

Terms and Conditions of Sale

1 Scope and Application

- 1.1 These Conditions govern the contractual relationship between the Supplier and the Customer. Unless otherwise agreed in writing, they apply to the sale of any products or services by the Supplier to the Customer.
- 1.2 These Conditions apply to the exclusion of any other terms and conditions that the Customer seeks to impose or incorporate, including any referred to in the Customer's purchase order, or those implied by law, trade custom, practice or course of dealing, and even if Supplier has delivered or performed without reservations. Such Customer's terms and conditions cannot change or cancel any of the Conditions. The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions. Supplier's failure to object to any terms and conditions provided by the Customer shall not be deemed acceptance of such terms and conditions. Any terms proposed by the Customer are expressly rejected and shall not form part of the Agreement.
- 1.3 Any order or authorisation by the Customer, whether written or oral, to purchase products or services shall constitute acceptance of these Conditions. Any performance by the Supplier shall not be deemed acceptance of any terms of the Customer.
- 1.4 Individually negotiated terms shall prevail over these Conditions only if mutually agreed in writing by the Supplier and the Customer.

2 Definitions

Conditions: the terms and conditions set out in this Terms and Conditions of Sale document, as may be updated from time to time, including Supplier's Quote which together may be referred to as the "Agreement".

Customer: the person or firm who purchases the Products or Services set out in the Quote

Products: the goods (or any part thereof) as set out in the Quote

Services: the services (or any part thereof) as set out in the Quote

Quote: the quote by the Supplier containing further information in relation to the Agreement

Supplier: the relevant Ovarro entity supplying the Products and Services as defined within the Quote

Supplier's Platform: cloud, web or on-premise platform(s)

Supplier Software License Agreement: the terms and conditions set out in the Supplier License Agreement applicable to all Ovarro proprietary software products

Supplier Products: Products branded as that of the Supplier or its affiliated or subsidiary companies

Third-Party Software: shall mean any third-party software required to be used by the Customer to receive the full benefit of the Products and Services set out in the Quote.

3 Warranty

- 3.1 Warranty Period: unless explicitly stated otherwise in the Quote or hereinbelow, the period of three (3) years from the date of shipment for RTUs (excluding the Datawatt products, where the warranty period is one (1) year from the date of shipment), one (1) year from the date of shipment for leak detection products and ninety (90) days from completion for repairs in accordance with this section 3. For replacement products, the applicable warranty period shall be the longer of: (i) the remaining warranty period of the original product being replaced, or (ii) ninety (90) days from the date of shipment of the replacement product.

The Warranty Period for out of warranty repairs undertaken as part of Supplier Services shall be ninety (90) days from the completion of the repairs (for the avoidance of doubt, the warranty only applies to the repaired component).

For any configuration services provided by Ovarro the warranty period shall be twelve (12) months from completion but for all other software services provided by Ovarro, the warranty shall be ninety (90) days from completion.

3.2 Products

- 3.2.1 The Products manufactured by Supplier are warranted against faulty workmanship and parts (other than consumables, for example batteries and the like) for the Warranty Period. The warranty does not cover any modifications to software. Consumables (such as batteries and the like), and failures due to consumables are excluded from all warranties.

- 3.2.2 Supplier warrants to the Customer that, for the duration of the Warranty Period, Supplier Products shall:

- a. Be free from material defects in design, materials, workmanship and title; and
- b. Conform in all material respects with any mutually agreed specifications or the specifications provided by Supplier.

- 3.2.3 If Supplier Products do not meet the foregoing warranties and Customer promptly notifies Supplier within the applicable Warranty Period (other than for warranty of title) and returns such product to Supplier, Supplier will correct any such failure by, at its option:

- a. repairing any defective or damaged part or parts of the products; or
- b. making available, FCA Supplier's facility or other point of shipment (Incoterms 2020) any necessary repaired or replacement parts.

