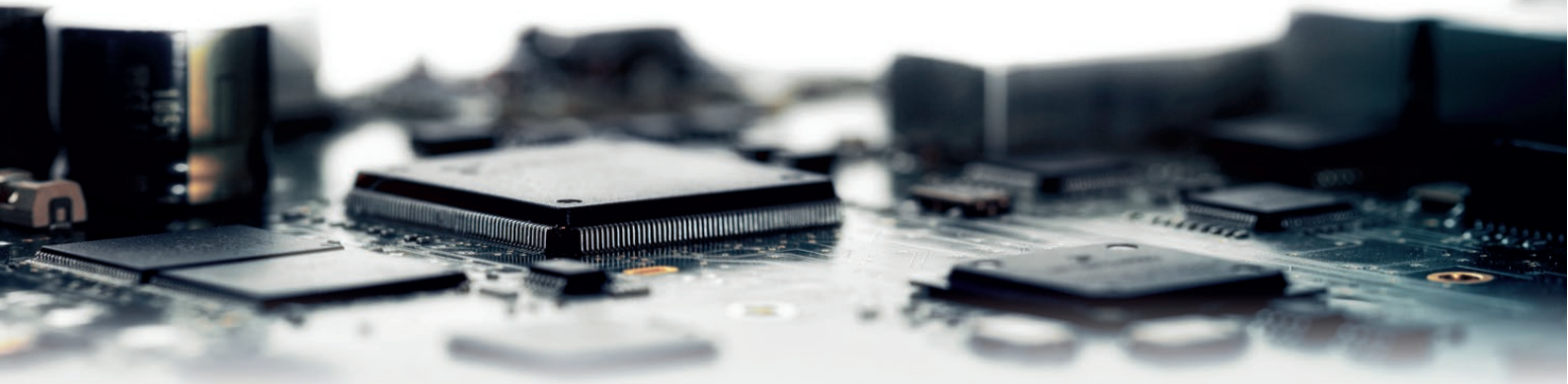


Electronic Manufacturing Services

Terms & Conditions of Sale
Revision R2 - May 2026



Roscan Electronics provides a fully managed Electronics Manufacturing Solution, supporting products from initial prototype and NPI through to repeat production and full system build, test and configuration.

Our capability spans PCB assembly with complex SMT and PTH technology, complex cable and harness manufacture with a full box build and electromechanical assembly.

All delivered through a controlled and consistent process designed to support our customers.



1. Definitions and Interpretation

- 1.1 "Company" means Roscan Electronics Ltd.
- 1.2 "Customer" means the person or entity purchasing Goods or services.
- 1.3 "Goods" means any products, assemblies, or services supplied by the Company.
- 1.4 "Contract" means the agreement formed between the Company and the Customer incorporating these Terms.
- 1.5 Headings are for convenience only and shall not affect interpretation.

2. Basis of Contract

- 2.1 These Terms govern all Contracts and apply to the exclusion of all other terms.
- 2.2 Any terms contained in any purchase order, framework agreement, service level agreement, or other document issued by the Customer are expressly rejected and shall have no effect.
- 2.3 In the event of any conflict between these Terms and any other agreement (including any non-disclosure agreement), these Terms shall prevail unless expressly agreed in writing and signed by a director of the Company.
- 2.4 The Customer acknowledges that it has not relied on any representation not expressly set out in the Contract.
- 2.5 These Terms constitute the entire agreement between the parties and supersede all prior agreements, understandings, or representations.

3. Quotations

- 3.1 Quotations are valid for 30 days unless stated otherwise.
- 3.2 Quotations are subject to:
 - (a) component availability;
 - (b) supply chain pricing and availability;
 - (c) manufacturing assumptions based on the data supplied.
- 3.3 The Company reserves the right to revise quotations prior to acceptance where material differences arise.

4. Orders

- 4.1 No order is binding until accepted by the Company.
- 4.2 The Customer shall ensure all specifications, drawings, BOMs, and data are accurate and complete.
- 4.3 Any changes after acceptance may result in:
 - (a) additional cost;
 - (b) delivery delay;
 - (c) partial or full rejection of the change.
- 5.0 Price & Payment
- 5.1 Prices are exclusive of VAT, packaging, and delivery unless stated.
- 5.2 Payment terms are 30 days from invoice unless agreed otherwise in writing.
- 5.3 The Company may:
 - (a) charge statutory interest on overdue sums;
 - (b) suspend performance;
 - (c) recover reasonable collection costs.
- 5.4 The Customer shall not be entitled to withhold, set-off, or counterclaim.

6. Delivery

- 6.1 Delivery dates are estimates only and no delivery sequence is binding unless agreed in writing.
- 6.2 Time shall not be of the essence in respect of delivery or performance.
- 6.3 Any contrary provision is expressly rejected.
- 6.4 Delivery is complete when:
 - (a) Goods are made available for collection; or
 - (b) delivered to the agreed location.
- 6.5 The Company shall not be liable for delay caused by supply chain issues, third parties, or Customer actions.
- 6.6 The Company may deliver in instalments.

7. Design Responsibility and Fitness for Purpose

- 7.1 The Company accepts no liability for fitness for purpose unless expressly agreed in writing.
- 7.2 The Customer is responsible for:
 - (a) design accuracy;
 - (b) completeness of data;
 - (c) fitness for purpose.
- 7.3 The Company does not assume responsibility for design validation unless agreed.

