

Standard Terms and Conditions of Service

Refer to Contract Management Process (I.BMS.CTR000.PRD001) before using this document.

1. Definitions

1.1 The following definitions shall have the following meanings within the context of the Contract Terms and Conditions:

- a) "Ultra" shall mean Ultra Nuclear Limited, trading as Ultra Energy.
- b) "Customer" shall mean the person or company identified on the Face of the Order.
- c) "The equipment" shall mean instruments, instrumentation system or laboratory equipment/
- d) "The Term" shall mean the period.
- e) "The Parties" shall mean the Customer and Ultra, and "Party" shall either mean the customer or Ultra depending on the context.

1.2 The condition and paragraph headings used herein are for purposes of convenience or reference only. They shall not be used to explain, limit or extend the meaning of any part of this Contract.

1.3 The Customer agrees that any Terms or Conditions of business published or issued by him, or any Terms or Conditions of Contract or general reservations which may be printed on any correspondence or documents emanating from him, shall not be applicable and that these Conditions, having been read and understood, shall govern the Contract.

1.4 Any resulting Contract as laid out on Service Contract Quotation (NCS448), shall be subject to these Terms and Conditions. These Terms and Conditions are subject to change by Ultra without written notice.

2. Service Time

2.1 Service, repair work and Preventative maintenance visits will be made during normal working hours, 8:00am to 4:30pm Monday to Thursday and 8:00am to 1:00pm Friday, excluding Public Holidays unless specified to the contrary. However, if Ultra accept a service request requiring attendance at times other than those specified above, Ultra reserves the right to make an additional charge to the Customer for such service at its normal service rate.

3. Obligations to Provide Service

3.1 Ultra will carry out all service and repair work necessitated by normal usage of the equipment in accordance with the instructions provided by Ultra for usage and operation.

3.2 Ultra will make maintenance visits if applicable, for which every effort will be made to arrange mutually agreed times. Dependent on instrument type, the maintenance visit will take the form of preventive maintenance or where such preventative maintenance work is not applicable, an instrument performance check.

3.3 During Preventative maintenance visits, Ultra will replace without charge to the Customer all parts of the equipment which are required to perform the maintenance work unless specified to the contrary.

3.4 Ultra will repair all parts of the equipment which Ultra accept have failed during the normal use of the equipment unless such parts have reached the end of their useful life, which shall be agreed between the Parties.

3.5 The Customer acknowledges and agrees that Ultra will be the exclusive supplier of the Services to be performed under this Contract. The Customer is at no time entitled to enter into Contracts and agreements with other suppliers for the provision of any similar Services.

4. Maintenance Equipment

4.1 Ultra will provide the labour, tools and test equipment (excluding sources) to carry out the said service and repair work and to install replacement parts.

5. Exclusions

5.1 This Contract does not cover any service, repair or replacement made necessary by;

- a) Any wilful act, negligence, abuse, misuse of the equipment by any person whatsoever, or By accident including but not limited to: acts of God (flood, earthquake or hurricane), embargo, any acts of the UK and US government, fire, accident, war, riot, inclement weather, strikes, lockouts, trade disputes or breakdown of plant or machinery.
- b) Any use of equipment by a third party not being an employee of the customer acting in the course of his employment, or
- c) Failure to observe the proper operating procedures laid down by the manufacturer which may in some cases involve routine service work which is the responsibility of the Customer, or
- d) Contamination of detectors which is not attributable to equipment malfunction, or
- e) Any service, repair work or replacement parts involved in or necessitated by changes in set up, or location of the equipment. Ultra will quote for carrying out any such service, repair or replacement.

5. Consumable Items

5.1 Consumable items are not covered by the Terms of this Contract and are deemed to be such items that are used upon a regular basis in the operation of the equipment unless destroyed or made unusable due to equipment malfunction.

5.2 Consumable items include but are not restricted to the following: labels, filters, filter holders, paper, printer ribbons, print heads, detector windows, UPS batteries, HFC foils, HFC gaskets, pump vanes, pump filters and installed cables / gas lines.

6. Customer's Responsibilities

6.1 Where the equipment covered by the Contract is being used with samples or material of any kind, which may constitute an abnormal hazard to any member of Ultra staff required to work on the equipment in order to fulfil the obligations of this Contract, it is the Customer's responsibility to ensure that such hazard which may constitute an abnormal is removed by effective decontamination. Such decontamination should be performed and documented as having been performed prior to commencement of servicing the equipment.

