

## Hinnao Technology– Terms and Conditions of Sale

These Terms and Conditions apply to the sale of all Products by us, Hi Immune Ltd, trading as Hinnao Technology, a company registered in England and Wales under number 12740806, whose registered office address is C/O Mcl Accountants, 29-31 Shoebury Road, Southend-On-Sea, Essex, England, SS1 3RP (“the Company/we/us/our”).

These Terms and Conditions apply to consumers only. If you are a business, please refer to our alternative terms and conditions, copies of which are available on request.

### 1. Definitions and Interpretation

- 1.1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:
  - “**Contract**” means the contract formed as detailed in clause 2, which will incorporate, and be subject to, these Terms and Conditions;
  - “**Customer/you/your**” means you, or your business ordering the Products;
  - “**Products**” means the products or consumables (including any instalment of them or any parts for them) which we will supply in accordance with these Terms and Conditions; and
  - “**Quotation**” means our written quotation for the supply of the Products. Any Quotation remains open for acceptance for a period of 30 days, unless otherwise specified and sets out our entire scope of works; Unless the context otherwise requires, each reference in these Terms and Conditions to:
    - 1.1.1. “writing/written” includes emails and similar communications;
    - 1.1.2. a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
    - 1.1.3. “these Terms and Conditions” refers to these Terms and Conditions as amended or supplemented at the relevant time;
    - 1.1.4. a clause refers to a clause of these Terms and Conditions;
    - 1.1.5. a “Party” or the “Parties” refer to the parties to these Terms and Conditions.
- 1.2. The headings used in these Terms and Conditions are for convenience only and will have no effect upon their interpretation.
- 1.3. Words imparting the singular number include the plural and vice versa. References to persons include corporations.

### 2. Basis of the Contract

- 2.1. We will send a written Quotation setting out the Products to be provided. A legally binding Contract will be formed as soon as you accept our Quotation (electronically or otherwise), and the Contract will include the acceptance of these Terms & Conditions, which will apply between you and us.
- 2.2. No order submitted by you will be deemed to be accepted by us unless and until confirmed by an authorised representative of ours.
- 2.3. No terms or conditions stipulated or referred to by you in any form whatsoever will in any respect vary or add to these Terms and Conditions unless we agree otherwise in writing.
- 2.4. You are responsible for the accuracy of any information submitted to us and for ensuring that the Quotation reflects your requirements. Our Quotation is based on the information provided to us at the time of its preparation. Should any errors or discrepancies become evident which affect the order value, we reserve the right to make adjustments to it.
- 2.5. Any typographical, clerical or other error or omission in any sales literature, Quotation, price list, acceptance of offer, invoice or other document or information issued by us will be subject to correction without any liability on our part.

### 3. Orders and Specifications

- 3.1. The quantity, quality and description of and any specification for the Products will be as set out in our Quotation.
- 3.2. If the Products are not in stock or are only partially in stock when the Contract is formed, we will contact you to advise of this and to ask if you would prefer us to deliver the Products in instalments as they arrive in stock or if you would prefer to wait for the entire delivery when we have all the Products in stock. Please note each part-delivery may incur separate delivery costs.
- 3.3. We reserve the right to make any changes in the specification of the Products that may be required to conform to any applicable safety or other legal or regulatory requirements without notice.
- 3.4. Any illustrations, photographs or descriptions we provide, whether on our website or in catalogues, brochures, price lists or other documents issued by us are intended as a guide only and shall not be binding.
- 3.5. It is your responsibility to ensure that any use of the Products by you is in compliance with all instructions, guidance and manuals issued by us, and any applicable statutory requirements.

### 4. Price of the Products

- 4.1. The price of the Products will be as set out in the Quotation. All prices quoted are valid for 30 days only or until earlier acceptance by you, after which time we may alter them without giving you notice.
- 4.2. We reserve the right by giving you notice at any time before delivery to increase the price of the Products to reflect any increase in the cost to us which is due to any factor beyond our control (including, but not limited to, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), or any change in delivery dates, quantities or specifications for the Products requested by you, or any delay caused by any instructions of yours or your failure to give us adequate information or instructions.
- 4.3. Except as otherwise stated under the terms of any Quotation or in any price list of ours, and unless otherwise agreed in writing between the Parties, all prices we give are on an ex works basis and where we agree to deliver the Products otherwise than at our premises, you will be liable to pay our charges for transport, packaging and insurance.
- 4.4. All prices we provide are exclusive of VAT.
- 4.5. Where an order is received for a quantity different from that quoted for or where delivery is required in instalments smaller than those specified in the Quotation or where product specifications given on the order are different from those stated in the Quotation, our prices may be subject to amendment.

