

OLYMPUS TECHNOLOGIES LTD.
STANDARD TERMS & CONDITIONS FOR SALE OF ROBOTS AND OTHER EQUIPMENT

The following terms and conditions (“Conditions”) apply to all purchases of robots and other equipment from Olympus Technologies Ltd and any associated Services to be supplied. Please read this document carefully before placing your order. We reserve the right to change these terms from time to time.

This Agreement was last modified on 4th August 2022.

1. INTERPRETATION

1.1. Definitions. In these Conditions, the following definitions apply:

- a. **Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
- b. **Conditions:** the terms and conditions set out in this document.
- c. **Contract:** the contract between the Supplier and the Customer for the sale and purchase of the Goods under and in accordance with these Conditions.
- d. **Customer:** the person or firm who purchases the Goods from the Supplier.
- e. **Deposit:** the initial payment, as specified in clause 8.6.
- f. **Force Majeure Event:** has the meaning given in clause 11.
- g. **Goods:** the goods (or any part of them) set out in the Order.
- h. **Order:** the Customer's order for the Goods, as set out in the Customer's written acceptance of the Supplier's quotation.
- i. **Services:** any services to be supplied by the Supplier to the Customer as may be set out in the Specification.
- j. **Specification:** any specification for the Goods, including any related plans and drawings referred to in the Supplier's quotation.
- k. **Supplier:** Olympus Technologies Limited (registered in England and Wales with company number 2134805) whose registered office is at Melbourne Works, 8 Firth Street, Huddersfield, HD1 3BA.

1.2. In these Conditions, the following interpretations apply:

- a. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- b. A reference to a party includes its personal representatives, successors or permitted assigns.
- c. A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- d. Any phrase introduced by the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the works preceding those terms.
- e. A reference to writing or written includes e-mails.

2. BASIS OF CONTRACT

- 2.1. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, unless agreed to in advance in writing by the Supplier.
- 2.2. The Supplier reserves the right to refuse to accept any contract that is deemed to be contrary to the Supplier's policies in force at the time.
- 2.3. A quotation for the Goods given by the Supplier shall constitute an offer open for acceptance by the Customer. A quotation shall only be valid for a period of 30 calendar days from its date of issue unless otherwise specified or extended in writing by the Supplier.
- 2.4. The Order shall only be deemed to be accepted when the Supplier has issued written acknowledgement of the Order and the Customer has paid in cleared funds or cash the Deposit (or the full Price, as the case may be), at which point the Contract shall come into existence.
- 2.5. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.
- 2.6. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.
- 2.7. If the Customer wishes to cancel the robot order post order, then they are liable to pay all costs for all commitments undertaken by the Supplier on behalf of the Customer, including labour and administration costs, and an amount for loss of opportunity.

2.8. Any samples, drawings, descriptive matter, or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them and of any Services available. They shall not form part of the Contract or have any contractual force.

3. GOODS

3.1. The Goods are as described in the Specification.

3.2. The Customer shall satisfy itself as to the suitability of the Goods for its purpose. The Customer shall be deemed to have carried out its own examination and investigation to ensure the suitability of the Goods for their intended purposes and applications.

3.3. The Supplier reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.

4. DELIVERY OF GOODS

4.1. The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree for delivery (Delivery Location) at any time after the Goods are ready. If the Delivery Location is outside of the UK, the parties shall separately discuss and agree responsibilities as to delivery and risk.

4.2. The Customer shall provide at the Delivery Location at its expense adequate and appropriate equipment and manual labour for unloading the Goods where such is necessary.

4.3. Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location or when uplifted if the Customer collects the Goods from the Supplier or as may otherwise be agreed between the parties.

4.4. The Supplier may deliver any goods by a courier service of its choice.

4.5. Modifications made by the Customer after the order has been placed may result in delays to any agreed delivery date. Modifications should be submitted in writing and confirmed by both parties to the contract.

4.6. If the Customer delays installation of the goods after the date has been agreed between both parties, the Supplier reserves the right to partially or fully invoice for the equipment the Customer has ordered, irrespective of whether the Customer wants the equipment delivering on the original date.