7. Software Upgrades and Support

7.1 Firmware upgrades will be made available to the Customer at an additional charge.

7.2 Software support will cover bug fixes and updates that are critical to the operation of the software system supplied. Where possible (access through the client firewall will be arranged) support will be provided via a remote link. Alternatively a site visit will be made to provide support.

7.3 Software Version Upgrades will be offered to all service Contract clients when they become available. These will be implemented during a Preventative Maintenance visit where possible. Ultra will provide a quotation upon request for configuration, installation, commissioning and third-party software licenses where required.

7.4 Client requested software revisions / enhancements are not covered under this Contract. Ultra will provide a quotation upon request for configuration, installation and commissioning.

8. Warranty Period

8.1 The warranty period for any repaired part of the equipment shall be one (1) year from the date of repair. In the case of shipments related to warranty repairs, the customer will bear the shipping costs for shipments to Ultra and Ultra will bear the shipping costs for shipments to the customer. The Party bearing the shipping costs, has the exclusive choice of the method of shipping.

9. Price and Terms of Payment

9.1 During the Term, the Customer will pay to Ultra the annual fees set out and any other sums which may become payable pursuant to the Terms of this Contract. All amounts payable under this Contract shall be paid net thirty (30) days, from the date of the invoice and shall become due in the amounts and at the times specified within the Contract.

9.2 Any additional or unscheduled services to be provided by Ultra outside of the Agreement, will be quoted for separately.

9.3 All prices quoted shall be exclusive of Value Added Tax, such taxes will be added to Ultra's invoice at the rate prescribed by current relevant legislation. The Customer shall pay Ultra within the specified payment terms of the date of Ultra's invoice. All other charges due to Ultra pursuant to the Terms of the Contract shall be invoiced monthly.

9.4 The Contract is calculated on the assumption that our Engineer will be allowed suitable access to the Customer's site to work on the system and to take a car on site. Any delays due to the failure of access may be charged extra at an hourly rate.

10. Ultra's Warranty

10.1 Ultra warrants that it will provide the services in a proper and professional manner at all times. It will exercise the reasonable standards of skill, care and diligence in the performance of the Services. It will retain a sufficient number of personnel with the expertise required to provide the Services; and its personnel possesses the required skills and experience required to provide the Services.

11. Contract Duration

11.1 The Term shall be specified in the Service Agreement from the date specified and shall continue for subsequent periods of one year unless cancelled by either party giving to the other not less than 90 days prior notice of cancellation, such notice to expire on any anniversary of the starting date.

12. Liability of Parties

12.1 Ultra shall not in any circumstances, be liable to the Customer in contract, tort (including negligence and breach of statutory duty) or otherwise, for loss, whether direct or indirect, of profits, business or anticipated savings or for any indirect, special or consequential loss, howsoever caused or arising.

12.2 Nothing in the Contract shall be effective to exclude or restrict the liability of either Party for death or personal injury caused by the negligence of its employees, agents or subcontractors.

12.3 Nothing in the Contract shall be effective to exclude or restrict the liability imposed by the Consumer Protection Act 1987 for damage caused by defective products except to the extent permitted by that Act.

12.4 The liability of Ultra to the Customer for direct loss or damage to property, whether in Contract, tort (including negligence and breach of statutory duty) or otherwise arising out of or in connection with Ultra's performance of or its total or partial failure to perform its obligations under this Contract, shall, in respect of any one incident or series of incidents attributable to the same clause, be limited in the aggregate to the total sum of the Contract.

12.5 Except to the extent explicitly stated elsewhere in the Contract, Ultra accepts no liability for the accuracy of any representations, statements made, or advice given or the consequences of reliance by the Customer thereon.

12.6 The Customer shall indemnify and hold Ultra harmless against any damages, charges or costs (including court costs and legal fees) arising from any actions, claims or proceedings brought by a third party alleging loss or damage arising out of Ultra's performance or total or partial failure to perform its obligations under the Contract.

13. Force Majeure

13.1 Ultra shall not be liable to the Customer for failure to fulfil any obligation hereunder whether in full or in part where such failure was due to any circumstances beyond Ultra's reasonable control including but not limited to: Acts of God, war, terrorist acts, riots, any laws, orders, rules, ordinances, regulations, restrictions, declarations, or directives promulgated by any federal, state or local government body, fires, floods, epidemics, pandemics, quarantine

restrictions, freight embargoes, strikes or unusually severe weather, but shall exclude Ultra's non-compliance with any rule, regulation or order promulgated by any government agency for or with respect to environmental protection.