### 5. Terms of Payment

- 5.1. Subject to any special terms agreed in writing between the Parties, you agree to pay for the Products in accordance with the Quotation.
- 5.2. Invoices will be sent as per the details in the Quotation. All invoices are payable in full, without set off, withholding or deduction, within 7 days from the date of invoice. All fees are exclusive of VAT, unless otherwise specified.
- 5.3. All invoices are payable in full, without any deduction, retention or set off, strictly net monthly, unless otherwise agreed in writing. Payment must be made on the due date notwithstanding that delivery may not have taken place and/or that the property in the Products has not passed to you. The time for the payment is of the essence of the Contract.
- 5.4. If you do not make payment to us by the due date, we may cancel any order(s) in progress, suspend any further deliveries to you, appropriate any payment made by you to such of the Products (or the Products supplied under any other Contract between the Parties) as we may think fit, and charge you interest on the overdue sum at the rate of 8% per annum above the Bank of England base lending rate from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. We will also charge for any costs we may incur in attempting to recover any outstanding sum.

### 6. Delivery

- 6.1. Any dates quoted for delivery of the Products are approximate only and we will not be liable for any delay in delivery of the Products howsoever caused. Time for delivery shall not be of the essence of the Contract. We may deliver Products in advance of the quoted delivery date upon giving you reasonable notice.
- 6.2. It is your responsibility to ensure we can gain access to the property on the agreed dates and at the agreed times for the delivery of the Products. You must also provide us with suitable access to the relevant parts of the property for the equipment to be installed. We require a minimum of 48 hours’ notice if the agreed day or time is to be changed. If we receive less than 48 hours’ notice, we reserve the right to charge for any delays, any aborted visit and for any costs incurred by us.
- 6.3. We reserve the right to charge for storage if you fail to take delivery of the Products or any part of them on the agreed date, as well as any other expenses incurred as a result.
- 6.4. Where the Products are to be delivered in instalments, each delivery shall constitute a separate contract and failure by us to deliver any one or more of the instalments in accordance with these Terms and Conditions shall not entitle you to treat the Contract as a whole as repudiated.

### 7. Cancellations by Us

- 7.1. We may cancel your Order at any time before we despatch the Products to you, if the Products are no longer in stock and we are unable to re-stock (if, for example, the Products are discontinued); the Price was quoted in error or if an event outside of our control occurs (please see clause 15).

- 7.2. If we cancel your Order, we will confirm this in writing and if you have already paid, we will refund the payment to you within 14 days.

#### **8. Risk and Retention of Title**

- 8.1. Risk of damage to or loss of the Products (the risk) shall pass to you at the time of delivery or if you wrongfully fail to take delivery of the Products, at the time when we have tendered delivery of the Products.
- 8.2. Notwithstanding delivery and the passing of risk in the Products or any other provision of these Terms and Conditions, legal and beneficial title in the Products shall not pass to you until we have received in cleared funds payment in full of the price of the Products and all other Products agreed to be sold by us to you for which payment is then due.
- 8.3. Until such time as the title in the Products passes to you, you shall hold the Products as our fiduciary agent and they must be properly stored, protected, insured and identified as our property until title has passed. You shall be entitled to resell or use the Products but shall account to us for the proceeds of sale or otherwise of the Products, whether tangible or intangible, including insurance proceeds and shall keep all such proceeds separate from any moneys or property of yours and any third party, and in the case of tangible proceeds properly stored, protected and insured.
- 8.4. We shall be entitled at any time to require you to deliver up to us any Products in which we retain title and, if you fail to do so forthwith, to enter upon any premises of yours or any third-party where the Products are stored and repossess the Products.
- 8.5. You shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Products which remain our property, but if you do so, all money owing by you to us shall (without prejudice to any other right or remedy of ours) become immediately due and payable.

