

GENERAL TERMS AND CONDITIONS FOR FORENSIC TECHNOLOGY PURCHASES

1. DEFINITIONS

Unless otherwise required by the context:

- A) "Agreement" means these General Terms and Conditions, together with, as applicable, any special terms and conditions, specifications, drawings, and attachments specified in this Agreement, and any contract or purchase order issued by Forensic Technology which incorporates these General Terms and Conditions by reference.
- B) "Goods" means the items, equipment, materials and/or services to be provided hereunder.
- C) "Forensic Technology" means the Ultra Electronics Forensic Technology office issuing the purchase order to which these General Terms and Conditions apply, as shown on such purchase order.
- D) "Vendor" means the individual, firm, company, corporation from which Forensic Technology is purchasing the Goods.
- E) The titles of the articles shall not affect their interpretation.
- F) Expressions such as "herein", "hereunder" and other similar expressions refer to the entire Agreement.

2. PRICES

- A) Unless otherwise indicated, prices include packing to good commercial standards suitable for the selected mode of transport.
- B) The currency is as stated on the purchase order.

3. DELIVERY AND TRANSPORTATION

- A) Terms of delivery shall be as stated on the front page hereof.
- B) Terms of delivery such as EXW, FOB, CIF, etc. as used herein shall be interpreted in accordance with the Incoterms published by the International Chamber of Commerce.
- C) Partial shipments are not authorized by Forensic Technology, except when otherwise specifically stated.
- D) The Vendor shall ensure that the Goods arrive at the stipulated destination by the delivery date specified and, in this regard, time shall be of the essence.
- E) Upon shipment, when so required by virtue of the terms of delivery, Vendor shall ensure bills of lading are properly completed, insurance is subscribed if required, shipment is made in accordance with all legal requirements, and in the manner and by the route as directed by Forensic Technology. Should Forensic Technology fail to give such direction, the most effective manner shall be used.

4. TAXES AND DUTIES

Except as otherwise specifically provided on the face hereof, prices stated herein exclude all taxes, fees, duties or charges imposed by any governmental authority upon the Goods as an incident to the purchase, sale, ownership, storage, delivery, transportation, exportation or importation of the Goods. Except as otherwise specifically provided on the face hereof, any existing, increased, or new tax, fee, duty or charge levied on the Goods by any government authority outside of Canada, the United States or Ireland, shall be for the account of the Vendor. If by virtue of legislation such tax, fee, duty or charge is payable by Forensic Technology, the Vendor shall reimburse Forensic Technology for such tax, fee, duty or charge.

5. CHANGES AND SUBSTITUTIONS

Vendor shall not change the quality, quantity, nature and specifications of the Goods ordered by Forensic Technology hereunder unless agreed to in writing by an authorised Forensic Technology representative.

6. INSPECTION

Any inspection, acceptance or testing of the Goods by Forensic Technology or failure to inspect or test shall not relieve Vendor of its obligations, warranties or guarantees hereunder. Forensic Technology shall have full access to the place where the Goods are being manufactured and shall have the right to inspect and test all materials being incorporated therein. Forensic Technology may perform such work as necessary to render Goods acceptable where defective Goods are not repaired or replaced promptly by Vendor, or in urgent circumstances and Vendor shall reimburse Forensic Technology for costs of making Goods acceptable. No replacements shall be made without Forensic Technology's prior written instructions.

7. TITLE

- A) Title to the Goods purchased hereunder, including special order goods in the process of manufacture, shall pass to Forensic Technology when the Goods are delivered to the place of delivery indicated on the face hereof, or upon full or partial payment thereof by Forensic Technology, whichever first occurs.

- B) At the time of transfer of title to the Goods to Forensic Technology, Vendor shall have title to the Goods and/or the full right and authority to sell such Goods. The title shall be free and clear of all liens, claims and encumbrances whatsoever except for any taxes, duties or other charges for which Forensic Technology is responsible pursuant to the other provisions hereof.

