

# Touchlight General Terms and Conditions of Purchase

## 1. Definitions

- 1.1. **"Affiliate"** means in relation to a person or legal entity, any other person or legal entity which is directly or indirectly Controlled by, in Control of or under common Control with that person/legal entity, for the time being. For the purposes of these General Terms and Conditions, "Control" shall consist of the ownership of more than fifty per cent. (50%) of the voting stock of any person or company or the power to direct or cause the direction of the general management or actions of the person
- 1.2. **"Business Day"** means a day other than a Saturday, Sunday or public holiday when banks in London are open for business.
- 1.3. **"Buyer"** means the Touchlight entity noted as the buyer of the Goods and /or Services in the Contract.
- 1.4. **"Confidential Information"** means all information, in the broadest sense, including technical, scientific or commercial information, which is of a confidential or proprietary nature whether disclosed in writing, graphically, orally, or visually. Confidential Information as used herein shall include, without limitation, the confidential or proprietary information of either Party and their Affiliates, the Contract and the fact that the Supplier is performing Services for Touchlight.
- 1.5. **"Contract"** means any contract incorporating these General Terms and Conditions, each Purchase Order and all other terms expressly agreed in writing between Touchlight and the Supplier for the purchase of Goods and/or Services.
- 1.6. **"Goods"** means the goods (including any associated Supplier software) and any part of them supplied by Supplier to Buyer under a Contract.
- 1.7. **"Purchase Order"** means any purchase order sent by Touchlight to the Supplier in accordance with clause 2 for the supply of Goods and/or Services incorporating these General Terms and Conditions.
- 1.8. **"Services"** means the services including any deliverables which the Supplier agrees to supply to Buyer (including any part of them) under a Contract.
- 1.9. **"Specifications"** means the Buyer's specifications or stipulations for the Goods and/ or Services notified in writing to and agreed by the Supplier including any description of the nature of the Services and or the appearance and function of the Goods and any performance criteria which the Goods and/or Services are required to fulfill.
- 1.10. **"Supplier"** means the company, firm or person from whom Touchlight orders the Goods and/or Services as identified in the Contract.
- 1.11. **"Touchlight"** means Touchlight DNA Services Limited and any Affiliate of Touchlight DNA Services Limited.

## 2. Issue and Acceptance of Purchase Order

- 2.1. The Purchase Order is Buyer's offer to the Supplier for the Supplier to supply the Goods and/or Services described in the Purchase Order to Buyer on the terms and conditions contained herein.
- 2.2. Acceptance of the Purchase Order by the Supplier will constitute a binding contract between Buyer and the Supplier to supply the Goods and/or Services specified in the Purchase Order (in addition to any Goods or Services described in any document referred to in the

Purchase Order) on the terms and conditions contained herein.

- 2.3. The Supplier must ensure the Purchase Order number is clearly marked on all delivery dockets, bills of lading, packages, invoices and other documents and correspondence relating to the supply of the Goods and/or the Services.
- 2.4. The Contract is the entire agreement between Buyer and the Supplier (the Parties) relating to its subject matter.
- 2.5. The Goods and or Services provided by the Supplier are subject to these General Terms and Conditions to the exclusion of anything to the contrary in the terms of the Supplier's acknowledgement of order notwithstanding that any such acknowledgement purports to override these General Terms and Conditions.
- 2.6. Subject to clause 20.8 no addition to or modification of these General Terms and Conditions of Purchase will bind either of the parties to the Contract unless it is made in writing and signed by both of them.