8. Components and Supply Chain

- 8.1 All orders are subject to component availability.
- 8.2 Where components become unavailable or increase in cost, the Company may:
 - (a) revise pricing;
 - (b) propose alternatives;
 - (c) cancel without liability (subject to agreement).

9. Customer-Supplied Components ('Free Issue')

- 9.1 The Company accepts no liability for defects arising from Customer-supplied components.
- 9.2 The Customer shall ensure all supplied materials meet required standards.
- 9.3 The Company shall have no liability for Customer-supplied materials unless value is declared in writing in advance:
 - (a) at quotation stage; or
 - (b) on the face of the purchase order.
- 9.4 Where value is declared and accepted, liability shall be limited to the declared value.

10. Manufacturing, Quality and Yield

- 10.1 Manufacturing involves normal process variation.
- 10.2 The Company shall use reasonable skill and care and follow applicable standards (including IPC where relevant).
- 10.3 Non-conformities may be:
 - (a) reworked;
 - (b) accepted by concession; or
 - (c) scrapped.
- 10.4 Minor deviations not affecting form, fit, or function shall not constitute defects.
- 10.5 Scrap arising during manufacture may be chargeable.

11. Testing

- 11.1 Testing is limited to agreed scope.
- 11.2 No warranty of defect-free goods unless agreed.

12. Inspection and Acceptance

- 12.1 Goods must be inspected within 7 days.
- 12.2 Failure to notify defects constitutes acceptance.
- 12.3 Remedy limited to repair, replacement, or refund.

13. Warranty

- 13.1 Goods are warranted for 12 months against workmanship defects.
- 13.2 Warranty excludes:
 - (a) component failure (unless covered by supplier);
 - (b) Customer design/specification issues;
 - (c) misuse or improper handling.
- 13.3 Claims must be notified within warranty period.
- 13.4 Remedies limited to repair, replacement, or refund.
- 13.5 Warranty void if Goods are modified, reworked, or misused.
- 13.6 All other warranties are excluded to the extent permitted by law.

14. Risk and Title

- 14.1 Risk passes on delivery.
- 14.2 Title remains until payment is complete.
- 14.3 The Company may recover Goods if unpaid.

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15. Cancellation and Work in Progress

- 15.1 Orders cannot be cancelled without written agreement.
15.2 Customer shall pay all costs incurred, including:
(a) work in progress;
(b) materials;
(c) labour and overheads;
(d) supplier charges
15.3 The Company shall take reasonable mitigation steps, but:
(a) is not required to vary commitments made in good faith;
(b) is not required to repurpose materials where not commercially reasonable;
(c) Customer remains liable for committed costs.
15.4 Customer bears full cost of bespoke Goods.
15.5 Cancellation fee up to 15% may apply.
15.6 Suspension may result in charges and revised pricing.

16. Storage and Delay

- 16.1 Storage, handling, and insurance may be charged where delivery is delayed.

17. Use and Handling

- 17.1 No liability for damage after delivery due to misuse or improper handling.

18. Forecasts and Order Commitments

- 18.1 Any forecasts provided by the Customer are indicative only and shall not constitute a binding commitment unless otherwise agreed in writing.
18.2 The Customer acknowledges that the Company may rely on forecasts for the purposes of material planning, procurement, and capacity allocation.
18.3 Where the Company commits to the purchase of components or allocation of resources based on the Customer's forecast, the Customer shall be liable for such commitments to the extent of the longest applicable component lead time.
18.4 Without prejudice to the above, any forecasted requirements falling within a 12-week rolling window shall be deemed firm and binding on the Customer.
18.5 The Customer shall be liable for all costs incurred by the Company in reliance on such firm forecasts, including but not limited to:
(a) associated overheads
(b) materials purchased or committed
(c) supplier liabilities
(d) production allocation

19. Limitation of Liability

- 19.1 The Company's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total price paid under the Contract.
19.2 The Company shall not be liable for any indirect or consequential loss, including but not limited to loss of profit, loss of business, loss of production, loss of data, or loss of goodwill.
19.3 This limitation applies to all causes of action and shall apply notwithstanding any failure of essential purpose.
19.4 The Customer acknowledges that the price reflects this allocation of risk.

20. Duty to Mitigate Customer must mitigate its loss under common law.

- 20.1 The customer must mitigate its loss under common law, and failure to do so limits Company liability.

21. Intellectual Property

- 21.1 Customer retains IP in supplied materials.
21.2 Company retains process and know-how IP.
21.3 Customer warrants rights to materials.

22. Third-Party Components

- 22.1 Covered only and limited by manufacturer or supplier warranties.

23. Lien

- 23.1 The Company has a lien over Customer goods until payment is complete.

24. Force Majeure

- 24.1 No liability for events outside control.

25. Insolvency

- 25.1 The Company may suspend or terminate if Customer is insolvent.

26. Notices

- 26.1 Notices are deemed received:
(a) on delivery by hand;
(b) on transmission by email (unless failure notice received);
(c) 2 business days after posting.

27. General

- 27.1 If any provision of this Contract is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
27.2 No failure or delay by the Company in exercising any right or remedy shall constitute a waiver of that or any other right or remedy.
27.3 A person who is not a party to this Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

28. Governing Law

- 28.1 This Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it shall be governed by the laws of England and Wales.
28.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

These Terms define the basis on which Roscan Electronics Ltd conducts all business and are designed to ensure clarity, consistency, and appropriate allocation of risk in a built-to-order manufacturing environment. Should you wish to discuss any aspect of these please contact your Roscan point of contact.

Thank You – from the Roscan Electronics Team.