TALOS TECHNOLOGY

Talos Consulting Services Ltd

Purchasing Terms & Conditions

Issued by Talos Consulting Services Ltd, trading as Talos Technology. These Purchasing Terms and Conditions are provided as a separate attachment to the Purchase Order and form part of the Purchase Order to which they relate.

Version 2.0 (9 Sep 2026): *Updated to include extended access rights for end-customers/regulators (Clause 5.1), counterfeit parts prevention and QMS requirements (Clause 8.5), and mandatory maintenance and insurance for Buyer Materials and tooling (Clause 10.1).*

Buyer

Legal entity	Talos Consulting Services Ltd, trading as Talos Technology
Company number	11464742
Registered office	Unit 11, Penhill Industrial Estate, 18 Beaumont Road, Banbury, OX16 1RW, United Kingdom
Invoicing email	accounts@talos-technology.com
Notices email	Buyer's email shown on the Purchase Order

Purchasing Terms and Conditions

These Terms apply whenever the Buyer issues a Purchase Order for Goods, Services or Deliverables. They are intended to exclude a Supplier's standard terms and to form a contract only when the Supplier accepts the Buyer's offer in accordance with clause 2.

1. Definitions and interpretation

1.1 In these Terms:

Applicable Law: all laws, regulations, regulatory requirements, codes and binding guidance applicable to the Contract, the Supplier, the Goods, the Services or the Deliverables.

Business Day: any day other than a Saturday, Sunday or public holiday in England and Wales.

Buyer: the legal entity identified as Buyer on the Purchase Order.

Buyer Materials: all information, specifications, drawings, designs, data, equipment, materials and other items supplied or made available by or for the Buyer.

Contract: the legally binding agreement comprising the documents listed in clause 2.4.

Deliverables: all documents, designs, drawings, models, software, reports, inventions, materials and other outputs created or supplied as part of the Services.

Goods: the goods, parts, equipment, materials or other items described in the Purchase Order, including associated Deliverables.

Intellectual Property Rights: patents, rights to inventions, copyright, database rights, design rights, trademarks, domain names, rights in confidential information and all similar rights, registered or unregistered, anywhere in the world.

Purchase Order: the Buyer's written order identifying the Goods, Services or Deliverables required.

Services: the services described in the Purchase Order, including production of Deliverables.

Specification: the requirements, drawings, standards, acceptance criteria and descriptions in the Purchase Order or otherwise agreed in writing.

Supplier: the person or entity to whom the Purchase Order is addressed.

1.2 A reference to writing includes email, but not instant messaging. "Including" means including without limitation. Headings do not affect interpretation. A person includes an individual, company and other legal entity. A reference to days means calendar days unless Business Days are specified.

2. Formation, precedence and changes

2.1 A Purchase Order is an offer by the Buyer to buy the stated Goods, Services and/or Deliverables on these Terms. It is not an acceptance of any Supplier quotation or terms.

2.2 The Supplier accepts the Purchase Order on the earliest of: (a) written acceptance; (b) starting work; (c) procuring materials specifically for it; or (d) supplying any part of the order.

2.3 Supplier terms in quotations, acknowledgements, delivery notes, invoices, portals or elsewhere do not apply, even if the Buyer signs or processes such a document,

unless an authorised director of the Buyer expressly agrees otherwise in a document that identifies the term being varied.

2.4 If there is a conflict, the following order of precedence applies: (a) a signed framework agreement or contract expressly stated to override these Terms; (b) any special conditions on the Purchase Order; (c) the Purchase Order and its Specification; (d) these Terms; and (e) any Supplier document expressly incorporated by the Purchase Order.

2.5 No change is binding unless recorded in writing and approved by the Buyer's authorised representative. The Supplier must not proceed with a change affecting price, timing, scope or performance until that approval is received.

3. Supplier obligations

3.1 The Supplier shall supply the Goods, Services and Deliverables: (a) in accordance with the Contract and all reasonable Buyer instructions; (b) using appropriately qualified, skilled and supervised personnel; (c) with all due care, skill and diligence and in line with good industry practice; and (d) by the dates stated in the Purchase Order. Time is of the essence for all delivery and performance dates.

