SYFT TECHNOLOGIES LTD STANDARD TERMS AND CONDITIONS OF SALE

1. Interpretation.
   1.1. In these Terms, unless the context otherwise requires:
      1.1.1. Buyer means the purchaser of Equipment and/or Services from the Seller;
      1.1.2. Contract means a contract for the supply of Equipment and/or Services by Seller to Buyer, comprised of the Quotation and these Terms;
      1.1.3. Disbursements means all reasonable out-of-pocket expenses incurred by the Seller in carrying out its obligations under the Contract;
      1.1.4. Equipment means the equipment and any options, configurations, Software and/or supplies to be supplied by the Seller to the Buyer under a Contract;
      1.1.5. Intellectual Property means any rights under a patent, trade mark, service mark, copyright, design, trade secret or similar proprietary right relating to the Equipment, the Software and the Services (whether registered or unregistered) and includes plans, designs, drawings and specifications;
      1.1.6. Quotation means the quotation issued by the Seller in response to the Buyer's request to purchase the Equipment and/or the Services;
      1.1.7. Seller means Syft Technologies Limited, its subsidiary companies and any other entity that forms part of the Syft Technologies Group;
      1.1.8. Services means any services provided by the Seller as specified in the Quotation or as agreed by the parties from time to time, including but not limited to delivery, installation, preventative and remedial maintenance, online remote support and training providing by the Seller;
      1.1.9. Software means any software or firmware products provided with the Equipment;
      1.1.10. Terms means these terms and conditions to be read and construed with the Quotation issued by the Seller; and
      1.1.11. Working Day means a day that is not a Saturday, a Sunday or a statutory holiday in Christchurch, New Zealand.
   1.2. Unless Seller and Buyer otherwise agree in writing:
      1.2.1. no contract will come into existence until the Buyer accepts the quotation by signing and returning the quotation to the seller, or by issuing a Purchase Order for the quoted equipment and/or services;
      1.2.2. these Terms together with the Quotation shall apply to the Seller's supply of all Equipment and/or Services to the Buyer under the Contract;
      1.2.3. no other terms or conditions (whether oral or written) will apply, including but not limited to any different or additional terms submitted by the Buyer to the Seller; and
      1.2.4. in the event of a conflict between a term in the Quotation and these Terms, the term in the Quotation will prevail.

2. Delivery Dates.
   2.1. Equipment delivery is typically six (6) weeks from the date when Purchase Order is received or the date when the contract comes into existence as per clause 1.2.1 above, however, any delivery and/or shipment dates indicated in a Quotation or otherwise are estimates only and are not material representations or conditions of the Contract. The Seller will make reasonable efforts to meet any delivery and shipment date(s) quoted but shall not be liable for any delay in delivery or shipment, however caused. If, for any reason, the Seller's supplies of the Equipment are limited, the Seller shall have the right to prorate the available supply among its customers in such manner as it, in its sole discretion, determines.
   2.2. Should the Buyer request a change in the estimated shipment or delivery date or location, or otherwise cause delay to shipment or delivery, the Buyer must pay any additional costs incurred by the Seller as a result of such change or delay and, without limiting this clause, the Equipment will be stored by the Seller at the Buyer's risk and cost.

3. Packing and Loss or Damage in Transit. Equipment will be packed for shipment in a manner suitable to the method of shipment specified by the Buyer, or to the method selected by the Seller in the absence of instructions. Unless otherwise indicated in the Quotation, all sales hereunder are Ex Works (EXW) shipping point, and all risk of loss or damage to Equipment in transit is upon Buyer.

4. Payment Due For Partial Deliveries. Seller may, in its sole discretion, deliver any portion of the Equipment ordered, regardless of utility to the Buyer in the absence of the undelivered portion, and all such partial deliveries shall be accepted and paid for in accordance with the terms of Paragraph 6 below. Likewise, completion of any Services shall not be a condition to the Buyer's obligation to remit payment. The making of a partial delivery that, to any extent, is not in accordance with the Contract shall not affect the Buyer's obligation hereunder to remit payment.

