

Terms and Conditions of Sale

Ovarro SA, Ovarro Inc, Ovarro Pty Ltd and Ovarro TS Ltd

26 June 2020

The sale of any products or services by Ovarro SA, (registered in Belgium with company number 0886.847.541), Ovarro Inc (registered in Delaware, USA with company number 4656171), Ovarro Pty Ltd (registered in Australia with company number CAN 006 805 910), and Ovarro TS Ltd (registered in England and Wales with company number 6879601) ("Ovarro") to a person or entity ("Customer") is expressly conditioned upon the terms and conditions contained or referred to herein. Any additional or different terms and conditions set forth in the Customer's purchase order or other communication are objected to and will not be binding upon Ovarro unless specifically agreed to in writing by Ovarro's authorized representative, provided, however, that no pre-printed facility entry form shall be binding even if signed by Ovarro's representative. Any order or authorization by the Customer, whether written or oral, to furnish products or services or licensing of software shall constitute acceptance of these terms and conditions.

1 Warranty

- 1.1 All equipment manufactured by Ovarro is warranted against faulty workmanship and parts (other than consumables) for a period of three (3) years from the date of shipment, with the exception of equipment from the Seprol product range (for which the equivalent warranty period is one (1) year from the date of shipment). The warranty does not cover modifications to software. The warranty period for repairs undertaken as part of Ovarro Services shall be ninety (90) days from the completion of the repairs. For any configuration services provided by Ovarro the warranty period shall be twelve months from completion but for all other software services provided by Ovarro, the warranty shall be ninety (90) days from completion.
- 1.2 Ovarro warrants to the Customer that Ovarro branded products ("Ovarro Products") sold will be free from material defects in materials, workmanship and title and will materially conform to any mutually agreed upon specifications or the specifications provided by Ovarro. If such Ovarro Products do not meet the foregoing warranties, and Customer promptly notifies Ovarro thereof within the applicable warranty period set forth in Section 1.1 above (other than for warranty of title) and returns such product to Ovarro, Ovarro will correct any such failure by, at its option, (i) repairing any defective or damaged part or parts of the products, or (ii) making available, FCA Ovarro's facility or other point of shipment (Incoterms 2020) any necessary repaired or replacement parts. Inbound shipping charges to Ovarro, including associated taxes, duties, tariffs, etc., shall be paid by the Customer. Return (outbound) warranty repair shipping charges shall be paid by Ovarro to the destination specified in the Customer's purchase order. If in Ovarro's reasonable judgment such repair or replacing of products is not practicable, Ovarro shall refund or credit monies paid by the Customer for such products. Under no circumstances shall Ovarro's liability extend beyond the above nor shall Ovarro, its principals, servants or agents be liable for the consequential damages caused by the failure or malfunction of any equipment.

