

STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND/OR SERVICES

1. VALIDITY AND ACCEPTANCE OF THESE TERMS AND CONDITIONS

1.1 Motionatics Limited is a private limited company incorporated and registered in England and Wales with company number 15416556 whose registered office address is at Unit 24 Brookside Business Park, Eccleshall, Stone, United Kingdom, ST15 0RZ ("MOTIONATICS LTD").

1.2 These terms and conditions (the "Terms"), together with the Quotation and the Order (as defined below), constitute a binding agreement ("the Agreement") between MOTIONATICS LTD and the Customer for the provision of the Goods and / or the Services (both as defined below). In the event of any inconsistency or conflict between any of those documents, the terms set out in:

- (a) the Quotation will prevail over these Terms and the Order; and
- (b) these Terms will prevail over the Order .

1.3 Unless agreed otherwise in writing by MOTIONATICS LTD, all Goods and/or Services are supplied under the terms of the Agreement to the exclusion of all other terms and conditions, including any terms and conditions which the Customer might try to introduce or rely on.

2. DEFINITIONS AND INTERPRETATION

2.1 In these Terms, the following definitions and rules of interpretation apply:

Applicable Laws: all applicable laws, statutes, regulations and codes from time to time in force.

Customer: the person, company, organisation, business or other legal entity which enters into the Agreement with MOTIONATICS LTD.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).

Deliverables: any deliverables to be produced by MOTIONATICS LTD for the Customer under the Agreement, as set out in the Quotation and confirmed in the Order or as otherwise agreed in writing between the parties.

Goods: the goods (or any part of them) to be provided to the Customer under the Agreement, as set out in the Quotation and confirmed in the Order or as otherwise agreed in writing between the parties.

Goods Specification: any specification for the Goods, including any related plans and drawings, provided by MOTIONATICS LTD to the Customer in the Quotation and confirmed in the Order and/or as otherwise agreed in writing between the parties.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: the Customer's acceptance of the Quotation, which may be set out in a purchase order issued by the Customer or in some other written form, as the case may be.

Quotation: the document issued to the Customer by MOTIONATICS LTD setting out MOTIONATICS LTD's quotation for the provision of Goods and/or Services (including any Deliverables) to the Customer.

Services: the services, including the Deliverables, to be supplied by MOTIONATICS LTD under the Agreement as set out in the Quotation and confirmed in the Order or as otherwise agreed in writing between the parties.

Services Specification: the description or specification for the Services to be provided by MOTIONATICS LTD to the Customer under the Agreement, as set out in the Quotation and confirmed in the Order or as otherwise agreed in writing between the parties.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

2.2 Interpretation:

- (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted and includes all subordinate legislation made under that legislation or legislative provision.
- (c) Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- (d) A reference to writing or written includes email.

3. THE AGREEMENT

3.1 In response to an enquiry from or tender issued by the Customer, MOTIONATICS LTD shall issue a Quotation which shall be effective from its date of issue for the period of time set out in the Quotation. If not accepted by the Customer within the specified period of time, such Quotation shall automatically lapse and be of no effect.

3.2 Quotations issued by MOTIONATICS LTD and Orders issued by the Customer are not legally binding upon either party. An Agreement shall take effect and become legally binding on the parties only when MOTIONATICS LTD issues written acceptance of the Order.

3.3 If the Customer wishes to modify any of the Goods and/or Services following commencement of the Agreement, such modification can only take place if the parties agree in writing any adjustment to the charges payable to MOTIONATICS LTD as a result of such modification. Any such modification shall also be subject to clause 17.6.

3.4 All of these Terms shall apply to the supply of both Goods and Services except where their application to only one or the other is specified.

3.5 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any document of MOTIONATICS LTD that is inconsistent with these Terms.

4. SUPPLY OF GOODS

4.1 The Goods are described in the applicable Goods Specification. MOTIONATICS LTD reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirement and MOTIONATICS LTD shall notify the Customer in any such event.

5. DELIVERY OF GOODS

5.1 MOTIONATICS LTD shall ensure that the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition and each delivery of the Goods shall be accompanied by a delivery note correctly addressed to the Customer.

5.2 MOTIONATICS LTD shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (Delivery Location). Delivery of the Goods shall be completed upon the Customer's receipt of the Goods at the Delivery Location. Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence.

6. QUALITY OF GOODS

6.1 MOTIONATICS LTD shall ensure that, on delivery, the Goods shall:

- (a) conform in all material respects with any applicable Goods Specification; and
- (b) be free from material defects in design, material and workmanship.