5. Inspection, Acceptance and Return of Goods. Immediately upon receipt of the Equipment, the Buyer shall inspect the Equipment and shall, within five (5) Working Days, give written notice to the Seller of any claim for shortage or that the Equipment does not conform with the terms of the Contract. If the Buyer fails to give such notice, the Equipment shall be deemed accepted and to conform with the terms of the Contract and the Buyer shall be bound to pay for the Equipment in accordance with the terms of Paragraph 7 below. Return of the Equipment, defective or otherwise, will not be accepted by the Seller unless it is shipped Free on Board (FOB) destination, freight prepaid, and with prior written authorisation by the Seller. When return of nonconforming Equipment has been accepted, conforming shipment may be made in accordance with Paragraph 2 above and Paragraph 10 below without further liability on the Seller's part. Buyer will be liable for restocking charges in the event Equipment is returned to the Seller which is not defective and is in accordance with the terms of the Contract.

6. Price and Service Charges.
   6.1. In addition to the prices indicated in the Quotation, the Buyer must pay for all Disbursements, shipping, handling and insurance charges, and applicable taxes (including goods and services tax), duties, excise, imports and any other levies upon demand, unless otherwise stated in the Quotation. Where the Buyer claims that any Equipment or Services are not subject to tax, or that the Buyer is exempt from paying such tax, or that the Seller is not required to collect such tax, the Buyer agrees to provide the Seller with any documentation necessary to support such a claim and to allow the Seller to document its decision not to collect such tax(es). Prices are subject to change to reflect changes in taxes on processed material or laws governing working hours or compensation of labour.
   6.2. Where United States sales tax applies, the Seller will calculate and charge such sales tax at the time of invoicing. The amount of sales tax charged will be based on the final ship-to location, the taxability of the Equipment, Services and other items supplied, and any valid exemption certificates or other documentation provided by the Buyer. The final invoice issued by the Seller shall reflect the applicable sales tax.
   6.3. If the Buyer requests changes to the scope or any specifications for the Equipment and/or the Services the Seller will be entitled to increase the price(s) indicated in the Quotation. Any Services performed by the Seller at the Buyer's request that are not included in

the Quotation will be charged at the Seller's then-current list prices for the Services, or if not included in such list prices, at the price agreed by the parties prior to the Seller carrying out the relevant Services.

7. Payment and Credit Terms.
   7.1. Unless otherwise indicated in the Quotation, the Buyer agrees to remit a non-refundable down payment of 30% of the total purchase price. The down payment will be applied towards the total purchase price and is due upon receipt of invoice. In cases requiring custom product development, custom integration of 3rd Party equipment, or specialty Acceptance Criteria, the Buyer may be required to make a down payment of up to 50% of the total purchase price.
   7.2. Unless otherwise indicated in the Quotation, the Buyer agrees to remit payment in full without any deduction, set-off or counterclaim, to the address provided on the face of the Seller's invoice within thirty (30) days of the invoice date,. This obligation shall not be contingent upon the completion of any Services included in the purchase price.
   7.3. Account balances not paid in accordance with the Contract are subject to an interest charge on monies overdue at a rate of 5% per annum above the Seller's bank overdraft rate from time to time, calculated on a daily basis from the due date of the overdue payment until payment is made in full.
   7.4. In the event the Seller refers any overdue amount from the Buyer to a legal representative or an agent for collection, the Buyer shall pay all costs of collection incurred by the Seller in recovering the delinquent amount (including costs and reasonable legal fees on a solicitor/client basis).
   7.5. Without prejudice to any other rights, the Seller may set off any amount owed by the Buyer to the Seller against any monies payable by the Seller to the Buyer. Seller reserves the right to change the payment terms provided herein when, in the Seller's opinion, the Buyer's financial condition or payment record so warrants. Should the Buyer fail to pay any sum when due, without prejudice to any other rights, the Seller may suspend performance of its obligations under the Contract until the Buyer has made all required payments in full.

8. Security Interest in Equipment. To the maximum extent permitted by law, the Buyer grants the Seller a security interest in the Equipment to secure any portion of the price not paid in accordance with the Contract. The Buyer shall, on request, execute any documents and provide any information (which information the Buyer warrants to be complete, accurate and up-to-date) that the Seller reasonably requires to enable the Seller to register, perfect or otherwise secure its security interest in the Equipment. The Buyer must not grant any security interest or otherwise sell, assign, sublet, pledge, charge or part with possession of the Equipment or any part of it unless and until ownership has transferred to the Buyer, which shall not occur until the Buyer has made payment in full for the Equipment.