8. PAYMENT, WITHHOLDING AND COMPENSATION

- A) Payment for Goods sold hereunder shall be made as provided on the face hereof.
- B) Forensic Technology shall be entitled to withhold payment as may be required by law and to the extent necessary to protect Forensic Technology in respect of:
- i) Costs incurred by Forensic Technology pursuant to clause 6 or clause 10(b) hereof,
 - ii) Claims or liens filed or the reasonable possibility thereof, on the Goods which have been delivered;
 - iii) Any portion of an invoice being disputed by Forensic Technology.
- C) Forensic Technology shall be entitled to offset any amount owing to Vendor hereunder, with any amount owed by Vendor to Forensic Technology under this or any other Agreement.

9. WARRANTIES AND GUARANTEES

- A) Vendor guarantees that all Goods, including parts or material listed in Forensic Technology specifications, shall:
- i) be of merchantable quality,
 - ii) be free from defects for a period of 18 months following delivery or 12 months following installation and commissioning, whichever first occurs;
 - iii) be of acceptable standards common to the industry;
 - iv) meet the requirements of governmental authorities which establish standards for such type of goods and all requirements of Forensic Technology as per any specifications.
- B) Vendor acknowledges that it is aware of the purpose for which the Goods are required and that Forensic Technology is relying on Vendor's judgement that the Goods are fit for such purpose.
- C) Nothing herein shall be construed to limit or exclude any warranties or guarantees implied by statute or by usage of the trade.

10. DEFAULT AND CANCELLATION

- A) Forensic Technology may cancel this order or any part hereof, notwithstanding acceptance and inspection of the Goods:
- i) if the Goods are not delivered by the specified date;
 - ii) if the Goods are not the same quantity, quality, nature, or specifications as ordered by Forensic Technology;
 - iii) upon breach of any guarantee specified herein or condition implied by law;
 - iv) if the Goods infringe on any patent, trade secret, trademark, or copyright, of a third party or their use is judicially enjoined by virtue of such potential infringement;
 - v) if, prior to delivery, the Vendor becomes insolvent, enters into bankruptcy or a receiver is appointed in respect of any of its business or Vendor makes an assignment for the benefit of its creditors;
 - vi) if a claim or lien is filed or there is the reasonable possibility thereof in respect of the Goods;
 - vii) pursuant to clauses 15, 17 and/or 18;
 - viii) upon breach by the Vendor of any provision of this Agreement.
- B) Vendor shall reimburse Forensic Technology for the costs of inspection, repackaging and return shipment of any Goods returned pursuant to such cancellation.
- C) Prior to delivery, for its convenience, Forensic Technology may cancel this order or any part hereof upon paying to Vendor all reasonable costs incurred by Vendor in respect of such Goods less any moneys already paid to Vendor.
- D) Forensic Technology shall not be liable to Vendor for any loss of profit or other damages to Vendor arising from cancellation pursuant to this clause.

11. LIABILITY AND INDEMNITY

- A) Vendor shall:
- i) be liable to Forensic Technology and its servants, agents and employees for any and all losses, costs and damages whatsoever which any of them may suffer, sustain, pay or incur, and in addition,
 - ii) defend, indemnify and hold harmless Forensic Technology and its servants, agents and employees against any and all proceedings, claims, demands, losses, costs, damages, penalties and interest whatsoever which may be brought against or suffered by any of them which they may sustain, pay or incur, arising directly or indirectly out of, or in connection with a breach of any provision of this Agreement by Vendor, including without limitation:
 - a) any claim for alleged infringement of any copyright, trade secret, trademark or patent in connection with the Goods;
 - b) any alleged claim, lien or encumbrance attached to the Goods arising through the ownership, possession or manufacture of the Goods by the Vendor, or failure to pay, when due and payable, taxes and duties for which Vendor is responsible.

- B) Forensic Technology shall have the right at its option to participate in the defence of any claim without relieving Vendor of its obligations hereunder in respect of the defence of such claim and costs thereof.

