

This document outlines the standard terms and conditions of engagement of Bermondsey Electronics Ltd. In this document, "BEL" refers to Bermondsey Electronics Ltd. If these terms and conditions cannot be met, or if there is a delay in meeting them, BEL reserve the right to amend the proposal and invoice for any time expended on the project to this point. BEL will undertake to inform the client as soon as a potential breach is identified.

1. Anything not explicitly and prescriptively covered in the specification will not be a requirement under contract.
2. There will be total disclosure of prior art by the client at the beginning of the contract.
3. The sole point of reference for acceptance criteria will be the bi-laterally approved, BEL written, specification.
4. Every specification requirement must be confirmed as SMART – Specific, Measurable, Achievable, Realistic and Testable.
5. Each requirement of the specification must have a defined, repeatable test, acceptance criteria and resource responsibilities.
6. Where a requirements traceability matrix is required, this will be produced by BEL as part of the specification phase.
7. Where risk assessment activity is required, the requirement will be raised ahead of quotation.
8. If a design route is dictated by the client, responsibility for its success lies with the client.
9. These terms and conditions refer explicitly to development work against a known specification. If an algorithm for a requirement is partially or completely unavailable, the research/feasibility work necessary to characterise it, if undertaken by the BEL, is chargeable extra to this contract at a defined hourly rate.
10. Client is responsible for translating and confirming the requirements of all industry and product specific standards (that are not directly related to the products themselves) into the BEL specification - or providing approved data such that BEL can carry out the task.
11. All quotes/orders are subject to revision after the specification phase is completed.
12. Modification of the BEL Specification after approval will be subject to extra charges, and such changes may require re-assessment of the order value, all such modifications and extra work being chargeable at the contract hourly rate.
13. Delivery Estimates are based on prompt provision of data, decisions and approval of milestones by the client. The project plan will monitor time active and waiting time, whatever or whosoever the cause, so that realistic reviews may take place.
14. Delivery Estimates are based on the assumption of correct information being received from suppliers in timely fashion. When supplier deliveries are defective, this will be noted as promptly as possible. BEL takes no responsibility for defects in 3<sup>rd</sup> party supplied data.
15. A progress meeting must take place between people with decision making authority at least weekly. All parties to the contract commit to providing such resources (predominantly human) as are necessary to allow such progress reviews to take place.
16. The requirements of a contract may be driven directly by the client's client. If this is the case, BEL takes no responsibility for the client's customer requirements unless explicitly included in the BEL specification. BEL recommends communication between root clients and BEL (unless impractically numerous) is established by the client - reduces risk of omissions.
17. The BEL specification, no matter what its status, will be reviewed by the progress meeting at every meeting.
18. All firmware constraints on the design will be subject to the relevant clause below:
  - 18.1. In the case that the client has a full definition of the requirement, written details including state diagrams, process speed, data requirements, algorithms, and data ranges shall be supplied to BEL, and such will be included in the BEL specification on the condition that the client confirms the data is complete and adequate.

- 18.2. In the case that the client can describe the requirement without being able to define it prescriptively, a description of the requirement will be provided by the client and interpreted by BEL for inclusion and approval in the BEL specification.
19. All software constraints on the design will be subject to the relevant clause below:
  - 19.1. In the case that the client has a full definition of the requirement, written details including wireframes, user journey, database requirements, process speeds, etc., shall be supplied to BEL, and such will be included in the BEL specification on the condition that the client confirms the data is complete and adequate.
  - 19.2. In the case that the client can describe the requirement without being able to define it prescriptively, a description of the requirement will be provided by the client and interpreted by BEL for inclusion and approval in the BEL specification.
20. It is important for BEL to be permitted to showcase its technical achievements and publish the same online. This will be an ongoing process to which the client grants permission providing:
  - 20.1. Nothing is ever published without the client having seen it beforehand.
  - 20.2. The client doesn't withhold permission to publish without grounds, e.g., IP is threatened.
  - 20.3. Only IP that is connected directly with the client's product/s is relevant, e.g., a testimonial relating to the use of UVC LEDs and how a given client had technical issues overcome with BEL's assistance is appropriate for publication providing nothing relating to the method or use the client makes of UVC LEDs is revealed.
21. Client agrees to exclude BEL From liability for consequential, special or indirect damages, loss of profits and liquidated damages.
22. Client agrees to cap BEL liability at 50% of total contract value and no higher.
23. BEL does not warrant a performance standard higher than reasonable skill and care.
24. BEL only provides indemnities in respect of IPR, death, bodily injury or property damage.
25. BEL terms and conditions are