- 1.3 Ovarro warrants to the Customer that Services provided by Ovarro, limited to repairs (not otherwise covered by manufacturer's warranty), contracted repairs, training courses, programming, configuration and general assistance ("Services") provided will materially conform to any mutually agreed upon specifications or the specifications provided by Ovarro and shall be provided using reasonable skill and care. If such Services do not meet the foregoing warranties, and Customer promptly notifies Ovarro thereof within the applicable warranty period set forth in Section 1.1 above, Ovarro will correct any such failure by re-performing any defective portion of the Services. Where, in the reasonable judgment of Ovarro, the re-performance of any defective position of the Services requires the return of any materials, then inbound shipping charges to Ovarro, including associated taxes, duties, tariffs, etc., shall be paid by the Customer and return (outbound) shipping charges shall be paid by Ovarro to the destination specified in the Customer's purchase order. If in Ovarro's reasonable judgment such re-performance of services is not practicable, Ovarro shall refund or credit monies paid by the Customer for such Services. Subject to Section 15 below, under no circumstances shall Ovarro's liability extend beyond the above nor shall Ovarro, its principals, servants or agents be liable for the consequential damages caused by the failure or malfunction of any equipment.
- 1.4 Ovarro branded software shall not be governed by these Terms and Conditions of Sale, but shall be governed by the term and conditions stated in the Ovarro Software License Agreement presented on installation of each Software Product.
- 1.5 The warranties and remedies set forth herein are conditioned upon:
1. proper storage, installation, use and maintenance, and conformance with any applicable recommendations of Ovarro;
 2. the absence of repairs, modifications or alterations not authorized by Ovarro; and
 3. customer promptly notifying Ovarro of any defects and (if required), promptly making the product available for correction, and Ovarro's ability to reproduce and observe the claimed defect or non-conformity.
- 1.6 Ovarro warrants non Ovarro manufactured products only to the extent that the manufacturer's warranty allows Ovarro to transfer such manufacturer's warranty to Customer. Ovarro will pass through to Customer any such warranties which for the avoidance of doubt shall be limited to the duration specified by the corresponding manufacturer. Customer's sole remedy for breach of such warranty shall be the remedy offered by and available from the manufacturer, if any. Ovarro shall have no liability, whether in contract, tort, negligence, or otherwise, to Customer with respect to non Ovarro manufactured products. Consumables (such as batteries and the like), and failures due to consumables are excluded from all warranties.
- 1.7 Except as set forth in Section 2 below and in any event subject to Section 15 below, the preceding paragraphs set forth the exclusive remedy for all claims based on failure of, or defect in, Ovarro Products or Services sold hereunder, whether the failure or defect arises before or during the warranty period, and whether a claim, however instituted, is based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise. Upon the expiration of the warranty period, all such liability shall terminate. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY*. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY*. IN THE EVENT THAT OVARRO IS UNABLE TO REPAIR OR REPLACE THE PRODUCT OR SERVICE IN A TIMELY FASHION, OR ANY WARRANTY PROVIDED HEREIN OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE, CUSTOMER'S RECOVERY OF ANY DAMAGE OR LOSS SHALL BE LIMITED TO THE PRICE PAID FOR THE PRODUCT OR SERVICE.

(*Unless, and to the extent that any law to the contrary applies which prevents the exclusion of any statutory warranties)

2 Intellectual Property

- 2.1 Ovarro shall retain exclusive rights to its products, intellectual property rights (including copyrights, trademarks, patents and trade secrets), schematics, logic diagrams, and manufacturing processes, and to all modifications thereto funded by Customer's purchase order. Ovarro shall retain ownership and does not convey, nor does Customer or Customer's final customer obtain any right, title, or interest in, software or firmware, specifications or data furnished or developed by Ovarro either prior to or in the performance of Customer's order. No schematics or source code shall be furnished, unless pursuant to a separate license as agreed by Ovarro.
- 2.2 Ovarro warrants that any Ovarro Product sold hereunder, and any part thereof, shall be delivered free of any rightful claim of any third party for infringement of any United States patent. If promptly notified in writing and given full authority, information and assistance, Ovarro shall defend, or may settle, at its expense, any suit or proceeding against the Customer so far as based on a claimed infringement which would result in a breach of this warranty, and Ovarro shall pay all damages and costs finally awarded therein against the Customer due to such breach, other than damages and costs arising from any wilful infringement by Customer after receipt of notice of the claimed infringement. Ovarro shall not be responsible for any compromise or concession made by Customer without the prior written consent of Ovarro. In case any Ovarro Products are in such suit held to constitute such an infringement and the use for the purpose intended of said products is enjoined, Ovarro shall, at its expense and option, either procure for the Customer the right to continue using said products, or replace same with non-infringing products, or modify same so they become non-infringing, or remove the products and refund the purchase price (less reasonable depreciation for any period of use) with any transportation costs to be separately paid by the Customer. The foregoing states the entire liability of Ovarro for patent infringement.
- 2.3 Ovarro shall have no liability under Section 2.2 above if the infringement or claim is based in whole or in part upon:
1. a product not manufactured by Ovarro;
 2. a product manufactured to Customer's design;
 3. a modification of the product not introduced or approved in writing by Ovarro; or
 4. the interconnection or use of the product in combination with equipment, software or other devices not made or supplied by Ovarro.

As to any such product, modification, or use in such combination, Ovarro assumes no liability whatsoever for patent infringement and the Customer shall hold Ovarro harmless against any infringement claims arising therefrom.