12. PATENT INFRINGEMENT

- A) Vendor shall ensure that Goods supplied hereunder do not incorporate any trade secret, copyright, trademark or patent of any third party pursuant to which a suit for infringement could reasonably be brought against Forensic Technology.
- B) Vendor shall defend, or may settle, at its sole discretion, any suit or proceeding brought against Forensic Technology insofar as the suit or proceeding is based upon a claim that any Goods manufactured by Vendor and furnished to Forensic Technology hereunder infringes any patent, if notified promptly in writing and given authority, information and assistance (the latter at Vendor's expense), for the defence thereof. Vendor shall pay all damages and costs which may be awarded against Forensic Technology under such suit or proceeding, but Vendor shall not be liable to Forensic Technology for any loss of profits or revenue resulting from such suit or proceeding. In cases where the use of the Goods is enjoined under such suit or proceeding or should the terms of settlement agreed between Vendor and any such claimant so require, Vendor shall, at its own expense, either procure for Forensic Technology the right to continue using the Goods or modify them so that they become non-infringing, or remove the Goods and refund to Forensic Technology the purchase price therefor plus the transportation and installation cost thereof, the whole without any other liability of Vendor to Forensic Technology or any other person for damages or otherwise.

13. NOTICES

Any communication given hereunder shall be in writing to the recipient's address set out on the face hereof or such other address as the recipient may advise from time to time in writing. Any communication properly given hereunder shall be deemed to have been received, if sent by telecommunication or hand delivered, on the first business day following its transmission, or, if sent by mail, on the 4th business day following the mailing thereof except in the event of a postal disruption.

14. USE OF NAME

Vendor shall not use Forensic Technology's name in advertising, promotional material or publicity releases relating to the Goods unless authorised in writing by Forensic Technology.

15. ASSIGNMENT

The rights and obligations of Vendor hereunder shall not be assigned or transferred without the prior written consent of Forensic Technology. Any attempt to transfer or assign the rights or obligations without such consent shall be void and ineffective for all purposes and shall entitle Forensic Technology, at its option, to cancel this order.

16. CONFIDENTIALITY

The terms of this Agreement and any supporting documentation, including without limitation specifications, engineering data and drawings given on behalf of Forensic Technology to Vendor to facilitate performance hereunder, shall be deemed to be confidential to and the property of Forensic Technology. Vendor shall use such confidential material only as required to perform its obligations hereunder. Vendor shall safeguard and hold in the strictest confidence all such confidential material. Upon Forensic Technology's request, Vendor shall return all such confidential material (except for its copy of this agreement) to Forensic Technology immediately following delivery of all goods ordered hereunder or upon cancellation of the purchase order.

17. SUPPLIER CODE OF CONDUCT

- A) Forensic Technology is committed to sourcing components, materials and services from companies that share its values related to human rights, ethics and environmental responsibility. Forensic Technology requires all its suppliers to abide by the requirements of its Supplier Code of Conduct, which generally covers without limitation the following topics:
- Modern slavery
 - Anti-bribery and anti-corruption
 - Gifts policy
 - Conflict minerals policy
- B) Vendor's performance under this Agreement shall constitute its agreement to the terms and conditions of Forensic Technology's Supplier Code of Conduct.

18. GENERAL PROVISIONS

- A) Unless otherwise specified in writing by Forensic Technology, these General Terms and Conditions govern this Agreement.
- B) In case of conflict between these General Terms and Conditions and any special terms and conditions that may form part of this Agreement, the latter will prevail.
- C) No amendment or modification to this Agreement shall be valid unless agreed upon by both parties in writing.



- D) The laws in force from time to time in the country/state/city where the issuing Forensic Technology office is situated shall govern this Agreement.
- E) In the performance of this Agreement, Vendor shall observe and comply with all applicable laws, regulations, ordinances, directives and orders of any proper authority having or asserting jurisdiction.
- F) Forensic Technology shall be entitled to strict performance of Vendor's obligations hereunder, and such right shall not be affected by any prior waiver, forbearance or course of dealing. Failure at any time by Forensic Technology to enforce any provision of this Agreement shall neither constitute a waiver of such provision nor prejudice its right to enforce such provision at any subsequent time. Waiver of any provision of this Agreement shall only be deemed to have been made if expressed in writing by Forensic Technology. If any provision of this Agreement is or becomes void or unenforceable by force of law, the remainder shall remain valid and enforceable.
- G) The giving of any bonus, commission, money or services in connection with this Agreement by Vendor to any Forensic Technology employee or agent, either before or after this Agreement is entered into, shall be deemed to be a breach of this Agreement.
- H) Vendor's written acceptance of the accompanying purchase order or contract, shipment of any article or commencement of performance hereunder shall constitute acceptance of the terms of this Agreement in their entirety. No contrary or additional terms shall apply unless agreed to by Forensic Technology in writing.