

AC100 v2.1

General Terms and Conditions of Sale

VEON Scientific Ltd

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Status: Active

1. Definitions

1.1 In these Conditions the following expressions have the meanings set out below:

“Acceptance Criteria” means any written criteria expressly agreed by the Seller for acceptance of Goods, Equipment, Services or Deliverables.

“Buyer” means the person, firm, company or other business entity purchasing Goods or Services from the Seller.

“Business Day” means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

“Charges” means all prices, fees, NRE charges, licence fees, expenses and other sums payable by the Buyer under the Contract.

“Conditions” means these AC100 General Terms and Conditions of Sale, as amended from time to time in accordance with these Conditions.

“Contract” means the contract between the Seller and the Buyer for the supply of Goods and/or Services, comprising the documents identified in clause 2.

“Custom Product” means Goods, Equipment, Software, Firmware or Deliverables designed, configured, modified or manufactured specifically for the Buyer.

“Deliverables” means any drawings, specifications, reports, protocols, designs, documentation, software configurations or other deliverables expressly identified in the Contract.

“Documentation” means user manuals, specifications, instructions and other documentation supplied by the Seller.

“Early Access Product” or other associated terminology means any product, feature, software, firmware, accessory or functionality identified by the Seller as prototype, beta, pre-release, evaluation, pilot, development, early access or early adopter.

“Equipment” means instruments, machinery, assemblies, modules and other physical equipment supplied by the Seller.

“Firmware” means embedded software supplied with or incorporated into Equipment.

“Goods” means Equipment, products, parts, consumables and other tangible goods supplied by the Seller.

“Intellectual Property Rights” means patents, rights to inventions, copyright, design rights, database rights, trade marks, trade secrets, know-how and all other intellectual property rights, whether registered or unregistered.

“NRE” means non-recurring engineering, development, design, tooling, prototyping, integration or similar charges.

“Order” means the Buyer’s request or purchase order for Goods and/or Services.

“Seller” means VEON Scientific Ltd.

“Services” means installation, commissioning, calibration, training, engineering, integration, protocol development, support and any other services supplied by the Seller.

“Software” means software, applications, interfaces, APIs, utilities and related software supplied or made available by the Seller.

“Specification” means the written specification expressly agreed by the Seller for the relevant Goods, Services or Deliverables.

2. Application, Contract Formation and Order of Precedence

2.1 These Conditions apply to all business-to-business supplies by the Seller and exclude any terms which the Buyer seeks to impose or incorporate, including terms printed on, attached to or incorporated by reference into a purchase order, unless expressly accepted in writing by an authorised representative of the Seller.

2.2 A quotation is an invitation to treat and does not constitute an offer. Unless otherwise stated, a quotation is valid for 30 days and may be withdrawn or revised before acceptance of the Buyer's Order.

2.3 An Order constitutes an offer by the Buyer. No Contract arises until the Seller issues written acceptance, commences performance, or dispatches Goods, whichever occurs first.

2.4 The Contract shall comprise these Conditions together with the Seller's quotation, order acknowledgement and any other documents or written terms expressly agreed between the parties in connection with the relevant supply. Where identified by the Seller as applying to the relevant Contract, either AC101 OEM / Custom Terms or AC102 Early Access / Early Adopter Terms shall supplement these Conditions. Unless expressly agreed otherwise in writing, AC101 and AC102 are alternative supplementary terms and shall not apply concurrently. A Statement of Work, project specification, Acceptance Criteria or other project document shall form part of the Contract where one has been agreed, but the absence of any such document shall not prevent a Contract from existing.

Where there is any conflict or inconsistency between documents forming the Contract, the following order of precedence shall apply, to the extent that the relevant document exists: (a) a specific written agreement signed by both parties; (b) the applicable supplementary terms, being AC101 or AC102; (c) any agreed Statement of Work, project specification or Acceptance Criteria; (d) the Seller's quotation or order acknowledgement; (e) these Conditions; and (f) the Buyer's Order.

The Buyer's Order shall evidence the Buyer's commitment to purchase and may specify commercial and administrative details including quantity, price, delivery location, requested delivery date and purchase order number. Any additional or conflicting terms contained in or incorporated into the Buyer's Order shall not apply unless expressly accepted in writing by the Seller.