3 Shipping and Delivery; Title

- 3.1 Delivery of products from Ovarro, other than to customers in the United Kingdom, will be made EXW Ovarro's facility (Incoterms 2020) unless otherwise specified in any purchase order or agreement. Title to products shipped by Ovarro shall pass when the product is made available for shipment at the point of shipment. Title to services shall pass pro rata as the services are performed.
- 3.2 Delivery of products from Ovarro, to customers in the United Kingdom, will be made DAP (Incoterms 2020) unless otherwise specified in any purchase order or agreement. Title to products shipped by Ovarro shall pass when the product is made available for unloading at the address specified for delivery. Title to services shall pass pro rata as the services are performed.
- 3.3 Unless otherwise agreed by the parties in writing:
1. Ovarro shall determine the method and routing of all deliveries;
 2. delivery dates and times are approximate and based on:
 - a. prompt receipt by Ovarro of all information necessary to permit Ovarro to proceed with work immediately and without interruption,

- b. Customer's compliance with the payment terms, and
 - c. prompt receipt by Ovarro of all evidence Ovarro may request that any required export or import license, as applicable, is in effect;
 - 3. the prices for the products include only Ovarro's usual quality processes, systems, and tests; and
 - 4. partial deliveries shall be permitted.
- 3.4 Products shall be prepared, packed and made ready for shipment in accordance with good commercial practices unless otherwise agreed by the parties. Customer agrees to reimburse Ovarro for any costs for any non-standard packing, marking, documentation, delivery of documentation or shipping directions contained in the purchase order.
- 3.5 Any shortages or damage noted on received shipments, shall be notified to Ovarro, in writing, within 14 days of receipt of shipment.

4 Payments and Financial Condition

- 4.1 Unless otherwise agreed by the parties in writing, the following payment terms shall apply:
- a. payments shall be in the currency as set forth in Ovarro Order Acknowledgement, without setoff net thirty (30) days from the date of shipment;
 - b. payment shall be in the currency as set forth in Ovarro's Order Acknowledgement.
 - c. payment for international transactions outside the US, EU, and Canada will be per documentary Letter of Credit, cash on delivery or other payment arrangement agreed to in writing between the Customer and Ovarro; and
 - d. payment for product shall become due pro rata as shipments are made and payment for services shall be due as services are performed.

Payment shall be made to Ovarro's address as shown on Customer's invoice.

- 4.2 Customer shall pay a monthly late payment charge computed at the rate of 1.5%, or the maximum interest rate permitted by law, whichever is less, on any past due amount for each calendar month (or fraction thereof) that the payment is overdue, and Customer shall pay, indemnify and save Ovarro harmless from any and all costs and expenses of Ovarro's collections efforts including reasonable legal fees, and costs associated with compromises and judgments arising therefore. Ovarro retains a security interest and right of possession in the articles until Customer makes full payment, and Customer agrees to sign documentation at Ovarro's request as reasonably necessary to perfect such interest.
- 4.3 All transactions made by credit card, where applicable, are subject to the following fees on the total net price, including, but not limited to, if applicable, any freight, clearance fees, and document charges that may be part of the transaction:
- 1. For Ovarro Pty Ltd (Australia): Visa, Mastercard, American Express = 1.5%
 - 2. For Ovarro TS Ltd (UK). Visa and Mastercard =3%
 - 3. For Ovarro Inc. (USA): Visa, Mastercard, American Express =3%
 - 4. For Ovarro SA. (Belgium): Visa and Mastercard 3%. American Express = 4%.
- 4.4 A minimum order value of 100 US dollars, 100 Australian Dollars, 100 Pounds Sterling, or 100 Euros applies depending on the currency set forth in the Ovarro quotation. Ovarro reserves the right to automatically apply this minimum value, ex sales or value added tax where applicable, for any order received below the minimum order value.
- 4.5 All invoices paid by Telegraphic Transfer (TT), are subject to a set fee 50 US dollars, 50 Australian dollars, 30 Pounds Sterling or 50 Euros; depending on the currency set forth in the Ovarro quotation. It is the responsibility of Customer to include this wiring fee in addition to the amount of the invoice when wiring payment.

- 4.6 Any requests for changes shall apply only if Ovarro and the Customer agree in writing on the specifications of the change and the corresponding changes to pricing and/or schedule.
- 4.7 If at any time Ovarro determines that Customer's financial condition does not justify continued performance on the terms of payment previously agreed upon, Ovarro may require full or partial payment in advance or shall be entitled to suspend work or terminate the agreement without liability therefore.
- 4.8 In the event of the insolvency of the Customer or in the event any proceeding is brought by or against the Customer, voluntarily or involuntarily, under the bankruptcy or insolvency laws of the country of incorporation of the Customer or the Ovarro company, Ovarro shall be entitled to suspend work or terminate the agreement without liability therefore.