## 3. Warranties and Performance Obligations

- (a) The Supplier warrants that the Goods and/or Services:
  - (b) are of merchantable quality;
  - (c) are manufactured, delivered and shall perform strictly in accordance with any Specifications;
  - (d) are free from defects in design, materials and workmanship;
  - (e) do not and will not infringe the intellectual property rights of any third party;
  - (f) comply with the requirements of any relevant statutes, regulations, legally applicable standards or applicable policies of Touchlight duly notified to the Supplier prior to the submission of any Purchase Order;
  - (g) are new on delivery to Buyer (unless otherwise previously advised and agreed in writing);and
  - (h) will be performed in accordance with the Contract using reasonable skill and care and in accordance with recognized industry and professional standards.
- 3.2. The Supplier represents and warrants that Supplier knows of no claim or no basis for any claim that (i) the Goods or any work product resulting from the Services that is delivered to the Buyer ("**Work Product**") infringes any patent, copyright or other intellectual property right of any third party; or (ii) Supplier has misappropriated any trade secret of any third party in developing the Work Product; or (iii) Supplier has engaged in unfair competition.
- 3.3. The Supplier further warrants that any Goods or Work Product will not contain any malicious code or program which could damage Touchlight's firmware or hardware or alter any data or other information accessed through or processed by the same.
- 3.4. Without limiting any other provision of these General Terms and Conditions, (including this clause 3):
  - (a) the Supplier agrees to provide Buyer the manufacturer's warranty applicable to the Goods;
  - (b) the Supplier must produce written evidence of the assignment to Buyer of the manufacturer's warranty in respect of the Goods, or such other evidence sufficient to satisfy Buyer that it is legally entitled to the benefit of that manufacturer's warranty.

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- 3.5. The Supplier shall not directly or indirectly sub-contract or assign the Contract or any of its rights or obligations under the Contract or any part of the Contract without obtaining Buyer's prior written consent which may be granted unconditionally or upon such conditions as Buyer thinks fit and may be withheld by Buyer in its absolute discretion.
- 3.6. The appointment of subcontractors by the Supplier shall not relieve the Supplier from any liability or obligation under the Contract. The Supplier shall be liable for the acts and omissions of subcontractors and employees, officers, agents and contractors of subcontractors as if they were acts and omissions of the Supplier. The Supplier shall ensure that its subcontractors comply with the terms of the Contract.
- 3.7. The Supplier must conform with the provisions of all applicable mandatory regulations and/or laws (Federal, State or Municipal) in any way affecting or relevant to the manufacture and or supply of the Goods and must obtain all permits and licenses and give all notices required to be given and must pay all fees, deposits and taxes in connection therewith.
- 3.8. Supplier shall furnish Buyer, prior to the first delivery of Goods, with the current material safety data sheet and other literature pertaining to the hazards associated with the Goods and precautions that should be observed with respect thereto.
- 3.9. The Supplier shall observe all health and safety rules and regulations and any other reasonable security requirements that apply at any location where the Services are to be supplied.

### 4. Acceptance and Rejection

- 4.1. All Goods and/or Services provided by the Supplier will be subject to acceptance testing by Buyer ("**Acceptance**") and any Goods and/or Services tendered, offered or delivered which, in the reasonable opinion of Buyer, do not comply with the Contract and Specification may be rejected by notice in writing to the Supplier.
- 4.2. Buyer shall promptly confirm or withhold Acceptance providing Supplier with details of any perceived deficiency or non-conformance (a "**Deficiency**"). Supplier shall promptly correct the Deficiency or shall propose a remediation plan acceptable to Buyer for correcting the Deficiency. If the Deficiency is not corrected or a remediation plan is not established within thirty (30) days of notification of the Deficiency upon Buyer's request Supplier shall refund to Buyer all fees paid by Buyer relating to the Goods or Services affected by the Deficiency. In circumstances where the Services have been reperformed or Goods replaced, the Acceptance testing process shall begin over again.
- 4.3. Rejected Goods must be removed by and at the expense of the Supplier as soon as practicable after notice is given to the Supplier of their rejection. If the rejected Goods are not removed within that time, Buyer may either return them to the Supplier at the Supplier's expense, or store them at the Supplier's expense. Buyer will not be liable for any damage to or loss of the rejected Goods whilst they are in transit to the Supplier, or whilst they are in storage.
- 4.4. Any payments made shall not be deemed to prejudice any and all rights and claims that Buyer may have in relation to a Deficiency. Any signature of a Touchlight representative on any shipping / receiving document

shall not constitute acceptance of Goods but shall merely acknowledge receipt of shipment.