9. Installation and Site Preparation.
   9.1. Installation Services are included in the purchase price of the Equipment only if expressly so stated in the Quotation. If any Equipment requires installation, removal, repair or maintenance by the Seller's service personnel at the Buyer's site, the Buyer must inform the Seller of when the Equipment will be available to the Seller's service personnel.
   9.2. The Buyer must provide access to its site as required for receipt of the Equipment and/or the Seller's performance of Services, including, at the Buyer's cost (and as applicable):
      9.2.1. providing all necessary services, including power, water, drainage and air bottled gases;
      9.2.2. providing the Seller with all access, information and material that the Seller reasonably requires;
      9.2.3. obtaining all required permits, licenses or approvals;
      9.2.4. providing whatever is required for the Seller's service personnel to uncrate, move, inspect, repair, uplift, crate, and/or remove the Equipment; and
      9.2.5. complying with all applicable laws, statutes and regulations governing workplace health and safety and ensuring that its site is in a safe condition,

      and, Buyer's failure to provide site access in accordance with this Paragraph may result in a service charge by the Seller to cover the lost time of its service personnel.

10. Warranty.
   10.1. Seller warrants to the Buyer that the Equipment will be, at the time of delivery, free from any defects in material and workmanship, manufactured in a good and workmanlike manner and compliant with any specifications provided by the Seller; any Software for use with a processor will conform in all material respects to the Seller's programme manuals (if any) current at the time of delivery when properly installed on that processor (but the Seller does not warrant that the Software or processor will be uninterrupted or error-free; and the Services will be carried out with reasonable skill and care and in accordance with good industry practice (Warranty).
   10.2. Except as otherwise indicated in the Quotation, the Warranty will be valid for one (1) year from the Seller's delivery of the Equipment and/or Software to the Buyer. The Seller may offer a longer period of warranty coverage for some Equipment (Extended Warranty). If an Extended Warranty is available, the duration and cost of the Extended Warranty, and any specific terms applicable to the Extended Warranty, will be indicated on the Quotation.
   10.3. Any Warranty or Extended Warranty claim accepted by the Seller will be remedied at the Seller's cost and option:
      10.3.1. with respect to Equipment, by the Seller repairing or replacing the Equipment or refunding a portion of the purchase price and taking ownership of the Equipment;
      10.3.2. with respect to the Software, by the Seller correcting any non-conformance with the Seller's programme manuals, replacing the Software, or refunding any payments made with respect to the Software on a pro rata basis while the Software was non-conforming; and
      10.3.3. with respect to the Services, by the Seller resupplying the Services or refunding the Buyer for the relevant Services.
   10.4. The Warranty and any applicable Extended Warranty exclude:
      10.4.1. damage, defects or loss caused by: (i) any factors beyond the Seller's reasonable control; (ii) any act or omission by any person other than the Seller; (iii) the Buyer's use of the Equipment or Software in any manner or for any purpose not being the intended manner of use or purpose of the Equipment or Software; (iv) failure by the Buyer to maintain the Equipment in accordance with good practice; and (v) failure by the Buyer to comply with the terms of any written warranty, recommendations or instructions provided to the Buyer;
      10.4.2. normal wear and tear;
      10.4.3. any exclusions identified in the Quotation;

10.4.4. items produced by third party manufacturers included in the Equipment (as to which the Seller will use reasonable endeavours to assign to the Buyer any third party warranties with respect to such items);
10.4.5. any used Equipment, which is sold on an as-is, where-is basis; and
10.4.6. consumables, which include capillaries and all fragile materials, such as glass and ceramic components (which the Buyer acknowledges are not expected to last the one (1)-year Warranty period.

10.5. To the maximum extent permitted by law:
10.5.1. the Buyer warrants that it is in trade and acquiring the Equipment and/or the Services for trade, commercial or business purposes or use;
10.5.2. all implied or statutory warranties, guarantees, conditions and representations in respect of the Equipment and any Services, including as to quality, fitness, merchantability, or suitability for any particular purpose or otherwise, are excluded;
10.5.3. the Buyer agrees that it is fair and reasonable that any jurisdictional consumer protection legislation does not apply and that no consumer protection legislation in any jurisdiction shall apply (including without limitation, the Consumer Guarantees Act 1993); and
10.5.4. the Buyer is responsible for determining whether the Equipment, any Services and any specifications are suitable for the Buyer's purposes and will meet the Buyer's performance expectations.

10.6. If the Seller undertakes to perform any Warranty or Extended Warranty repairs at the Buyer's site, the Seller will reasonably endeavour to undertake such repairs as soon as reasonably practicable after notification, provided, however, that the Seller reserves the right to require the Buyer to return the Equipment to the Seller's production facility, at the Seller's cost and expense, for purposes of testing the Equipment to verify the Warranty or Extended Warranty claim or when necessary to provide proper repair service.

