



## Terms and Conditions

### 1. Scope and Application

These Terms apply to the sale of all products and provision of all services by NLight to its business customers. All orders placed with NLight by a Customer (a business customer) are deemed to be an offer to buy on these Terms. These Terms apply exclusively to business customers and **not** to consumer transactions. By placing an order or accepting delivery of any products or services, the Customer agrees to be bound by these Terms. Any terms or conditions proposed by the Customer (for example on purchase orders) that conflict with these Terms are expressly excluded unless agreed in writing by NLight. The Customer warrants that all information and specifications provided to NLight are complete and accurate, and NLight will rely on them when processing the order.

### 2. Orders and Acceptance

- **Order Confirmation:** All orders are subject to acceptance by NLight. NLight will confirm accepted orders in writing. No order is binding on NLight until it issues a written order acknowledgement or otherwise confirms acceptance. NLight's offers (quotations) are valid for the period stated (if any) or 30 days from the offer date; NLight may amend or withdraw an offer at any time before acceptance.
- **Customer Obligations:** The Customer must ensure that all order details (product type, quantities, specifications, delivery location, etc.) are accurate and complete. The Customer is responsible for any errors in orders and for ensuring the ordered products or services meet its requirements. If the Customer customises or modifies products, NLight is not liable for any loss or damage arising from such modifications.
- **Pricing and Quantity Changes:** NLight may adjust prices or delivery schedules if the Customer requests changes to an accepted order. Any such variations must be confirmed in writing by NLight. If the Customer

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attempts to vary these Terms in its purchase order or other documentation, such variations are void unless separately agreed by NLight in writing.

### 3. Prices and Payment

- **Prices:** The price of the products and services is as quoted by NLight (or, if no price is quoted, the price set out in NLight's published price list) at the time of order. All prices are exclusive of value added tax (VAT) or other applicable sales taxes, which the Customer must pay in addition. Prices exclude any duties, customs or import fees which are the Customer's responsibility.
- **Payment Terms:** NLight will issue an invoice on or after dispatch of the goods or on performance of services. Unless otherwise agreed in writing, the Customer must pay each invoice in full in pounds sterling within 30 days of the invoice date. Payment shall be made by bank transfer or other method specified by NLight. Invoices are payable in full without set-off or deduction.
- **Late Payment:** If any payment is overdue, NLight may charge statutory interest under the late payment of commercial debts regime. This is "statutory interest" at a rate of 8% per annum above the Bank of England base rate. The Customer also agrees to pay any reasonable debt-recovery costs allowed by law.
- **Currency and Foreign Customers:** If payment is to be made in a currency other than GBP, any exchange rate or currency fluctuation risk lies with the Customer unless agreed otherwise. Payment shall be made free of bank charges or fees; any such charges incurred must be reimbursed by the Customer.

### 4. Delivery and Title

- **Delivery:** Delivery terms shall be as stated in the order confirmation (for example "EXW", "FCA" or "DDP" as per Incoterms 2020), or as otherwise agreed. Delivery dates provided by NLight are estimates only. NLight shall

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use reasonable endeavours to meet any delivery dates, but time is not of the essence. NLight shall not be liable for delays caused by events beyond its reasonable control (including force majeure, see below).

- **Risk:** Risk of loss or damage to the products passes to the Customer upon delivery of the products to the Customer or carrier. If the Customer collects the products from NLight, risk passes at the point of collection. The Customer must inspect the condition of products at the point of delivery.
- **Title (Ownership):** Title to the products remains with NLight until NLight has received payment in full of all sums due for those products and all other sums owed by the Customer to NLight (or any affiliated company). Until title passes, the Customer holds the products as bailee for NLight, must store them separately, insure them against loss or damage, and must not sell or otherwise dispose of them except in the ordinary course of business, and must keep any proceeds on trust for NLight. If the Customer fails to pay when due, NLight may recover or repossess the products and enter the Customer's premises to do so.