### 5. Price and Payment

- 5.1. The price payable for the Goods and or Services shall be that specified on the Purchase Order ("**Price**"). Invoicing and payment currency will be GBP (£).
- 5.2. The Price is all-inclusive and is the total amount payable by Buyer and includes without limitation all and any charges for travel, packaging, packing, carriage, insurance and delivery and any import taxes or duties or any other taxes, duties, charges, levies and fees payable on or in respect of the Goods and the Services.
- 5.3. Buyer will not be liable for additional costs or charges or an increase in Price unless accepted by it in writing prior to the specified delivery date of the Goods or prior to the specified commencement date of any Services involving such increased cost or charges or price.
- 5.4. Each invoice shall contain such information as may be required by Buyer. This may include (without limitation) transparency as to hours worked, nature, date and location of delivery of Services, applicable purchase order number and record of expenses and receipts. Buyer shall be entitled to return invoices deemed incomplete or containing errors.
- 5.5. Unless otherwise agreed between the Supplier and Buyer in writing, amounts payable by Buyer pursuant to an invoice rendered in accordance with the Contract will be paid by Buyer no later than forty five (45) days from the date that Buyer receives a valid invoice from the Supplier.
- 5.6. Buyer may withhold payment of any good faith and reasonably disputed amounts. Supplier may not terminate or suspend performance of Services in connection therewith.
- 5.7. Where Value Added ("**VAT**") Tax is being paid by the Buyer, the Seller shall show as a separate item in its invoice the amount of such VAT in GBP, including any exchange rate used, where applicable.
- 5.8. In the event of Buyer's late payment of any undisputed invoice the Supplier may charge interest at a maximum of 2% per annum above the base commercial lending rate of Lloyds Bank Plc from time to time.
- 5.9. Touchlight's preferred method of receipt of invoices is electronically by email to the finance team specified in the Purchase Order.

### 6. Delivery

- 6.1. Supplier shall ensure that the Goods are properly packed and secured in such a manner as to enable them to reach their destination in good condition.
- 6.2. In the absence of any differently worded terms in the Contract, delivery of Goods shall be delivered on the basis of DDP Buyer's place of business INCOTERMS® 2010.
- 6.3. The Goods and/or Services will be delivered and/or performed during the Buyer's normal office hours on the date or within the period specified in the Purchase Order or otherwise agreed in writing by the Buyer.
- 6.4. Time for delivery of the Goods and/or performance of the Services will be of the essence.
- 6.5. If the Goods are not delivered or the Services are not performed and/or completed on such date or within such

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period as stated in the Purchase Order, the Buyer will be entitled, without prejudice to any of its other rights under the Contract, to terminate the Contract immediately by giving written notice to Supplier and refuse to accept any subsequent delivery of Goods or Services.

- 6.6. Buyer is not obliged to accept quantities of Goods which vary from those specified in the Contract. The Supplier shall not deliver the Goods in instalments without the Buyer's prior written consent.
- 6.7. Buyer shall have no obligation to pay for or return packing cases used for packing the Goods, whether or not re-usable.
- 6.8. If for any reason Buyer is unable to accept delivery of the Goods at the time and when the Goods are due and ready for delivery the Supplier shall if its storage facilities permit store the Goods, safeguard them and take all reasonable steps to prevent their deterioration until their actual delivery and Buyer shall be liable to the Supplier for the reasonable cost (including insurance) of its so doing.

### 7. Records and Inspection

- 7.1. The Supplier will maintain a true and correct set of records in connection with the performance of Services and delivery of Goods and all related matters for a period of not less than three (3) years after the date of completion of delivery or for such longer period as required by applicable law.
- 7.2. On request and after being given reasonable notice, the Supplier shall arrange for Buyer's representative to have access to the premises or processes of the Supplier (or any of the Supplier's sub-contractors which Buyer has permitted to undertake works pursuant to the Contract) for the purposes of inspecting any materials, Services, work in progress or finished Goods being supplied to or manufactured for Buyer together with proof of required licenses, certifications and permits and other relevant records.
- 7.3. Such inspection shall not be deemed to be acceptance by Buyer of the materials, work, Services or Goods inspected or affect any obligation of the Supplier under the Contract.
- 7.4. If a regulatory inspection is to be undertaken with reference to the Services, unless prohibited by the regulatory authority Buyer shall be notified of the same and Buyer shall have the right, but not the obligation, to be present at any such inspection and to review and comment on any responses required.
- 7.5. Seller agrees to undertake all corrective action reasonably requested by the Buyer and/or its authorized representatives following an audit as soon as reasonably practicable following receipt of any corrective action request.
- 7.6. Seller agrees to promptly notify Touchlight in writing of loss of any third party certification (such as ISO9000 series) that occurs during the term of the Contract.

