



IONX Supplier T&Cs

Commercial-in-Confidence

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Definitions

- “IONX”: IONX NETWORKS incorporated and registered in England and Wales with company number 10402747 whose registered office is at Atlas House Globe Business Park, Third Avenue, Marlow, Buckinghamshire SL7 1EY, United Kingdom.
- “Products”: the goods (or any part of them) to be provided by the Supplier
- “Services”: the services, including any Deliverables, to be provided by the Supplier
- “Supplier”: the person or firm from whom IONX purchases the Products and/or Services.

1 Scope of Work

The Supplier agrees to provide the Products and/or Services described and agreed upon via e-mail, verbal agreement or invoice reference, in accordance with these terms and conditions. In case that IONX decides to raise a Purchase Order ("PO"), and/or sign an Agreement, the terms of such PO or Agreement shall prevail over these terms and conditions.

2 Pricing & Payment

- Pricing must be pre-agreed in writing (e-mail acceptable).
- Payment shall be made within 45 days from the date of a valid undisputed invoice.
- In respect of the Products, the Supplier shall invoice IONX on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice IONX on completion of the Services.
- No additional fees or charges shall be accepted by IONX unless agreed in writing in advance.

3 Delivery

- Delivery shall be made by the date agreed and to the location specified by IONX.
- The Supplier is responsible for any packaging, shipping, insurance, or customs costs unless otherwise agreed by IONX in writing.
- The Supplier shall ensure that the Products are properly packed and secured in such manner as to enable them to reach their destination in good condition.

4 Quality & Warranty

- Products/Services must meet the standards agreed and comply with all applicable laws and regulations and conform with any specification provided by the Supplier to IONX. Supplier shall ensure that the Products/Services are fit for purpose.
- The Supplier shall perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade.
- All Products and/or materials supplied and used in the Services or transferred to IONX, shall be free from defects in workmanship, installation and design.

- The Supplier warrants that the Products/Services shall be free from defects for at least 1 year (the “Warranty Period”) after delivery. The Supplier shall replace any faulty Product or rectify any substandard Services during the Warranty Period.
- The Supplier shall meet any performance dates and service level agreements for the Services, as agreed with IONX.

5 Liability

- The Supplier shall indemnify IONX against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by IONX arising out of or in connection with:
- any claim made against IONX for actual or alleged infringement of a third party’s intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Products, or receipt, use or supply of the Services (excluding IONX Materials and any free issue components);
- any claim made against IONX by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Products or the Services; and
- any claim made against IONX by a third party arising out of or in connection with the supply of the Products, as delivered, or the Services.
- This clause shall survive for 5 years after the delivery or service has been delivered.
- IONX’s liability shall be limited to the amount payable under these terms and conditions and related agreement or PO.

6 Confidentiality

- All non-public information shared must be kept confidential and not disclosed to any third party without consent for a period of five (5) years after delivery of the Products and/or Services.

7 Termination

- IONX may cancel the Products and/or Services at any time before delivery with no liability other than payment for Products and/or Services already delivered and IONX shall reimburse the Supplier for any documented costs incurred by the Supplier prior to the date of cancellation by IONX.

8 Insurance

- The Supplier shall maintain in force, with a reputable insurance company, professional indemnity, product liability and public liability insurance and shall, on IONX's request, produce certificates of insurance confirming details of cover.

9 Compliance

- The Supplier shall comply with all applicable laws including but not limited to local labor, safety, and tax regulations.
- The Supplier shall ensure that at all times that it has and maintains all licences, permissions, authorisations, consents and permits required to carry out its obligations in respect of the delivery of the Products and/or Services.

10 Governing Law

- This agreement shall be governed by the laws of England & Wales and the courts of London shall have exclusive jurisdiction.