4.7. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.8. Without prejudice to clause 4.6., if the Supplier fails to deliver the Goods, its liability shall be limited to the money (if any has been paid) paid by the Customer for the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

5. QUALITY

5.1. The Supplier warrants that on delivery, and for the warranty period stated in the Specification (and if there is no warranty period so stated, it shall be 12 months) from the date of delivery (**Warranty Period**), the Goods shall:

- a. conform in all material respects with their description and the Specification;
- b. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- c. be free from material defects in material and workmanship.

5.2. Subject to clause 5.3., if:

- a. the Customer gives notice in writing to the Supplier during the Warranty Period and within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1.;
- b. the Supplier is given a reasonable opportunity of examining such Goods; and
- c. the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost,

the Supplier shall, at its option, repair or replace the defective Goods and retain any defective parts and if such repair or replacement is not successful, the Supplier shall repay the price of the defective Goods. Once the Supplier has repaired or replaced the defective parts or, if such is unsuccessful, has repaid the price of the defective Goods, the Supplier shall have no further liability to the Customer for the rejected Goods' failure to comply with clause 5.1.

5.3. The Supplier shall not be liable for Goods' failure to comply with the warranty set out in clause 5.1. in any of the following events:

- a. the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- b. the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer;

- c. the Customer alters or repairs such Goods without the written consent of the Supplier;
- d. the Customer bypasses or circumvents documented electrical or software interfaces for controlling the Goods without the prior agreement of the Supplier; or
- e. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage; or
- f. the Customer uses accessories or replacement parts in connection with the Goods which do not conform to the Supplier's specifications;

5.4. Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.5. The Supplier reserves the right to undertake warranty and/or other service and support provision on a 'return to base' basis, if specified in the quotation.

5.6. If the Customer relocates the robot and/or other equipment from the address originally delivered to, the Supplier reserves the right to undertake warranty and/or other service and support provision on a 'return to base' basis.

5.7. Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

5.8. These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

6. TITLE AND RISK

6.1. The risk in the Goods shall pass to the Customer on completion of delivery.

6.2. Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for the Goods.

6.3. If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 9.2., or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up the Goods and, if it fails to promptly do so, the Supplier may enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. SUPPLY OF SERVICES

7.1. Where the Supplier has agreed to supply Services, the Supplier shall supply the Services to the Customer as set out in the Specification in all material respects and the Customer shall co-operate with the Supplier in all matters relating to the Services, including providing access to all premises and facilities as may be required by the Supplier.

7.2. The Customer shall be required to have prepared its premises and facilities in readiness for the Supplier supplying any Services.

7.3. The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Specification or the Supplier's later Order acknowledgement (if different), but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

7.4. The Supplier reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

7.5. The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

8. PRICE AND PAYMENT

8.1. The price of the Goods shall be the price set out in the quotation, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date of delivery.

8.2. The Supplier may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

- a. any factor beyond the Supplier's control (including increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- b. any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification or any Services to be provided; or
- c. any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.

8.3. Any travelling, subsistence or out of pocket expenses incurred by the Supplier or its appointed agents in fulfilling the Contract will be charged to the Customer in addition to the price of the Goods, unless expressly agreed otherwise.

8.4. The price of the Goods is inclusive of the costs and charges of packaging, insurance (where applicable) and transport (unless quoted separately) of the Goods as set out in any Supplier's quotation.

8.5. The price of the Goods is exclusive of amounts in respect of value added tax (VAT) or any import duties (or similar). The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such

additional amounts in respect of VAT as are chargeable on the supply of the Goods, together with any additional duty-related costs in respect of delivery.

- 8.6. Payment Terms. Payment shall be made to the bank account nominated in writing by the Supplier and payment shall be made as follows:
- a. Deposit payments are due prior to the order being processed and confirmed by the Supplier, and are 40% of total price unless otherwise specified in the quotation. The supplier will only confirm the order once the Deposit payment is made and cleared.
 - b. Interim payments are due when the robot and other equipment are ready for delivery, and are 50% of total price unless otherwise specified in the quotation. The Supplier reserves the right to hold delivery until payment of such sum is received and cleared.
 - c. Balance of payment is due on completion of commissioning of the robot, and is 10% of total price unless otherwise specified in the quotation. Where no commissioning activities take place, interim and balance payments are due together. Payment is due within 30 calendar days of the date of the Supplier's invoice.
- 8.7. If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment (due date), then the Customer shall pay interest on the overdue amount at the rate (as prescribed under the Late Payment of Commercial Debts (Interest) Act 1998 (**the Act**)) of 8% per annum above Bank of England Base Rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement. The Customer shall pay the interest together with the overdue amount. If the Act does not apply to the Contract, interest on late payment shall be applied at 8% above the Bank of England base rate and the remainder of this clause shall apply.
- 8.8. The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counter-claim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