- 3.2.4 Inbound shipping charges to Supplier (including associated taxes, duties, tariffs, etc.), shall be paid by the Customer. Return

(outbound) warranty repair shipping charges shall be paid by Supplier to the destination specified in the Customer's purchase order. If in Supplier's reasonable judgment such repair or replacing of products is not practicable, Supplier shall refund or credit monies paid by the Customer for such products. Subject to section 8 below, under no circumstances shall Supplier's liability extend beyond the above nor shall Supplier, its principals, servants or agents be liable for the consequential damages caused by the failure or malfunction of any equipment.

- 3.2.5 Supplier reserves the right to change the Products at any time, including Products' specifications and any other information communicated to Customer.

Any repair services shall be subject to Terms and Conditions of Repairs – available upon request.

3.3 Third Party Warranties

- 3.3.1 Supplier warrants non-Supplier Products only to the extent that the manufacturer's warranty allows Supplier to transfer such manufacturer's warranty to Customer. Supplier will pass through to Customer any such warranties which for the avoidance of doubt shall be limited to the duration specified by the corresponding manufacturer. Customer's sole remedy for breach of such warranty shall be the remedy offered by and available from the manufacturer, if any. Supplier shall have no liability, whether in contract, tort, negligence, or otherwise, to Customer with respect to non-Supplier Products.
- 3.3.2 Supplier has no obligation for making warranty claims or requests to the manufacturer on behalf of the Customer. All such actions are sole responsibility of the Customer and Customer shall contact the manufacturer or its reseller directly for resolving any such claims/requests.

3.4 Services

- 3.4.1 Supplier warrants to the Customer that Services provided by Supplier shall:
- Materially conform to any mutually agreed upon specifications or the specifications provided by Supplier; and
 - Shall be provided using reasonable skill and care
- 3.4.2 Supplier shall use all reasonable endeavours to meet the Service requirements or specifications in the performance of the Services and time shall not be of the essence for the performance of such Services.
- 3.4.3 If Services hereunder are to be provided at Customer's site or a third-party site designated by the Customer, Customer shall on an ongoing basis provide Supplier access to:
- Such site in a clean, lighted, safe, and level condition;
 - Adequate power sources, networks, telephone and data lines, and other utilities; and
 - Personnel, information and documentation as reasonably required by Supplier.
- 3.4.4 Customer shall be responsible for obtaining any required permits, approvals, authorisations or the like applicable to activity hereunder at such site.

3.5 General

- 3.5.1 The warranties and remedies set forth herein are conditional upon:
- Proper storage, installation, use and maintenance, and conformance with any applicable recommendations of Supplier;
 - The absence of repairs, modifications or alterations not authorised by Supplier; and
 - Customer promptly notifying Supplier of any defects and (if required), promptly making the product available for correction, and Supplier's ability to reproduce and observe the claimed defect or non-conformity.
- 3.5.2 Except as set forth in section 4 below and in any event subject to section 8 below, the preceding paragraphs set forth the exclusive remedy for all claims based on failure of, or defect in, Supplier Products or Services sold hereunder, whether the failure or defect arises before or during the Warranty Period, and whether a claim, however instituted, is based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise. Upon the expiration of the Warranty Period, all such liability shall terminate. The foregoing warranties are exclusive and in lieu of all other warranties, whether written, oral, implied or statutory*. No implied warranty of merchantability or fitness for particular purpose shall apply*. In the event that Supplier is unable to repair or replace the product or service in a timely fashion, or any warranty provided herein otherwise fails of its essential purpose, customer's recovery of any damage or loss shall be limited to the price paid for the product or service.

(*Unless, and to the extent that any law to the contrary applies which prevents the exclusion of any statutory warranties).

