

Terms and Conditions of Purchase

1. INTERPRETATION

1.1. In these Terms and Conditions:

Contract means the agreement between the Customer and the Supplier for the sale and purchase of Goods or the provision of Services in accordance with these Conditions and the detail of the Order including any specific terms agreed and recorded in the Order.

Customer means Quantum Detectors Ltd, R103 Rutherford Appleton Laboratory, Harwell Campus, Oxford, OX11 0QX, UK.

Goods means the items detailed in the Order.

Order means the Customer's order for the Goods or Services and any specific terms agreed, both as recorded in the Customer's purchase order.

Services means any services detailed in the Order.

Specification means any specification for the Goods or Services provided to or agreed with the Supplier by the Customer.

Supplier means the company, sole trader or partnership supplying the Goods or Services to the Customer and includes its employees, agents and subcontractors.

2. BASIS OF CONTRACT

2.1. These Conditions and any specific terms agreed and recorded in the Order 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 or course of dealing. In the event of a conflict between these Conditions and any specific terms agreed and recorded in the Order, the terms of the purchase order shall take precedence.

2.2. The Order constitutes an offer by the Customer to purchase the Goods or Services in accordance with these Conditions. The Order shall be deemed to be accepted and the Contract shall come into existence on the earlier of (i) the Supplier issuing a written acceptance of the Order, or (ii) the Supplier doing any act consistent with fulfilling the Order.

3. THE GOODS AND SERVICES

3.1. The Supplier shall ensure that the Goods:

3.1.1. correspond with the Order and the Specification;

3.1.2. are of satisfactory quality and are fit for any purpose held out by the Supplier or made known to the Supplier by the Customer expressly;

3.1.3. are free from defects in material, design (unless designed by the Customer) and workmanship;

3.1.4. comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery.

3.2. The Supplier shall ensure that the Services:

3.2.1. correspond with the Order and the Specification in all material respects;

3.2.2. are performed with no less than reasonable skill and care by appropriately qualified and experienced individuals;

- 3.2.3. are delivered promptly and within any agreed timetable.
- 3.3. In the event that the Supplier uses a subcontractor to provide any or all of the Goods or Services the Supplier shall:
 - 3.3.1. assume responsibility for the quality of goods or services supplied by the subcontractor and for the subcontractor's performance, including any delay;
 - 3.3.2. indemnify the Customer against any cost, loss or liability incurred by the Customer as a result of any action or omission of the subcontractor.

4. DELIVERY

- 4.1. Title in the Goods shall pass to the Customer on delivery save that the Customer may subsequently reject the Goods as set out below.
- 4.2. The Supplier shall:
 - 4.2.1. deliver the Goods properly packed and secured;
 - 4.2.2. ensure that the Goods are accompanied by a delivery note which shows the date of the Order, the purchase order number (if any), the Supplier delivery reference number, the type and quantity of the Goods and any special storage instructions.
- 4.3. The Supplier shall deliver the Goods:
 - 4.3.1. on the date specified in the Order, or, if no such date is specified, within 28 days of the date of the Order;
 - 4.3.2. to the delivery address shown on the Order or as instructed by the Customer prior to delivery;
 - 4.3.3. during the Customer's normal business hours, or as instructed by the Customer.
- 4.4. If the Supplier:
 - 4.4.1. delivers 20% less than the quantity of Goods ordered, the Customer may reject the Goods; or
 - 4.4.2. delivers 10% more than the quantity of Goods ordered, the Customer may at its discretion reject the Goods or the excess Goods.
 - 4.4.3. without having prior consent from the Customer, delivers the Goods more than 30 days earlier than the date specified in the Order, the Customer may accept the Goods but not make payment until the delivery date specified in the Order.
- 4.5. Any rejected Goods remain at the Supplier's risk and shall be returned at the Supplier's risk and expense.

5. REMEDIES

- 5.1. If the Goods or Services fail to meet the Specification, or are not of the required quality, or (in the case of Services) are not performed with reasonable skill and care by appropriately qualified and experienced individuals the Customer may, at the Customer's discretion:
 - 5.1.1. cancel the Order;
 - 5.1.2. in the case of Goods, reject the Goods and require the Supplier to repair or replace the rejected Goods within a reasonable time, or to provide a full refund of the price paid;
 - 5.1.3. in the case of Services, require the Supplier, at no further cost to the Customer, to repeat the Services or to take steps to fulfil the Specification;
 - 5.1.4. recover from the Supplier any direct costs incurred by the Customer as a result of the failure including (but not limited to):

- 5.1.4.1. the reasonable costs incurred in obtaining substitute Goods or services of the required specification or quality, repairing or adapting the Goods, and/or storing, transporting or insuring the Goods;
- 5.1.4.2. any charge or cost imposed on the Customer or incurred by the Customer's customer and arising directly from the failure.
- 5.2. Where the Goods or Services are not provided on the due date or in accordance with any agreed timetable:
 - 5.2.1. the Supplier shall pay the Customer reasonable compensation in respect of the costs actually or reasonably likely to be incurred by the Customer as a direct result of the delay; and/or
 - 5.2.2. the Customer may cancel the Order.
- 5.3. These Conditions shall apply also to any repaired or replacement Goods or repeated Services supplied by the Supplier.