## 5. Inspection and Acceptance of Products

- **Inspection:** The Customer shall inspect the products immediately upon delivery. If the Customer reasonably believes that the products are defective or do not conform to the agreed specification (by reason of damage, shortage, defect or other non-conformity), the Customer must give written notice to NLight within **5 business days** of delivery. The notice must detail the nature of the defect or non-conformity.
- **Acceptance:** If the Customer fails to notify NLight of any issues within 5 business days of delivery, the products shall be deemed to have been accepted by the Customer. Once accepted (or deemed accepted), the Customer must pay all sums due under the contract. The Customer may not reject products for any reason not notified in the 5-day period, except where required by law.
- **Late Claims:** If a latent defect becomes apparent after delivery, the Customer must notify NLight in writing promptly after discovery and in any

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event within 20 business days of discovery. Beyond these periods, NLight may refuse to honour claims for defects or shortages. In all cases, the Customer must take reasonable steps to mitigate any loss and must not use or sell any defective products that have been rejected.

## 6. Warranty and Returns

**Limited Warranty:** NLight warrants that its new products will be free from defects in materials and workmanship and will meet NLight's published specifications for the warranty period stated in NLight's official warranty document. The Customer's exclusive remedy under this warranty is, at NLight's option, repair or replacement of the defective product or part. This is the sole warranty provided by NLight and is granted only to the original purchaser.

- **Conditions:** The warranty is subject to proper storage, installation, use and maintenance of the products in accordance with NLight's instructions. The warranty does not cover defects or damage caused by accident, misuse, neglect, power surges, corrosion, improper installation or any use contrary to NLight's guidelines. It also excludes damage from force majeure events. NLight shall not be liable for labour costs, removal or reinstallation of products or parts, nor for any damage to other equipment arising from removal or reinstallation.
- **Procedure:** To make a warranty claim, the Customer must return the defective product (at its expense) to NLight's premises with a written description of the defect and proof of purchase. NLight may require inspection of the product before authorising a return. If NLight determines the product is defective and covered by warranty, NLight will repair or replace it and return it to the Customer (the cost of returning the repaired/replaced product will be borne as agreed in the warranty document). If NLight determines the product is not defective or that the defect is excluded, NLight may charge the Customer for inspection costs.
- **Limitations:** THE ABOVE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. NLight expressly disclaims all other warranties, including any implied warranties of merchantability or

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fitness for a particular purpose, to the extent permitted by law. NLight's liability under this warranty is limited to repair or replacement of the product; NLight shall have no other liability for defect or failure of the product, and the warranty does not cover economic loss or damage caused by product failure.

## 7. Intellectual Property

- **Ownership:** All intellectual property rights (including patents, trademarks, design rights, copyrights, know-how and trade secrets) in the products, software, drawings, technical specifications and any other materials supplied by NLight remain the property of NLight or its licensors. No rights or licences to such intellectual property are granted to the Customer except the limited right to use the products in the Customer's business.
- **Restrictions:** The Customer shall not copy, reverse-engineer, modify or remove any trademark, trade name, logo, serial number or other proprietary marking on the products. The Customer shall not sublicense, rent or otherwise transfer the products or any intellectual property rights to any third party without NLight's prior written consent.
- **Infringement:** The Customer warrants that any designs or materials it provides to NLight for implementation in the products are owned by the Customer or that the Customer has obtained all necessary rights. The Customer shall indemnify NLight against any claim that such Customer-provided materials infringe a third party's rights.

## 8. Confidentiality

- Each party shall treat as confidential all non-public information received from the other party in connection with this contract. Confidential information includes business plans, technical data, pricing, product specifications, and other proprietary information. Neither party shall disclose the other party's confidential information to any third party except as permitted below.

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- A party may only use the other's confidential information to the extent necessary to perform its obligations under this contract. Confidential information may be disclosed to the party's employees, officers, professional advisers or subcontractors on a need-to-know basis, provided that those recipients are subject to confidentiality obligations no less stringent than this clause.
- The confidentiality obligations do not apply to information that is (a) already lawfully known to the receiving party, (b) publicly available through no fault of the receiving party, or (c) required to be disclosed by law or by a court or government authority. Upon termination of the contract, or upon request, the receiving party shall return or destroy all of the disclosing party's confidential information.