### 8. Indemnities

The Supplier will indemnify and keep indemnified Touchlight from and against any liabilities, damages, remedies, losses, penalties, fines, costs, expenses (including reasonable legal fees and expenses), demands, claims and proceedings of any nature incurred by Touchlight and arising directly or indirectly

out of or in connection with:

- (a) any claim or suit for alleged infringement of patents or copyright relating to any use or sale of Goods or Services hereunder and will assume the defence of any and all such suits and will pay all costs and expenses incidental thereto;
  - (b) the failure of the Goods or Services to conform to or fulfil any term or condition of the Contract;
  - (c) the Supplier's performance or non-performance (including the performance or non-performance of any of the Supplier's employees, contractors or agents) of the Contract including claims for personal injuries, death and property loss; or
  - (d) any breach of the Supplier's warranties in clause 3
- except where such injury, death, damage or loss arises solely from the fraud, wilful misconduct or negligence of Touchlight or Touchlight's employees or agents or other contractors of Touchlight.

### 9. Site Work

- 9.1. Where the Supplier, its employees, contractors or agents:
- (a) provide work in connection with the installation or fitting of the Goods,
  - (b) perform Services, or
  - (c) enter upon Touchlight's premises, the Supplier must, and shall procure that its employees, agents and contractors will:
    - (i) perform all work in a proper and professional manner and in strict accordance with any drawings, Specifications and instructions;
    - (ii) perform all work so as not to impede, or interfere with any activities being carried out on Touchlight's premises, as far as reasonable practicable;
    - (iii) comply with all applicable laws and standards and Touchlight's directions and orders;
    - (iv) provide at their own expense (except where otherwise specified) all labour, tools, equipment, personal protective equipment and material necessary to complete the work;
    - (v) enter upon Touchlight's premises at their own risk; and
    - (vi) comply with Touchlight's contractor management system prior to commencing work and at all times during the performance of the work or Services.

### 10. Defects Liability Period

- 10.1. For Contracts for the supply and installation of Goods and/or the supply of Services, the Supplier, at its own cost, if required to do so by Buyer, must rectify any omission or defect in the Goods and or Services existing at the date of completion or which becomes apparent prior to the expiration of the Defects Liability Period.
- 10.2. Unless otherwise agreed, the Defects Liability Period will be a period of twelve (12) months from the date of completion of work.
- 10.3. If rectification work is not commenced or completed in accordance with Buyer's instructions, Buyer may have

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the rectification work carried out at the Supplier's expense (but without prejudice to any other rights Buyer may have) and the cost of rectification incurred by Buyer will be a debt due from the Supplier to Buyer.

### 11. Insurance

Supplier shall at its own cost effect and maintain with reputable insurers such insurance policies as are appropriate and adequate having regard to its obligations and liabilities under the Contract. Upon request, Supplier shall provide to Touchlight a certificate of insurance showing that such insurance is in place.

### 12. Termination

12.1. Buyer shall have the right at any time and for any reason to terminate the Contract in whole or part by giving the Supplier thirty (30) days' prior written notice. The Buyer's sole liability for termination under this clause 12.1 will be to pay the Seller for all reasonable incurred costs directly relating to work-in-progress at the date of termination to the extent that the Seller is unable to mitigate such costs.