6. INDEMNITY AND INSURANCE

- 6.1. The Supplier shall indemnify the Customer in full against all costs, expenses, damages and losses (whether direct or indirect) suffered or incurred by the Customer in connection with any claim made:
 - 6.1.1. for actual or alleged infringement of a third party's rights in connection with the supply or use of the Goods or Services, to the extent that the claim is attributable to the Supplier's acts or omissions;
 - 6.1.2. in connection with the supply of the Goods or Services, to the extent that such claim arises out of any breach, negligence or delay by the Supplier; and
 - 6.1.3. for death, personal injury or damage to property arising in connection with defects in the Goods or Services, to the extent that the defect is attributable to the acts or omissions of the Supplier.
- 6.2. The Supplier shall, at all material times, maintain adequate insurance on an event basis.

7. PRICE AND PAYMENT

- 7.1. The price of the Goods or Services shall be the price set out in the Order. The price is exclusive of VAT but includes packaging, insurance and carriage costs, except where such costs are set out separately in the Order. No extra charges shall be effective unless agreed in writing and signed by the Customer.
- 7.2. The Supplier may invoice the Customer on or at any time after delivery or as agreed and recorded in the Order and the Customer shall pay correctly rendered invoices within 30 days of receipt, unless circumstances in clause 4.4.3 apply in which case the invoice will be due on the delivery date recorded in the Order.
- 7.3. Payment shall be made to the Supplier's nominated bank account.

8. CONFIDENTIAL INFORMATION AND GDPR

- 8.1. The Supplier shall keep secure and strictly confidential the Order and all information received from the Customer in whatever form, and shall not disclose it to third parties without the prior written permission of the Customer.

- 8.2. Each of the Supplier and the Customer shall comply with their obligations under the relevant data processing laws as are applicable from time to time, including the UK General Data Protection Regulations and the UK Data Protection Act 2018 from time to time in force.
- 8.3. The Supplier acknowledges that the Customer will process information about the Supplier's business, and individuals employed or engaged by the Supplier, including but not limited to names, telephone and email contact details, and records of calls or communications with the Customer. The Customer uses this information for the purpose of entering into this Contract, for the administration of its business, and to protect or enforce the Customer's rights, and processes information in accordance with its Privacy Notice in force from time to time at <https://quantumdetectors.com/>. The Supplier acknowledges that certain personal data may be shared outside the UK as part of the Customer's routine business management and operations, and the Customer will transfer such data in accordance with the applicable law.
- 8.4. Each of the Supplier and the Customer shall provide assistance and co-operate with the other to enable them to comply with their obligations to provide information to the Information Commissioner, or to respond to a request by an individual to exercise their rights under the relevant laws, or to complete any privacy impact assessment or security check.

9. INTELLECTUAL PROPERTY

- 9.1. All Intellectual Property arising from the Order shall vest in the Customer. The Supplier shall inform the Customer as soon as is reasonably practicable of any Intellectual Property so arising. The Customer may choose to protect the Intellectual Property and the Supplier shall provide reasonable assistance to the Customer to secure such protection at the Customer's request. The Supplier shall provide the Customer with copies of the Intellectual Property in the format required.
- 9.2. The Supplier warrants that the Goods and Services shall not infringe any third-party rights and shall indemnify the Customer against all costs or expenses that result from the infringement or alleged infringement of any third-party rights.

10. TERMINATION

- 10.1. The Customer may either suspend, cancel further deliveries or terminate a Contract immediately on written notice to the Supplier and without further liability to the Supplier if the Supplier: (i) is in material or persistent breach of any term of the Contract, which in the case of a remediable breach the Supplier fails to remedy within any reasonable time specified by the Customer in writing; or (ii) makes any arrangement with its creditors, is the subject of a bankruptcy, makes a winding up order, is insolvent or otherwise unable to pay its debts as they fall due, or undergoes a change in control without prior approval of the Customer; or (iii) commits any offence under the Bribery Act 2010; or (iv) suffers a Force Majeure Event.
- 10.2. The Customer may terminate a Contract for convenience, by giving written notice. For the avoidance of doubt, the Customer shall be liable for a fair and reasonable price for all work done and unique material purchased for the purposes of the order up to the

time of termination, provided that the Supplier will use all reasonable endeavours to minimise the cost to the Customer. In this case (i) the Supplier shall provide an account of costs incurred and due within 30 days of the cancellation and (ii) in no event shall the Customer be liable for more than the price set out in the Order for the Goods and Services not delivered. Nothing in this clause will exclude or limit the Customer's liability for the Contract price of all Goods delivered or Services provided prior to any such termination.

11. FORCE MAJEURE

- 11.1. Neither party shall be liable for any failure or delay in performing its obligations under the contract to the extent that such failure or delay is caused by a Force Majeure Event. A "Force Majeure Event" means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

12. GENERAL

- 12.1. If any provision of these Conditions is held to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Conditions shall not be affected.
- 12.2. Any variation to the Contract shall only be binding when agreed in writing and signed by the Customer.
- 12.3. 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 according to, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
- 12.4. All disputes arising in connection with the contract between the Customer and the Supplier shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration shall take place in London. This clause shall only apply and take effect where the Supplier is resident outside the United Kingdom and Eire.

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