4 Intellectual Property

Supplier shall retain exclusive rights to its products, intellectual property rights (including copyrights, trademarks, patents and trade secrets), schematics, logic diagrams, and manufacturing processes, and to all modifications thereto funded by Customer's purchase order. Supplier shall retain ownership and does not convey, nor does Customer or Customer's final customer obtain any right, title, or interest in, software or firmware, specifications or data furnished or developed by Supplier either prior to or in the performance of Customer's order. No schematics or source code shall be furnished, unless pursuant to a separate license as agreed by a duly authorised representative of the Supplier. The Customer shall use the Products, Services and any associated software, documentation and materials solely for its internal business purposes and in accordance with the Agreement, and shall not use them for the benefit of any third party or for any purpose not expressly permitted. The Customer shall not, and shall not permit any third party to, copy, modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to derive the source code, underlying structure or algorithms of any software or Products supplied by Supplier, except to the extent expressly permitted by applicable law. All drawings, specifications, technical information and other materials supplied by Supplier shall be treated as confidential and shall not be disclosed to any third party without Supplier's prior written consent. Supplier shall have no liability for any infringement claim arising from (i) compliance with Customer specifications, (ii) modification of the Products or Services not authorised by Supplier, or (iii) use of the Products or

Services in combination with items not supplied or approved by Supplier.

5 Shipping, Delivery and Title

- 5.1 Delivery of products from Supplier, other than to customers in the United Kingdom, will be made FCA Supplier's facility (Incoterms 2020) unless otherwise specified in the Quote or a separate agreement. Title to products shipped by Ovarro shall pass when the product is made available for shipment at the point of shipment. Title to Services shall pass pro rata as the Services are performed.
- 5.2 Delivery of products from Supplier to customers in the United Kingdom, will be made DAP (Incoterms 2020) unless otherwise specified in the Quote or a separate agreement. Title to products shipped by Ovarro shall pass when the product is made available for unloading at the address specified for delivery. Title to Services shall pass pro rata as the Services are performed.
- 5.3 Unless otherwise agreed by the parties in writing:
 - 5.3.1 The price of the Products is exclusive of shipping costs which will be invoiced to the Customer in addition to the price of the Products.
 - 5.3.2 Supplier shall determine the method and routing of all deliveries;
 - 5.3.3 Time of delivery is not of the essence and delivery dates and times are approximate and based on:
 - a. Prompt receipt by Supplier of all information necessary to permit Supplier to proceed with work immediately and without interruption,
 - b. Customer's compliance with the payment terms, and
 - c. Prompt receipt by Supplier of all evidence Supplier may request to evidence that any required export or import license, as applicable, is in effect in all relevant jurisdictions of export, transit and import, and remains valid for the duration of performance, and Supplier shall not be liable for any delay arising from any failure or delay in obtaining or maintaining the same by the Customer or any third party;
 - 5.3.4 The prices for the products only include Supplier's standard quality processes, systems, and tests; and
 - 5.3.5 Partial deliveries shall be permitted.
- 5.4 Products shall be prepared, packed and made ready for shipment in accordance with good commercial practices. Customer agrees to reimburse Supplier for any costs for any non-standard packing, marking, documentation, delivery of documentation or shipping directions contained in the purchase order. The Customer shall ensure that any Products returned to Supplier are adequately packaged and Supplier shall have no liability for damage resulting from inadequate packaging.
- 5.5 Any shortages or damage noted on received shipments, shall be notified to Supplier, in writing, within fourteen (14) days of receipt of shipment.
- 5.6 For shipping of Products to and from the Supplier in connection with out of warranty repairs, risk of damage to or loss of the Products shall remain with Customer at all times, including during transit to and from the Supplier and while Products are on Supplier's premises, except to the extent that such loss or damage is caused

by the Supplier's negligence or wilful misconduct. The Customer shall be responsible for arranging and maintaining adequate insurance cover with a reputable insurer in respect of such risks, including transit and whilst the Products are in the custody, care or control of the Supplier, and shall provide evidence of such insurance upon reasonable request. Supplier shall have no liability for any loss of or damage to the Products arising from the acts or omissions of third-party carriers, inadequate packaging, inherent defects in the Products, or events beyond Supplier's reasonable control.