3.2 The Supplier shall obtain and maintain all licences, consents, permits and approvals required to perform the Contract and shall promptly notify the Buyer of any actual or likely delay, defect, safety issue, regulatory issue or conflict of interest.

3.3 The Supplier remains fully responsible for its personnel, agents and subcontractors. It shall not subcontract any material obligation without the Buyer's prior written consent, and such consent does not relieve the Supplier of liability.

3.4 Nothing in the Contract creates employment, worker, agency, partnership or joint venture status between the Buyer and any Supplier personnel.

4. Goods: quality, delivery, title and risk

4.1 The Goods shall be new (unless expressly agreed otherwise), of satisfactory quality, fit for any purpose made known to the Supplier, free from defects in design, materials and workmanship, compliant with the Specification and any approved sample, and properly packed and labelled.

4.2 The Supplier warrants that it has and will transfer full title to the Goods, free from any lien, charge, retention-of-title right or other encumbrance.

4.3 Delivery shall be Delivered Duty Paid (Incoterms® 2020) to the location and on the date stated in the Purchase Order, unless the Purchase Order expressly states another basis. The Supplier bears all packing, insurance, carriage, duties and unloading costs unless otherwise stated.

4.4 Each delivery must include a delivery note stating the Purchase Order number, item numbers, quantities and any storage or safety instructions. The Supplier shall not deliver early, in instalments or in excess without written consent.

4.5 Title passes to the Buyer on the earlier of payment and delivery, but risk passes only on completion of delivery at the stated location and, where installation is required, successful installation and acceptance. Passing of title or risk does not amount to acceptance.

4.6 If the Supplier fails to deliver by an agreed delivery date, milestone or completion date, except to the extent caused by the Buyer or a qualifying force majeure event under clause 15, the Buyer may, without limiting its other rights or remedies:

4.6.1 cancel all or part of the affected Purchase Order without liability;

4.6.2 refuse any late or subsequent delivery relating to the cancelled part;

4.6.3 require the Supplier to use expedited delivery or other reasonable recovery measures at the Supplier's cost;

4.6.4 obtain replacement goods, services or corrective work from another supplier;

4.6.5 recover from the Supplier the reasonable additional costs and direct losses caused by the delay, including additional purchasing, expedited transport, inspection, handling, storage, labour and production interruption costs; and

4.6.6 requires the Supplier to provide, within two Business Days after the Buyer's request, a written recovery plan setting out the cause of the delay, its expected duration, mitigation measures and revised delivery date.

4.7 The rights in clause 4.6 do not apply to the extent that the delay was caused by the Buyer. Acceptance of a late delivery does not waive the Buyer's rights arising from the delay.

5. Inspection, testing and acceptance

5.1 The Buyer may inspect and test the Goods, Services and Deliverables during manufacture, performance and after delivery. The Supplier shall provide reasonable access, facilities, records and assistance. Inspection or payment does not waive any right or constitute acceptance. The Supplier shall grant the Buyer, its authorized representatives, its end-customers, and relevant regulatory authorities reasonable right of access to applicable areas of all facilities and records involved in the performance of the Contract.

5.2 Acceptance occurs only when the Buyer confirms acceptance in writing or the applicable acceptance criteria are demonstrably met. Use of an item for testing, mitigation or urgent operational needs is not acceptable.

5.3 If any Goods, Services or Deliverables do not comply with the Contract, the Buyer may, at its option and without limiting any other remedy: reject them; require prompt repair, replacement or re-performance; require a refund; accept them subject to an equitable price reduction; obtain substitutes or corrective work elsewhere and recover the reasonable additional cost; and/or, subject to clause 16.2, terminate the affected Purchase Order.

5.4 The Supplier bears all costs and risks of collection, return, re-delivery, re-performance, testing and disposal arising from non-compliance. Repaired, replaced or re-performed items are subject to these Terms afresh.

6. Services and personnel

6.1 The Supplier shall meet all milestones and acceptance criteria, provide progress information reasonably requested, and immediately address any performance concern. Where the Contract specifies named personnel, the Supplier shall not replace them without the Buyer's prior written approval, not to be unreasonably withheld.

