

# HTSL GROUP LIMITED

## Conditions of Purchase

### (Incorporating trading subsidiaries High Technology Sources Limited, Phoenix Dosimetry Limited and Euroteck Systems UK Limited)

#### 1. DEFINITIONS

- 1.1. The 'Purchaser' shall mean HTSL Group Limited, a company registered in England and Wales with company number 05165202, or its trading subsidiaries High Technology Sources Limited with company registered number 04386579, Phoenix Dosimetry Limited with company registered number 08521146 and Euroteck Systems UK Limited with company number 04475290, all with a registered office address at 4<sup>th</sup> Floor, 24 Old Bond Street, London, W1S 4AW.
- 1.2. The 'Supplier' shall mean the person, firm, group or other organisation entering into the *Contract* as defined in condition 1.5 of these conditions.
- 1.3. The 'Goods' shall mean all items manufactured or supplied by the Supplier.
- 1.4. The 'Services' shall mean all advice given and services performed by the Supplier, including installation of the *Goods*.
- 1.5. The 'Contract' shall mean the agreement arising between the *Purchaser* and the *Supplier* following receipt of the *Purchaser's* order for the *Goods* and/or *Services*, these *Terms and Conditions* and any other documents specified in the *Purchase Order*.
- 1.6. *Delivery* means the date on which the *Goods* and/or *Services* are to be delivered to the *Purchaser*, as specified in the *Purchase Order*.
- 1.7. *Price* means the price of the *Goods* or *Services* as specified in the *Purchase Order*.
- 1.8. The *Purchaser* and the *Supplier* are also referred to herein individually as a "Party" and collectively as the "Parties".

#### 2. APPLICATION OF TERMS

- 2.1 These *Terms and Conditions* shall apply to the *Contract* unless otherwise agreed in writing by the *Purchaser*.
- 2.2 The *Contract* shall become binding and these *Conditions* shall be deemed to have been accepted by the *Supplier* on the acceptance of the *Purchase Order* by the *Supplier* (either verbally or in writing) or on delivery of the *Goods*, whichever is the earlier.

#### 3. ORDER ACCEPTANCE

- 3.1 A purchase order can be accepted in writing or by performance
- 3.1 Any variation must be agreed in writing between the parties.

#### 4. DELIVERY AND TITLE

- 4.1 Delivery must be made on the date and to the location specified. Delivery shall be made DAP – to the delivery address specified on the *Purchase Order* (Incoterms® 2020).
- 4.2 Time is of the essence. Late delivery may result in cancellation and damages
- 4.3 The *Goods* shall be packed and marked in a proper manner and in accordance with the *Purchaser's* instructions and any statutory requirements. In particular the *Goods* shall be marked with the Order Number, the net, gross and the weights, details of the contents shall be clearly marked on each container and all containers of hazardous goods (and all relating documents) shall bear prominent and adequate warnings. The *Supplier* shall indemnify and keep indemnified the *Purchaser* against all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the *Purchaser* may suffer or incur as a result of or in connection with any breach of this Condition.
- 4.4 All packaging materials will be considered non-returnable and will be destroyed unless the *Supplier's* advice note states that such materials will be charged for unless returned. The *Purchaser* accepts no liability in respect of the non-arrival at the *Supplier's* premises of empty packages returned by the *Purchaser*
- 4.5 Ownership and risk in the *Goods* shall without prejudice to any of the rights or remedies of the *Purchaser* (including the *Purchaser's* rights and remedies under Condition 5 below) shall pass to the *Purchaser* on delivery.

#### 5. QUALITY AND COMPLIANCE

- 5.1 All goods/services are subject to inspection. The *Purchaser* may reject defective, non-conforming, or damaged goods, which will be returned at *Supplier's* expense. Payment does not constitute acceptance.
- 5.2 The *Supplier* warrants and represents to the *Purchaser* that the *Goods* shall:
  - 5.2.1. conform in all respects with any particulars or specification specified in the *Purchase Order* including any variations;

