

Terms & Conditions of Sale

These terms and conditions (the "Agreement") apply to all quotations made by, and all orders accepted by, Deben UK Ltd. ("Supplier") for the sale of products and services ("Products") to Customer ("Customer"). In the event of any conflict between this Agreement and any written agreement executed by duly authorised representatives of Supplier and Customer, the provisions of the written agreement will prevail only where expressly stated.

1. ACCEPTANCE; ORDERS: Any order accepted by Supplier is accepted with the understanding that Customer agrees to the terms and conditions set out herein, regardless of the form or terms of Customer's order. No order will be binding upon Supplier until accepted by Supplier in writing, at which point a contract will come into existence, and Supplier will have no liability to Customer with respect to orders that are not accepted. Customer must acknowledge acceptance of Supplier's quotation in writing, including this Agreement, before the quotations expires and before or at the same time as placing an order. Customer's acceptance of the quotation or placement of an order constitutes Customer's acceptance of this Agreement. These terms and conditions comprise the entire agreement between Supplier and Customer regarding any order Customer places with Supplier. Any additional or contradictory terms set out in any purchase order or other document which Customer presents to Supplier are considered material alterations which have not been approved, and as such will not be binding on Supplier, and are expressly objected and rejected. No amendments to this Agreement may be made unless agreed in writing by both parties. Supplier reserves the right to make changes to the design or specification of any of its standard products at any time, whether before or after Customer has accepted an order, without notice to Customer, provided that such changes do not materially negatively impact the overall performance of the product.

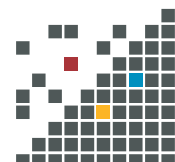
2. PRICES AND PAYMENT: Quoted prices are on the face of Supplier's quotation, which will not constitute an offer, and are exclusive of taxes, duties, tariffs, and levies. All quotations expire thirty (30) days after the date of said quotation, unless otherwise agreed. Unless explicitly stated, the Product prices, specific export packaging, insurance, freight / carriage, and other shipping expenses, which will be paid by the Customer. Supplier will invoice the Customer on the date set out in the quotation, and Customer will pay each invoice within 30 days after receipt of such invoice. All amounts and fees stated or referred to in this Agreement will be payable in the agreed currency as per quotation, are non-cancellable, and non-refundable. If Customer fails to make a payment due to Supplier under this Agreement by the due date then, without limiting Supplier's remedies under this Agreement, the Customer will pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or

after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

3. SHIPMENT: All shipments under this Agreement as per quotation or in the absence of quotation will be FCA – Deben UK in accordance with International Chamber of Commerce (ICC) Incoterms 2020, unless otherwise agreed to by Supplier and expressly specified in the order. Responsibility for all matters relating to shipment including but not limited to export packaging; loading charges; delivery to port / place; export duty, taxes, and customs clearance; origin terminal charges; loading on carriage, carriage charges; insurance; destination terminal charges; import duty, taxes, and customs clearance; delivery to destination; and unloading at destination, will be in accordance with the defined incoterms. Supplier will not insure Products unless expressly requested to do so by Customer. If Supplier is responsible for shipping, then Supplier will ship all Products using Supplier's standard shipping practices. Although Supplier will make reasonable efforts to meet quoted or agreed upon shipment dates, such dates are approximations only and time of delivery is not of the essence. Supplier will notify Customer of any delays in shipment. In the event of a delay due to circumstances beyond the control of Supplier and the Customer, the parties will meet to determine the appropriate action.

4. TAXES; DUTIES: All prices are exclusive of all EU, domestic, federal, state, and local excise, sales, use, and similar taxes and duties. Such taxes and duties will be paid by Customer, or in lieu thereof Customer will provide Supplier with an exemption certificate acceptable to the applicable authorities. When applicable, such taxes and duties will appear as separate additional items on the invoice unless Supplier receives a valid exemption certificate from Customer prior to shipment.

5. OWNERSHIP: Supplier (and its licensors) retains all right, title, and interest in and to all intellectual property rights in and to the Products. The sale of such Products does not convey any licence, expressly or by implication, to manufacture, duplicate or otherwise copy the Products or create



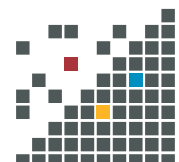
derivative works thereof. All rights not otherwise granted herein are reserved.