12.2. Both Parties shall have the right at any time by giving notice in writing to the other to terminate the Contract forthwith if:

- (a) the other party commits a breach which is not capable of remedy;
- (b) the other party commits a breach of any of the terms and conditions of the Contract and fails to remedy the breach (when capable of remedy) within 30 days of a notice specifying the breach;
- (c) the other party becomes bankrupt, insolvent, compounds or makes any voluntary arrangement with its creditors or shall have distress or execution levied upon its property or is wound up or goes into liquidation (except for the purpose of a bona fide reconstruction), ceases or threatens to cease to carry on business or shall have a receiver administrative receiver or administrator appointed of the whole or any part of its assets or shall suffer the appointment of any similar person under the laws of its domicile.

12.3. Termination of the Contract does not affect any accrued rights or remedies of either Party. Terms and conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

### 13. Intellectual Property Rights

13.1. Nothing in these General Terms and Conditions is intended to, or shall, affect either Party's respective, rights, title, interest, and ownership in and to its respective Confidential Information, and/or proprietary information that existed prior to the date of the Contract ("**Background IP**"). Each Party retains all intellectual property rights throughout the world in and to its respective Background IP.

13.2. Subject to clause 13.1 above, where the Contract includes the provision of Services involving the preparation or provision of any design, formula, specification or drawings, the Supplier agrees to assign to Touchlight absolutely:

- (a) the copyright subsisting in any work created by the Supplier or any of its employees, agents or

contractors in the course of the Services and which is the subject of copyright; and

- (b) all rights in respect of any practice, concept, product, and process design the Supplier or any of its employees, agents or contractors creates, develops, discovers or first reduces to practice in the course of the Services and in respect of which intellectual property rights are capable of being protected or registered.

The Supplier agrees to sign all documents and do all acts and things necessary to ensure that legal ownership of copyright and other intellectual property rights vests in Touchlight.

13.3. The Contract does not give the Supplier any right, title or interest in Touchlight's documents or information and the Supplier must use Touchlight's documents and information solely for the purpose of providing the Goods and/or Services to Touchlight under the terms of the Contract.

### 14. Confidentiality Obligations

14.1. Supplier and Buyer shall treat all Confidential Information as confidential and proprietary. Each Party shall limit access to the Confidential Information to personnel with a legitimate need to know such information and for the sole purpose of delivery of the Services. Buyer shall be entitled to share Supplier Confidential Information with its Affiliates and professional advisors who have a legitimate need to know such information provided the same are subject to confidentiality obligations no less restrictive than those stated herein. Upon termination or expiry of the Contract all documents or other materials in whatever form which contain Confidential Information shall be returned to the discloser of the Confidential Information or destroyed by the recipient, except as required to comply with the obligations set forth in clause 7.1 hereof. Supplier shall notify Buyer promptly and without undue delay in the event of any breach of its obligations of confidentiality together with a description of the breach, likely consequences and actions taken or proposed to minimize possible harm.

14.2. Section 14.1 shall not operate as a restriction on either Party's right to use, disclose or otherwise deal with information which:

- (a) is or becomes generally available to the public through no wrongful act of the receiving Party;
- (b) is otherwise lawfully in the receiving Party's possession without restriction on use or disclosure and which was not directly or indirectly acquired from the disclosing Party (or its Affiliates);
- (c) is required to be disclosed by court order or operation of law provided (unless prohibited by applicable Law) the disclosing Party is notified immediately in order, in the disclosing Party's sole discretion, to contest such disclosure and the receiving Party takes reasonable steps to assist in contesting such request; or
- (d) is independently developed by or for the receiving Party without reference to the disclosing Party's Confidential Information as shown by demonstrable evidence.

### 15. Notices

15.1. A notice, consent, approval or other communication (each a Notice) under the Contract must be in writing, signed by

or on behalf of the person giving it, addressed to the person to whom it is to be given and either :

- (a) delivered by hand to that person's address;
- (b) sent by pre-paid mail to that person's postal address; or
- (c) sent by electronic mail to the business postal address or email address of the other party's nominated executive during working hours on any Business Day.

15.2. A Notice given to a Party in accordance with clause 15.1 is treated as having been given and received:

- (a) if delivered to a person's address, on the day of delivery if a Business Day, otherwise on the next Business Day;
- (b) if sent by pre-paid mail, on the third Business Day after posting; or
- (c) if sent by electronic mail and the sender does not receive a message from its internet service provider or the recipient's mail server indicating that it has not been successfully transmitted, on the day of sending if a Business Day, otherwise on the next Business Day.