6.2 Subject to clause 6.3, if the Customer gives notice in writing to MOTIONATICS LTD within a reasonable time of discovery that some or all of the Goods do not comply with the undertakings set out in clause 6.1 and MOTIONATICS LTD is given a reasonable opportunity of examining such Goods, MOTIONATICS LTD shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full .

6.3 MOTIONATICS LTD shall not be liable for the Goods' failure to comply with the undertakings set out in clause 6.1 to the extent that:

- (a) the Customer makes any further use of the Goods after giving notice in accordance with clause 6.2;
- (b) the defect arises because the Customer failed to follow MOTIONATICS LTD's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;
- (c) the defect arises as a result of MOTIONATICS LTD following any drawing, design or specification supplied by the Customer;
- (d) the defect arises as a result of any errors or omissions in any information or instructions provided to MOTIONATICS LTD by the Customer in connection with the Goods;
- (e) the Customer alters or repairs such Goods without MOTIONATICS LTD's written consent; or
- (f) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

6.4 Except as provided in this clause 6, MOTIONATICS LTD shall have no liability to the Customer in respect of the Goods' failure to comply with the undertakings set out in clause 6.1. These Terms shall apply to any repaired or replacement Goods supplied by MOTIONATICS LTD.

7. TITLE AND RISK

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

7.2 Title to the Goods shall not pass to the Customer until MOTIONATICS LTD receives payment in full (in cash or cleared funds) for the Goods.

8. SUPPLY OF SERVICES

8.1 MOTIONATICS LTD shall provide the Services (including any Deliverables) to the Customer in accordance with the Services Specification in all material respects.

8.2 MOTIONATICS LTD shall use reasonable endeavours to meet any performance dates for the Services specified in the Quotation, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

8.3 MOTIONATICS LTD warrants to the Customer that the Services (including the Deliverables) will be provided using reasonable care and skill.

8.4 MOTIONATICS LTD shall not be liable for any failure of the Deliverables to comply with the Services Specification to the extent that such failure arises as a result of:

- (a) the Customer failing to follow MOTIONATICS LTD's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Deliverables or (if there are none) good trade practice regarding the same;
- (b) any errors or omissions in any information or instructions provided to MOTIONATICS LTD by the Customer in connection with the Deliverables; or
- (c) the Customer modifying such Deliverables without MOTIONATICS LTD's written consent.

9. CUSTOMER OBLIGATIONS

9.1 The Customer shall:

- (a) ensure that any data, information or documentation it provides to MOTIONATICS LTD in accordance with the Agreement (including in relation to any specified engineering limits or the limitations of any relevant equipment) are complete and accurate;
- (b) co-operate with MOTIONATICS LTD in all matters relating to the Services;
- (c) provide MOTIONATICS LTD in a timely manner with such access to the Customer's premises, systems, personnel and facilities as is reasonably required by MOTIONATICS LTD in order to provide the Services;
- (d) provide MOTIONATICS LTD in a timely manner with such information and materials as MOTIONATICS LTD may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in

all material respects;

- (e) comply with all Applicable Laws, including health and safety laws, relating to the Goods and/or Services; and
- (f) be responsible for the integration of any software Deliverables with the Customer's systems, unless otherwise set out in the Quotation or agreed in writing between the parties.

9.2 If MOTIONATICS LTD's performance of any of its obligations under the Agreement is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):

- (a) without limiting or affecting any other right or remedy available to it, MOTIONATICS LTD shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays MOTIONATICS LTD's performance of any of its obligations;
- (b) MOTIONATICS LTD shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from MOTIONATICS LTD's failure or delay to perform any of its obligations as set out in this clause 9.1(f); and
- (c) the Customer shall reimburse MOTIONATICS LTD on written demand for any costs or losses sustained or incurred by MOTIONATICS LTD arising directly or indirectly from the Customer Default and/or be liable for any additional charges issued by MOTIONATICS LTD in relation to additional work that MOTIONATICS LTD is required to undertake or additional costs that MOTIONATICS LTD is required to incur as a result of the Customer's default.

10. CHARGES AND PAYMENT

10.1 The price for the Goods, together with any delivery costs where applicable, and the charges for the Services shall all be as set out in the Quotation and confirmed in the Order. In addition, the Customer shall pay the reasonable costs and expenses incurred by MOTIONATICS LTD in providing the Services, where such costs and expenses are set out in the Quotation or are otherwise agreed in writing between the parties.