14. Cancellation of Contract

14.1 The cancellation of Contract must be given in writing by the Customer and is not operative until written confirmation of Ultra's acceptance thereof has been received by the Customer. Ultra reserves the right to refuse acceptance of any cancellation without assigning any reason.

14.2 Ultra's acceptance of Contract cancellation can only be on the condition that the Customer agrees to pay a cancellation fee of £950 or 10% of the contract value (whichever is the greater).

15. Notices

15.1 All notices to be sent by one Party to the other under or in connection with the Contract shall be delivered by hand or sent by registered post to the registered address of the Parties as specified in the Contract.

16. Rights of Third Parties

16.1 The provisions of the Contracts (Rights of Third Parties) Act 1999 are specifically excluded from this Contract. This Contract is mutually exclusive between the Parties unless otherwise identified within the Contract.

17. Modification & Amendments

17.1 No modification, alteration, or changes of the Terms of the Contract shall be binding upon Ultra unless in writing and signed by an authorised operative of Ultra.

17.2 The Customer shall not be entitled to assign the benefit of the Contract except affiliate or subsidiary companies of the Contract without the written consent of Ultra.

18. Entire Agreement

18.1 The Contract is the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior agreements, negotiations, representations and proposals, whether written or oral. No amendment to the Contract shall be valid unless agreed by Ultra in writing.

19. Law, Jurisdiction, Disputes, Waiver and Severance

19.1 The Contract shall be governed and construed in accordance with English Law, and is subject to this exclusive jurisdiction of English Courts. These Conditions do not derogate and are in addition to Ultra's rights under statute and common law.

19.2 Any dispute arising under the Contract shall in the first instance be resolved using a method of internal management escalation. If after 30 (thirty) calendar days (unless otherwise mutually agreed) the dispute still remains unresolved, then the Parties agree to refer the matter for resolution in accordance with the Arbitration Act 1996, or for non-UK customers via the International Chamber of Commerce, the place of Arbitration shall be London. The decision arising from such arbitration shall be final and binding. The Parties agree to equally share the costs of such arbitration irrespective of the decision.

19.3 No exercise, failure to exercise or delay in exercising any right, power or remedy vested in any Party under or pursuant to the Contract shall constitute a waiver by that Party of that or any other right, power or remedy.

19.4 Should any provision of the Contract be deemed invalid, illegal or void, then that provision shall be deemed severed from the Contract which shall continue in force notwithstanding such severance. The Parties shall negotiate in good faith in order to agree Terms of a mutually acceptable and satisfactory alternative in place of the severed position.

20. Export

20.1 The fulfilment of the Contract is conditional upon the following:

- a) All necessary export licences, permits, licences and other permissions being obtained by the Customer from the relevant authorities for the destination and intended use of the Equipment and/or services;
- b) If Ultra is required to have any permit or licence from any governmental or other regulatory authority, such permit or licence being granted to Ultra at the required time;
- c) The customer shall comply with all relevant statutes, rules and regulations and bye-laws, affecting its obligations and the performance of the Agreement (including any laws and regulations concerning the export, re-export or import of Equipment, technology or technical data and Services) and shall obtain at its own costs and expense all necessary permits and licences.
- d) If the Customer transfers any Equipment (hardware and/or software and/or technology as well as corresponding documentation regardless of the mode of provision) delivered or performed by Ultra or Services (including all kinds of technical support) to a third party, the customer shall comply with all applicable national and international (re-) export control regulations.

21. Anti-Bribery

- 21.1 The Customer shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements").
- 21.2 The Customer shall be responsible for the observance and performance of the Relevant Requirements, and shall ensure that any person associated with the Customer, including but not limited to any subcontractor(s) or agent(s), who are performing services or providing goods in connection with the Order shall comply with this Condition 21.
- 21.3 Notwithstanding any other provision set out in the Order in the event of any breach or alleged breach of this Condition 21 by the Customer as determined by Ultra, Ultra shall be entitled, at any time and without liability, to immediately terminate the Order. The Customer shall be responsible for and shall indemnify and hold harmless Ultra from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities however so arising in respect of any breach or alleged breach of this condition 21.
- 21.4 For the purpose of this Condition 21, the meaning of "Adequate Procedures" and "Foreign Public Official" and whether a person is associated with another person shall be determined in accordance with the Bribery Act 2010.