

B2B WEBSITE TERMS AND CONDITIONS OF SALE

1. GENERAL

- 1.1 This website, www.dextrauk.com (the "Website"), is owned, controlled and maintained, and all Products ordered via it are supplied, by NZP UK Ltd., (registered number 02420895) whose registered office is at 1 Glass Wharf, Bristol, United Kingdom, BS2 0ZX, trading as Dextra.
- 1.2 The Website is designed purely to provide information on NZP UK Ltd. and its Products.
- 1.3 In accessing any page of the Website you are deemed to have read, understood and agreed to be legally bound by these terms and conditions of use each time you access the Website. By ordering any of our Products, you agree to be bound by these terms and conditions of supply (together referred to as the "Terms and Conditions"). Please read these Terms and Conditions carefully before ordering any Products from the Website. These Terms and Conditions may be amended by us at any time by updating them on the Website. You should review these Terms and Conditions (including modifications) each time you access the Website.
- 1.4 When certain capitalised words and phrases are used in these Terms and Conditions, they have specific meanings. Where a defined term is used, it has the meaning given to it in the section of these Terms and Conditions where it was defined, including those in clause 2 below.
- 1.5 For the purpose of these Terms and Conditions, "Dextra", "we", "us" and "our" refer to NZP UK Ltd., and "Buyer", "you" and "your" refers to you and the business you are authorised to act on behalf of when entering into any Contract for the purchase of Products through our Website. Us and you are each a "Party" and together the "Parties" to these Terms and Conditions and any Contract entered into under these Terms and Conditions.
- 1.6 You will be subject to the Terms and Conditions in force at the time that you order Products from us, unless any change to the Terms and Conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these Terms and Conditions before we send you the Order Confirmation (as defined below), in which case we have the right to assume that you have accepted the change to the Terms and Conditions, unless you notify us to the contrary within seven working days of receipt by you of our notification.
- 1.7 These Terms and Conditions apply to all sales of Products via the Website to the exclusion of, and shall prevail over, any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing and any purported provisions to the contrary are hereby excluded.

2. DEFINITIONS

- (a) "Applicable Law" means all ordinances, rules, regulations, laws, guidelines and requirements of a competent authority applicable to the manufacturing of a Product which are the subject of an Order Confirmation;

- (b) "Contract" means the contract entered into between us and you comprising these Terms and Conditions and the information in any Order Confirmation;
- (c) "Order" means an order for Product placed by you via the Website;
- (d) "Product" means any product which is listed for sale on this Website;
- (e) "Specifications" means: (a) the applicable technical specifications (which may include material name, molecular formula, molecular weight, appearance, H NMR identity, consistency and purity), quality standards and testing methods for a Product (which may be in the form of a Certificate of Analysis), (the "Technical Specifications") or; (b) where no Technical Specifications are provided, our description of the relevant Product(s) which description is provided on a no liability basis and we accept no liability whatsoever in connection with the description provided or any failure of a product to match that description, in each case subject to clause 5.

3. DISCLAIMER

- 3.1 Whilst we have taken all reasonable care to ensure that information contained on this Website is accurate and up-to-date, the information has not been independently verified and no representation or warranty, expressed or implied, is made as to its accuracy or completeness.
- 3.2 We reserve the right to add, modify or delete information on this Website at any time.
- 3.3 The Product sold to you is manufactured by us specifically for use by you. No other use, manufacture, transfer or export by you to a third party is permitted without our express written permission.

4. ORDERING PRODUCTS

- 4.1 To submit an Order you will need to have an account with us and to follow the process set out on the Website.
- 4.2 Prior to submitting an Order, you should check all of the information that you enter and correct any errors before submitting your Order, as once your Order is submitted and an Order Confirmation is issued we may begin processing it immediately and it will not be possible to amend any error once it is submitted. You acknowledge that you will be responsible for any errors. You will not be able to cancel an Order once placed unless we confirm our agreement to its cancellation.
- 4.3 Your Order constitutes an offer to us. When you place an Order, we normally will send you an email acknowledging receipt of your Order ("Order Acknowledgment"). Please note the Order Acknowledgment does not constitute acceptance of your Order.
- 4.4 We will confirm our acceptance of your Order by sending you an email confirming the information you included in your Order and providing delivery details (the "Order Confirmation"). Unless we have notified you that we cannot accept your Order (in our absolute discretion), these Terms and Conditions and the Order will become legally binding on