- 5.7 Inbound shipping charges to Supplier, including associated taxes, duties, tariffs, etc., as well as return (outbound) out of warranty repair shipping charges shall be paid by the Customer.
- 5.8 Supplier shall not be liable for any delay or failure in delivery or performance to the extent caused by any act or omission of the Customer, including failure to provide information, access, approvals or instructions.

6 Payments and Financial Condition

- 6.1 Unless otherwise agreed by the parties in writing, the following payment terms shall apply:
 - a. Payments shall be in the currency as set forth in the Quote, without setoff, net thirty (30) days from the date of shipment;
 - b. Payment for international transactions outside the US, EU, and Canada will be per documentary Letter of Credit, cash on delivery or other payment arrangement agreed to in writing between the Customer and Supplier; and
 - c. Payment for Products shall become due pro rata as shipments are made and payment for Services shall be due as Services are performed.

Supplier reserves the right to adjust the price of the Products or Services, upon written notice to the Customer, where such adjustment is required due to (i) increases in costs imposed on Supplier by third-party manufacturers or suppliers, or (ii) any manifest error in pricing. Payment shall be made to Supplier's address as shown on Customer's invoice.
- 6.2 Unless otherwise stated in the Quote, Customer shall pay a monthly late payment charge computed at the rate of 1.5%, or the maximum interest rate permitted by law, whichever is less, on any past due amount for each calendar month (or fraction thereof) that the payment is overdue, and Customer shall pay, indemnify and save Supplier harmless from any and all costs and expenses of Supplier's collections efforts including reasonable legal fees, and costs associated with compromises and judgments arising therefore. Supplier retains a security interest and right of possession in the articles until Customer makes full payment, and Customer agrees to sign documentation at Supplier's request as reasonably necessary to perfect such interest.
- 6.3 Unless explicitly agreed otherwise in writing, all transactions made by credit card, where applicable, are subject to a 3% fee.
- 6.4 It is the responsibility of the Customer to include the fee in addition to the amount of the invoice when payment is made.
- 6.5 A minimum order value of 150 GBP applies, which will be converted to the relevant currency where applicable. Ovarro reserves the right to automatically apply this minimum value, ex sales or value added

tax where applicable, for any order received below the minimum order value.

- 6.6 Without prejudice to clause 6.1. (d), any requests for changes shall apply only if Supplier and the Customer agree in writing on the specifications of the change and the corresponding changes to pricing and/or schedule.
- 6.7 If at any time Supplier determines that Customer's financial condition does not justify continued performance on the terms of payment previously agreed upon, Supplier may require full or partial payment in advance or shall be entitled to suspend work or terminate the Agreement without liability, therefore. In the event of the insolvency of the Customer or in the event any proceeding is brought by or against the Customer, voluntarily or involuntarily, under the bankruptcy or insolvency laws of the country of incorporation of the Customer or the Supplier company, Supplier shall be entitled to suspend work or terminate the Agreement without liability, therefore.
- 6.8 Without prejudice to any other rights or remedies, Supplier may suspend delivery of Products and/or performance of Services if any payment due from the Customer is overdue until such time as payment is made in full.

7 Taxes and Duties

- 7.1 Customer shall pay, or reimburse Supplier for, the gross amount of any present or future sales, use, excise, income, value added tax (VAT), Goods and Services Tax (GST) or other similar tax applicable to the price, sale or furnishing of any services or products hereunder, or to their use by Supplier or the Customer, or the Customer shall provide Supplier with evidence of exemption acceptable to the taxing authorities.
- 7.2 Unless otherwise indicated on Supplier's Quote, prices quoted do not include any value-added tax (VAT), Goods and Services Tax (GST), export/import duties, customs fees or brokerage fees, all of which shall be the sole responsibility of the Customer.