## 9. Data Protection

- Each party shall comply with all applicable data protection laws, including the UK Data Protection Act 2018 (which incorporates the UK GDPR). The parties acknowledge that, in performing their obligations, they may process personal data relating to each other's representatives. Each party shall process such personal data only for the purposes of managing the contractual relationship (for example accounting, billing and dispute resolution).
- Each party agrees that it is an independent data controller in respect of any personal data it processes. Each party shall ensure that its representatives are informed about the processing of their personal data under this agreement and that such processing complies with data subject rights and other requirements of the Data Protection Act 2018. The parties shall co-operate to address any data subject access requests or other regulatory inquiries arising from personal data processed under this contract.

## 10. Limitation of Liability



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- **Cap on Liability:** To the fullest extent permitted by law, NLight's total liability to the Customer for any claim arising out of or in connection with this contract (whether in contract, tort, negligence, misrepresentation or otherwise) shall not exceed the total price paid by the Customer for the goods or services that give rise to the claim. The Customer's sole remedy for breach of contract or warranty is repair or replacement of the non-conforming goods (or refund of the purchase price if repair/replacement is not possible).
- **Exclusion of Indirect Loss:** NLight shall not be liable for any indirect or consequential loss or damage of any kind, including (without limitation) loss of profit, loss of revenue, loss of business, loss of contracts, loss of savings or loss of data. NLight shall not be liable for any third-party claims arising out of the Customer's use of the products, except as explicitly provided in this contract.
- **Exceptions:** Nothing in this contract limits or excludes NLight's liability for (a) death or personal injury caused by NLight's negligence, (b) fraud or fraudulent misrepresentation, or (c) any other liability that cannot be lawfully excluded by contract. If any statutory condition or warranty (for example under the Sale of Goods Act 1979 or Supply of Goods and Services Act 1982) applies and cannot be excluded, NLight's liability under that statute shall be limited (at NLight's option) to the minimum remedy required by law (for example repair or replacement of the goods).
- **No Further Liability:** Except as expressly provided in these Terms (including NLight's warranty), NLight disclaims all other liability, and the Customer agrees that no other remedy or compensation is available. The Customer acknowledges that the price of the products reflects these limitations of liability.

## 11. Force Majeure

Neither party shall be liable for any delay or failure in performance of its obligations under this contract if that delay or failure is caused by events beyond its reasonable control ("Force Majeure Event"). Force Majeure Events include, without limitation, acts of God, war, terrorism, civil commotion, epidemic

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or pandemic, fire, flood, earthquake, strike, industrial dispute, failure of power supplies or telecommunications, transport delays, governmental actions or any other event beyond the reasonable control of the affected party. The affected party shall promptly notify the other of any Force Majeure Event and use reasonable efforts to mitigate its impact. If the Force Majeure Event prevents performance for more than 60 days, either party may terminate the contract by written notice to the other.

## 12. Miscellaneous

- **Variation:** No amendment, supplement or variation of these Terms shall be effective unless made in writing and signed by authorised representatives of both parties. The headings in these Terms are for convenience only and do not affect interpretation.
- **Waiver:** No failure or delay by either party in exercising any right under this contract will operate as a waiver of that right. Any waiver must be in writing and signed by the waiving party.
- **Severance:** If any provision of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid provision shall be interpreted in a manner that best achieves its intent to the extent permitted by law.
- **No Third-Party Rights:** Nothing in this contract is intended to confer any benefit on any person who is not a party, and the Contracts (Rights of Third Parties) Act 1999 shall not apply.
- **Assignment:** The Customer shall not assign or transfer any of its rights or obligations under this contract without NLight's prior written consent. NLight may assign or transfer its rights (including the right to receive payment) to any third party.

## 13. Governing Law and Jurisdiction

These Terms and any disputes arising out of or in connection with them shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any such dispute.