5 Taxes and Duties

- 5.1 Customer shall pay, or reimburse Ovarro for, the gross amount of any present or future sales, use, excise, income, value added tax (VAT), Goods and Services Tax (GST) or other similar tax applicable to the price, sale or furnishing of any services or products hereunder, or to their use by Ovarro or the Customer, or the Customer shall provide Ovarro with evidence of exemption acceptable to the taxing authorities.
- 5.2 Unless otherwise indicated on Ovarro's quotation, prices quoted do not include any value-added tax (VAT), Goods and Services Tax (GST), export/import duties, customs fees or brokerage fees, all of which shall be the sole responsibility of the Customer.

6 Limitations of Liability

- 6.1 SUBJECT TO CLAUSE 15, OVARRO'S LIABILITY FOR ALL CLAIMS OF ANY KIND, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, FAILURE OF A REMEDY TO ACCOMPLISH ITS ESSENTIAL PURPOSE, OR OTHERWISE, FOR ALL LOSSES OR DAMAGES ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS AGREEMENT, OR THESE TERMS AND CONDITIONS OF SALE, OR FROM THE PERFORMANCE OR BREACH THEREOF, OR FROM ANY PRODUCTS OR SERVICES COVERED BY OR FURNISHED UNDER THE CONTRACT OR ANY EXTENSION OR EXPANSION THEREOF (INCLUDING REMEDIAL WARRANTY EFFORTS), SHALL, IN THE AGGREGATE, IN NO CASE EXCEED THE CONTRACT PRICE OF THE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM. EXCEPT AS TO TITLE TO ANY PRODUCTS FURNISHED, ALL SUCH LIABILITY SHALL TERMINATE UPON THE EXPIRATION OF THE APPLICABLE WARRANTY PERIOD.
- 6.2 SUBJECT TO CLAUSE 15, IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, FAILURE OF A REMEDY TO ACCOMPLISH ITS ESSENTIAL PURPOSE, OR OTHERWISE, SHALL OVARRO, ITS EMPLOYEES OR SUPPLIERS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF USE OF ANY PROPERTY, COST OF CAPITAL, COST OF PURCHASED POWER, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF CUSTOMERS OF THE CUSTOMER FOR SUCH DAMAGES, EVEN IF OVARRO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND THE CUSTOMER WILL INDEMNIFY OVARRO, ITS EMPLOYEES AND SUPPLIERS AGAINST ANY SUCH CLAIMS FROM THE CUSTOMER'S CUSTOMERS. IF THE PRODUCTS OR SERVICES BEING PROVIDED BY OVARRO WILL BE FURNISHED BY THE CUSTOMER TO A THIRD PARTY BY CONTRACT OR RELATE TO A CONTRACT BETWEEN THE CUSTOMER AND A THIRD PARTY, THE CUSTOMER SHALL OBTAIN FROM SUCH THIRD PARTY A PROVISION AFFORDING OVARRO AND ITS SUPPLIERS THE PROTECTION OF THIS SUBSECTION AND THE PRECEDING SUBSECTION.

- 6.3 The products licensed or sold hereunder are not intended for use in any nuclear facility or application, or any life-support equipment or other application where failure of the products could lead directly to death, personal injury or severe physical or environmental damage. If so used, Ovarro disclaims all liability for any damages arising as a result of the hazardous nature of the application in question, including but not limited to nuclear or environmental damage, injury or contamination.
- 6.4 The Customer shall indemnify, hold harmless and defend Ovarro, its officers, directors, employees and agents against all such liability, whether based on contract, warranty, tort (including negligence), strict liability, or any other legal theory, regardless of whether Ovarro had knowledge of the possibility of such damages.
- 6.5 If Ovarro provides the Customer with advice or assistance concerning any products or systems which is not required pursuant to the agreement, whether paid for or not, the provision of such advice or assistance will not subject Ovarro to any liability, whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise and the Customer hereby releases Ovarro from any actions, claims suits or proceedings relating to matters covered by this sub-clause. The Customer shall continue to be liable to pay all charges which Ovarro may invoice in respect of the advice or assistance provided.