- you and us when we send you the Order Confirmation and each Order shall incorporate the Terms and Conditions and shall be a new and separate Contract between you and us.
- 4.5 We reserve the right not to supply Products to individuals at private addresses. By submitting an Order you represent and warrant that you are:
- (a) acting for purposes wholly or mainly related to your trade, business, craft or profession;
- (b) have the authority to bind the business on whose behalf you are acting; and
- (c) not an individual consumer.
- 5. SPECIFICATIONS**
- 5.1 You hereby agree that the Specification for a Product, as identified in each Order Confirmation, shall be our standard Specifications for that Product, unless we agree otherwise in writing pursuant to a quality agreement.
- 5.2 All orders dispatched will be accompanied by the appropriate Certificate of Analysis/Product Data Sheet, with the exception of the Dextra Library Product Range where limited analytical data is available.
- 5.3 Any Specification and description given are for identification purposes only and do not form part of these terms and conditions or any Contract, and are given without any liability on our part, other than our liability for replacing Defective Product(s) pursuant to clause 13.2.
- 6. PRICE AND PAYMENT**
- 6.1 Subject to clauses 6.2 and 6.3, we maintain the right at any time prior to issuing the Order Confirmation to, without notice, change the price of any Product or delivery costs and/or to withdraw or remove any applicable discount and/or revise prices to take into account increases in costs including without limitation costs of any goods, materials, carriage, labour or overheads, the increase or imposition of any tax, duty or other levy or variation of exchange rates.
- 6.2 Our Website contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our Website may be incorrectly priced. We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you an Order Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.
- 6.3 Subject to clauses 6.1 and 6.2, the price of any Product will be as quoted on the website.
- 6.4 The prices quoted on the Website exclude:
- (a) delivery costs, which, if applicable, will be added to the total amount due invoiced with the Order Confirmation; and
- (b) VAT and any other applicable sales tax, duty, custom, inspection or testing fee or any other tax, fee or charge of any nature whatsoever levied by any governmental authority in connection with the sale of any Products, which in each case shall be your responsibility.
- 6.5 We will only charge delivery costs as described in clause 6.4(a) where we are responsible for arranging delivery of the Products to you. Where you are responsible for selecting the courier and arranging delivery, you will still be responsible for the cost of delivery but we will use your account with your selected courier.
- 6.6 You shall be the importer of record and solely responsible for compliance with all import and customs and regulations in respect of the Products.
- 6.7 Orders can be paid for:
- (a) at the time they are placed; or
- (b) on your request and at our absolute discretion, upon the issuance of an invoice by us with the Order Confirmation in accordance with clause 6.10.
- 6.8 Payment can be made by PayPal or by electronic transfer in Pounds Sterling, Euros or US Dollars. Where payment is made by electronic transfer Dextra will not accept deduction of your own bank charges. Where you wish to make payment of an invoice in a currency other than that quoted on the invoice, this can only be done with prior consultation with Dextra. Dextra will only accept the rate of exchange quoted on the date of invoice.
- 6.9 If we agree for you to pay via invoice, we shall invoice you with the Order Confirmation prior to dispatch of the Product. Invoices are payable within 30 days of the date of the invoice in the currency indicated on the invoice by wire transfer to the bank account as indicated on the invoice. Unless otherwise agreed in writing, we shall only dispatch the Product after you have paid the invoice in full, without set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law and provided that such deduction or holding shall be without prejudice to the provisions of clause 6.4(a) above). In the event that a shipment of Product is sent prior to payment of the respective invoice and you fail to pay such invoice within the agreed period, we have the right, but not the obligation, to suspend further shipment, without notice to the you, until all previous shipments are paid, or to terminate the Contract and seek all available remedies from you. Furthermore, if you fail to make a payment due to us under any Contract by the due date, then you shall pay interest on the overdue sum from the due date until payment of the overdue sum. Interest under this clause 6.9 shall accrue each day at 4% per annum above the Bank of England's base rate from time to time.
- 7. AVAILABILITY AND DELIVERY**
- 7.1 All Products are subject to availability. We will inform you if the Products that you have ordered are not available by emailing you.
- 7.2 Some Products require remake periods and sometimes are derived from raw materials which have uncertain or intermittent availability. They may therefore be unavailable for certain periods of time. If Dextra has insufficient stocks to meet all its orders Dextra may apportion available stocks at its sole discretion.
- 7.3 We will endeavour to deliver your Order by the delivery date set out in the Order Confirmation. However, all delivery timescales are approximate only, and the time of delivery is not of the essence. We shall be under no liability for

any delay or failure to deliver Product within estimated timescales.