8 Limitations of Liability

- 8.1 Subject to section 8.2 and 8.3, Supplier's liability for all claims of any kind, whether based on contract, under any indemnity, warranty, tort (including negligence), claim of any third party for infringement of any third party intellectual property rights, strict liability, failure of a remedy to accomplish its essential purpose, or otherwise, for all losses or damages arising out of, connected with, or resulting from these Conditions, or from the performance or breach thereof, or from any Products or Services covered by or furnished under any agreement between the Supplier and the Customer, or any extension or expansion thereof (including remedial warranty efforts), shall, in the aggregate, in no case exceed the contract price of the Product or Service giving rise to the claim. Except as to title to any products furnished, all such liability shall terminate upon the expiration of the applicable Warranty Period.
- 8.2 Nothing in these Conditions (including but not limited to Section 8.1 and Section 8.3) shall limit or exclude either party's liability for:
- death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - fraud or fraudulent misrepresentation; or

- any matter in respect of which it would be unlawful to exclude or restrict liability.

- 8.3 Subject to section 8.2, in no event, whether based on contract, indemnity, warranty, tort (including negligence), strict liability, failure of a remedy to accomplish its essential purpose, or otherwise, shall Supplier, its employees or suppliers be liable for indirect, special, incidental, consequential, punitive or exemplary damages, or for any loss of profits or revenue, loss of use of any property, loss of data, loss of use of data, cybersecurity incidents, or loss arising from unauthorised access to systems, cost of capital, cost of purchased power, cost of substitute equipment, facilities or services, downtime costs, or claims of customers of the Customer for such damages, even if Supplier has been advised of the possibility of such damages, and the Customer will indemnify Supplier, its employees and suppliers against any such claims from the Customer's customers. If the Products or Services being provided by Supplier will be furnished by the Customer to a third party by contract or relate to a contract between the Customer and a third party, the Customer shall obtain from such third party a provision affording Supplier and its suppliers the protection of this subsection and the preceding subsections.

- 8.4 The products licensed or sold hereunder are not intended for use in any nuclear facility or application or other facility or application where failure of the products could lead directly to death, personal injury or severe physical or environmental damage. If so used, Supplier disclaims all liability for any damages arising as a result of the hazardous nature of the application in question, including but not limited to nuclear or environmental damage, injury or contamination. The Customer shall indemnify, hold harmless and defend Supplier, its officers, directors, employees, and agents against all such liability, whether based on contract, warranty, tort (including negligence), strict liability, or any other legal theory, regardless of whether Supplier had knowledge of the possibility of such damages.

- 8.5 If Supplier provides the Customer with advice or assistance concerning any products or systems which is not required pursuant to the Agreement, whether paid for or not, the provision of such advice or assistance will not subject Supplier to and liability, whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise and the Customer hereby releases Supplier from any actions, claims suits or proceedings relating to matters covered by this sub-section. The Customer shall continue to be liable to pay all charges which Supplier may invoice in respect of the advice or assistance provided.

- 8.6 By placing any order or granting authorisation to purchase Products or Services, whether written or oral, the Customer, confirms it understands and accepts that the remedies available under these Conditions are the only remedies available to the Customer against the Supplier.

9 Force Majeure

- 9.1 Supplier shall not be liable for any breach of its obligations hereunder resulting from any cause beyond its reasonable control including but not limited to (a) acts of God, flood, drought, fire, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, hostilities, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d)

nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; (f) collapse of buildings, explosion or accident; (g) any labour or trade dispute, strikes, industrial action or lockouts; (h) inability to obtain or delay in obtaining, due to causes beyond its reasonable control, suitable labour, materials, or facilities, including any vendor's alleged infringement of third party intellectual property rights (i) non-performance by suppliers or subcontractors, inability to obtain supplies; (j) acts (or omissions) of the Customer or its suppliers or representatives (k) prerequisite work by other; and (l) interruption or failure of utility service, delays in transportation. Where such event continues for a continuous period of three months Supplier may terminate the Agreement forthwith upon notice in writing to the Customer. For the avoidance of doubt, any delay, restriction, prohibition or other action arising from export control laws, trade sanctions, customs controls, licensing requirements, or actions by any governmental or regulatory authority in any applicable jurisdiction, shall constitute an event beyond Supplier's reasonable control for the purposes of this clause, provided that such event is not caused by Supplier's breach. Supplier may suspend performance without liability for the duration of such event.

