

CONTRACT TERMS & CONDITIONS

1. Offer and the Contract

This is an offer to buy goods herein described, issued by the Buyer and governed by the terms and conditions herein stated. This offer may be revoked at any time before it is accepted. When accepted by the Seller, via agreement or performance, this purchase order is a binding contract (the "Contract").

2. Different or Additional Terms

Any different or additional terms and conditions proposed by the Seller are hereby rejected and shall not be binding upon the Buyer unless accepted in writing by the Buyer's purchasing agent. The Buyer's receipt and acceptance of goods ordered in no way implies its consent to any different or additional terms or conditions proposed by the Seller.

3. Modification and Waiver

Neither the Buyer nor the Seller shall be bound by any variation, waiver of, or additional terms or conditions except as agreed by both parties in writing and signed on their behalf by their authorised representatives. The failure of the Buyer at any time to require performance by the Seller of any provision hereof shall in no way affect the Buyer's right to require full performance of any obligation at any time thereafter.

4. Shipping, Billing and Delivery

All goods shall be suitably packed, marked and shipped to destinations as instructed by Buyer in accordance with the requirements of common carriers and unless otherwise specified herein, no additional charge shall be made for such packing. Invoices shall be forwarded to accounts@ivp-solutions.com within 24 hours after delivery. The Buyer may change delivery schedules from time to time without penalty or additional cost. The Buyer will have no liability to pay for goods delivered in excess of the quantities specified in the Contract.

5. Inspection and Rejection of Non-conforming Goods

The Buyer reserves the right to inspect all goods for compliance with the Contract. The Buyer may reject defective or non-conforming goods and shall have no obligation to pay for such goods. Upon notification by the Buyer of a defect or nonconformity, the Seller shall immediately remedy the deficiency entirely at Seller's cost, by way of repair or replacement of the defective or non-conforming goods, Acknowledgement of delivery or payment for goods prior to inspection shall not be deemed to constitute an acceptance of the goods or a waiver of the Buyer's right to reject them.

6. Shortage and Damage

The Buyer reserves the right to inspect all merchandise delivered hereunder, and to claim for shortage, damage or variations from specifications. Non-conforming goods shall be returned at the Seller's expense. Acknowledgement of delivery or payment of invoice shall not be deemed an acceptance of merchandise or a waiver of any of the Buyer's rights associated with this Contract.

7. Damage and Loss in Transit

The Seller shall repair or replace, free of charge, any goods damaged or lost in transit provided the Buyer shall give to the Seller written notification of such damage or loss within a reasonable time after receipt of the goods.

8. Price

The price specified herein is the contract price. The Buyer reserves the right to make changes to the Contract, and the price shall be adjusted accordingly.

9. Warranty

The Seller warrants that all goods and services covered by this Contract will conform to quantity and quality specifications, drawings, samples or other descriptions furnished or specified by the Buyer. The Seller also warrants that the goods will be merchantable, of good material and workmanship, free from all defects, and that goods which are the product of the Seller's specifications will be fit and sufficient for the intended use and purpose. The Seller further warrants that all goods and services shall not contain asbestos and/or any toxic or hazardous materials, and the Buyer reserves the right to reject such goods and services that are unsafe or dangerous. Any warranty deficiency shall be immediately remedied, during a 7 day timeline or otherwise agreed in writing by the Buyer, either

by repair or replacement of defective or deficient goods entirely at Seller's cost upon notification of the deficiency by the Buyer.

10. Cancellation

The Buyer reserves the right to cancel all or any part of the undelivered portion of this Contract if the Seller fails to make timely delivery or if the Seller otherwise breaches this Contract. The Buyer may also cancel the Contract in the event of the insolvency of the Seller, including but not limited to the filing of a voluntary petition to have the Seller declared bankrupt or the appointment of a receiver or trustee for the Seller. The Buyer shall not be liable to the Seller for any damages whatsoever in consequence of any cancellation made hereunder including but not limited to loss of profit, revenues, market or business opportunities, increased costs of operations, costs associated with delay or any other direct or indirect damages. Nor shall any rights or remedies afforded by this Contract be prejudiced upon cancellation.

11. Effect of Cancellation

Upon cancellation of the Contract by the Buyer, the Buyer shall be entitled:

- (i) to return to the Seller at the Seller's risk and expense any of the goods already delivered but which cannot be effectively and commercially used and to recover from the Seller any monies paid by the Buyer for those goods; and
- (ii) to recover from the Seller any additional expenditures reasonably incurred by the Buyer in obtaining other goods in replacement of those provided for by the Contract; and

12. Patents

The Seller warrants that the use or sales of any goods delivered shall not infringe any registered patents designs, trademarks or trade names. The Seller agrees to defend at its sole expense all claims, demands and lawsuits based upon any alleged patent infringement and shall indemnify the Buyer from any damages and costs resulting therefrom.

13. Installation Drawings

In cases where this Contract covers items of machinery or equipment, the Seller shall furnish certified installation drawings and manuals which shall be clear, specific and complete to enable the Buyer to accurately and properly build and install such machinery and equipment.

14. Assignment

The Seller shall not assign this Contract or any monies due or that become due hereunder without the Buyer's prior written consent and any attempted assignment without such written consent of the Buyer shall be void..

15. Indemnity

The Seller shall be solely responsible for and fully indemnify the Buyer against all cases involving accidents, injuries, death, damages and losses to any person, property and things related to, arising out of or in connection with the goods and services including, but not limited to:

- (i) any member of the public;
- (ii) any associate, employee or agent of the Seller;
- (iii) any third party;
- (iv) all tools, equipment and machinery brought into IVP's premises by the Seller;
- (v) any claims relating to, arising out of or in connection with asbestos and/or any toxic or hazardous materials associated with the goods and services.

The indemnity shall cover all claims, demands, losses, costs, damages, liabilities and expenses whatsoever and howsoever arising out of or in relation to this Contract regardless of whether such loss, damage, injury or death is caused or contributed by the negligence, breach of duties and/or default of IVP, its associates, employees and agents

16. Acceptance by the Seller

Delivery of any part of the materials or performance of any part of the services ordered hereunder constitutes notice and acceptance of all the provisions and conditions of this Purchase Order without reservation.

17. Statutory Requirements

The Seller warrants that the design, construction and quality of goods to be supplied under the Contract comply in all respects with all relevant requirements of any statute, statutory rule or order, or other instrument having the force of law which may be in effect at the time when the same are supplied.

18. Dispute Resolution and Governing Law

The Contract shall be governed by English Law, any disputes arising out of or in connection with these terms shall be determined by English Courts.