7.4 You shall provide complete shipping instructions in sufficient time to enable us to perform our obligations. We shall not be obligated to make shipment in the absence of complete shipping instructions. The destination routing of shipments will be at our discretion.

7.5 We shall deliver the Product to the location provided by you in your Order. We shall not be liable for any delay in delivery of the Product that is caused by a force majeure event (as outlined in clause 14) or by your failure to provide adequate delivery instructions to us, nor shall any delay entitle you to terminate or rescind the Contract. We may deliver the Product by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle you to cancel any other instalment. Any person signing for a delivery made by or on behalf of us at the notified delivery address shall be deemed as providing absolute proof of delivery. If you fail or refuse to take delivery of the Product within your normal working hours on the date of delivery, or if we are unable to deliver on time due to your failure to provide adequate delivery instructions, we shall store the Product and you shall pay all related costs and expenses (including insurance). No variations to any delivery of Product required by you shall be binding on us unless agreed in writing, including, as part of such agreement, any change in price arising as a consequence to your variation to delivery of Product. We will provide for freight insurance, as per agreed INCOTERMS 2020.

7.6 If you (i) fail to provide shipping instructions within sufficient time as specified in clause 7.4, (ii) fail or refuse to take delivery or collect the Product within 14 calendar days after the date of delivery hereunder, (iii) fail to tender any payment hereunder when due, or (iv) fail to perform in any other respect according to your obligations set out in the terms herein (each of which shall be a material breach of contract), we may treat such default as a total or partial breach of the entire Contract and we may rescind the Contract and recover damages from you.

8. RISK AND TITLE

8.1 Risk of loss of Product sold shall pass to you at the time the goods are delivered to you (defined as FCA INCOTERMS 2020 or as otherwise stated in the applicable Dispatch Confirmation or agreed by the Parties in writing).

8.2 Title to any Product shall not pass to you until:

- (a) if you paid at the point of placing an Order, at the time the goods are delivered to you; or
- (b) if we agree for you to pay via invoice, when payment is received by us in full.

8.3 You shall ensure the Product is maintained in satisfactory condition, protected and insured against all risks for their full price at all times from the date of delivery until title passes to you. The Product shall be clearly identifiable as our

property and you shall not remove, deface or obscure any identifying mark or packaging on or relating to the Product. You shall give us such information as we may reasonably require from time to time relating to the Product. At any time before title to the Product passes to you, we may require you to deliver up all the Product in its possession and if you fail to do so promptly, enter any your business premises or premises of any third party where the Product is stored in order to recover it. You must not pledge or charge by way of security the delivered Product whilst it is still owned by us. Should you take any such action without our written permission, all sums outstanding become due with immediate effect.

9. STORAGE

9.1 Our Products are sold as freeze dried or solid material or more rarely as frozen solutions. The physical form is specified on the product data sheet. Most Products are stable for some weeks at ambient temperature, provided they are not opened and the seal is not broken. Products may be highly hygroscopic and therefore should be protected from water ingress.

9.2 We recommend that all Products are stored frozen at -15 to -20 degrees Celsius upon receipt and that they are allowed to warm to room temperature before opening. If made up into solution, they should not be repeatedly frozen and thawed. If required, stock solutions should be prepared in appropriate aliquots and stored until required. There are few Products which are unable to be shipped at ambient conditions, 'cold' shipments may incur an additional shipping & packaging charge, but this will be agreed with the you before dispatch.