- 9.2 In the event Supplier is delayed by acts of the Customer or by prerequisite work by other contractors or suppliers of the Customer, Supplier shall be entitled to an equitable price adjustment in addition to an extension of the time for performance.

10 Sanctions and Export Controls

- 10.1 The Customer shall not export, re-export, transfer or otherwise make available any Products, Services, software or technical data in breach of applicable export control laws or Sanctions or to any Sanctions Target. The Customer shall ensure that the Products, Services, software and technical data are not used for any purpose prohibited by applicable export control laws or Sanctions. The Customer warrants that at the date of the Agreement it is not owned or controlled by a Sanctions Target, is not in breach of any applicable Sanctions, and is not the subject of any sanctions-related investigation, inquiry or enforcement proceedings, save where disclosed in writing to and accepted by Supplier, and shall promptly notify Supplier if any of the foregoing ceases to be true during the term of the Agreement. For the purpose of this clause; "**Sanctions Target**" shall mean a person that is: (i) listed on a Sanctions List; (ii) owned or controlled (directly or indirectly) by one or more listed persons; (iii) located in a country, territory or region subject to comprehensive Sanctions, or (iv) otherwise identified by a Sanctions Authority as being subject to Sanctions; "**Sanctions**" shall mean any economic, financial or trade sanctions, export controls, embargoes or other restrictive measures imposed by any Sanctions Authority and applicable to the Supplier, the Products, Services or the performance of the Agreement; "**Sanctions Authority**" shall mean the United Kingdom (including OFSI, DBT and HMRC), the European Union and its Member States, the United Nations Security Council, the United States government (including OFAC and BIS) and any other governmental or supranational authority whose Sanctions are applicable to the Products, Services or the performance of the Agreement; "**Sanctions List**" shall mean any list issued, maintained or published by a Sanctions Authority identifying, designating or otherwise listing persons or entities

subject to Sanctions.

- 10.2 If the Customer exports, re-exports, transfers or otherwise makes available, directly or indirectly, any Products, Services, software or technical data supplied hereunder or any portion thereof, it is the Customer's responsibility to ensure compliance with all applicable export control laws and Sanctions laws and regulations, and to obtain any required licenses, permits or approvals in its own name. The Customer is also responsible for the accuracy and completeness of any information, documentation, or certification provided by Customer for purposes of export control or Sanctions compliance. The Customer shall promptly provide such end-use, end-user, destination, classification, licensing and other compliance information and supporting documentation as Supplier may reasonably request. Supplier may suspend any shipment, delivery, access to software, Services, support or other performance until it has received and is satisfied with such information and documentation. Supplier shall have no obligation to apply for, obtain or maintain any export, re-export, transfer, import or sanctions-related licence, permit or approval unless expressly agreed by Supplier in writing.
- 10.3 It is the duty of the Customer to ensure that Products, Services, software or technical data sold or supplied to it by Supplier are not resold, exported, re-exported, transferred or otherwise made available, whether directly or indirectly, to a country, territory, person, organisation, or entity where to do so would be in breach of any applicable export control laws Sanctions laws or regulations. The Customer shall, upon reasonable request, provide information and documentation demonstrating compliance with this clause, including end-use, end-user, destination, classification, licensing or other compliance information as Supplier may reasonably require. The Customer shall keep complete and accurate records relating to its compliance with this clause and shall retain such records for a reasonable period following the relevant transaction. In the event of any breach by the Customer of this clause, the Customer shall indemnify, defend, and hold harmless Supplier, its affiliates, officers, employees, and agents from and against any and all liabilities, penalties, fines, claims, losses, costs, expenses (including legal fees), actions, proceedings and judgments, arising directly or indirectly from such breach. It is the duty of the Customer to ensure that it is fully aware of any Sanctions.
- 10.4 If at any time during the term of the Agreement the Customer becomes a Sanctions Target, is involved in Sanctions-related proceedings, contravenes applicable Sanctions or export control laws, breaches this clause or Supplier reasonably considers that performance may result in a breach of applicable export control laws or Sanctions, the Supplier may, in its sole discretion and without affecting any other right or remedy available to it, suspend performance, refuse delivery, withhold or disable access to any software or Services, refuse to issue or continue any licence or authorisation, and/or terminate the Agreement with immediate effect by written notice to the Customer, without liability to the Customer to the extent permitted by applicable law. Supplier shall have no liability for any delay, non-delivery or non-performance caused by its compliance with applicable export control laws or Sanctions or by its reasonable requests for information or documentation under this clause. Any such suspension or termination shall be without prejudice to Supplier's right to recover all amounts due for Products delivered, Services performed, and costs or commitments reasonably incurred prior to such suspension