9. CUSTOMER'S INSOLVENCY OR INCAPACITY

- 9.1. If the Customer becomes subject to any of the events listed in clause 9.2., or the Supplier reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to the Supplier, the Supplier may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and the Supplier without incurring any liability to the Customer, and all sums due in respect of the Goods and any Services delivered or under clause 2.7. shall become immediately due and payable (whether invoiced or not).
- 9.2. For the purposes of clause 9.1., the relevant events are:
- a. the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
 - b. the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangements with its creditors;
 - c. (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
 - d. (being an individual) the Customer is the subject of a bankruptcy petition or order;
 - e. a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
 - f. (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer.
 - g. (being a company) a floating charge holder over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;

- h. a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;
- i. any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.2. a) to clause 9.2. h) (inclusive);
- j. the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;
- k. the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;
- l. (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

9.3. Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

10. LIMITATION OF LIABILITY

10.1. Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- a. breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- b. defective products under the Consumer Protection Act 1987; or
- c. any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

10.2. Subject to clause 10.1. the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:

- a. loss of profits; or
- b. loss of business; or
- c. depletion of goodwill and/or similar losses; or
- d. loss of anticipated savings; or
- e. loss of use or corruption of software, data or information; or
- f. loss of contracts; or
- g. loss of use; or
- h. any special indirect consequential or pure economic loss, costs, damages, charges, expenses.

10.3. The Supplier's total liability to the Customer in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods.

11. FORCE MAJEURE

11.1. Neither party shall be liable for any failure or delay in performing its obligations under the contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or International calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

12. GENERAL

12.1. Technical Support

- a. Technical support is provided for queries in the use of the Goods in the configuration under which the Goods were sold.
- b. Support for features that are not documented in the user manual or the Specifications is at the discretion of the Supplier.
- c. Interfacing with any non-compatible product will not be supported unless otherwise agreed in the Order or Specification.
- d. Application level (e.g. user training) support will not be provided without a separate user support contract, for which additional charges may apply.

12.2. Assignment and Subcontracting

- a. The supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- b. The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Supplier.

12.3. Intellectual Property

Unless otherwise agreed in writing, all intellectual property rights arising out of this Contract (including the Services) shall vest in the Supplier. The Customer shall have a world-wide, non-exclusive, non-transferrable, royalty-free licence to use and have used, the intellectual property for the Customer's use of the Goods.

12.4. Confidentiality

- a. Both parties undertake to hold as confidential indefinitely all disclosures of a know how, trade secret or of a technical nature made to them by the other party in the course of setting up or during this Contract.
- b. Information which: is in the public domain; comes into the public domain or is received in good faith from a third party; disclosed by order of a court of law; or provably independently generated, shall not be regarded as confidential.
- c. The Supplier may refer to the existence of the Contract or to the Customer in any promotional or experience material.

12.5. Notices

- a. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its principal place of business or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier or e-mail.
- b. A notice of other communication shall be deemed to have been received: if delivered personally; when left at the address referred to in clause 12.5. a); if sent by pre-paid first class post or recorded delivery, at 9:00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, one Business Day after transmission.
- c. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

12.6. Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision pursuant to this clause shall not affect the validity and enforceability of the rest of the Contract.

12.7. Waiver

A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy.

12.8. Third party rights

The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 for any third party to enforce any term of the Contract.

12.9. Variation

Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Supplier.

12.10. Disputes

All disputes in respect of any matter or thing arising out of the Contract which cannot be resolved between the parties within 15 Business Days of the issue being notified to the other party shall in the first instance be referred to mediation through the Centre for Dispute Resolution, London (CEDR) under their model mediation procedure. The courts of England shall in all circumstances remain the competent jurisdiction for any appeal beyond a dispute resolution process.

12.11. Governing law and jurisdiction

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and, subject to clause 12.10., the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.