2.5 No variation is binding unless agreed in writing by an authorised representative of the Seller.

2.6 Acceptance of delivery, use of Goods, access to Software, or commencement of Services constitutes acceptance of the Contract.

3. Prices, Taxes and Expenses

3.1 Prices are those stated in the Seller's accepted quotation or order acknowledgement. Where no price is stated, the Seller's price current at the date of dispatch or performance shall apply.

3.2 Unless expressly stated otherwise, prices exclude VAT, duties, tariffs, taxes, carriage, insurance, packaging, installation, travel, subsistence and special handling, which shall be payable by the Buyer where applicable.

3.3 Where performance is delayed or costs increase due to a Buyer request, Buyer-caused delay, change in law, tax or duty, exchange-rate movement, supply-chain disruption or other matter outside the Seller's reasonable control, the Seller may reasonably adjust the Charges to reflect the resulting additional cost, provided that any agreed fixed-price commitment shall be respected except to the extent the Contract permits adjustment.

3.4 The Seller may apply an administration or minimum order charge where notified before acceptance of the Order.

4. Payment

4.1 Unless otherwise agreed in writing, invoices are payable in full within 30 days of the invoice date. Time for payment is of the essence.

4.2 The Buyer shall pay all sums due without deduction, withholding, set-off or counterclaim except where required by law.

4.3 If any sum is overdue, the Seller may, without prejudice to its other rights: (a) suspend manufacture, Services, Software access, support or delivery; (b) require payment in advance or additional security; and (c) exercise its rights under the Late Payment of Commercial Debts (Interest) Act 1998, including statutory interest and applicable fixed and reasonable recovery costs, to the extent available.

4.4 The Seller may allocate any payment received against any outstanding invoice or Contract as it reasonably determines.

4.5 Any extension of credit may be reduced or withdrawn where the Seller reasonably considers the Buyer's creditworthiness has deteriorated.

5. Cancellation and Buyer Changes

5.1 An accepted Order may not be cancelled without the Seller's written agreement.

5.2 Where cancellation is accepted, the Buyer shall pay all costs and liabilities reasonably incurred or committed by the Seller, including labour, materials, third-party commitments, NRE, work in progress and a reasonable amount in respect of lost profit, subject to applicable law.

5.3 Custom Products, configured Goods, bespoke materials and non-standard items are non-cancellable and non-returnable except where the Seller expressly agrees otherwise in writing.

5.4 Changes to scope, Specification, quantities, interfaces, Deliverables, Acceptance Criteria or programme dates requested after Contract formation are subject to written change control and may result in revised Charges and delivery dates. AC101 contains additional provisions for OEM and Custom Products.

6. Delivery, Programme Dates and Buyer Delay

6.1 Unless expressly stated as a binding milestone, delivery dates and programme dates are estimates only. Time for delivery or performance shall not be of the essence.

6.2 The Seller shall not be liable solely by reason of failure to meet an estimated date.

6.3 Any date or milestone shall be extended by a period reasonably reflecting delay caused by the Buyer, its personnel, contractors or suppliers, including delay in providing information, approvals, decisions, samples, materials, equipment, access, site readiness, interfaces or other dependencies required by the Seller.

6.4 The Seller may charge reasonable storage, rescheduling, remobilisation, travel and additional engineering costs arising from Buyer-caused delay.

6.5 The Seller may deliver Goods or perform Services in instalments. Each instalment may be invoiced separately.

6.6 Unless otherwise stated in the Contract, delivery of physical Goods is completed when the Goods are made available to the agreed carrier or at the agreed delivery point. Any applicable Incoterm must be expressly stated in the Contract.

7. Risk and Title

7.1 Risk in Goods passes to the Buyer on delivery in accordance with clause 6.6.

7.2 Title to Goods shall not pass until the Seller has received in cleared funds all sums due in respect of the Goods and all other sums then due from the Buyer to the Seller.

7.3 Until title passes, the Buyer shall keep the Goods identifiable as the Seller's property, properly stored, protected and insured, and shall not pledge or charge them as security.

7.4 Subject to applicable law, the Seller may require return of Goods to which it retains title and may exercise any lawful rights of recovery.

