

Photonic Measurements

Terms and Conditions of Sale

1. GENERAL

1.1 In these conditions:

1.2 "PML" shall mean Photonic Measurements Limited.

1.3 "Customer" shall mean any company or any subsidiary or associated company, organisation or person ordering, or accepting a quotation for, PML's goods or services.

1.4 "communication" shall mean any communication or imparting of information whether verbal or by any other means.

2. APPLICATION OF TERMS

2.1 The Contract, subject to any agreed variation, will be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document). No terms or conditions will form part of the Contract simply as a result of such document being referred to in the Contract.

2.2 These conditions apply to all PML's sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by an authorised representative of PML. Nothing in these conditions will exclude or limit PML's liability for fraudulent misrepresentation.

2.3 Each order for Goods by the Customer from PML shall be deemed to be an offer by the Customer to purchase Goods subject to these conditions.

2.4 No order placed by the Customer shall be deemed to be accepted by PML until a written acknowledgement of order is issued by PML or PML delivers the Goods to the Customer if earlier.

2.5 The Customer must ensure that the terms of its order and any applicable specification are complete and accurate.

2.6 Any quotation is given on the basis that no contract will come into existence until PML despatches an acknowledgement of order to the Customer. Unless otherwise specified, any quotation is valid for a period of 30 days only from its date, provided that PML has not previously withdrawn it. We retain the right to withdraw a quotation at any time due to omissions or errors in data. Quotations are based on the customer ordering all items in the quotation. Discounts may not be applied if only part of the quote is ordered or items added to the quotation without prior written notice from PML Ltd.

3 DESCRIPTION

3.1 The description of the Goods shall be as set out in PML's acknowledgement of order.

3.2 All drawings, descriptive matter, specifications and advertising issued by PML and any descriptions or illustrations contained in PML's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They will not form part of this Contract.

4 PRICES

4.2 Prices given in any PML communication should only be regarded as correct at time of issue, or if printed, correct at date of publication. All prices and charges, other than those fixed by specific contract, are subject to alteration without notice.

4.3 Any typographical, clerical or other error or omission shall be subject to correction without any liability on the part of PML.

4.4 The price for the Goods shall be exclusive of any value added or other taxes, import or export duties, and all cost and charges in relation to unloading and insurance.

4.1 PML reserves the right to make an environmental charge (where applicable) where costs are incurred as a result of the necessity to comply with current legislation requirements.

5 TERMS OF PAYMENT AND CREDIT

5.1 Unless PML has agreed in writing other terms, payment should be received no later than 30 days from invoice date. The right is reserved to request a remittance with order, or to submit a pro forma invoice where the Customer does not have a credit account with the PML. PML also reserve the right to charge interest at 2% above the Santander Bank Plc base rate ruling at the date the amount is due. PML may, at its discretion, refuse or limit the amount of credit given to any customer and withhold supplies there from.

5.2 Time for payment shall be of the essence.

5.3 No payment shall be deemed to have been received until PML has received cleared funds.

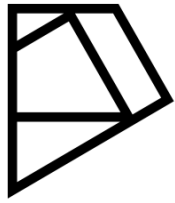
5.4 All payments payable to PML under the Contract shall come due immediately upon termination of this Contract, despite any other provision.

5.5 The Customer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by PML to the Customer.

6 TRANSPORT AND CARRIAGE

6.1 Despatch of goods will be made by the most appropriate method or as specified by the Customer (subject to all Health & Safety and other relevant regulations being met).

6.2 All orders will be subject to a processing and delivery charge to include where applicable the cost of cases, other containers, packing material and other freight charges, etc. Unless otherwise agreed such costs will be chargeable to the Customer. The PML reserves the right to make an additional charge to cover the cost of necessary specialised packaging used in the despatch of chemicals. This can include the packaging of hazardous materials and dry ice charges.



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7 DELIVERY DATES AND NON-DELIVERY

7.1 Shipping terms are as stated on the order acknowledgment documents. If no shipping terms are stated, shipping is Ex Works. Delivery and service dates are estimates unless PML expressly agrees in writing to a fixed date or schedule. PML will use commercially reasonable efforts to meet delivery and service date estimates. All delivery and service dates are conditioned on PML's timely receipt of all necessary information and approvals. If Customer causes a delay in delivery PML will store and handle all items at Customer's risk, and will invoice Customer for the unpaid portion of the contract price, plus applicable storage, insurance, and handling charges. PML may make partial shipments. PML will not accept responsibility for any shortages or damages unless Customer retains all shipping containers and packing materials for inspection.

