

Terms and Conditions for the delivery of Services by Uvax Concepts S.L. ("Uvax")

I. General / Scope

The Terms and Conditions set hereby shall apply to any provision of Goods and/or Services to the Client by Uvax.

II. Definitions

Except as otherwise explicitly agreed to in writing, the following terms shall have the meanings set out below:

"**Agreement**" means the agreement setting out the terms and conditions in relation to the provision of the Goods and/or Services, which terms and conditions shall be those set out in these General Terms and Conditions, where applicable resulting from a Quotation or Confirmation, and duly executed between Uvax and Client. "**Deliverables**" means reports, presentations and other documentation, as well as products and materials that Uvax has agreed to provide to Client under or pursuant to the Agreement.

"**Goods**" means any product or material sold by Uvax, as specified in the Proposal;

"**IP**" means intellectual property rights including but not limited to inventions, patents and applications therefor, registered designs, design right, trademarks and copyright material including computer software, topography rights, database rights, trade secrets, know-how, rights of confidence and all similar rights arising anywhere in the world;

"**Proposal**" means Uvax's written proposal made subject to these terms containing a description of the deliverables to be provided to the Client and setting out Uvax's charges and proposed time schedules for the provision of the Goods and/or Services;

"**Service(s)**" means any service provided by Uvax, as specified in the Proposal;

"**Uvax**" means Uvax Concepts S.L.;

"**Warranty Period**" means the warranty period that starts when the Goods and/or Services are delivered by Uvax. Unless otherwise specified, the Warranty Period of any manufactured or assembled Goods by Uvax will be one (1) year;

III. Delivery

1. Compliance with deadlines for deliveries shall be subject to the timely receipt of all documents to be provided by the Client, necessary permits and releases, as well as compliance with the agreed conditions of payments and other duties by the Client. In the event that such preconditions are not met on time, the deadlines for delivery shall be extended by a reasonable period.

2. In the event that non-compliance with the deadlines results from force majeure, e.g. mobilization, war, unrest, or other similar events, e.g. strike, lockout, the deadlines shall be extended by a reasonable period.

3. Should Uvax anticipate at any time its impossibility to meet the delivery date, Uvax shall promptly notify the Client by written notice. Such written notice shall contain the current state of the Deliverables, the reasons for the foreseeable delay and the new reasonable period of time, to be agreed with Client, with a minimum of thirty (30) business days, within which Uvax shall use such efforts to perform the Services and/or supply the Deliverables ("New Delivery Date"). In spite of Uvax using its Efforts, the New Delivery Date is not met, Client may terminate the part of the Services not performed and/or Deliverables not supplied on the New Delivery Date. With respect to the breach of its delivery obligations, the foregoing states Client's sole and exclusive remedy and, provided Uvax complies with this Clause, Uvax shall not be bound by any further obligation nor be liable for any damage.

IV. Retention of Title

1. We reserve title to the provided Goods and/or Services until complete payment of all outstanding amounts from a current business relationship.

2. We may in case of any act by the Client in breach of the contract, in particular in case of any delay in payment, withdraw from the contract and demand that all the Goods and Deliverables be returned.

3. The Client may utilize the goods in accordance with normal business operations. However, the Client hereby assigns to us all amounts owing to it by purchasers or third parties from resale or processing to the extent of the final invoice amount (including turnover tax) and regardless of whether or not the goods are utilized without or after processing. We hereby accept such assignment. Nevertheless, Uvax shall not recover any amounts owing insofar as the Client fulfils its duties of payment from the moneys received, is not late in payment.

V. Warranty

1. Uvax's Warranty will enter into force in the moment of the provision of any Uvax Goods and/or Services.

2. All the Goods and/or Services that prove to have a defect within the Warranty Period, shall at our choice and at no expense to the Client to be either repaired, replaced or performed again, insofar as the cause for the defect existed at the time of the transfer of risk.

3. Any right to claim for defects shall expire after 12 months. Any defect communicated out of the Warranty Period will be excluded from the Warranty.

4. The Client shall notify Uvax of any defect immediately in writing. In the first instance we shall be given a reasonable period of time in which to rectify any defect. Should the Goods be sold out of Spanish Territory, the reparation period may last longer.

5. In case of substitution, Uvax reserves the right to replace the Goods by a similar ones. Should a similar Goods not exist, Uvax will refund the Goods according to their price as per the original invoice.

6. The Warranty will be applicable provided that the Goods have been used with the proper conditions, for their specific use and according to the instructions given in the User Manual.

7. Batteries and other accessory or consumables are excluded from the Warranty, as they are subject to their specific life time according to their manufacturer's specification sheet.

8. In the event that the complaint as to defects is incorrect, we may demand from the Client our expenses for work undertaken.