7.5 Software and Firmware are licensed, not sold, and ownership does not pass with title to Equipment.

8. Inspection, Acceptance, Returns and Defects

8.1 The Buyer shall inspect Goods promptly following delivery and notify the Seller in writing of shortages or visible transit damage within 7 days.

8.2 Returns require prior written authorisation. Unless the return results from a defect for which the Seller is responsible, carriage and associated costs are payable by the Buyer and the Seller may apply a reasonable restocking and refurbishment charge.

8.3 Custom Products, bespoke materials and specially configured Goods are not returnable unless expressly agreed by the Seller.

8.4 Where Acceptance Criteria or acceptance testing are expressly agreed, acceptance shall be determined against those criteria. Minor defects which do not materially prevent operation in accordance with the Acceptance Criteria shall not prevent acceptance.

8.5 Unless a different period is agreed, Goods or Deliverables subject to formal acceptance shall be deemed accepted if the Buyer does not provide written notice identifying a material failure against the Acceptance Criteria within 10 Business Days after completion of the agreed acceptance test or notification that the relevant item is ready for acceptance.

8.6 Routine, production or commercial use of Goods or Deliverables constitutes acceptance, except in respect of latent defects that could not reasonably have been identified during acceptance.

8.7 Additional acceptance and FAT provisions for OEM and Custom Products are stated in AC101. Where applicable, AC101 also defines the respective responsibilities of the Seller and Buyer following delivery, including installation, commissioning, validation, qualification, end-user acceptance and support. Additional acceptance and development provisions for direct end-user Early Access arrangements are stated in AC102.

9. Warranty

9.1 The Seller warrants that, at delivery and for any warranty period expressly stated in the Contract, Goods shall materially conform to the agreed Specification and Services shall be performed with reasonable care and skill.

9.2 The warranty does not apply to fair wear and tear, consumables, misuse, abnormal environmental conditions, improper storage, unauthorised repair or modification, failure to follow Documentation, use outside the agreed Specification, third-party equipment, or defects caused by materials, designs, information or instructions supplied by the Buyer.

9.3 Where a valid warranty claim is established, the Seller may, at its option, repair, replace, reperform the affected Services, provide a workaround, or refund the price paid for the affected Goods or Services.

9.4 Unless expressly included in the Specification or Acceptance Criteria, the Seller does not warrant the scientific, analytical, biological, chemical, regulatory or commercial outcome of any assay, protocol, method or application operated using the Goods.

9.5 Specific warranty provisions for Early Access Products may be modified by AC102 to reflect their agreed development status.

10. Software, Firmware, APIs and Documentation

10.1 Subject to payment of applicable Charges, the Seller grants the Buyer a non-exclusive, non-transferable licence to use Software, Firmware and Documentation supplied with the Goods solely for the Buyer's internal business purposes and operation of the Goods, unless separate licence terms apply.

10.2 Except to the extent a restriction is prohibited by law, the Buyer shall not copy, adapt, reverse engineer, decompile, disassemble, circumvent technical protections, remove proprietary notices from, or use Software or Firmware to develop a competing product.

10.3 The Seller may provide updates, patches and revised Firmware or Software. Unless the Contract expressly provides otherwise, the Seller does not warrant that every historic version, third-party operating environment, interface or API will remain supported indefinitely.

10.4 The Buyer shall not disclose API credentials, access keys or security information to unauthorised persons.

11. Third-Party Products and Integration

11.1 Third-party products, software and services may be supplied or integrated as part of a solution. Unless expressly stated otherwise, third-party products remain subject to their manufacturer's applicable terms and warranties.

11.2 The Seller is not responsible for a failure of continued compatibility caused by a third party modifying, withdrawing, discontinuing or ceasing to support hardware, firmware, software, drivers, protocols, APIs or services after the relevant integration has been completed.

11.3 Where the Buyer specifies third-party equipment or interfaces, the Buyer is responsible for ensuring the Seller receives timely access to accurate technical information and any permissions reasonably required for integration.

12. Intellectual Property

12.1 Each party retains ownership of Intellectual Property Rights owned or developed independently of the Contract.

12.2 All Intellectual Property Rights in the Seller's products, platforms, designs, drawings, Software, Firmware, Documentation, manufacturing methods, calibration methods, test methods, know-how, algorithms, interfaces and technology, including modifications and improvements to them, remain vested in the Seller unless expressly assigned in a written agreement signed by the Seller.