10. HEALTH AND SAFETY

10.1 Dextra provides Material Safety Data Sheets on request, in accordance with current legislation. Products should be stored in accordance with the Material Safety Data Sheet and Product Labels. All Products supplied must be handled only by qualified, trained professionals who are familiar with the potential hazards. The materials are for use in facilities designed for chemical, biological and allied research only, and not for human or animal consumption. The absence of warnings should not be interpreted that the material has no risks of exposure. There may be little or no health effect information on many Products, and the user is responsible to follow standard safe laboratory practice and procedures, and avoid any contact with the chemicals used.

11. WARRANTY

11.1 We warrant that we have the right to convey good title to the Product and that the Product will be delivered free of all liens and encumbrances not set out in the Contract. We further warrant that a Product will be manufactured in compliance with Applicable Law and, to the extent expressly applicable to a specific Product pursuant to a statement by us, in compliance with cGMP and our DMF filed with the FDA or other equivalent Health Authorities.

- 11.2 SAVE AS PROVIDED IN SECTION 12 OF THE SALE OF GOODS ACT 1979 AND AS EXPRESSLY STATED IN THIS CLAUSE 11, ANY AND ALL OTHER WARRANTIES (INCLUDING WITHOUT LIMITATION, RELATING TO FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AND DESCRIPTION) WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED BY STATUTE, COMMON LAW, TRADE CUSTOM AND INDUSTRY PRACTICE ARE EXCLUDED TO THE FULLEST EXTENT POSSIBLE BY LAW. To the extent that a Product is manufactured or supplied in accordance with a specification supplied by you, you shall indemnify us against all liabilities, costs, expenses, damages and losses suffered or incurred by us in connection with any claim made against us for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with our use of that specification.
- 12. LIABILITY**
- 12.1 You hereby acknowledge that we have no control over the ultimate use of a Product once it leaves our manufacturing facility. We shall have no liability arising out of or in connection with the sale or use of the Product, or any Product or material made from or incorporating such Product, except to the extent that the Product was not manufactured in accordance with Applicable Law or, if applicable, cGMP.
- 12.2 No person other than NZP UK Ltd or you shall have any obligations or liability under or in connection with the Contract. IN NO EVENT SHALL WE BE LIABLE TO YOU IN RESPECT OF ANY DEFECT ARISING FROM WILFUL DAMAGE, NEGLIGENCE, AS A RESULT OF POOR STORAGE CONDITIONS, MISUSE OR FAILURE TO FOLLOW INSTRUCTIONS ISSUED BY US CONCERNING THE PRODUCT, FOR ANY LOSS OR DAMAGE SUSTAINED OR INCURRED RESULTING FROM ANY DELIVERY QUANTITY SHORTAGES, PRODUCT WHICH IS DAMAGED, LOST IN TRANSIT, SHORT DATED, OR IS DEFECTIVE, IN EACH CASE, TO THE EXTENT NOT AS A RESULT OF BREACH OF CONTRACT BY US. WE SHALL NOT BE LIABLE TO YOU FOR ANY LOSS OF PROFITS, BUSINESS OR CONTRACTS OR OTHER INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS, EXPENSES OR OTHER CLAIMS IN EACH CASE WHETHER ARISING FROM NEGLIGENCE, BREACH OF CONTRACT OR ANY CLAIMS FOR COMPENSATION ARISING FROM THE SUPPLY OF ANY GOODS OR SERVICES EXCEPT AS EXPRESSLY DETAILED IN THESE TERMS AND CONDITIONS. WE SHALL NOT BE LIABLE FOR ANY REPRESENTATION, ADVICE OR RECOMMENDATION GIVEN BY ANY OF OUR EMPLOYEES CONCERNING THE STORAGE, USE OR APPLICATION OF ANY PRODUCT OR SERVICES WHICH HAS NOT BEEN CONFIRMED IN WRITING. THIS LIMITATION WILL APPLY EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS AND CONDITIONS OR ANY CONTRACT BETWEEN US AND YOU, OUR TOTAL LIABILITY FOR ALL LOSSES OR DAMAGES UNDER THESE TERMS AND CONDITIONS SHALL BE LIMITED TO THE VALUE OF THE PRODUCT IN THE RELEVANT DISPATCH CONFIRMATION. THIS CLAUSE SHALL SURVIVE TERMINATION OF THE CONTRACT. Nothing in these Terms and Conditions, or any Contract between us and you, shall limit liability for fraud or any other liability that cannot be legally excluded.
- 13. OUR RETURNS AND REFUNDS POLICY**
- 13.1 Without prejudice to clause 13.2 below, we are not obligated to accept returned Product under any circumstances. Should we accept returned Product at our own discretion, you will be liable for handling charged by our carrier for the return of Product.
- 13.2 If upon delivery to you the Product appears not to meet the Specifications (which shall be considered a "Defect" or "Defective"), you have 90 calendar days from date of delivery to test and determine, at your own cost and expense, the suitability and conformance to the Technical Specifications. If you, acting reasonably, determine the Product is Defective, you must notify us in writing within such 90-calendar day period setting forth the details of such Defect. In the event of a disagreement, an independent laboratory, agreeable to both you and us, will evaluate and determine if the relevant Product is Defective. If the Product is Defective, you shall return the Defective Product to us. You shall not return, repair or dispose of any Defective Product without our written consent. In the event we supply Defective Product to you, your remedy consists of, at our option, replacement of non-conforming goods with conforming product within 60 calendar days from the date when the existence of the Defect is confirmed or return of the purchase price. If you do not make any notification to the us within the 90-calendar day period referred to above the Product shall be deemed to be free from Defect and we shall have no liability for Defects in connection with that Product. To the maximum extent permitted by law, the remedies provided in this clause 13 shall be exclusive and in lieu of any other right, action, defence, claim or remedy of yours provided by law or otherwise (including these Terms and Conditions and any Contract) in connection with or by virtue of the presence of Defects in the Product. In particular, to the maximum extent permitted by law: (a) no right, action, defence, claim or remedy shall be available to you in case of defects of the Product different from the Defects and (b) we do not represent and warrant, nor undertake, that the Product is fit for any use you intend to make of the Product.
- 14. EVENTS OUTSIDE OUR CONTROL**
- We shall not be in breach of any Contract nor liable for delay in performing, or failing to perform, any of our obligations under that Contract if such delay or failure results from conditions beyond our reasonable control, including, but not limited to, acts of god, fire, flood, windstorm, epidemics, quarantines, war, embargoes, acts

