

LIVING OPTICS TERMS AND CONDITIONS OF SALE

1. APPLICABILITY AND CONTRACT

- 1.1 These terms and conditions of sale ("Terms") are the only terms which govern the sale of equipment products and goods ("Products") by Living Optics Limited ("We", "Us") to the purchaser of our Products ("You").
- 1.2 These Terms and the accompanying quotation, sales order acknowledgement, and/or invoice document (collectively, the "Contract") comprise the entire agreement between You and Us. In the event of any inconsistency these Terms shall prevail. Any terms or provisions contained in any documentation provided by You are expressly rejected.
- 1.3 Variations of the Contract shall be effective only if agreed in writing and will then prevail over these Terms.
- 1.4 Any Contract provision invalid or unenforceable for any purpose shall be severed for that purpose but otherwise remain valid and enforceable and shall not affect the validity of the remainder of the Contract.

2. PRICES AND PAYMENT

- 2.1 Unless otherwise expressly stated, all price quotes are valid for thirty (30) days only and exclusive of any value added and sales tax payable in the country of original delivery. The cost of shipping will be added to the price at the rate which is valid at the date of shipment.
- 2.2 You are responsible for the payment of all taxes which may be assessed or levied on or on account of the Products sold to You, including, without limitation, all value added and sales taxes.
- 2.3 All orders once placed are non-cancellable unless We consent to such cancellation in writing and You pay any applicable cancellation charges.
- 2.4 You shall pay all invoiced amounts due within thirty (30) days after the date of our invoice. Payments shall be made directly to Us without deduction.
- 2.5 A payment shall be deemed made when credited to the payee's bank account and is cleared funds.
- 2.6 In the case of You being in default with payment, We are entitled to charge interest on demand at the rate of 8% over the official dealing rate as published by the Bank of England from time to time. The charging of interest is without prejudice to any other rights or remedies that We may have.

3. DELIVERY

- 3.1 Unless otherwise agreed in writing by Us delivery of Products will be made in accordance with DAP Incoterms 2020 to the place of delivery in the sales order acknowledgement and may include a freight and handling fee to cover the cost of pick-up, transportation, insurance and delivery.

- 3.2 Risk in the Products shall pass to You on delivery. Title in the Products shall pass to You on the later of either receipt of full payment by Us or delivery of the Products.
- 3.3 All delivery and shipment dates are approximate and subject to our availability schedule. We will make reasonable efforts to meet the delivery dates quoted.

4. INSPECTION

- 4.1 You shall inspect the Products and within five (5) business days of their delivery shall give written notice to Us of any damage or claim. In the absence of such notice, the Products shall be deemed to comply with the Contract and You shall accept them. The Products are sold as a batch and without prejudice to your right to reject all the Products You may not reject only some of the Products.
- 4.2 Where You make a claim for damaged or defective Products within five (5) days of delivery, You shall return the Products to the address We specify. We shall, at our sole discretion, replace or refund the Products.

5. LIMITED WARRANTY

- The warranties set forth in this Section 5 are the sole and exclusive warranties provided by Us in connection with the Products and shall only apply to You as the original purchaser.
- 5.1 We warrant that our equipment Products will substantially conform to our published specifications in effect as of the date of shipment and will be free from defects in materials and workmanship, when subjected to normal, proper and intended usage.
 - 5.2 Unless otherwise expressly stated, the Warranty Period shall be one (1) year from the date of delivery to You. This warranty applies only to Products within the country of original delivery.
 - 5.3 We warrant that Software, whether embedded in a Product or licensed separately will substantially contain the functionality described in our manuals and, when properly installed and operated on equipment meeting the specifications therein, will substantially perform in accordance therewith; provided, however, that We do not warrant that the operation of the processor, Software or firmware will be uninterrupted or error-free. You accept responsibility for the selection of the Software to achieve your intended results and acknowledge that the Software has not been developed to meet your individual requirements.
 - 5.4 If the Products incorporate or are products or services provided by a third party, our obligations in respect of such products or services shall not exceed the original warranty terms of such third

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party including the warranty period given by the third party.

- 5.5 The Warranty Period for any Products replaced or repaired or any corrective services pursuant to the initial warranty shall be the remaining period, if any, of such initial warranty period.
- 5.6 If within the Warranty Period, We will adjust, repair or replace Products as We see fit free of charge provided that:
 - (a) this clause 5 shall not apply to any used Products sold as seen and no warranties of any kind are given in respect of such Products;
 - (b) You give Us written notice of the defect (with reasonable relevant information) as soon as reasonably practicable and within the Warranty Period;
 - (c) the Products have been used solely for their proper purpose and in accordance with the operating instructions;
 - (d) the defect has not been caused by fire, accident, misuse, neglect, incorrect installation by You or your customers, agents or servants, unauthorised alteration, repair or maintenance or the use of sub-standard consumables and has not arisen from fair wear and tear;
 - (e) no part of the Products has been replaced with a part not supplied or approved by Us;
 - (f) payment in full of all sums due in respect of the Products has been made save for where You have paid for the Products via a credit financing arrangement; and
 - (g) You shall be liable for any costs incurred by Us in responding to claims caused by operator error or incorrect application or other default of You or other third party; and
 - (h) If We attempt to diagnose and resolve defects over the telephone or electronically. You must follow the reasonable problem determination, resolution, and procedure that We specify.