11. Exclusions and Limitations of Liability.
11.1. Regardless of the legal basis of any claim made against the Seller (including under any warranty (expressed, implied or statutory), tort (including negligence), equity or any other legal principle or theory, or otherwise), to the maximum extent allowed by law:
11.1.1. Seller's liability to the Buyer shall not exceed the amount paid by the Buyer to the Seller under the Contract;
11.1.2. Seller is not liable for loss of revenue or profits, loss of actual or anticipated profits, loss of production, loss of use, loss of goodwill, loss of contract, loss of business, loss of opportunity, any business interruption, loss of reputation, or for any indirect or consequential loss of any kind;
11.1.3. Seller is not liable for any special, exemplary or punitive damages; and
11.1.4. no claim can be brought against the Seller more than two (2) years after the Buyer becomes aware, or should reasonably have become aware, of the claim against the Seller.

11.2. Seller will not be liable to the Buyer for any loss or damage caused by compliance with any designs, specifications, requirements or instructions provided by the Buyer, or any combination, operation or use of the Seller's Equipment or the Software with other products, software or business processes.
11.3. If the Buyer's negligence causes loss or damage to a third party and as a result the third party brings a claim against the Seller, the Buyer shall indemnify and hold harmless the Seller from and against the claim.

12. Intellectual Property. All Intellectual Property owned by the Seller at the date of the Contract, and any Intellectual Property developed pursuant to or in connection with the Contract, will remain and become upon creation the Seller's sole and exclusive property, and the Buyer waives any author's rights in any such Intellectual Property. The Buyer must not do any act which would put at issue the Seller's ownership of its Intellectual Property. The Seller grants the Buyer a non-exclusive, non-transferrable, and non-sublicensable license to use any Software provided by the Seller in conjunction with the Equipment for the Buyer's internal business use only. Unless otherwise agreed by the Seller in writing, the Seller's copyrighted material (Software, firmware and printed documentation) may be not copied except for archive purposes, to replace a defective copy, or for program error verification by the Buyer.

13. Confidentiality.
13.1. The parties agree that the details of the Contract and all information and material supplied by the other party concerning its affairs, transactions or financial, technical or commercial arrangements and any information of a proprietary nature concerning the plans, operations, know-how, trade secrets, expertise and Intellectual Property of the other party (together Confidential Information) is by its nature confidential.
13.2. Each party agrees to keep and treat the other party's Confidential Information confidential and to only use such Confidential Information to the extent necessary to enable that party to perform its obligations under the Contract.
13.3. Neither party will make any public statement concerning the matters contemplated by the Contract without the prior written consent of the other party.
13.4. This Paragraph 13 does not apply to information that a party is legally required to disclose, or that must be disclosed by the rules of any stock exchange, or that is generally known by the public other than through a breach of this Paragraph. The Buyer acknowledges that the Seller is listed on the Unlisted Securities Exchange and agrees that this Paragraph 13 does not apply to any information that the Seller must disclose under any rules of the Unlisted Securities Exchange.

14. Force Majeure. If either party is prevented from performing its obligations under the Contract (other than the payment of money) as a result of fire, flood, storm, explosion, act of war, earthquake, or any other similar cause which is beyond the control of the affected party (Force Majeure), then that party's delay in performance shall not be considered a breach of its obligations under the Contract, provided that the affected party gives prompt written notice to the other party specifying the cause and extent of its inability to perform and the likely duration of the non-performance. The party affected by the Force Majeure shall take all reasonable steps to recommence performance of its obligations as soon as reasonably possible.

15. Termination.
15.1. Either party may terminate the Contract by giving written notice to the other, in the event that:
15.1.1. the other party has not remedied a material breach (including any failure to pay any amount due) of the Contract within 10 Working Days after receipt of notice from the non-breaching party requiring it to remedy the breach;
15.1.2. the other party becomes bankrupt, insolvent or unable to pay its debts as they fall due, or is placed in liquidation, statutory management, receivership, voluntary administration, is dissolved, or enters into any arrangement for the benefit of creditors

(other than for the purposes of a solvent reconstruction) or is subject to any form of analogous procedure in the relevant party's jurisdiction; or

15.2. a Force Majeure event prevents either party from being able to perform any obligation under the Contract for a continuous period of thirty (30) days.