7.2 The Customer shall be responsible for complying with any legislation or regulations governing the importation of the goods into the country of destination and for the payment of any duties thereon.

7.3 PML shall not be liable for any non-delivery of goods (even if caused by PML's negligence) unless written notice is given to PML within 7 days of the date of the invoice.

7.4 Receipt of an invoice must be regarded as notification of despatch. If the goods have not been received within 7 days of invoice date PML (and the carrier if known) must be informed in writing in accordance with clause 7 so that the consignment can be traced or a claim lodged.

7.5 Any liability of PML for non-delivery of the goods shall be limited to replacing the goods within a reasonable time or issuing a credit note against any invoice raised for such goods.

8 PROPERTY AND RISK

All goods are supplied by PML on the following conditions:

8.1 Risk shall pass to the Customer on delivery of the goods in accordance with clauses 7.1 or 7.2.

8.2 The goods shall remain the sole and absolute property of PML until payment in full of the price of the goods, in cash or cleared funds, has been received.

8.3 Until payment in full of the price of the Goods, the Customer shall not sell, transfer lease, charge, assign by the way of security, part with possession or otherwise deal in or encumber the Goods and any proceeds of such wrongful sale, transfer, lease, charge or assignment thereof shall be held by the Customer as trustee for PML.

8.4 Any right of the Customer to possession of the goods shall cease immediately if:

8.4.1 the Customer becomes unable to pay or stops paying its debts;

8.4.2 the Customer makes an arrangement with its creditors generally;

8.4.3 a receiver is appointed over any of the Customer's property whereupon PML shall have the right by its servants or agents to enter onto any premises owned or occupied by the Customer or any third party in order to remove such of the goods as maybe stored there.

8.5 Payment shall be due whether or not property in the goods has passed as above and PML shall be entitled to sue for any monies due under any contract even if the property in the goods has not passed.

8.6 The Customer grants PML, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

9. GRANT OF LICENSE

9.1 Software manufactured by PML is provide on a grant of licence basis is provided solely for use with PML Goods. PML grants Customer a non-exclusive, non-sublicensable, and non-transferable right to use the software ordered for Customer's internal purposes only. Customer may not reverse engineer, decompile, or disassemble any software it licenses from PML. Any Third Party software provided to Customer by PML is subject to the appropriate EULA between Customer and Third Party and is not warranted by PML.

10 RETURNED GOODS

10.1. Shipping discrepancies must be reported within 7 days. If your Goods needs to be returned a Returns Materials Authorisation (RMA) number is required to ensure your item can be tracked and efficiently processed. Please contact us to obtain an RMA number and ensure that this is marked clearly on the outside of the package, with a decontamination certificate if required on any returned item. In all cases separate notification of despatch should be sent. Until the goods have arrived safely, all liabilities, including carriage, packing and insurance, remain with the Customer for any item sent to PML. If the Customer has insured the goods and wishes to be informed of any damage in transit PML must be notified and given details of their condition on despatch.

10.2. No goods may be returned to PML Ltd without the authorisation of PML Ltd. The return of goods is subject to the provisions of conditions 20.3 and 20.4. Credit will be given (subject to conditions as set out in 10.4) for goods that are unused (see 10.5) and in re-saleable condition other than items from the following categories:

10.2.1 open chemicals or diagnostics

10.2.2 refrigerated or other perishables

10.2.3 items with an expired shelf life or an expiration date too short for resale

10.2.4 any article that has been delivered direct by a third party supplier

10.2.5 discontinued items

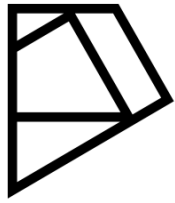
10.2.6 items not purchased from PML Ltd or its subsidiaries

10.3. Customers, if returning goods, may be requested to return any special packing which has been used, at the Customer's cost, (e.g. custom-made preformed styrene, shipping cases). PML reserve the right to charge for any such packing not returned.