9. Any right to claim for defects shall not exist in the event of:

a) The acquisition documents have been somehow altered or are illegible.

b) The model number and/or serial number have been altered, removed or are illegible.

c) The defect is produced by causes not linked to the design or manufacturing of the Goods (i.e. electric supply fail) or is due to an incorrect use. Furthermore, the Warranty doesn't apply if the defects in the Goods have been caused by damages during the installation or incorrect assembly.

d) It is only a small deviation of the standard Goods that only implies a minor effect on the values and/or product operability.

e) The defect is produced by chemical effects, water, electro-chemicals or anomalous ambient conditions, or by incorrect functioning, or the Goods have been in contact with inappropriate substances.

f) The Goods are being used for commercial purposes, or the defect is caused by overuse or incorrect use, or the defect is caused by connection to peripherals, equipment or accessories not recommended by Uvax.

g) The Goods suffered damages including, but not limited, damages caused by animals, power outage, rays, fault in the electric mains,

abnormal voltage or current, fire, natural disaster or transport incident, or on the basis of special external circumstances which were not foreseen in the contract as well as in cases of non-reproducible software defects.

h) The Goods were not designed, manufactured, approved and/or authorized for the country where they have been used.

VI. Repair of Goods

1. The Client may send to Uvax, out of the Warranty Period, and at its own costs, any Goods to repair.

2. At the reception of the Goods, Uvax will carry on an initial inspection, and unless there is explicit impossibility to repair, or excessive related costs, Uvax will proceed to repair the Goods within a reasonable period.

3. The Client has the right to cancel the reparation at any moment. In such a case, Uvax will invoice to the Client, who shall pay immediately, the costs incurred to the moment of cancellation, including the initial inspection, for the resources and the materials used.

4. Forthwith in the event that Uvax determines the Goods are unrepairable, will notify the Client, who will be allowed to pick it up, and Uvax will invoice to the Client, who shall pay immediately, the costs incurred to the moment of cancellation, including the initial inspection, for the resources and the materials used.

VII. Force majeure

1. Uvax, its agents, employees or subcontractors won't be responsible for any failure due to unpredicted events, or predicted events that are unavoidable, according to article 1.105 of Spanish Civil Code.

VIII. Responsibility

1. Uvax won't be responsible, under any circumstance, for the damage, loss or indirect costs (including emerging damage, loss of profit, loss of use, goodwill, impairment of image or reputation or market share) overcome directly or indirectly from the acquisition, use, repair or sell of any Uvax Goods and/or Services.

2. The Client will be responsible for backup copies, as well as data protection against loss, damage or destruction. Uvax won't be responsible for any loss of data, independently of the cause.

3. With the exception of any responsibility not excluded or limited by law, the Uvax responsibility will never exceed the amount paid by the Client for the acquisition of the Goods and/or Services.

IX. Impossibility

1. Insofar as delivery is impossible, the Client may demand compensation unless we are not responsible for the impossibility. 2. Any claim for damages by the Client shall however be limited to 10 % of the value of the respective part of the delivery which cannot be taken into proper operation because of the impossibility.

X. Confidential Information

1. Neither Party shall use, employ or disclose Confidential Information received from the other Party whether orally, in writing, by demonstration or otherwise, - except to the extent necessary to implement the Agreement and in such case, subject to the prior written approval of Uvax if disclosure to third parties by Client would be necessary to implement the Agreement

2. The previous clause won't apply in case that the disclosing Party can prove by written record that the disclosed information:

a) Is or has become part of the public domain; or

b) Is known and on record at the receiving Party prior to disclosure by the disclosing Party; or

c) Is lawfully obtained by the receiving Party from a third party who is not bound by similar confidentiality obligations;

3. In the event the receiving Party receives a subpoena or court order to disclose any Confidential Information, the receiving Party shall deliver prompt written notice to the disclosing Party and shall cooperate with the disclosing Party in its attempts to obtain a protective order or other similar protection for the Confidential Information.

4. The provisions of this Clause shall (i) retroactively be in full force and effect from the date first contacts were established with respect to the subject matter of the Agreement and shall remain in full force and effect during the duration of the Agreement and three (3) years thereafter.

5. Insofar as a non-disclosure agreement has been agreed upon between the Parties, this Agreement replaces such non-disclosure agreement as from the effective date of this Agreement.

6. Immediately following the termination or expiration of the Agreement, upon request of the disclosing Party, the receiving Party will return all media containing Confidential Information and will make no further use thereof.

XI. Intellectual Property

1. Subject to the receipt of all payments due to Uvax from the Client and to any other conditions or limitations set out in the Proposal, Uvax will grant to the Client an exclusive and royalty free license for the use of the Goods and/or Services, together with the right to grant sub-licenses for the same concept.