7 Excusable Delays

Ovarro shall not be liable for any breach of its obligations hereunder resulting from any cause beyond its reasonable control including but not limited to (a) acts of God, flood, drought, fire, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, hostilities, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; (f) collapse of buildings, explosion or accident; (g) any labour or trade dispute, strikes, industrial action or lockouts; (h) inability to obtain or delay in obtaining, due to causes beyond its reasonable control, suitable labour, materials, or facilities, including any vendor's alleged infringement of third party intellectual property rights (i) non-performance by suppliers or subcontractors, inability to obtain supplies; (j) acts (or omissions) of the Customer or its suppliers or representatives (k) prerequisite work by other; and (l) interruption or failure of utility service, delays in transportation. In the event that such event continues for a continuous period of three months Ovarro may terminate the agreement forthwith upon notice in writing to the Customer.

In the event Ovarro is delayed by acts of the Customer or by prerequisite work by other contractors or suppliers of the Customer, Ovarro shall be entitled to an equitable price adjustment in addition to extension of the time of performance.

8 Export

If Customer exports (or re-exports), directly or indirectly, any products or technical data supplied hereunder or any portion thereof, it is Customer's responsibility to assure compliance with applicable export control laws and to obtain any required licenses or approvals in its own name. Customer is also responsible for the accuracy and completeness of any information or certification provided by Customer for purposes of export control compliance.

9 U.S. Government Contracting

In the event that the Customer elects to sell products or services provided hereunder to the U.S. Government or to a prime contractor selling to the U.S. Government, Customer does so solely at its own option and risk, and agrees not to obligate Ovarro as a subcontractor other than under the provisions of FAR 52.244-6, Subcontracts for Commercial Items and Commercial Components. Customer remains solely and exclusively responsible for compliance with all other statutes and regulations governing sales to the U.S. Government. Ovarro makes no representations, certifications or warranties whatsoever with respect to the ability of its goods, services or prices to satisfy any such statutes and regulations, including without limitation DFAR 252.225-7014, Alt. 1, Preference for Domestic Specialty Metals, other than those contained herein.

10 Cancellation; Rescheduling

10.1 **Cancellation-Standard Products.** Customer may cancel its order for a standard product only if, prior to the shipment date requested in its purchase order, Customer:

1. provides Ovarro with written notice of the order cancellation; and
2. agrees to pay Ovarro the cancellation fee for each cancelled product.

10.2 Unless the parties agree otherwise, the cancellation fee shall be assessed at 15% of item value for standard products and 100% of item value for non standard products or buy out items.

10.3 **Rescheduling-Standard Products.** Customer may delay the shipment of a standard ordered product only if, prior to the shipment date requested in its purchase order, Customer:

1. provides Ovarro with written notice of the reason for delay;
2. has not previously delayed shipment of such products; and
3. if the notice of the delay is less than ninety (90) days prior to the shipment date requested in Customer's purchase order and/or if the duration of the delay is to exceed one hundred eighty (180) days, customer agrees to pay Ovarro for inventory and material handling and storage charges equal to two percent (2%) of the total price of the affected products for each month of such delay. However, in no event may the shipment be delayed for longer than twelve (12) months.

10.4 **Custom products or Last-Time Buys for End of Life (EOL) Products.** Notwithstanding the foregoing, orders for custom products or for last-time buys for end of life (EOL) products may not be cancelled, rescheduled, or returned. A "custom product" is any non-standard product developed by Ovarro under a special agreement or any product not appearing in Ovarro's standard product catalogue.

11 Additional Provisions for Services

11.1 Either Customer or Ovarro may terminate an agreement for Services hereunder for cause if the other of them:

1. becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed, or is the subject of a proceeding under bankruptcy or insolvency law;
2. fails to make payment hereunder when due which failure continues for fifteen (15) days after written notice thereof; or
3. breaches this agreement for Services in any other material respect (for which breach this agreement does not provide exclusive remedies other than termination) and such breach is not cured within sixty (60) days after written notice thereof is given by the non-breaching party (plus reasonable additional time if such breach cannot reasonably be cured within such period and a cure is promptly commenced and diligently pursued).