12.3 Payment of NRE, engineering, tooling, prototyping, integration or development Charges does not transfer ownership of Intellectual Property Rights unless expressly stated in a written agreement signed by the Seller.

12.4 Where the Seller creates a Custom Product or Deliverable, ownership and licence rights shall be determined by AC101 or the applicable Statement of Work. In the absence of an express written provision to the contrary, the Seller retains Intellectual Property Rights in its underlying technology and in improvements to its platform, products and methods.

12.5 The Buyer grants the Seller a non-exclusive licence to use Buyer-provided specifications, materials, data and Intellectual Property Rights solely to the extent necessary to perform the Contract.

12.6 The Buyer shall indemnify the Seller against third-party Intellectual Property Rights claims arising directly from compliance with designs, specifications or materials supplied or mandated by the Buyer, subject to the Seller promptly notifying the Buyer and allowing reasonable control of the defence.

13. Feedback and Improvements

13.1 The Buyer may provide suggestions, requirements, feedback, test results and recommendations concerning the Goods or Services.

13.2 Subject to the Buyer's confidentiality and Background Intellectual Property Rights, the Seller may use, develop, commercialise and incorporate such feedback into its products, services and technology without royalty or other obligation to the Buyer unless expressly agreed otherwise in writing.

13.3 Intellectual Property Rights arising from modifications or improvements to the Seller's existing products, platforms, Software, Firmware, designs, manufacturing methods or technology shall vest in the Seller unless expressly agreed otherwise.

13.4 AC102 contains additional provisions governing collaboration, feedback and development during Early Access or Early Adopter programmes.

14. Confidentiality

14.1 Each party shall keep confidential all technical, commercial and other information disclosed by the other party which is identified as confidential or which ought reasonably to be understood to be confidential.

14.2 Confidential Information may be used only for performance or receipt of the Contract and may be disclosed only to personnel, professional advisers, contractors and group companies who need to know it and are subject to appropriate confidentiality obligations.

14.3 Confidentiality obligations do not apply to information which is lawfully in the public domain, was lawfully known without restriction before disclosure, is independently developed without use of the confidential information, or is lawfully received from a third party without restriction.

14.4 A party may disclose Confidential Information where required by law or a competent authority, where legally permitted giving reasonable prior notice to the other party.

14.5 The Seller's source code, Firmware, CAD data, schematics, manufacturing information, calibration methods, algorithms, design files, technical know-how and non-public commercial information are confidential information of the Seller.

14.6 Nothing in this clause transfers ownership of any Intellectual Property Rights.

15. Data Protection and Cybersecurity

15.1 Each party shall comply with applicable data protection law in connection with the Contract.

15.2 Where the Seller processes personal data on behalf of the Buyer as a processor, the parties shall enter into or be bound by an appropriate data processing agreement containing the terms required by applicable data protection law.

15.3 Unless expressly agreed otherwise, the Buyer shall not provide special category personal data, patient-identifiable information or other sensitive personal data to the Seller through support, telemetry or diagnostic channels.

15.4 Each party shall take reasonable technical and organisational measures appropriate to its role to protect systems and personal data used in connection with the Contract.

16. Compliance, Regulatory Status and Customer Use

16.1 The Seller may make changes to Goods necessary to comply with applicable laws, regulations, conformity assessment requirements, standards or technical requirements, or non-material changes which do not materially reduce agreed functionality or performance.

16.2 Unless expressly stated in the Contract, the Buyer is responsible for determining whether the Goods are suitable for its intended application, workflow, assay and regulatory environment.

16.3 The Buyer is responsible for obtaining licences, permits, approvals and consents required for its possession, installation, operation, import, export or use of the Goods.

16.4 The Buyer shall operate Goods in accordance with Documentation, applicable law and appropriate laboratory, safety and regulatory procedures.

16.5 Where AC101 applies, the respective responsibilities of the Seller and Buyer in relation to manufacture, regulatory compliance, conformity assessment and placing the Buyer's resulting OEM or Custom Product on the market shall be determined in accordance with AC101.

17. Liability

17.1 Nothing in the Contract excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability which cannot lawfully be excluded or limited.