- 5.2.2. conform in all respects with the requirements of any statutes, orders, regulations or bye-laws from time to time in force;
  - 5.2.3. be of satisfactory quality and free from defects in materials and workmanship; and
  - 5.2.4. be fit and sufficient for the purpose for which such goods are ordinarily used and for any particular purpose made known to the *Supplier* by the *Purchaser* and the *Purchaser* relies on the skill and judgement of the *Supplier* in the supply of the *Goods* and the execution of the *Purchase Order*.
- 5.3 *Supplier* warrants that all goods and services supplied comply with applicable export and import control laws, trade restrictions, and sanctions. *Supplier* shall indemnify *Purchaser* against any breach of this clause.
  - 5.4 The *Purchaser* reserves the right, upon reasonable notice and during normal business hours, to audit and inspect the *Supplier's* premises, records, processes, and systems relevant to the supply of goods and/or services under this Agreement. Such audits may include verification of compliance with agreed terms or contractual obligations, quality standards, regulatory requirements, and ethical practices. The *Supplier* shall provide all reasonable requests for cooperation and information. If any non-compliance or deficiencies are identified, the *Supplier* shall promptly implement corrective actions at its own cost, or the *Purchaser* may terminate the *Contract* (See Section 16). The *Purchaser* may conduct follow-up audits to confirm remediation.

#### 6. INSURANCE & SUBCONTRACTORS

- 6.1 Where goods or services are provided on the *Purchaser's* site, the *Supplier* shall:
  - 6.2 Maintain, at its own cost, adequate insurance coverage including public liability, employer's liability, and product liability or professional indemnity (as applicable), each with a minimum cover of ten million pounds sterling (£10,000,000) per claim (or £1,000,000 for professional indemnity).
  - 6.3 Provide evidence of such insurance upon request.
  - 6.4 Ensure all personnel, subcontractors, and agents comply with applicable laws, health & safety regulations, and *Purchaser's* site rules.
  - 6.5 Remain fully liable for the acts and omissions of its subcontractors.
  - 6.6 Be fully responsible for the safe custody of any instruments, equipment, or other property belonging to *Purchaser* while in its possession, custody, or control, including during transit and storage. The *Supplier* shall insure such items for their full replacement value against loss, theft, or damage, and shall indemnify the *Purchaser* against any such loss or damage. Risk shall not pass back to the *Purchaser* until the items are returned in good condition.

#### 7. HIRED EQUIPMENT

- 7.1 Where goods supplied under this PO are hired equipment:
  - 7.1.1. *Supplier* warrants that all equipment is safe, fit for purpose, compliant with applicable UK legislation (including PUWER 1998 and LOLER 1998 where applicable), and supplied with all necessary test and inspection certificates
  - 7.1.2. *Supplier* shall maintain ownership, risk, and insurance of the equipment at all times, except to the extent that loss or damage arises directly from *Purchaser's* negligence.
  - 7.1.3. *Supplier* shall indemnify *Purchaser* against any loss, liability, or damage arising from defective or unsafe equipment.
  - 7.1.4. Hire charges shall cease when equipment is collected by *Supplier* or returned to *Supplier's* premises, as specified in the PO.

#### 8. RADIOACTIVE AND HAZARDOUS MATERIAL GOODS

- 8.1 Where goods supplied are radioactive, hazardous, or otherwise regulated materials, the *Supplier* shall:
  - 8.1.1. Comply fully with all applicable UK and international legislation and regulations, including (without limitation) the Ionising Radiations Regulations 2017 (IRR17) and the Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (as amended).
  - 8.1.2. Provide all necessary permits, transport documentation, safety data sheets, certificates of conformity, and packaging in accordance with applicable law
  - 8.1.3. Ensure transport, storage, and delivery are carried out safely and legally by appropriately licensed carriers.
  - 8.1.4. Indemnify the *Purchaser* against any loss, liability, fines, or costs arising from *Supplier's* failure to comply with this clause.

#### 9. COMPLIANCE & ETHICAL STANDARDS

- 9.1 The *Supplier* shall comply with all applicable UK laws and regulations, including (without limitation) the Health and Safety at Work etc. Act 1974, the Bribery Act 2010, the Modern Slavery Act 2015, the UK GDPR and Data Protection Act 2018, and all applicable environmental legislation. The *Purchaser* may terminate this PO immediately for breach of this clause.