or omissions of governmental authorities, strikes, labour disputes, shortage of raw materials, breakdown, shortage or non-availability of transportation facilities or equipment, delay by suppliers, other government actions affecting the supply chain or any other or similar event not within our control. In the event we are unable to supply the Product in the total volume as required by its customers collectively, we shall be entitled allocate available supply among our customers in a manner deemed by us to be fair and equitable at our absolute discretion. In the event of a notification by us of a force majeure event under this agreement, we may cancel any unperformed portion hereof upon ten (10) days' written notice to you.

15. BREACH AND TERMINATION

15.1 We shall be entitled to treat any of the following by you as a material breach of the Contract:

(a) A failure to provide shipping instructions within sufficient time as specified in clause 7.4,

(b) A refusal to accept any shipment properly tendered hereunder,

(c) A failure to make any payment hereunder when due, or

(d) A failure to perform in any other respect according to your obligations set out in the terms herein (each of which shall be a material breach of contract), each a "Material Breach".

15.2 Without prejudice to any other rights or remedies available to you, we may terminate a Contract with immediate effect on written notice to you if: (i) you commit any Material Breach of the Contract, and if such breach is remediable, fail to remedy the breach within 5 business days of notification in writing; (ii) you take (or are the subject of) any step or action in connection with you entering administration or insolvency including if you file a voluntary petition in bankruptcy, have a receiver appointed to any of your assets, cease to carry on business, make an assignment for the benefit of creditors, suspend, threaten to suspend, cease or threatens to cease to carry on all or a substantial part of your business, are adjudicated as bankrupt or becomes insolvent; or (iii) you suspend or threaten to suspend all or part of your business. On termination, you shall immediately pay to us all of our outstanding invoices and interest. Termination, pursuant to this clause shall not preclude any other legal or equitable remedy which is available to the terminating party, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination. Any provision that expressly or by implication is intended to come into or continue force on or after termination of the Contract shall remain in full force and effect.