#### **9. Liability and Indemnity**

- 9.1. Nothing in these Terms and Conditions excludes or seeks to exclude our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation.
- 9.2. Except as provided in clause 9.1 above, we will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the express terms contained herein, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by our employees, agents or otherwise) in connection with the performance of our obligations under the Contract. All warranties or conditions whether express or implied by law are hereby expressly excluded to the maximum extent permitted by law.
- 9.3. Any advice or recommendation given by us or our employees or agents as to the storage, training, application or use of the Products which is not confirmed by us in writing is followed or acted upon entirely at your own risk and accordingly we shall not be liable for any such advice or recommendation which is not so confirmed.
- 9.4. In the event of a breach by us of our express obligations under these Terms and Conditions, your remedies will be limited to damages, which in any event, will not exceed the total fees paid by you under the Contract in the 6 months preceding the date on which the claim arose.
- 9.5. You agree to indemnify us against all damages, costs, claims and expenses suffered by us as a result of your actions or inactions, including those of your employees, sub-contractors or agents.
- 9.6. Nothing in these Terms and Conditions seeks to limit or exclude any statutory rights as a consumer, where applicable.

- 10. Confidentiality:** Each Party undertakes that throughout the duration of the Contract, the Parties may disclose certain confidential information to each other. Both parties agree that they will not use the confidential information provided by the other, other than to perform their obligations under this Contract. Each Party will maintain the confidential information's confidentiality and will not disseminate it to any third party, unless so authorised by the other Party in writing or unless required to do so by law.

- 11. Literature and Representations:** Any marketing literature is presented in good faith as a guide to represent the Products does not form a part of the Contract. None of our employees or agents are authorised to make any representation concerning the Contract unless confirmed by us in writing. In entering into the Contract, you acknowledge that you do not rely on and waive any claim for breach of any such representations, which are not so confirmed.

#### **12. Intellectual Property**

- 12.1. Subject to a written agreement to the contrary, we retain ownership in all intellectual property which may subsist in the provision of the Products. Nothing in the Contract shall vest any ownership rights in you. We reserve the right to take such actions as may be appropriate to restrain or prevent infringement of such intellectual property rights.
- 12.2. You may not, under any circumstances, copy, alter, modify or adapt the Products or reverse engineer, decompile, disassemble, modify or create derivative works from the Products.
- 12.3. You warrant that any specification, logo document or instruction furnished or given by you will not cause us to infringe the intellectual property rights of any third party and will indemnify us against all loss, damages, costs and expenses awarded against or incurred by us in settlement of any claim for infringement of any intellectual property rights which results from our use of your information.
- 12.4. Any documentation we may provide will be submitted in our normal standard format only. If additional copies or specific requirements are needed, we reserve the right to apply additional charges.

#### **13. Assignment and Sub-Contracting**

- 13.1. You shall not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner all or any of your rights or obligations under this Contract.
- 13.2. We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under this Contract, without your consent.

- 14. Force Majeure:** Neither Party will be liable for any failure or delay in performing their obligations under the Contract where such failure or delay results from any cause beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, acts of terrorism or war, governmental action, pandemic, epidemic, difficulties in obtaining raw materials, labour, fuel, parts or machinery, breakdown in machinery or any other event beyond the control of the Party in question.

- 15. Data Protection:** Both Parties agree to comply with all applicable data protection legislation including, but not limited to, the General Data Protection Regulation 2016, the Data Protection Act 2018 and any subsequent amendments thereto.

#### **16. Other Important Terms**

- 16.1. These Terms and Conditions and the Contract shall form the entire agreement between the Parties and shall supersede any previous agreement between us, whether written or oral.
- 16.2. No failure or delay by either Party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 16.3. In the event that one or more of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) will be deemed severed from the remainder of these Terms and Conditions (and the Contract, as appropriate). The remainder of these Terms and Conditions will be valid and enforceable.
- 16.4. Nothing in this Contract will render or be deemed to render us an employee or agent of yours or you an employee or agent of ours.
- 16.5. No part of the Contract is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply.
- 16.6. All notices shall be in writing, addressed to the most recent address or email address notified to the other Party and shall be deemed duly given when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; when sent, if transmitted by email and a successful return receipt is generated; or on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid.

#### **17. Law and Jurisdiction**

- 17.1. These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising from them or associated with them) will be governed by, and construed in accordance with, the laws of England & Wales.
- 17.2. Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or the Contract (including any non-contractual matters and obligations arising from them or associated with them) will fall within the exclusive jurisdiction of the courts of England and Wales.