or termination.

11 U.S. Government Contracting (where applicable)

In the event that the Customer elects to sell any products or services provided hereunder to the U.S. Government or to a contractor selling to the U.S. Government, Customer does so entirely at its own option and risk and shall not create or imply any subcontracting relationship or otherwise impose any U.S. public procurement, regulatory, or compliance obligations on the Supplier, including any flow-down clauses, audit rights, record retention obligations, pricing disclosure obligations, cybersecurity obligations, domestic preference obligations or socioeconomic contracting requirements, except to the extent such obligations apply mandatorily to commercial products or services by operation of law and are expressly accepted by the Supplier in writing.. Customer shall remain solely and exclusively responsible for compliance with all applicable U.S. laws and procurement requirements, including determining whether the Products or Services are suitable for any such sale and for satisfying any requirements applicable to Customer's sale or offer, and Supplier gives no representations, certifications, warranties, or assurance that the Products or Services (or any related supply chain, systems, data, personnel, or pricing) comply with, or are eligible for, sale under any U.S. Government contracting or purchasing regime, other than as expressly set out in these Conditions or expressly agreed by Supplier in writing.

12 Cancellation and Rescheduling

- 12.1 **Cancellation-Standard Products.** Customer may cancel its order for a standard product only if, prior to the shipment date requested in its purchase order, Customer:
- a. Provides Supplier with not less than thirty (30) days written notice of the order cancellation; and
 - b. Agrees to pay Supplier the cancellation fee for each cancelled product.
- 12.2 Unless the parties agree otherwise, the cancellation fee shall be assessed at 15% of item value.
- 12.3 **Rescheduling-Standard Products.** Customer may delay the shipment of a standard ordered product only if, prior to the shipment date requested in its purchase order, Customer:
- a. Provides Supplier with written notice of the reason for delay;
 - b. Has not previously delayed shipment of such products; and
 - c. If the notice of the delay is less than ninety (90) days prior to the shipment date requested in Customer's purchase order and/or if the duration of the delay is to exceed one hundred eighty (180) days, customer agrees to pay Supplier for inventory and material handling and storage charges equal to two percent (2%) of the total price of the affected products for each month of such delay. However, in no event may the shipment be delayed for longer than twelve (12) months.
- 12.4 **Custom products or Last-Time Buys for End of Life (EOL) Products.** Notwithstanding the foregoing, orders for custom products or for last-time buys for end of life (EOL) products may not be cancelled, rescheduled, or returned. A "custom product" is any non-standard product developed by Supplier under a special agreement with the

Customer or any product not appearing in Supplier's standard product catalogue.