### 16. Disclaimer of Consequential Damages

Neither Party shall be liable for any special, indirect, or consequential loss or damages in connection with or arising out of the Contract regardless of any notice of the possibility of such damages. Such limitation of liability shall not however apply to any claim made pursuant to clause 8.

### 17. Force Majeure

A Party shall have no liability for any act, omission or circumstance occasioned by any cause not within its control and which it could not, by reasonable diligence, have foreseen or avoided. Such acts, omissions or circumstances however shall not relieve a Party of liability in the event of its failure to use reasonable diligence to remedy or mitigate the situation and remove the cause with all reasonable dispatch and to give notice (including all details of the situation) in writing to the other Party as soon as possible after the occurrence.

### 18. Privacy Laws

Each Party agrees that it will handle all information containing personal data in accordance with all governing privacy Laws, including, to the extent applicable, the General Data Protection Regulation ((EU) 2016/679 (UK GDPR)). Supplier shall have in place appropriate operational, technical and organizational measures to protect personal data against accidental or unlawful destruction, alteration, unauthorised disclosure or access, and against all other unlawful forms of data processing.

### 19. Corporate Governance

19.1. Supplier represents and warrants that it and any Supplier employees, Affiliates, subcontractors, agents or any other persons who perform any obligations under the Contract on Supplier's behalf ("Supplier Representatives"), will comply with Touchlight's Supplier Code of Conduct found here <https://www.touchlight.com/supplier-code-of-conduct/>.

19.2. Supplier will, and will procure that Supplier

Representatives will, fully comply with all laws, statutes, regulations and codes of practice relating to anti-bribery and/or anti-corruption, including the Bribery Act 2010 or anti-slavery and human trafficking, including the Modern Slavery Act 2015.

19.3. Supplier will, and will procure that Supplier Representatives will, keep accurate and up to date records showing all payments made and received and all other advantages given and received by it in connection with the Contract and shall make such records available for inspection by Buyer upon request.

### 20. General

20.1. A Party's non-exercise of or delay in exercising any power or right does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right can only be waived in writing, signed by the Party to be bound by the waiver.

20.2. If any clauses in the Contract or its application to any person or circumstances is or becomes invalid or unenforceable, then the remaining clauses will not be affected and each remaining clause will be valid and enforceable to the fullest extent permitted by law.

20.3. The Contract is governed by the laws of England and Wales and the Parties irrevocably consent to the exclusive jurisdiction of the courts of England and Wales. The United Nations Convention on Contracts for International Sales of Goods shall not apply to the Contract.

20.4. Supplier may not assign the Contract without Buyer's prior written consent. Buyer may assign its rights or obligations under the Contract only to an Affiliate or successor in interest to its business which agrees to be bound by all terms and conditions of the Contract.

20.5. The Supplier is engaged and performs all work hereunder as an independent contractor and not as an agent or employee of Touchlight.

20.6. Supplier shall not make any oral or written statement or perform any act indicating that Touchlight endorses or approves or has endorsed or approved Supplier or its Goods or Work Product. Supplier shall not associate any name or trademark of Touchlight with Supplier without Touchlight's prior written approval.

20.7. The Seller acknowledges and agrees that, save as otherwise expressly agreed in writing between the Parties, the Contract does not confer upon it any exclusivity and the Buyer shall be entitled to procure some or all of the Goods or Services from a third party, or manufacture the Goods or perform the Services itself, at any time.

20.8. Touchlight reserves its right to review these General Terms and Conditions of Purchase at any time. If, following any such review, there is to be a change of these terms and conditions, then that change will take effect on the date that Touchlight notifies the Supplier of such change. Any proposed change to these terms and conditions by the Supplier must be requested in writing. Touchlight may refuse any such request without providing reasons. Changes requested by the Supplier will only be binding on Touchlight if Touchlight accepts them in writing and such acceptance is incorporated in the Contract.

20.9. The Contract, and any subsequent amendment(s), may be executed in counterparts by electronic means and the counterparts, together, shall constitute a single agreement.