11.2 Ovarro may suspend its performance of Services hereunder if it has the right to terminate for cause as set forth in Section 11.1 above (without waiving its right to terminate for cause). Customer may for its convenience direct Ovarro to suspend its performance of Services hereunder, for up to thirty (30) days or as otherwise agreed by the parties, provided that it gives at least fifteen (15) days prior written notice thereof to Ovarro.

11.3 In the event of termination by Ovarro for cause, or suspension, of Services as set forth above, Ovarro shall be entitled to an equitable price adjustment to reflect its actual costs incurred in fulfilling and terminating or suspending the agreement, plus a reasonable level of profit (not exceeding 30%).

11.4 The provisions of this agreement for Services which by their nature extend beyond the period hereof for the performance of Services, including without limitation those concerning warranty, intellectual property, limitations of liability, excusable delays, payment obligations, and confidentiality, shall survive termination or expiration.

11.5 If Services hereunder are to be provided at Customer's site or a third-party site designated by the Customer, the following shall apply: Customer shall on an ongoing basis provide Ovarro access to:

- a. such site in a clean, lighted, safe, and level condition;
- b. adequate power sources, networks, telephone and data lines, and other utilities; and
- c. personnel, information and documentation as reasonably required by Ovarro.

Customer shall be responsible to obtain any required permits, approvals, authorizations or the like applicable to activity hereunder at such site.

12 General Provisions

12.1 These Terms and Conditions of Sale, along with any terms and conditions or documents referenced herein, contain the complete agreement between the parties, and no modification, amendment, rescission, waiver or other change will be binding on Ovarro unless agreed to in writing by Ovarro's authorized representative. The terms "herein," "hereof," "hereunder," and the like shall refer to these Term and Conditions of Sale as a whole. Any oral or written representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on Ovarro.

12.2 Ovarro reserves the right to subcontract any of its work to one or more subcontractors.

12.3 Customer may not assign any of its rights, duties, or obligations hereunder without the prior written consent of Ovarro.

12.4 These Terms and Conditions of Sale are not intended to create any rights of enforcement on any third party (other than permitted assignees to whom the agreement is actually assigned).

12.5 Customer shall not transmit to Ovarro any information, suggestions, or ideas claimed by Customer to be confidential except pursuant to a writing, signed by an authorized representative of Ovarro, which identifies such information and addresses its confidentiality. Any and all information, suggestions and ideas provided by Customer to Ovarro shall be considered to be not confidential unless otherwise noted to be confidential.

12.6 Where Customer is within the European Union, it shall comply with its applicable national Data Protection rules compliant with EU directives relating to the disclosure, usage and storage of personal data received from Ovarro under or in connection with this Agreement. Where Customer is not within the European Union, Customer agrees that any personal data and information belonging to employees, agents, sub-contractors or directors working or acting on behalf of Ovarro and received under or in connection with this agreement, shall:

- a. only be used in conjunction with this agreement;
- b. shall not be passed to third parties; and
- c. shall be removed from any media storage devices and otherwise destroyed immediately upon expiry, completion or cancellation of this agreement.

12.7 It is the duty of the Customer to ensure that products sold to it by Ovarro are not resold or exported (whether directly or indirectly) into countries and/or to persons, organisations or other entities where to do so would be in breach of any sanctions under European Union, United Kingdom, USA and/or Australian laws or regulations. Where there is a breach of this Condition, the Customer shall indemnify, defend and hold harmless Ovarro, its officers, employees, and agents from and against any and all liabilities, claims, losses, costs or expenses (including legal fees), lawsuits and/or judgments, arising either directly or indirectly from such breach. It is the duty of the Customer to ensure that it is fully aware of the prevailing sanctions.

12.8 The following shall apply only to those transactions where Ovarro Inc is the contracting party;

12.8.1 notwithstanding anything to the contrary herein and in such case this Agreement shall be governed by the laws of the State of Florida without regard to its conflict of law provisions.

12.9 The following shall apply only to those transactions where Ovarro Pty Ltd is the contracting party;

12.9.1 notwithstanding anything to the contrary herein and in such case this Agreement shall be governed by the laws of the State of Victoria, Australia.

12.9.2 where Ovarro Pty Ltd permits the dispatch of Goods without payment in full by the Customer, the Customer grants, at the election of Ovarro Pty Ltd the following security and rights to register on the Personal Property Security register.