16. TRANSFER OF RIGHTS AND OBLIGATIONS

16.1 The Contract between you and us is binding on you and us and on our respective successors and assigns. We, any company that controls us, is controlled by us, or is under common control with us, any equity holder in any of the foregoing, and any officer, employee, agent or representative of any of the foregoing shall have the right

to enforce the provisions of clauses 11 (Warranty) and 12 (Liability) as a third party, although no person who is not a Party to a Contract shall be required to consent to any amendment to the Contract, which shall be capable of amendment by an agreement in writing between the Parties to the Contract.

16.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

16.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

17. CONFIDENTIAL INFORMATION

17.1 All information that Dextra discloses to Buyer pursuant to the purchase of Product defined herein shall be deemed as confidential information of Dextra, including, without limitation, any technical or scientific information ("Confidential Information") and will remain the sole property of Dextra. Such Confidential Information shall not be disclosed, copied, duplicated, transmitted or used by Buyer, except for a Permitted Disclosure. "Permitted Disclosure" means (i) any disclosure of information to Buyer's employees, officers, representatives, contractors, subcontractors or advisors who need to know such information for the purposes of exercising the Buyer's rights or carrying out its obligations under the Contract and whose actions and/or omissions shall be deemed to be the actions and/or omissions of the Buyer for the purposes of the Contract, or (ii) a disclosure as may be required by Applicable Law, a court of competent jurisdiction or any governmental or regulatory authority. If either Party is required by Applicable Law, a court of competent jurisdiction or any governmental or regulatory authority to disclose Confidential Information, the Party required to disclose the Confidential Information shall, to the extent permitted by Applicable Law, prior to such disclosure, notify the other Party of such requirement and all particulars related to such requirement and shall co-operate with any reasonable requests of the other Party in relation to the confidential treatment or limiting of the disclosure of such Confidential Information. Disclosed information shall not be deemed Confidential Information hereunder if: (a) it is now or later becomes publicly known, other than through the fault of the receiving Party; (b) it is lawfully known without restriction to the receiving Party at the time of disclosure as evidenced by written documentation; (c) it is rightfully obtained by the receiving Party from a third party without restriction and without breach of any Contract or any similar agreement; and/or (d) it is independently developed by the receiving Party without access to the disclosing Party's information, as evidenced by written documentation. The obligations of confidentiality and non-use of disclosed Confidential Information shall survive any expiration or termination of the relevant Contract for a period of ten years. In case the Parties have entered into a separate confidentiality

agreement covering also the supply of the Product by Dextra to the Buyer, the terms and conditions of such confidentiality agreement supplements the content of this clause 17 and, in case of conflict between this clause 17 and the confidentiality agreement, the terms of the confidentiality agreement shall prevail during their terms of effectiveness.

18. INTELLECTUAL PROPERTY RIGHTS

18.1 The intellectual property rights, including the copyrights, in the material contained in this Website and any NZP UK Ltd trade marks and brands included in that material belongs to us and/or our licensors and/or suppliers.

18.2 You may use this Website only for your personal and non-commercial purposes. Except to the extent permitted by relevant copyright legislation, you must not use, copy, modify, transmit, store, publish, sell, or distribute the material on this Website, or create any other material using material on this Website, without obtaining our express prior written consent.

18.3 We hereby retain the entire right, title and interest to any and all intellectual property of any kind, existing prior or arising during the term of any Contract for the purchase of Products through our Website, whether or not protectable under patent, trademark, copyright or similar laws, including, without limitation, any intellectual property relating to the manufacture of the Product, and the purchase of Product or the disclosure of any confidential information to you shall not be construed as an assignment, grant, option, licence or other transfer of any right to our intellectual property. Nothing in these Terms and Conditions or any Contract will be construed as any representation or warranty by us that the design, manufacture, use or sale of the Product does not infringe any third-party intellectual property rights.

19. INTENDED USE

19.1 Product is manufactured by Dextra according to the relevant Specification, for use by the Buyer. No other use, manufacture, transfer or export by Buyer to a third party is permitted without express written permission of Dextra.

20. DATA PROTECTION

20.1 Dextra respects the privacy of those from whom it collects personal data. Further information on how we collect and use personal data is provided in our privacy policy available at <https://www.dextrauk.com/>.