2. The Client shall indemnify Uvax on demand against all claims, demands, costs, charges, losses, damages or expenses arising from:

a) any infringement of any third party by the use by Uvax of any drawings, designs, specifications and other information or items supplied by the Client; or

b) Any claim made against Uvax by any third party arising directly or indirectly from or connected with any Goods manufactured or produced by the Client from designs, drawings and prototypes supplied by Uvax.

XII. Price; Payment Conditions

1. The basis of Uvax's remuneration will be set out in the Proposal.

2. Unless otherwise agreed in the order confirmation all prices shall be "ex works" excluding packing. Such shall be paid by the Client, or invoiced separately by Uvax.

3. The statutory value added tax is not included in the prices. Such shall be calculated separately at the statutory amount on the day of the issuing of the invoice.

4. Unless otherwise specified, Uvax's manufacturing services costs will be deemed as follows:

a) Load and/or unload of SMD machine will be charged each time the machine is loaded and/or unloaded, unless the loads and unloads are attributable to Uvax.

b) Programming costs will be paid only once in the first order. Uvax reserves the right to charge to the Client any ulterior programming costs in case of further modifications over original programming.

c) Silk-screen printing will be charged only once in the first order, and the material will become Client's property after payment, according to clause IV.

5. Irrespective of the stated basis of remuneration Uvax reserves the right to make additional charges if the timetable envisaged in the Proposal for the provision of deliverables is changed on the instructions of the Client or where the Client has failed to disclose to Uvax

any matter relating to the Proposal as a direct or indirect result of which Uvax incurs additional costs.

XIII. Payment terms

1. Unless otherwise stated in the Proposal all purchase orders from the Client will attract a down payment of 50% of the order value which shall be invoiced to the Client upon acceptance of the order by Uvax, such invoice being due for immediate payment before the commencement of work. The pending 50% of the order value shall be invoiced by Uvax at the delivery of the Goods and/or Services and paid according to point 4 of this clause.

2. Where Uvax is required to make commitments to third parties to purchase goods or services of significant value on behalf of the Client, Uvax will invoice the Client on such terms as to put Uvax in funds to meet those commitments as they fall due.

3. The Client will be invoiced on the basis set out in the Proposal or, if not stated, on a monthly basis in arrears for Uvax's fees incurred and for any goods or services purchased or used in the performance of the contract during the previous month.

4. Unless otherwise stated on the invoice, Uvax's invoices are payable within 30 days of the date of issue and time of payment shall be of the essence.

5. Uvax reserves the right to charge interest on all overdue sums at the rate of 2% per month on the unpaid balance (such interest to accrue on a day to day basis from the due date until receipt by Uvax of the full amount including interest whether before or after any judgment).

XIV. Limited warranty and disclaimer

1. Uvax does not provide a warranty for any third party components and materials furnished to the Client by Uvax under this Agreement; however, Uvax shall use reasonable efforts to extend to the Client the third party warranty for such component or material.

2. Unless otherwise explicitly agreed to in writing, Uvax does not warrant that any Deliverables in the form of software supplied under the Agreement do not contain any Open Source Software nor bugs or viruses.

XV. Concluding of a Contract

1. Upon placing an order for Goods and/or Services, the Client declares in a binding way that it wishes to purchase the ordered Goods and/or Services.

2. In the event that the Client cancels or purports to cancel any contract before completion, Uvax shall be entitled to charge the Client for all work done and expenses incurred up to the date of cancellation. Where Uvax has agreed to stage payments or milestones such charges shall include an appropriate proportion of all stages or milestones commenced but not completed.

3. Uvax may by notice to the Client cancel all or any part of the contract forthwith in the event that,

a) The Client commits a material or persistent breach of any of these terms or any payment is more than 7 days overdue;

b) or the Client has a receiver or administrative receiver appointed over it or over any part of its business or assets or passes a resolution for winding up (except for the purposes of a genuine scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect, or it becomes subject to an administration order or enters into any voluntary arrangement with its creditors, or it ceases or threatens to cease to carry on business.

4. Upon termination each party shall forthwith return to the other all materials, equipment, software and documents belonging to the other and not paid for or transferred under the contract before the date of termination.

5. The sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Valencia (Spain). We shall however have the right to issue proceedings at the seat of the Client.

XVI. Legal Notice

For any further explanation of the contents of this document, or in case of any perceived inconsistency or ambiguity of interpretation, please contact Uvax by the following means:

E-mail: info@uvax.es Website: www.uvax.es

XVII. Environmental Policy

1. The customer must manage packaging waste in accordance with current legislation.