#### 10. PRICE AND PAYMENT

- 10.1. Prices are firm and inclusive of all costs (packaging, insurance, freight, duties, taxes, and delivery) unless otherwise stated on the PO

- 10.2. Payment terms are 30 days end of month from the date of invoice unless otherwise agreed. No surcharges will be accepted without prior written approval. Invoices shall not be rendered by the Supplier until completion of delivery of all the Goods
- 10.3. Unless otherwise agreed in writing by the Purchaser, the Supplier shall render a separate invoice in respect of each consignment of the Goods delivered under the Purchase Order.

#### 11. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- 11.1 Information supplied by Purchaser is confidential and may not be disclosed without prior written consent.
- 11.2 Except to the extent that the Goods are supplied in accordance with designs provided by the Purchaser, it shall be a condition of the Purchase Order that none of the Goods will infringe any patent, trade mark, design right (whether registered or not), copyright or any other right in the nature of intellectual property of any third party and the Supplier shall indemnify and keep indemnified the Purchaser against all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Purchaser may suffer.

#### 12. FORCE MAJEURE

- 12.1 Neither party shall be liable for any delay or failure in performing its obligations under this PO to the extent caused by events beyond its reasonable control, including (without limitation) acts of God, natural disasters, strikes, lockouts, acts of terrorism, war, epidemics, government action, or transport disruption.
- 12.2 The affected party shall notify the other promptly and use all reasonable endeavours to mitigate the impact. If such circumstances continue for more than 30 days, Purchaser may cancel the PO without liability.

#### 13. DISPUTE RESOLUTION

- 13.1 The Parties shall attempt to resolve any dispute, controversy, or claim arising under or relating to Contract, or to a material breach, including its interpretation, performance, or termination.
- 13.2 If the Parties are unable to resolve such dispute, either Party may refer the dispute to arbitration. Unless otherwise mutually agreed by the Parties, the arbitration shall be conducted in English and in accordance with Rules of Arbitration of the International Chamber of Commerce, which shall administer the arbitration and act as appointing authority.
- 13.3 The arbitration, including the rendering of the decision and/or award, shall take place in the United Kingdom, and shall be the exclusive forum for resolving the dispute, controversy, or claim. The arbitrator shall make the final determination as to any discovery disputes between the Parties. Examination of witnesses by the Parties and by the arbitrator shall be permitted.
- 13.4 A written transcript of the hearing shall be made and furnished to the Parties. The cost of this transcript shall be borne equally by the Parties. The award or decision of the arbitrator shall state the reasons upon which the award or decision is based and shall be final and binding upon the Parties.
- 13.5 The prevailing Party shall be entitled to compensation for the expense of the arbitration, including, but not limited to, the award of solicitors' fees, at the discretion of the arbitrator. Both Parties waive their right to any appeal under any system of law.
- 13.6 The award shall be enforceable before any court of competent jurisdiction upon the application to such court by either Party. The arbitrator shall have no authority to award any of the types of damages excluded hereunder and shall be so instructed by the Parties.

#### 14. GOVERNING LAW AND JURISDICTION

- 14.1 These Terms and Conditions and any PO are governed by and construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the English courts

#### 15. WAIVER

- 15.1 No delay or omission by the Purchaser in exercising any of its rights under the Contract shall constitute a waiver of that right and any partial exercise of any such right shall not prevent any future exercise of the right.

#### 16. TERMINATION

- 16.1 If a Party (the "Breaching Party") is in material breach of a material provision of these Terms and Conditions, including through late delivery of the Goods or Services, the other Party (the "Non-Breaching Party") shall submit a written cure notice to the Breaching Party advising of such breach
- 16.2 The Breaching Party shall have fourteen (14) days from receipt of such notice to cure the breach. If the Breaching Party does not cure the breach within the fourteen (14) day cure period, the Non-Breaching Party may terminate Contract.
- 16.3 Either Party may immediately terminate the Contract if the other Party is adjudicated bankrupt, files a petition for bankruptcy, makes an assignment for the benefit of creditors, or if an action under any law for the relief of debtors is taken

#### 17. NOTICES

- 17.1 All notices given by the Parties shall be made in writing and delivered personally or sent by prepaid mail (by airmail if the notice is being