20.2 Dextra and Buyer may hold personal data controlled by the other solely for the purpose of the performance by each party of its obligations under the Contract ("Agreed Purposes"). Such data may include the names, email addresses, mobile and work telephone numbers, business addresses and other work-related details of the parties' staff involved with the Contract ("Shared Personal Data").

20.3 In this clause:

(a) "Controller", "personal data", "processing" and "appropriate

technical and organisational measures" have the meanings assigned to them in the Data Protection Legislation.

(b) "Data Discloser" means party that discloses Shared Personal Data to the other party.

(c) "Data Protection Legislation" means (i) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data; and (ii) to the extent the General Data Protection Regulation ((EU) 2016/679) applies, the law of the European Union or any member state of the European Union to which the party is subject, which relates to the protection of personal data.

20.4 Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation.

20.5 Each party shall:

(a) ensure that it has all necessary notices and consents and lawful bases in place to enable lawful transfer of the Shared Personal Data to the other party, its employees and contractors (together "Permitted Recipients") for the Agreed Purposes;

(b) process the Shared Personal Data only for the Agreed Purposes;

(c) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;

(d) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this clause;

(e) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

(f) not transfer any personal data received from the Data Discloser outside the UK or the EEA unless (i) the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.

20.6 Mutual assistance. Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation.

21. COMPLIANCE

You shall comply with all statutes, laws and regulations that are binding upon you in the territory in which you operate including but not limited to all environmental laws and all laws prohibiting bribery and corruption, including but not limited to the UK Bribery Act 2010 and the U.S. Foreign Corrupt Practices Act of 1977. You agree that (i) your use of the Product provided by us shall comply with applicable economic sanctions and export control laws and

regulations maintained by the United States, European Union or its member states, United Kingdom, United Nations or any other authority (collectively, "Sanctions"); and (ii) you shall not take any action that would cause us or our affiliates or personnel to be in violation of Sanctions. You agree that you will not transfer or reexport the Products provided by us to, or use the Product provided by us for the benefit of, any party who is (i) the subject of Sanctions; (ii) located, organized, or ordinarily resident in a jurisdiction that is the subject of countrywide or territory-wide Sanctions (as of the date of these terms and conditions, Cuba, Iran, North Korea, Syria, Crimea region of Ukraine, and so-called Donetsk and Luhansk People's Republics) or (iii) owned or controlled by any person in (i) or (ii).

22. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. When using our website, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our Website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

23. NOTICES

All legal notices given by you to us must be given to NZP UK Ltd (at the registered office described in clause 1.1). However, please direct all customer queries to sales@dextrauk.com. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause above under clause 22 (Written communications). Notice will be deemed received and properly served immediately when posted by us on our Website, 24 hours after an e-mail is sent, or [three] days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

24. ENTIRE AGREEMENT

24.1 These Terms and Conditions constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, whether written or oral, relating to its subject matter. Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in any Contract. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

25. THIRD PARTY RIGHTS

25.1 Except as expressly stated in clause 16, a person who is not a Party to the Contract shall have no rights pursuant to

the Contracts (Rights of Third Parties) Act 1999 to enforce any of these terms and conditions or any Contract.

26. WAIVER

No failure or delay by us to exercise any right or remedy provided under these Terms and Conditions or any Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

27. SEVERABILITY

If any provision or part-provision of these Terms and Conditions or any Contract for the purchase of Products through our Website becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 27 the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

28. WEBSITE LINKS

- 28.1 This Website may contain links to third party websites. Such links are provided solely for your convenience and their presence does not imply that we have reviewed or endorsed these third party websites or the content contained therein. We have no control over and are not responsible for the availability of, or the information, materials, products or services contained or accessible through, such third party websites and accept no liability howsoever arising in respect of any such websites. If you decide to use a third party website, you do so entirely at your own risk.
- 28.2 Any third party that wishes to establish links to this Website should notify us in writing of their intention prior to doing so. We reserve the right to deny permission for any such links to this Website. If however we give written permission for any such links, we are not under any obligation to establish reciprocal links with the third party.
- 28.3 You may not edit, modify or re-distribute any content from our Website, or use it for commercial purposes without first obtaining our permission.
- ## 29. GOVERNING LAW
- 29.1 These Terms and Conditions, the Contract for the purchase of Products through our Website, and any dispute or claim (including non-contractual disputes or claims arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.