's NCNR acknowledgement, utilises electronic data interchange, Customer's internal portal or third-party portal, or any other electronic means ("Electronic Purchase Order") this Agreement will continue to apply to the purchase and sale of Products between Customer and Astute. Customer's acceptance of Astute's acknowledgement request or Astute's specification of details with respect to Electronic Purchase Orders via writing, email or other electronic data interchange shall be binding on Customer
- 13. GENERAL.**
- A. This agreement shall be governed, construed, and enforced in accordance with the laws of the country where the Astute entity that accepted Customer's Order ("Governing Country") is located. The courts of the Governing Country shall have jurisdiction and venue over all controversies arising out of, or relating to, this Agreement. If the Governing Country is the United States of America, the laws and courts of the State of Virginia will apply without reference to Virginia's conflict of laws principles. The United Nations Convention for the International Sale of Goods shall not apply.
- B. Customer may not assign this Agreement without the prior written consent of Astute and Astute's affiliates who may perform Astute's obligations under this Agreement. This Agreement is binding on successors and assigns.
- C. This Agreement can only be modified in writing signed by authorised representatives of both Astute and Customer.
- D. Astute and Customer are independent contractors and agree that this Agreement does not establish a joint venture, agency relationship, or partnership.
- E. Astute's failure to object to any document, communication, or act of Customer will not be deemed a waiver of any of these terms and conditions.
- F. The unenforceability of any of these terms or conditions will not affect the remainder of the terms and conditions.
- G. Products, including software or other intellectual property, are subject to any applicable rights of third parties, such as patents, copyrights and/or user licences, and Customer will comply with such rights.
- H. Customer and Astute will comply with applicable laws and regulations.
- I. The parties agree to use electronic signatures and agree that any electronic signatures will be legally valid, effective and enforceable.