6. RETENTION OF TITLE TO PRODUCTS: Title to Products will not pass to the Customer until the earlier of: (i) Supplier receives payment in full (in cleared funds) for the Products, in which case title to these Products will pass at the time of payment; and (b) the Customer resells the Products, in which case title to the Products will pass to the Customer at the time specified in this Clause 6 below. Until title to the Products has passed to the Customer, the Customer will (i) store the Products separately so that they remain readily identifiable as Supplier's property; (ii) maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; (iii) notify Supplier immediately if it becomes subject to any of the events listed in Clause 11(a) – 11(d) (Termination). Subject to this Clause 6, the Customer may resell or use the Products in the ordinary course of its business (but not otherwise) before Supplier receives payment for the Products. However, if the Customer resells the Products before that time, title to the Products will pass from Supplier to Customer immediately before the time at which resale by the Customer occurs. At any time before title to the Products passes to the Customer, Supplier may: (1) by notice in writing, terminate the Customer's right to resell the Products or use them in the ordinary course of its business; and (2) require the Customer to deliver up all Products in its possession that have not been resold, or irrevocably incorporated into another product, and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Products are stored, to recover them.

7. INSPECTION AND WARRANTY: Supplier warrants that: (1) for a period of 12 months from the date of delivery the Products will be in good working order and will operate in all material respects in accordance with the relevant Product specifications; and (2) it will produce the Products in accordance with the requirements set forth by the UK RoHS and RoHS European Directive (EU 2015/863 or later), Restriction of Hazardous Substances) and any other applicable safety standards. If (a) Customer notifies Supplier of the failure of any of the Products to perform in accordance with the applicable specifications during the warranty period within a reasonable time of discovery, and (b) Customer arranges for the delivery of the non-conforming Products to Supplier so that they may be examined and, if necessary, repaired, then Customer's exclusive remedy and Supplier's sole liability under this warranty will be for Supplier to provide during the warranty period, at no additional charge to Customer, the parts and labour necessary to restore the Products to good working order. In the case of a defect apparent on a reasonable inspection, Customer must notify

Supplier within five (5) business days of delivery of the Products. In the case of a defect not apparent on reasonable inspection, Customer must notify Supplier within a reasonable time of the defect becoming apparent, and in any event no later than twelve (12) months after delivery. Supplier disclaims all warranty liability under this section to the extent that a defect or failure is caused by or arises out of: (i) the specific designs for the Product as specified by the Customer; (ii) defects in material or workmanship of components or raw materials provided by third party suppliers that Customer requires Supplier to use in the manufacture of the Product (but not including defects that reasonably should have been identified by Supplier in any testing or inspection procedures agreed to in writing by the parties); (iii) misuse or improper use, abuse, or unauthorised repair or alteration of the Product; or (iv) the Customer's failure to follow Supplier's oral or written instructions as to the storage, use, and maintenance of the Products. Except as provided in the limited warranty above, the Products are provided "as is" and without warranty, and Supplier expressly disclaims all other warranties, representations and guarantees, whether express, implied, or statutory, including without limitation any implied warranties of fitness for a particular purpose, noninfringement, and satisfactory quality.

8. COMPLIANCE WITH LAWS; EXPORT CONTROL; SANCTIONS: Both parties represent and warrant that they comply and will continue to comply with all applicable export control laws and regulations, including but not limited to EAR (Export Administration Regulations) and ITAR (International Traffic in Arms Regulations), and that neither party will export products or components in breach of applicable laws or regulations on export control to a person or country for which an export licence is required without first obtaining the relevant licence and approvals. Customer confirms it will not transfer to Supplier any information, including but not limited to software, technical data, designs, source codes, and technology, in breach of such controls. Supplier will not accept any responsibility or liability for any unauthorised or illegal transmission of such information to it by Customer. Furthermore, each party will, and will procure that all persons associated with it or other persons who are performing services of any nature in connection with this agreement or any applicable purchase order and/or individual contract will, comply with all applicable laws, regulations, and orders. The Customer warrants that at the date of this Agreement, and for the duration of the Agreement, it is not: (a) on a sanctions list, owned or controlled by anyone listed on a sanctions list, or is not located in or incorporated under the laws of a country or territory that is subject to any sanctions; and (b) will not contravene any laws or regulations relating to economic or financial, trade, immigration, aircraft, shipping, or other sanctions, export controls, trade embargoes, or restrictive measures



from time to time imposed, administered, or enforced by a sanctions authority.