10.4. Where goods are returned for any reason other than that set out in Clause 13 below the PML reserves the right to make a restocking/handling charge against the Customer.

10.5. In some instances, unwanted and unused goods may be returned, subject to prior agreement by PML. The responsibility and cost of returning these goods remains with the Customer. Credit will be based on the invoice price less a re-stocking/valuation charge and delivery costs. This charge will be at PML's discretion and will be advised when the return of goods is agreed. If items of an equivalent or greater value are being ordered to replace the returned items, then these charges may be waived at PML's discretion.

10.6 PML complies with the Consumer Contracts Regulations 2013 with regards to consumer sales and the cancellation of orders / return of goods terms included therein.



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11. GOODS ON APPROVAL OR LOAN

11.1 PML, at its discretion, may provide Goods to the Customer for a trial period prior to the Customer entering into a contract to purchase the Goods. Goods may also be provided temporarily to the Customer as substitute for corresponding Goods that the Customer sends to PML for repair. Charges for the provision of Goods on approval or loan shall be as agreed between the parties.

11.2 Goods provided as above shall be under the control of the Customer at all times from delivery until redelivery and the Customer shall ensure that: the Goods are used safely and without risk to health; used by competent staff; and not used for any purpose for which it is not designed or reasonably suited.

11.3 The Customer shall be responsible for and shall indemnify PML against all loss or damage caused to the Goods from whatsoever cause arising.

11.4 The Customer shall not move the Goods from the Customer's premises without PML's prior written consent. The Customer shall keep the Goods in its sole possession and shall not lend or sublet it to any person or otherwise part with possession of it in any way. The Customer acknowledges that the Goods remain the property of PML at all times and must not be sold or used as security. The Customer shall not permit any lien to be created on the Goods or pledge PML's credit for repairs to Goods.

11.5 The Customer must not attempt to repair the Goods in the event of damage or breakdown but must notify PML at once.

11.6 PML may require the return of Goods at any time.

12. ORDER CANCELLATION

12.1 Cancellation or part cancellation of an order can only be accepted with PML's prior agreement. PML reserve the right to recover from the Customer any costs and expenses incurred up to the date of cancellation. Orders for Custom Specified/Non-Catalogue Goods may not be cancelled without prior agreement with PML Ltd

13. QUALITY & WARRANTY

13.1 Where PML is not the manufacturer of the Goods/Software, PML will endeavour to transfer to the Customer the benefit of any warranty or guarantee given to PML.

13.2 PML warrants Goods manufactured by PML for a period of twelve (12) months from the date of shipping.

13.3 PML warrants Software manufactured by PML to perform substantially in accordance with the functions described in the software documentation provided. PML does not warrant that any software is error free.

13.4 PML warrants that (subject to the other provisions of these conditions) upon delivery the Goods will comply with the description in the acknowledgement of order and despatch note.

13.5 PML warrants that (subject to the other provisions of these conditions) upon delivery the goods will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased

13.6 PML shall not be liable for a breach of warranty unless:

13.6.1 the Customer gives written notice of any immediately apparent damage to the Goods or discrepancy between the order and the delivered Goods within 3 days of receipt of the Goods;

13.6.2 in all other cases the Customer gives written notice of the defect to PML within 7 days of the time when the Customer discovers or ought to have discovered the defect; and

13.6.3 PML is given a reasonable opportunity after receiving the notice of examining such Goods and the Customer (if asked to do so by PML) returns such Goods to PML's place of business at PML's cost for the examination to take place there.

13.7 PML shall not be liable for a breach of warranty if:

13.7.1 the Customer makes any further use of such Goods after giving such notice; or

13.7.2 the defect arises because the Customer failed to follow PML's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or

13.7.3 the Customer alters or repairs such Goods without the written consent of PML.

13.8 Subject to the above, if any of the Goods do not conform with the warranties PML shall at its option repair or replace such Goods (or the defective part) or refund the price of such goods and it shall have no further liability for a breach of the warranty in respect of such Goods.

13.9 Damaged Goods and any packaging relating to it must be retained in case inspection is required. Subsequently PML may require the Customer to return damaged Goods in accordance with clause 10.