15.3. Where the Seller terminates the Contract under sub-paragraph 15.1, it may cancel the supply of any Equipment or Services which have not been delivered or performed and will be entitled to payment for any Equipment and/or Services delivered or performed prior to the date of termination.

16. Dispute Resolution.

16.1. If a dispute arises in relation to or in conjunction with the Contract, the parties will try to settle the dispute amicably by negotiation. If the dispute has not been settled within twenty (20) Working Days after it has been referred to negotiation (or such longer period agreed by the parties), either party may give written notice to the other requiring the dispute to be mediated. The mediation must take place in Christchurch, New Zealand (or such other place as may be nominated by the Seller). If the parties cannot agree on a mediator within seven (7) Working Days after initiation of the mediation, then the mediator shall be appointed by the President of the Arbitrators' and Mediators' Institute of New Zealand Incorporated (or his or her nominee).

16.2. If the dispute is not resolved at mediation, either party may by written notice within twenty (20) Working Days of the mediation (or such longer period agreed by the parties) require the dispute to be referred to arbitration in accordance with the Arbitration Act 1996 on the following terms:

16.2.1. the arbitration shall be conducted by one arbitrator agreed on by the parties or, if the parties cannot agree on an arbitrator within ten (10) Working Days after the initiation of arbitration, by an arbitrator appointed by the President of the Arbitrators' and Mediators' Institute of New Zealand Incorporated (or his or her nominee);

16.2.2. the place of the arbitration shall be Christchurch, New Zealand (or such other place as nominated by the Seller);

16.2.3. the arbitrator's decision in respect of findings of fact shall be final and binding, and the appeal rights under Clause 5 of the Second Schedule of the Arbitration Act 1996 are expressly excluded; and

16.2.4. each party shall bear its own costs of the arbitration and (in the absence of an arbitrator's award to the contrary) shall pay the costs of the arbitrator in equal shares.

16.3. Nothing in this Paragraph will prevent a party from seeking interlocutory or injunctive relief.

16.4. Pending the settlement or determination of any dispute, the parties shall continue to perform their obligations under the Contract.

17. Governing Law. The Contract is to be governed by and construed in accordance with the law of New Zealand and both Buyer and Seller agree to submit to the non-exclusive jurisdiction of the Courts of New Zealand, and waive any objections which they may have now or in the future to the venue of any proceedings brought in the New Zealand courts but not, for the avoidance of doubt, any stay in favour of an arbitration under the Contract.

18. Miscellaneous.

a. The Contract constitutes the entire agreement between the parties and supersedes all previous agreements or understandings, whether oral or written, pertaining to the same subject matter. The Buyer confirms that it is not relying on any representation made by Seller except as expressly set out in the Contract.

b. No amendments to the Contract will be effective unless in writing and signed by both parties.

c. If any of the provisions in the Contract are or become invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will not in any way be affected or impaired.

d. No failure, delay or indulgence by the Seller in exercising any power or right shall operate as a waiver of that power or right. A single exercise of any of those powers or rights does not preclude further exercises of those powers or rights or the exercise of any other powers or rights.

e. Nothing in the Contract will create or evidence any partnership, joint venture, agency, trust or employer/employee relationship between the Buyer and the Seller, and the Buyer will not make any representation that any such relationship exists.

f. The Buyer shall not assign the Contract without the prior written consent of the Seller. Any obligation or Services required to be carried out by the Seller under the Contract will be interpreted as allowing the Seller to engage any third party to carry out those obligations or Services on the Seller's behalf.

g. Any notices to be given under the Contract may be transmitted by post, email or personal delivery to the recipient party to the address(es) specified in the Quotation or as otherwise notified in writing from time to time. Notices will be deemed to have been served:

(i) when delivered by post within New Zealand, three (3) Working Days following the date of sending;

(ii) when delivered by international post, seven (7) Working Days following the date of sending;

(iii) when transmitted by email, on the date and at the time of sending irrespective of whether downloaded from the addressee's internet service provider, if the system used to transmit the email has not generated a record that the notice has failed to be transmitted; and

(iv) when delivered personally, at the time of physical delivery,

provided, however, that any notice served on a non-Working Day, or after 4.30pm on a Working Day, will be deemed to have been served on the next Working Day.

h. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Contract.

i. Termination of the Contract does not affect the continuation of any provision that is intended to survive termination of the Contract