6.2 The Supplier shall ensure that personnel comply with applicable Buyer site, health and safety, IT security and conduct policies notified to it. The Buyer may require removal of any person from its premises or systems on reasonable grounds; the Supplier shall provide a suitable replacement without delay or additional charge.

6.3 Unless the Purchase Order states otherwise, the Supplier provides all equipment, tools, software, supervision and resources needed to perform the Services.

7. Price, invoicing, tax and payment

7.1 The price is fixed and exclusive of VAT but inclusive of all other taxes, duties, expenses, packaging, delivery, insurance, travel and overheads, unless the Purchase Order expressly states otherwise. VAT shall be payable only against a valid VAT invoice.

7.2 The Supplier may invoice only after delivery and acceptance, or on achievement of an agreed milestone. Each invoice must quote the Purchase Order number, describe the supply, identify the delivery or milestone, show VAT separately and include reasonable supporting records. The Buyer may return a non-compliant invoice, and the payment period begins only when a compliant invoice is received.

7.3 Subject to clause 7.4, the Buyer shall pay undisputed sums within the payment period stated on the Purchase Order or, if none is stated, within 30 days after the end of the month of receipt of a compliant invoice. Payment does not constitute acceptance and is without prejudice to the Buyer's rights.

7.4 The Buyer may withhold a genuinely disputed amount while the parties resolve the dispute but shall pay any undisputed balance. The Buyer may set off any amount owed by the Supplier to the Buyer against sums payable under the Contract.

7.5 Any statutory right to interest or compensation for late payment applies as required by law. No contractual interest or recovery charge applies beyond that statutory entitlement unless expressly agreed in the Purchase Order.

8. Warranties and continuing support

8.1 The Supplier warrants that the Goods, Services and Deliverables comply with the Contract and all Applicable Law, do not infringe third-party rights, are safe when properly used, and contain no malicious code, disabling device or undisclosed access mechanism.

8.2 Unless a longer period is stated in the Purchase Order, the warranty period for Goods and Deliverables is 12 months from acceptance. A repaired or replaced item has a new 12-month warranty from re-acceptance. These warranties are additional to rights implied by law.

8.3 The Supplier shall maintain appropriate traceability and quality records and, for safety-critical or regulated items, promptly provide certificates of conformity, test results, material certificates and other evidence requested by the Buyer.

8.4 The Supplier shall immediately notify the Buyer of any actual or suspected defect, safety issue, recall, regulatory action or counterfeit component affecting the supply, and shall cooperate fully in containment, investigation, correction and recall at its cost where the issue is attributable to the Supplier.

8.5 The Supplier shall maintain a quality management system appropriate to its business, implement processes to prevent the introduction of counterfeit or suspect parts/materials into the Goods or Deliverables, and notify the Buyer immediately if any such parts are detected.

9. Intellectual property

9.1 Each party retains ownership of Intellectual Property Rights owned or developed independently of the Contract ("Background IP"). The Supplier grants the Buyer a perpetual, irrevocable, worldwide, royalty-free, transferable and sublicensable licence to use Supplier Background IP to the extent necessary to receive, use, maintain, repair, modify and exploit the Goods, Services and Deliverables.

9.2 All Intellectual Property Rights in Deliverables created specifically for the Buyer under the Contract ("Foreground IP") shall vest in the Buyer on creation. To the extent they do not vest automatically, the Supplier assigns them to the Buyer by way of present assignment of existing and future rights, with full title guarantee.

9.3 The Supplier shall execute documents and do acts reasonably required to confirm or register the Buyer's ownership. It shall obtain written assignments and, where legally possible, waivers of moral rights from its personnel and subcontractors.

9.4 The Supplier shall not include third-party materials, open-source software with restrictive obligations, or material subject to usage limits in a Deliverable without the Buyer's prior written approval and full disclosure of the applicable terms.

10. Buyer property and confidential information

10.1 Buyer Materials remain the Buyer's property. The Supplier shall keep them identifiable, secure, insured at full replacement value, and maintained in good working condition at the Supplier's expense; use them only for the Contract; not copy or dispose of them except as instructed; and return them on request or termination. Risk in tangible Buyer Materials held by the Supplier rests with the Supplier.