9. LIMITATION OF LIABILITY: In no event will Supplier be liable to Customer or any third party for (1) any special, indirect, punitive, reliance, incidental, or consequential damages; or (2) any interruption of business; or (3) loss of use, profits, sales, business, agreements or contracts, anticipated savings, or goodwill; or (4) cost of substitute goods or services, in each case however caused and under any theory of liability (including in contract, negligence, breach of statutory duty, or otherwise) even if Customer has advised Supplier of the possibility of the same. Subject to any liability for death or personal injury caused by the Supplier's negligence, or any other liability which cannot be limited in law, and notwithstanding any other provisions in this Agreement, the total liability of Supplier however arising (whether in contract, tort, or any statutory obligation) will be capped at the value of each order, and will in no event exceed 50% of the value of all orders in a 12 month period immediately preceding the act or omission that gives rise to the liability (or if a series of acts or omissions give rise to such liability, the first of such acts or omissions). The foregoing limitations will apply regardless of whether Supplier has been advised of the possibility of such damages and notwithstanding the failure of essential purpose of any limited remedy.

10. CONFIDENTIALITY: All confidential information concerning the Products, business, assets, affairs, customers, clients, or suppliers of Supplier supplied (in whatsoever form) by Supplier to Customer, the extent of the parties' negotiations (if any), the terms of this Agreement, and the contents of all discussions between the parties will be held in confidence. Unless Supplier agrees in writing, Customer will neither use such information for purposes other than carrying out the purchase of the Products from Supplier, nor disclose such information to any third parties (other than senior employees, directors, or advisers of Customer who need to know that information for the purposes of carrying out the purchase of the Products).

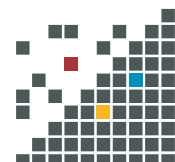
11. TERMINATION: Without limiting its other rights or remedies, Supplier may terminate the contract between Supplier and Customer governed by this Agreement with immediate effect and without liability by giving written notice to Customer if: (a) Customer commits a material breach of any term of the contract and (if such a breach is remediable) fails to remedy that breach within 10 days of being notified in writing to do so; (b) Customer breaches clause 8 (Compliance with Laws; Export Control; Sanctions); (c) Customer 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 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; (c) Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or (d) Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the contract is in jeopardy. Without limiting its other rights or remedies: (i) Supplier may suspend provision of the Products under any contract between Customer and Supplier if Customer becomes subject to any of the events listed in Clause 11(b) to Clause 11(d), or Supplier reasonably believes that Customer is about to become subject to any of them, or if Customer fails to pay any amount due under any contract between Customer and Supplier on the due date for payment; and/or (ii) Supplier may refuse to continue provision of Products under any contract between Customer and Supplier if Customer breaches clause 8.

11. FORCE MAJEURE: Supplier will not be responsible for any delay in performance or failure to perform under any order accepted by Supplier when such delay or failure is due to causes beyond Supplier's reasonable control, including without limitation, whether caused directly or indirectly, by fire, storm, flood, earthquake, explosion, accident, acts of God, war, rebellion, insurrection, riot, civil disturbance, sabotage, epidemic, quarantine restrictions, government-imposed shutdowns, labour disputes, labour shortages, transportation embargoes, failures or delays by suppliers, inability to secure raw materials or to secure raw materials at a commercially reasonable price, local Government or agency thereof, and judicial action. In the event of production difficulties, Supplier may reallocate production in its reasonable discretion.

12. GENERAL TERMS: (1) **Assignment:** Supplier may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the contract between Supplier and Customer. (2) **Notice:** Any notice required or permitted to be given in writing will be prepaid, and may be personally served, sent by courier, or by first-class post. Any such notice will be deemed to have been given: (i) if personally given, or sent by courier, when delivered, or (ii) if mailed by first-class post, three business days after the notice was sent. Supplier's address for delivery of notices is :

Brickfields Business Park, Old Stowmarket Road, Woolpit, Bury St Edmunds, Suffolk, IP30 9QS, UK





(3) **Entire Agreement:** Other than as specified herein, this Agreement constitutes the entire agreement between Supplier and Customer with respect to the subject matter and expressly supersedes all communications, whether written or oral, and no representations or statements of any kind made by any representative of Supplier that are not stated herein will be binding on Supplier or have been relied on by Customer in entering into this Agreement or placing any order under them. No failure or delay on the part of either party in the exercise of any power, right or privilege hereunder will operate as a waiver, nor will any single or partial exercise of any power, right or privilege preclude any other or further exercise thereof, or any other right, power, or privilege. (4) **Third Party Rights:** This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term. (5) **Waiver:** A waiver of any right or remedy is only effective if given in writing. A delay or failure to exercise, or the single or partial exercise of, any right or remedy will not waive that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy.

13. **GOVERNING LAW; VENUE:** This Agreement will be governed by and construed in accordance with the laws of England and Wales, excluding its conflicts of laws principles. The parties consent to the exclusive jurisdiction of the courts of England and Wales and will submit any and all disputes arising hereunder to the courts located in London, England.