14. INSTALLATION, MAINTENANCE & REPAIR BY PML

14.1 The provision of services of a suitable type and in a suitable location, which are necessary for the installation, is the responsibility of the Customer. Equipment to be installed, maintained or repaired must, by prior arrangement, be available for working on when PML personnel arrive. Where services and/or equipment is not available as above, PML reserve the right to charge expenses for time and/or travelling. This applies to any installation, maintenance or repair undertaken by PML whether quoted free of charge or not. PML will issue an invoice in respect of delivered Goods which, should installation be deferred at the request of the Customer, is payable in accordance with clause 5.

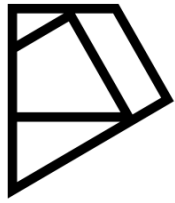
15. LIMITATION OF LIABILITY

15.1 Subject to clauses 7 and 13 the following provisions set out the entire financial liability of PML (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of:

15.1.1 any breach of these conditions; and

15.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

15.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by



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15.3 Nothing in these conditions excludes or limits the liability of PML for death or personal injury caused by PML's negligence or for fraudulent misrepresentation.

15.4 Subject to the above:

15.4.1 PML's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to the Contract price; and 15.4.2 PML shall not be liable to the Customer for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

15.5 Nothing in these conditions shall affect the statutory rights of the Customer dealing as a consumer.

16 TRADEMARKS AND OTHER LABELS & NONDISCLOSURE AND NON-USE OF PROPRIETARY INFORMATION:

16.1 Customer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Goods, including without limitation the serial numbers or trademarks on nameplates or cast, moulded or machined components.

16.2 "Proprietary Information" means any information, technical data or know-how in whatever form, including, but not limited to, documented information, machine readable or interpreted information, information contained in physical components, mask works and artwork, which PML considers proprietary or Proprietary, including but not limited to PML's service and maintenance manuals. Customer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from PML and will not transfer or disclose it without PML's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Goods or any similar Goods, or cause such Goods to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it without PML's prior written consent. All such Proprietary Information remains property of PML. No right or license is granted hereby to Customer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent, patent application or other proprietary right of PML, except for the limited use licenses implied by law.

17 INFRINGEMENT OF PATENTS, INTELLECTUAL PROPERTY RIGHTS, REGISTERED DESIGNS ETC.

17.1 The Customer shall inform PML in writing immediately of any claim demand or of any complaint of infringement of trade name, copyright, trademark, patent or any other industrial or intellectual property rights (hereinafter collectively referred to as "Intellectual Property Rights") belonging to third parties in regard to the Goods or any component or part of thereof including any accompanying manuals or documents.

17.2 In any of the cases mentioned in clause 17.1 herein, PML shall have full control to defend and or settle any claim or suits against the Customer and indemnify the Customer against any final award of damages and costs so far as the same is based on a claim that an PML Goods or manual or documents infringes the Intellectual Property Rights of any third party on the condition that the Customer notifies PML in writing immediately, permits PML full control to conduct, defend, settle including any appeals in the claim and/or suit, and cooperates fully with PML, its servants, agents and solicitors in the conduct of such claim and/or suit.

17.3 If the use of an PML Goods is enjoined for infringement or where the Goods is held to constitute an infringement of Intellectual Property Rights, PML will, at its option and absolute discretion, either arrange for the continued use by the Customer by providing a non-infringing substitute or accept the return of the Goods together with all accompanying manuals and documents etc. and refund its price less depreciation, in which event, both PML and the Customer are released and discharged from their respective obligations herein and neither party shall have any claims whatsoever against the other for breach of contract or damage or loss.

17.4 PML will not be liable for any infringement resulting from (a) compliance with the Customer's designs, specifications of instructions; (b) modification of the Goods; (c) use of the Goods; (d) use of the Goods other than as specified in PML publications or manuals; (e) use of the Goods with interfaces and/or parts not supplied by PML.

17.5 Whilst all Goods are supplied in good faith PML can give no undertaking that use or sale of Goods supplied will not cause the Customer to infringe third party intellectual property rights or similar proprietary rights.