10.2 Each party shall keep confidential all non-public commercial, technical, financial and operational information received from the other and use it only for the Contract. The Supplier shall disclose Buyer confidential information only to personnel who need it and are bound by equivalent confidentiality obligations.

10.3 Clause 10.2 does not apply to information that the recipient can prove is lawfully public, already known without restriction, independently developed without use of the information, or lawfully received from a third party. A legally required disclosure is permitted only after prior notice where lawful and disclosure of the minimum necessary.

10.4 The Supplier shall not publicise the relationship, use the Buyer's name or marks, or take photographs at Buyer sites without prior written consent. Confidentiality obligations continue for five years after termination, and indefinitely for trade secrets and personal data.

11. Data protection and information security

11.1 Each party shall comply with applicable data protection law, including the UK GDPR and Data Protection Act 2018. Unless the Purchase Order states otherwise, the parties act as independent controllers for routine business contact data.

11.2 If the Supplier processes personal data for the Buyer as a processor, it shall process only on documented instructions; ensure confidentiality; implement appropriate technical and organisational security; obtain prior written authorisation for sub-processors and impose equivalent obligations; assist with data subject rights, security, breach response, impact assessments and regulatory consultation; notify the Buyer of a personal data breach without undue delay and in any event within 24 hours; allow proportionate audits; and, at the Buyer's choice, securely return or delete personal data at the end of the Services, unless law requires retention.

11.3 Before processing begins, the parties shall complete any processing particulars reasonably requested by the Buyer, including subject matter, duration, nature, purpose, data types, data subjects and approved transfer mechanism. The Supplier shall not make a restricted international transfer without the Buyer's prior written approval and a lawful transfer mechanism.

11.4 The Supplier shall notify the Buyer immediately of any actual or suspected cyber incident affecting Buyer systems, data or supplies, preserve evidence, mitigate harm, cooperate with investigation and remediation, and not make a public statement without consent unless legally required.

12. Compliance, ethics and sustainability

12.1 The Supplier shall comply with Applicable Law relating to health and safety, product safety, employment, equality, tax, environmental protection, sanctions, export controls, anti-bribery, anti-fraud, modern slavery and human trafficking.

12.2 The Supplier shall not offer, give, request or accept any bribe, facilitation payment, improper advantage or undisclosed commission in connection with the Contract. It shall maintain proportionate prevention procedures, accurate records and effective controls, and promptly report any suspected breach. The Supplier shall also maintain reasonable procedures to prevent the facilitation of tax evasion contrary to the Criminal Finances Act 2017.

12.3 The Supplier shall take reasonable steps to prevent forced labour, servitude, human trafficking and child labour in its operations and supply chain, flow equivalent expectations to relevant subcontractors, and provide information reasonably requested for the Buyer's due diligence and reporting.

12.4 The Supplier shall promptly provide, on request, information that the Buyer reasonably needs to meet its own export control, sanctions and customs obligations, including country of origin, commodity codes and any export control classification applicable to the Goods, Services or Deliverables.

12.5 The Supplier shall maintain complete and accurate records evidencing performance and compliance for at least six years after completion, and permit reasonable audit on notice, subject to appropriate confidentiality and security safeguards.

13. Insurance

13.1 The Supplier shall maintain, with reputable insurers, insurance appropriate to its obligations and risks, including as applicable employers' liability, public/product liability, professional indemnity and cyber insurance.

14. Indemnities and liability

14.1 The Supplier shall indemnify the Buyer and its group companies against losses, liabilities, damages, costs and expenses (including reasonable legal costs) arising from: (a) death, personal injury or property damage caused by the Supplier; (b) any claim that the Goods, Services or Deliverables infringe third-party Intellectual Property Rights; (c) the Supplier's breach of clause 10, 11 or 12; or (d) employment or tax claims by Supplier personnel, in each case to the extent caused by the Supplier's breach, negligence or unlawful act or omission.

14.2 Nothing excludes or limits liability that cannot lawfully be excluded or limited, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.