10.2 MOTIONATICS LTD shall invoice the Customer for provision of the Goods and/or Services at the stages and/or time intervals specified in the Quotation.

10.3 In consideration of the supply of Goods and/or Services by MOTIONATICS LTD, the Customer shall pay any charges of MOTIONATICS LTD within 30 days of the date of an invoice correctly issued by MOTIONATICS LTD, each payment to be made to a bank account nominated in writing by MOTIONATICS LTD.

10.4 The price for the Goods and the charges for the Services exclude amounts in respect of VAT, which the Customer shall additionally be liable to pay to MOTIONATICS LTD at the prevailing rate, subject to the receipt of a valid VAT invoice.

10.5 If the Customer fails to make any payment due to MOTIONATICS LTD under the Agreement by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above the 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 judgment. The Customer shall pay the interest together with the overdue amount. This clause shall not apply to payments that the Customer disputes in good faith.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by MOTIONATICS LTD.

11.2 MOTIONATICS LTD grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence to copy and modify the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables in its business. The Customer shall not sub-license, assign or otherwise transfer the rights granted by this clause 11.2

11.3 The Customer grants MOTIONATICS LTD a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to MOTIONATICS LTD for the term of the Agreement for the purpose of providing the Services to the Customer.

12. CONFIDENTIALITY

12.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.2.

12.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, contractors or subcontracts or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Agreement.

13. DATA PROTECTION

13.1 Both parties will comply with all applicable requirements of the Data Protection Legislation that relate to the Agreement.

14. LIMITATION OF LIABILITY

14.1 The Customer agrees that the express obligations of and warranties given by MOTIONATICS LTD in these Terms are in lieu of and to the exclusion of any other warranty, condition, term, undertaking or representation of any kind, express or implied, statutory or otherwise relating to anything supplied or services provided under or in connection with this Agreement including (without limitation) as to the condition, quality performance, satisfactory quality or fitness for purpose of the Goods, the Services, or any part of them.

14.2 The Customer acknowledges that MOTIONATICS LTD's obligations and liabilities in respect of the Goods and the Services are exhaustively defined in this Agreement.

14.3 Neither party may benefit from the limitations and exclusions set out in this clause 14 in respect of any liability arising from its deliberate default.

14.4 Nothing in this clause 14 shall limit the Customer's payment obligations under the Agreement.

14.5 Nothing in the Agreement limits any liability of either party which cannot legally be limited, including liability for:

(a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation; or

(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

14.6 The Customer is responsible for the consequences of its operation and use of the Goods and any Deliverables and acknowledges that MOTIONATICS LTD will not be liable for any indirect or consequential loss, damage, cost or expense of any kind whatever and however caused, whether arising under contract, tort (including negligence) or otherwise.

14.7 Subject to clauses 14.3 and 14.5, MOTIONATICS LTD's total liability to the Customer (whether in contract, tort, including negligence or otherwise) arising under or in connection with the Agreement shall be limited to £5million.

15. TERMINATION

15.1 Without limiting or affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to MOTIONATICS LTD if the other party:

(a) commits a material breach of any term of the Agreement and (if such a breach is remediable) fails to remedy that breach within 14 days after being notified in writing to do so;

(b) repeatedly breaches any of the terms of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement;

(c) takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound

up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver

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appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or

(d) suspends or ceases, or threatens to suspend, or cease, to carry on all or a substantial part of its business.

15.2 Without limiting or affecting any other right or remedy available to it, MOTIONATICS LTD may suspend the supply of Services or all further deliveries of Goods under the Agreement if the Customer fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment.

15.3 On termination of the Agreement, the Customer shall immediately pay to MOTIONATICS LTD all of MOTIONATICS LTD's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, MOTIONATICS LTD shall submit an invoice, which shall be payable by the Customer immediately on receipt.

15.4 Termination of the Agreement, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

15.5 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect.

16. FORCE MAJEURE

16.1 Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under it if such a delay or failure result from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly.

17. GENERAL

17.1 Assignment and other dealings. Neither party may assign, transfer or deal in any other manner with all or any of its rights or obligations under the Agreement without the prior written consent of the other party.

17.2 Severance. If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement.

17.3 Waiver. A waiver of any right or remedy under the Agreement or law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

17.4 No partnership or agency. Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

17.5 Third parties. A person who is not a party to the Agreement shall not have any rights to enforce its terms.

17.6 Variation. No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17.7 Governing law. The Agreement, 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 the law of England and Wales.

17.8 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).