6. EXCLUSION AND LIMITATION OF LIABILITY

- 6.1 We only supply Products for internal use of Your business. You agree not to use the Products for any resale purposes.
- 6.2 We shall have no obligation in respect of the Products except for our undertaking in clause 5 above (the "Limited Warranty") and as expressly stated in the Contract.
- 6.3 If We have repaired or replaced the Products pursuant to the Limited Warranty, We shall have no further liability in respect of such defect or fault in the Products unless a repair or replacement is not possible in which case our liability shall be limited to refunding any monies paid in respect of such defective Products.
- 6.4 You acknowledge that our obligations and liabilities in respect of the Products are

exhaustively defined in these Terms and that such express obligations are in lieu of and to the exclusion of any other warranty, condition, term, undertaking or representation of any kind, express or implied, statutory or otherwise relating to the Products including, without limitation, as to the condition, quality, performance or fitness for the purpose of the Products or any part of them.

- 6.5 We shall not be liable for any loss which represents, or which is loss of profit, revenue, benefit, anticipated savings or goodwill, loss of use of any asset, loss of data, business interruption, management costs or third-party liability, consequential or indirect loss.
- 6.6 Our aggregate liability (whether in contract, tort, breach of statutory duty or otherwise) for all breaches under or non-performance of its obligations or contemplated by any Contract shall not exceed a sum equal to one and a half times the amount paid for any Products the subject of such Contract save that this sub-clause shall not limit or exclude any liability of which cannot be effectively excluded in law.
- 6.7 You shall not rely upon any representation concerning the Products unless made by Us in writing in the Contract save that nothing in the Contract or these Terms shall exclude liability for fraudulent misrepresentation.
- 6.8 Any liability of ours under any warranty, indemnity or other obligation stated or confirmed in the sales order acknowledgement is subject to all exclusions and limitations in these Terms.

7. EXPORT

- 7.1 You acknowledge that the Products and related technology (including, but not limited to, technical data and information) are subject to applicable export regulations (including but not limited to those of the United Kingdom, United States and the European Union), which may prohibit or restrict use. You hereby undertake not to, directly or indirectly, sell, transfer, transmit, export or re-export products or related technology in violation of the export control regulations of the United Kingdom, United States and the European Union.
- 7.2 We shall be entitled to refuse performance of our obligations under these Terms where performance would violate clause 7.1.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 All inventions, designs, copyrights and processes and all and any other intellectual / industrial property rights whether or not registered or registerable and all goodwill associated thereto relevant to the Products and all specifications, designs, software programs or other material

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issued by Us or on our behalf to You shall remain our absolute property and/or our licensor's.

9. PROVISION OF SOFTWARE

- 9.1 "Software" means the computer programs in object form and/or source code and documentation related thereto, including without limitation any software included with the Product.
- 9.2 We provide Software under the terms and conditions of the EULA. Such terms and conditions are available from Us and are deemed accepted by You on delivery of the Software.
- 9.3 All rights in the Software remain with Us and/or our licensors, in so far as they have not been expressly granted to You in these Terms or by other agreements. You shall only be granted a limited right to use the Software in accordance with the relevant terms and conditions.

10. SUPPORT

- 10.1 "Support" means the provision of technical support provided by Us via the Internet and/or telephone, with respect to the Products.
- 10.2 Data Protection Regulation and Confidentiality
- 10.3 While performing under the Contract, We might process some necessary personal data of yours, and You may process some personal data of our employees and business partners.
- 10.4 Both parties undertake to comply at all times with the applicable legal provisions on data protection and are committed to ensuring the security and protection of the processed personal data.

11. GENERAL

- 11.1 The Contract (including these Terms) shall be governed by, construed and take effect in accordance with English law.
- 11.2 English is the authentic text of the Contract and all notices or other communications under or relating to it shall be in writing in English. Any translation will be for guidance only.
- 11.3 Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted or breached the Contract, for any failure or delay in fulfilling or performing any term of the Contract (except for any obligations to make payments to the other party hereunder) when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the impacted party, including, without limitation: acts or omissions of the other party; acts of God, including flood, fire, earthquake, or explosion; mandatory or voluntary compliance with governmental regulations, requests, or actions; war, invasion or hostilities (whether war is declared or not); terrorist threats or acts, riot, or

other civil unrest; national emergency; revolution or insurrection; epidemic; pandemic; lockouts, strikes or other labour or trade disputes (whether or not relating to either party's workforce); restraints or delays affecting carriers; inability or delay in obtaining raw materials or supplies of adequate or suitable quality; or telecommunication breakdown or power outage.

- 11.4 You may not assign, transfer or delegate any of your rights or obligations under the Contract without our prior written consent, and any purported assignment of such rights or obligations without such consent shall be null and void.
- 11.5 The Contract is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.