12.9.3 Grant of Security

The Customer grants to Ovarro Pty Ltd a Personal Property Security Act 2009 ("Cth") (PPSA) Security Interest as defined in the PPSA as security for the payment of the cost of the Good supplied (The Collateral")

12.9.4 Attachment

The Customer acknowledges and confirms that:

1. Ovarro Pty Ltd has given value for its Security Interest in the Collateral;
2. Nothing in any Purchase Order is intended as an agreement that a Security Interest under this clause attaches at a later time than the time specified in Section 19 (2) of the PPSA; and
3. It has not made any other agreement with Ovarro Pty Ltd to vary the time of attachment of a Security Interest except in any express written agreement between the Customer and Ovarro Pty Ltd.

12.9.5 Registration

The Customer acknowledges that it has granted a Security Interest and authorises Ovarro Pty Ltd, if it elects to do so, to register its Security Interest in the Collateral in the Personal Property Security Register

12.9.6 Security Interest Continues

If the Customer disposes of or otherwise deals or agrees to deal with the Collateral prior to payment of the balance owing to Ovarro Pty Ltd, the Customer acknowledges that:

1. Ovarro Pty Ltd has not:
 - a) authorised any disposal or dealing or agreement to deal; or
 - b) agreed that any disposal or dealing or agreement to deal will extinguish any Security Interest held by Ovarro Pty Ltd; and
2. Ovarro Pty Ltd Security Interest continues in the Collateral despite the disposal or dealing or agreement to deal.

12.10 The following shall apply only to those transactions where **Ovarro SA** is the contracting party:

- a. notwithstanding anything to the contrary herein and in such case this Agreement shall be governed by Belgium law and the courts of the judicial district of Nivelles shall have exclusive jurisdiction to hear any disputes.
- b. The interest rate referred to in Section 4.2 shall be deemed to be seven (7%) percentage points above the European Central Bank base rate as determined on the latest previous 1 January or 1 July.

12.11 The following shall apply only to those transactions where **Ovarro TS Ltd** is the contracting party;

12.11.1 Nothing in this Agreement (including but not limited to Section 6.1 and Section 6.2) shall limit or exclude (or be construed to limit or exclude) Ovarro TS Ltd liability for:

- a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- b) fraud or fraudulent misrepresentation; and
- c) any matter in respect of which it would be unlawful for Ovarro TS Ltd to exclude or restrict liability

12.11.2 Notwithstanding anything to the contrary herein and in such case this Agreement shall be governed by the laws of England without regard to its conflict of law provisions.

13 Notices

Any notice hereunder shall be deemed to have been given if sent by prepaid first class mail to Customer at its last known address. Notice to Ovarro shall be to the office noted in the Customer Purchase Order – as per the listing following:

Ovarro Inc	Ovarro Pty Ltd
Suite 3030	Unit 8/3.5 Gilda Court
280 Wekiva Springs Road	Musgrave
Longwood FL 32779	Victoria 3170
United States of America	Australia

Ovarro SA	Ovarro TS Ltd
Waterloo Office. Park. Building "M"	Rotherside Road
Drève Richelle	Eckington
B-1410. Waterloo	Sheffield
Belgique	S21 4HL

14 Waiver

Failure by Ovarro to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

15 Severance

- 15.1 If any provision or part-provision of these terms and conditions are or become invalid, illegal or unenforceable under the laws of the prevailing jurisdiction (as determined in accordance with clause 12), this shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable under the laws of that jurisdiction.
- 15.2 If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
- 15.3 If one party gives appropriate notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

16 Anti-Modern Slavery Requirements

- 16.1 In performing its obligations under the terms and conditions contained or referred to herein and in its use of the goods and services provided hereunder, the Customer shall at all times:
- a. comply with all of the provisions of the Modern Slavery Act 2015;
 - b. comply with the Anti-Modern Slavery and Human Trafficking Policy as detailed on Ovarro's website;
 - c. not engage in any activity, practice or conduct that would constitute an offence under Sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and
 - d. ensure that each of its contractor, subcontractors and suppliers comply with the Anti-Modern Slavery and Human Trafficking Policy and with the Modern Slavery Act 2015.
- 16.2 The Customer shall notify Ovarro as soon as it becomes aware of:
- e. any breach, or potential breach, of the Anti- Modern Slavery and Human Trafficking Policy; or
 - f. any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement.