



CMR Surgical Ltd
1 Evolution Business Park
Milton Road
Cambridge CB24 9NG
United Kingdom

UK Terms of Purchase

Scope

1 These Terms and Conditions, together with the accompanying order, email or letter ("Order") (together the "Agreement"), govern the purchase by CMR Surgical Limited ("CMR") of goods and services from suppliers ("Supplier") and supersede any and all preceding agreements relating to its subject matter unless otherwise agreed in writing with CMR.

Delivery and Risk

2 All goods and services shall be supplied to CMR's premises (which, unless the accompanying Order indicates otherwise, shall be 1 Evolution Business Park, Milton Road, Cambridge CB24 9NG United Kingdom). All costs of shipment and delivery to CMR shall, unless otherwise agreed in writing between CMR and Supplier, be borne by the Supplier. All risks associated with the goods or services shall be borne by the Supplier until safe delivery to CMR's premises, or its agent, has been confirmed by CMR ("Date of Delivery").

Prices

3 The price that CMR shall pay for the goods or services shall be that agreed between CMR and the Supplier and shown in the accompanying Order.

Acceptance and Invoicing

4 All goods and services shall be subject to acceptance by CMR. If CMR does not indicate acceptance or rejection of the goods or services within 14 days of the Date of Delivery, they shall be deemed accepted ("Accepted Date").

5 If CMR rejects the goods or services, either before or, in respect of latent defects or Bespoke Goods or services supplied in breach of provisions 8 and 9 below, after the Accepted Date, the Supplier will be given the opportunity to rectify the defects that CMR has identified within 21 days of the date of rejection.

6 If the Supplier fails to correct any defects within the above period CMR shall be entitled to terminate this agreement forthwith.

7 The Supplier shall be entitled to submit an invoice only on or after Accepted Date. CMR will pay valid invoices within 30 days of receipt.

Intellectual Property Rights

8 All intellectual property rights, whether registered or unregistered, in CMR bespoke goods and processes, including all products and materials developed by or on behalf of the Supplier in relation to the goods and processes in any media, including without limitation computer programs, software, data, diagrams, reports and specifications (including drafts) ("Bespoke Goods") shall belong to CMR. The Supplier warrants that it has full and unencumbered title to, and full and unrestricted rights to transfer, all Bespoke Goods. The Supplier assigns, to CMR, with full title guarantee and free from all third party rights, all intellectual property rights in the Bespoke Goods and shall, at CMR's request and expense, execute such formal documents as may be required to confirm or give effect to this provision.

9 The Supplier shall ensure that its employees and sub-contractors are bound to assign all intellectual property rights in the Bespoke Goods to CMR (either directly or via the Supplier) and shall ensure that such employees and sub-contractors execute at the Supplier's cost such formal documents as may be required to confirm or give effect to this provision including but not limited to a waiver of all moral rights in the Bespoke Goods.

Indemnity

10 The Supplier shall keep CMR indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by CMR as a result of or in connection with any claim brought against CMR for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the receipt, use or supply of the Bespoke Goods or services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors.

Insurance

11 During the term of this Agreement and for a period of 6 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with this Agreement.

Confidentiality

12 The Supplier must not, and shall ensure that its employees, agents and sub-contractors shall not, without prior written authority from CMR either: a) disclose to any third party or use for its own benefit any confidential or secret information about CMR's business; b) make or possess copies of documents or other media on which such information is recorded; or c) retain, copy, disclose or use any information relating to, or copies of, the Bespoke Goods or services supplied to CMR under this Agreement. This provision shall continue in force after the termination of this Agreement until such time as the relevant information falls into the public domain otherwise than through the default of the Supplier.

Termination

13 CMR may terminate this Agreement on one week's notice at any time without cause. Except where the Supplier has failed to deliver goods or services by the date set for their delivery or has failed to rectify defects in delivered goods or services within the timescale set in provision 5 hereof, CMR shall pay or the Supplier shall refund to CMR such proportion of the agreed price as is fair and reasonable, given the degree to which the Supplier has fulfilled the Agreement, and the Supplier shall provide to CMR all the goods or services that he has completed at the date of termination. This Agreement shall expire, if not terminated beforehand, once CMR has accepted all goods and services deliverable hereunder and paid all of the Supplier's valid invoices save that provisions 5, 8, 9, 10, 11, 12 and 16 shall survive termination.

Compliance and Supply

14 EU RoHS2: The European RoHS Directive (2011/65/EU): CMR Surgical Ltd requires that all applicable materials and goods supplied are compliant with this directive. Suppliers must identify to us any exemptions that apply to any homogeneous materials or goods supplied, or confirm compliance on their delivery paperwork.

EU REACH: The European REACH Regulation ((EC) No 1907/2006, as amended): CMR Surgical Ltd requires that all materials and goods supplied shall not contain SVHC's that are subject to Authorization or Restriction, as identified in REACH legislation / current Candidate List of Substances of Very High Concern for Authorisation. Suppliers must identify to us any SVHC content greater than 0.1% of the weight of any material or goods supplied to us, or confirm compliance on their delivery paperwork.

15 Notwithstanding provision 14 the Supplier shall

- perform the services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- use personnel who are suitably skilled and experienced to perform the tasks assigned to them;
- ensure the services or Bespoke Goods will conform with all descriptions and specifications agreed in writing with CMR and that the Bespoke Goods shall be fit for any purpose expressly or impliedly made known to the Supplier by CMR;
- comply with all applicable laws, statutes, codes and regulations from time to time in force

Restrictions

16 Both during the term of this Agreement and during the six months following its termination (for whatever cause), the Supplier shall not seek to entice away from CMR any of CMR's employees or associates.

Laws

17 The validity, performance and construction of this contract shall be governed by the laws of England and Wales.