14.3 Subject to clause 14.2, the Buyer's aggregate liability under a Purchase Order shall not exceed the price paid or payable under that Purchase Order. The Buyer is not liable for loss of profit, revenue, business, anticipated savings, goodwill, data, or any indirect or consequential loss.

14.4 Any Supplier liability cap applies only if expressly stated in the Purchase Order or a signed agreement. When agreed, it does not apply to the liabilities in clause 14.2, IP infringement, breach of confidentiality or data protection obligations, indemnities, deliberate default or wilful misconduct.

15. Delay, continuity and force majeure

15.1 If delay is likely, the Supplier shall notify the Buyer immediately, explaining cause, impact and mitigation. The Supplier shall use all reasonable efforts and business continuity measures to avoid and reduce disruption, including approved alternative sourcing where appropriate.

15.2 Neither party is liable for delay caused solely by an event beyond its reasonable control that could not reasonably have been prevented or mitigated. Shortage of labour, materials, funds or capacity, price increases, subcontractor failure and industrial action limited to the affected party do not qualify unless themselves caused by such an event and unavoidable despite reasonable continuity planning.

15.3 The affected party shall notify the other promptly and resume performance as soon as possible. The Buyer may obtain alternative supply during disruption. If disruption continues for 15 days or is likely to defeat the purpose of the Purchase Order, the Buyer may terminate the affected part immediately without liability other than for conforming supplies accepted before termination.

16. Suspension and termination

16.1 The Buyer may suspend performance or terminate all or part of a Purchase Order for convenience on written notice. The Buyer shall pay for conforming supplies completed and accepted before the effective date and reasonable, evidenced, unavoidable direct commitments incurred specifically for the terminated work, less costs avoided and subject to the Supplier taking reasonable mitigation steps. No loss of profit or opportunity is payable.

16.2 Either party may terminate immediately if the other commits a material breach that cannot be remedied or fails to remedy a remediable material breach within 14 days after written notice. The Buyer may also terminate immediately for repeated breach, insolvency, bribery, modern slavery, serious safety or security risk, unauthorised change of control, or conduct reasonably likely to damage the Buyer's reputation.

16.3 On expiry or termination, the Supplier shall stop work as directed; protect and deliver all completed and work-in-progress items for which the Buyer has paid or agrees to pay; return Buyer Materials; provide reasonable transition assistance; and refund prepaid sums for unperformed obligations.

16.4 Termination does not affect accrued rights. Clauses intended by their nature to continue - including clauses 8 to 14, 16.3, 16.4, 17.2 to 17.4 and 18 - survive.

17. General

17.1 The Supplier may not assign, transfer, charge or otherwise deal with the Contract without the Buyer's prior written consent. The Buyer may assign the Contract to a group company or a purchaser of the relevant business or assets.

17.2 A waiver is effective only if in writing and applies only to the circumstance for which given. Delay or failure to exercise a right is not a waiver. Rights and remedies are cumulative.

17.3 If a provision is invalid or unenforceable, it shall be modified to the minimum extent necessary and the remainder continues in force. The Contract constitutes the entire agreement on its subject matter, but nothing limits liability for fraud or fraudulent misrepresentation.

17.4 Except for Buyer group companies benefiting from clauses 9, 10 and 14, no person other than a party has rights under the Contracts (Rights of Third Parties) Act 1999. The parties may vary or terminate the Contract without third-party consent.

18. Notices, governing law and disputes

18.1 Notices relating to breach or termination must be in writing and delivered by hand, prepaid next-Business-Day post or email. Notices to the Buyer shall be sent to the email address shown on the relevant Purchase Order. Notices to the Supplier shall be sent to the email address to which the Purchase Order was issued or any other email address the Supplier has notified to the Buyer in writing for the purpose of receiving notices. Email is received when sent without error before 5.00 pm on a Business Day, otherwise on the next Business Day. This clause does not govern service of court proceedings.

18.2 The parties shall first attempt in good faith to resolve a dispute through their operational representatives and then senior management. This does not prevent either party seeking urgent interim relief or using any statutory remedy.

18.3 The Contract and any non-contractual obligations arising from it are governed by the law of England and Wales. The courts of England and Wales have exclusive jurisdiction.