18 FORCE MAJEURE

18.1 Neither party shall be liable for any circumstances beyond their reasonable control.

19 APPLICABLE LAW

19.1 The contract shall be governed by and construed in accordance with Northern Irish law and the parties irrevocably agree to submit to the jurisdiction of the Northern Irish Courts save that PML shall be entitled at its sole discretion to refer such disputes to the courts of any jurisdiction in which the Customer carries or has carried on business.

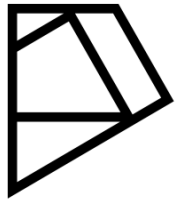
20 HEALTH AND SAFETY

20.1 General – Goods supplied should be used only for the purpose for which they are intended and in accordance with any instructions supplied. The Customer is responsible for determining suitability for use when:

20.1.1 services and/or ancillary items are used with goods supplied,

20.1.2 goods are specially manufactured or altered for Customers at their specific request.

20.2 Hazardous materials – PML will only supply and consign hazardous materials to bona fide businesses and reserve the right to withhold supplies of such goods from any Customer. PML accepts responsibility for providing suitable packaging and means of transport in compliance with all relevant UK legislation for delivery to Customers in accordance with clauses 7.1 or 7.2. If PML delivers a hazardous material to the Customer, it will provide Safety Data Sheets (as required by The Chemicals (Hazard Information and Packaging for Supply) Regulations 2004) free of charge no later than the date on which the material is first supplied to the Customer. PML will on request provide further Safety Data Sheets and any other available information to assist Customers in conducting risk assessments. It is the Customer's responsibility to conduct such assessments and PML is not liable for any failure on the part of the Customer to do so. Once in possession of any hazardous material, the Customer shall accept responsibility for ensuring its safe handling, storage and use.



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20.3 Return of hazardous materials to PML's premises – The Customer accepts responsibility for providing suitable packing, labelling, documentation and means of transport in compliance with existing legislation, and accepts full liability for handling and transportation when hazardous materials are returned to PML.

20.4 Contaminated equipment for repair, return or maintenance – The Customer is responsible for ensuring that any equipment which has been exposed to any hazardous or potentially hazardous material is properly decontaminated prior to the commencement of any work on that equipment by PML personnel. The Customer will issue a certificate detailing the nature of the contaminant(s) and the procedures used to ensure adequate decontamination. PML reserve the right to charge additional expenses incurred as a result of the Customer failing to decontaminate equipment. The Customer accepts full liability should injury be caused by any such contamination and shall indemnify PML against any claims and costs suffered or incurred by PML as a result of injury to PML's employees, agents or subcontractors arising from such contamination.

21 ANTI CORRUPTION

PML operates with zero tolerance of bribery and corruption and all business is transacted in accordance with our Anti-corruption and Bribery Policy which is available upon request.

21.1 The Customer shall not, and undertakes to procure that its employees, officers, agents, subcontractors, or anyone acting on their behalf shall not:-

21.1.1 directly or indirectly give, offer to give, agree to give or authorise the payment of, any gift or consideration of any kind as an inducement or reward to any person or organisation; or

21.1.2 directly or indirectly accept any gift or consideration of any kind as an inducement or reward for the purpose of improperly obtaining, retaining or directing business or to secure or obtain any improper business advantage.

21.2 The Customer represents, warrants and undertakes that it, or any person acting on its behalf, has:-

21.2.1 not undertaken any activity to which Clause 21.1 refers prior to the Contract (or any related agreement) being made;

21.2.2 implemented and maintained policies, procedures and controls which are reasonably expected to ensure, and to continue to ensure, compliance with all applicable Anti-Bribery Regulations; and

21.2.3 conducted, and will continue to conduct, its business in compliance with all applicable Anti-Bribery Regulations and so as not to contravene or commit any offence under such Anti-Bribery Regulations.'

22 MISCELLANEOUS

22.1 Each right or remedy of PML under the Contract is without prejudice to any other right or remedy of PML whether under the Contract or not.

22.2 If any provision of these conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of these conditions and the remainder of such provision shall continue in full force and effect.

22.3 Failure or delay by PML in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under these conditions.

22.4 Any waiver by PML of any breach of, or any default under, any provision of the Contract by the Customer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of these conditions.

22.5 No term of these conditions will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person other than PML or the Customer.

22.6 Your statutory rights remain unaffected.