17.2 Subject to clause 17.1, neither party shall be liable to the other for any indirect or consequential loss, or for loss of profit, revenue, business, production, anticipated savings, opportunity or goodwill, whether direct or indirect, except to the extent such exclusion is prohibited by law.

17.3 Subject to clause 17.1, the Seller's total aggregate liability arising out of or in connection with a Contract, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty or otherwise, shall not exceed 100% of the Charges paid or payable under the Contract giving rise to the claim.

17.4 The limitations in this clause reflect the allocation of risk between commercial parties and shall apply only to the fullest extent permitted by law.

17.5 Nothing in these Conditions limits the Buyer's obligation to pay Charges properly due or any liability arising from the Buyer's infringement or misuse of the Seller's Intellectual Property Rights.

18. Force Majeure

18.1 Neither party shall be liable for delay or failure to perform caused by circumstances beyond its reasonable control, including natural disaster, fire, flood, epidemic or pandemic, war, terrorism, civil disturbance, industrial dispute, failure of utilities or communications, cyber incident not caused by that party's failure to take reasonable precautions, transport disruption, shortage of materials or components, governmental action, import/export restriction or failure of a critical supplier.

18.2 The affected party shall use reasonable endeavours to mitigate the effect of the event.

18.3 Where a force majeure event continues for more than 90 days and materially prevents performance, either party may terminate the affected unperformed part of the Contract on written notice, save that the Buyer shall pay for Goods, Services and committed non-cancellable costs incurred before termination.

19. Suspension and Termination

19.1 The Seller may suspend performance if the Buyer fails to pay a sum when due, fails to provide a material dependency required for performance, materially breaches the Contract, or where the Seller reasonably believes continued performance would create a safety, legal, sanctions, export-control or material credit risk.

19.2 Either party may terminate the Contract for a material breach which, if capable of remedy, is not remedied within 30 days after written notice specifying the breach.

19.3 Any right to terminate or suspend arising from insolvency shall apply only to the extent permitted by applicable insolvency law. Nothing in these Conditions is intended to confer a right which applicable law prohibits the Seller from exercising.

19.4 Termination does not affect accrued rights. The Buyer shall immediately pay all outstanding invoices and Charges properly due for work performed, Goods supplied and non-cancellable commitments incurred up to termination.

19.5 Clauses intended by their nature to survive termination, including payment, Intellectual Property, confidentiality, liability and governing law, shall continue in force.

20. Notices

20.1 Formal notices under the Contract shall be in writing and delivered by hand, pre-paid first-class post or recognised courier to the registered office or principal business address of the recipient, or by email to an address expressly designated by that party for contractual notices.

20.2 A notice delivered by hand is deemed received when delivered; by post, at 9:00 am on the second Business Day after posting; by courier, when recorded as delivered; and by email, at the time of transmission provided no delivery failure message is received, or if sent outside business hours, at 9:00 am on the next Business Day.

20.3 This clause does not apply to service of legal proceedings.

21. Assignment and Subcontracting

21.1 The Buyer may not assign, transfer or charge its rights or obligations under the Contract without the Seller's prior written consent.

21.2 The Seller may subcontract performance and remains responsible for its contractual obligations. The Seller may assign the Contract to a group company or as part of a bona fide transfer of all or substantially all of the relevant business or assets.

22. General

22.1 If any provision is invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid and enforceable and the remaining provisions shall continue in force.

22.2 A failure or delay to exercise a right or remedy is not a waiver of that or any other right or remedy.

22.3 Except as expressly provided, no person other than a party to the Contract shall have any right to enforce its terms under the Contracts (Rights of Third Parties) Act 1999.

22.4 The Contract constitutes the entire agreement between the parties concerning its subject matter. Each party acknowledges that it has not relied on any statement or representation not expressly set out in the Contract, but nothing excludes liability for fraud or fraudulent misrepresentation.

22.5 Nothing in the Contract creates a partnership, joint venture, agency or fiduciary relationship between the parties.

22.6 Headings are for convenience only and do not affect interpretation.

23. Governing Law and Jurisdiction

23.1 The Contract and any dispute or claim arising out of or in connection with it shall be governed by the law of England and Wales.

23.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract, unless the Seller expressly agrees otherwise in writing.