

1. DEFINITIONS

“NSSLGlobal” is the relevant NSSLGlobal Group Company with whom the order has been placed including NSSLGlobal Ltd, NSSLGlobal GmbH, NSSLGlobal Pte Ltd, NSSLGlobal LLC, NSSLGlobal ApS, NSSLGlobal Sp. z o.o.

The “Customer” means the party or parties contracting to purchase goods and/or services from NSSLGlobal.

“Goods” and “Services” includes all products, systems and services of whatever type which NSSLGlobal has agreed to supply either directly or through its authorised agent.

2. GENERAL

No terms or conditions (whether contained in the Customer’s Official Purchase Order or otherwise) shall be binding on NSSLGlobal other than those set out herein, unless expressly agreed otherwise by NSSLGlobal in writing.

3. QUOTATIONS

Quotations are valid for a period of 30 days from the date of issue unless expressly agreed otherwise by NSSLGlobal in writing.

4. PRICES

Prices quoted are net ex works (in accordance with INCOTERMS 2010). Carriage, insurance, custom charges and other costs (if any) will be charged as extra. Prices quoted apply only to the quantities or particular services specified in the quotation. If between the date of the quotation and delivery the cost of the whole or any part of the goods or services is increased by reason of any rates, duties or taxes payable by NSSLGlobal or for any other reason whatsoever beyond the control of NSSLGlobal, NSSLGlobal may increase the price charged to the Customer by the amount of the aggregate increase in cost.

5. TERMS AND PAYMENT

Payment is to be made in full within 30 days of date of invoice in the currency invoiced. Should the Customer fail to pay in full within that period NSSLGlobal shall be entitled to suspend work and/or delivery of any goods to the Customer, and/or to remove goods previously delivered in respect of which full payment has not been made to NSSLGlobal. Such action shall not prejudice any other remedy that NSSLGlobal may have. NSSLGlobal reserves the right to refuse any disputes to invoices which are notified after the due date of payment.

6. INTEREST

In the event that payment is not made within 30 days of invoice date, the Customer shall become liable to pay NSSLGlobal interest on the outstanding balance at 12% per annum, this will be calculated on a daily basis as required until all outstanding amounts, including interest charges, are paid.

7. DELIVERY

Any quoted delivery date or period shall refer to delivery ex works. Any quoted delivery period shall commence from the date of NSSLGlobal’s Acknowledgement of Order or from receipt of all specified contractual information required by NSSLGlobal, whichever is the later. While NSSLGlobal shall endeavour to deliver within any specified delivery period or by any specified delivery date, NSSLGlobal shall incur no liability whatsoever if delivery is delayed beyond such date or period for any reason.

8. STORAGE

Where, at the request of the Customer, delivery of goods is delayed those goods may be stored by NSSLGlobal at their discretion from the date on which delivery would otherwise have been made and an appropriate storage fee will be charged. Such delay will not relieve the Customer of the obligation to make payment for the goods in accordance with Clause 5 above and NSSLGlobal accepts no liability in respect of such goods after the date on which they would otherwise have been delivered, from which time the goods will be held entirely at the Customer’s risk.

9. CHANGES

If changes are made in the design of the goods after the receipt of any order for goods and before the date of delivery NSSLGlobal may alter the specification of the goods accordingly, provided that no price variation is made without the Customer’s consent and delivery is not unreasonably delayed.

10. CANCELLATION AND RETURN POLICY

No cancellation, suspension or variation by a Customer of an order or return of a delivery shall be valid unless agreed by NSSLGlobal in writing. Such agreement shall be entirely at NSSLGlobal’s discretion and will only be given on terms which compensate NSSLGlobal for all costs.

11. PROPERTY AND RISK

Risk in the Goods shall pass to the Buyer in delivery. Ownership of the Goods shall not pass to the Buyer until the Company has received in full, in cleared funds, the Purchase Price and all other sums pursuant due to the Company.

12. PATENT INDEMNITY

Save as provided below, NSSLGlobal will indemnify the Customer against liability arising where use or sale of the goods infringes a valid patent, provided that the Customer immediately notifies NSSLGlobal of any allegation of infringement made against the Customer, co-operates in defending a claim and does not compromise any claim or

otherwise treat with the Claimant. This indemnity shall not apply and NSSLGlobal shall have no liability whatsoever if the infringement arises from compliance by NSSLGlobal with a design or instruction furnished by the Customer, or if the infringement arises from the sale or use of the goods in combination with other goods, or if the relevant sale or use of the goods would not have constituted an infringement at the date of delivery by NSSLGlobal. NSSLGlobal shall not be liable under any circumstances for any damages arising from or relating to the loss of use of the goods resulting from any infringement of patent.

13. FORCE MAJEURE

Without prejudice to any other provision of this agreement NSSLGlobal shall not be liable for any delay in or failure to perform any of its obligations hereunder if the delay or failure is due to causes beyond NSSLGlobal's control.

14. WARRANTY

NSSLGlobal warrants that the goods sold hereunder will be free from defects at the time of despatch in materials and workmanship. Claims for damages on delivery should be logged within 48 hours of receipt. Unless specifically agreed in writing in NSSLGlobal's quotation, NSSLGlobal's entire liability under this warranty shall be limited to replacing or repairing at its sole discretion any defective part within 12 months or the original manufacturers standard warranty whichever is the sooner of the delivery ex works. Claims in respect of such items should be made in writing indicating the serial number of the equipment concerned. Transportation of defective goods to NSSLGlobal must be freight prepaid by the Customer to NSSLGlobal's address. Such goods will be returned freight prepaid by NSSLGlobal to the Customer. At the Customer's option NSSLGlobal will arrange for qualified personnel to visit the installation in which circumstances the Customer will pay all transportation charges for the technician and his equipment, accommodation, living expenses and normal charges for the technician's time.

15. EXCLUSIONS

Except as expressly stated above all other warranties conditions promise or representations of any nature are hereby excluded. In particular, NSSLGlobal excludes all liability arising in contract or otherwise for any loss damage expense or injury of any kind howsoever arising out of or in connection with the goods and/or services supplied.

16. TERRITORIAL RESTRICTION

The Customer, or his agent, shall not export or knowingly sell for export any goods supplied by NSSLGlobal to a territory outside that to which the goods were supplied.

17. COMPLIANCE WITH LAW

In performing its obligations under this Agreement, each party agrees to comply with all laws and regulations applicable to such party including the customs and export control laws and regulations of the NSSLGlobal company where the order was placed as well as the country in which the Products or Services are delivered or performed. The Customer represents and warrants that it is not the subject or target of, and that Customer is not located in a country or territory that is the subject or target of, economic sanctions of the NSSLGlobal Company where the order was placed.

18. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

NSSLGlobal have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities. The Customer will be subject to the policies and terms and conditions in force at the time of order, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority, or if NSSLGlobal notify the Customer of the change to those policies or these terms and conditions before the Order Confirmation is sent.

19. LAW AND JURISDICTION

The contract and all disputes relating to it shall be governed and construed in all respects according to the applicable NSSLGlobal Group company country where the order was placed.