13 Termination of Services

- 13.1 Either Customer or Supplier may terminate an agreement for Services hereunder for cause if the other of them:
- a. Becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed, or is the subject of a proceeding under bankruptcy or insolvency law;
 - b. Fails to make payment hereunder when due which failure continues for fifteen (15) days after written notice thereof; or
 - c. Breaches the agreement for Services in any other material respect (for which breach this agreement does not provide exclusive remedies other than termination) and such breach is not cured within sixty (60) days after written notice thereof is given by the non-breaching party (plus reasonable additional time if such breach cannot reasonably be cured within such period and a cure is promptly commenced and diligently pursued).
- 13.2 Supplier may suspend its performance of Services hereunder if it has the right to terminate for cause as set forth in Section 13.1 above (without waiving its right to terminate for cause).
- 13.3 In the event of termination by Supplier for cause, or suspension, of Services as set forth above, Supplier shall be entitled to an equitable price adjustment to reflect its actual costs incurred in fulfilling and terminating or suspending the agreement, plus a reasonable level of profit (not exceeding 30%).
- 13.4 The provisions of the agreement for Services which by their nature extend beyond the period hereof for the performance of Services, including without limitation those concerning warranty, intellectual property, limitations of liability, excusable delays, payment obligations, and confidentiality, shall survive termination or expiration.

14 Additional Terms

Software Licenses

- 14.1 Unless specifically detailed in these Conditions, or further advised by the Supplier, Supplier branded software, shall be governed by the Supplier Software License Agreement and/or such other terms as are provided by the Supplier prior to or upon installation or first use of each software product (the "Software Terms"). To the extent of any conflict, the Software Terms shall prevail over these Conditions in respect of such software.
- 14.2 The Supplier may provide to the Customer separate or additional terms and conditions in relation to any Products or Services (including software and related services). Where such terms are provided, they shall apply and govern the provision of such software Products and Services as specified and, to the extent of any conflict, shall prevail over these Conditions solely in respect of the relevant Products or Services.
- 14.3 In relation to any Third-Party Software, the Supplier shall use reasonable endeavours to procure, or arrange for the procurement of, any necessary licences for the Customer to lawfully use such Third Party Software, but only to the extent that the relevant third-party licensor permits such procurement through the Supplier and

subject always to availability, applicable law and the relevant licensor's terms. Where the relevant third-party licensor requires the Customer to contract directly, accept end-user terms directly, or where Supplier is otherwise unable or not permitted to procure such licences, the Customer shall be responsible for obtaining such licences directly from the relevant licensor. If the Supplier provides separate or additional terms relating to the procurement or use of Third Party Software, those terms shall apply as specified by the Supplier.

- 14.4 Notwithstanding clause 14.3 above, the Customer may choose to obtain licenses for Third-Party Software directly from the relevant licensor. In such cases, the Customer shall notify the Supplier. The Supplier shall not be responsible for any incompatibility, limitation, availability issues, licensing shortfalls or impact on the Supplier's Products or Services arising from Third-Party Software licensed directly by the Customer or from any act or omission of the relevant licensor.

Supplier's Platform Subscription Services

- 14.5 Unless specifically detailed in these Conditions, or further advised by the Supplier, when the sale of Products is accompanied with a subscription for any software product available via Supplier's Platform, this shall be governed by the terms and conditions advised by Supplier prior to or upon the sale and or first use of such Products (the "Subscription Terms"). To the extent of any conflict, the Subscription Terms shall prevail over these Conditions in respect of such software.
- 14.6 Notwithstanding the foregoing, the following provisions shall apply to every case:
- 14.7 SIM card data subscriptions are charged separately from any subscriptions for software products available via Supplier's Platform. SIM card data subscriptions will continue for a minimum term of twelve (12) months (the "Initial Term") and shall automatically extend for a period of twelve (12) months (the "Extended Term") at the end of the Initial Term and at the end of each Extended Term. Supplier reserves the right to apply the standard list price of the SIM card data subscription to any Extended Term as in effect at the commencement of the relevant Extended Term. The SIM card data subscriptions may be subject to price uplifts every twelve (12) months, unless Customer pays in advance.
- 14.8 Failure to pay for SIM card data subscription or for any extended or renewal period will result in the SIM card being disconnected which would make the device inoperable.
- 14.9 Where the Customer elects to use its own SIM cards and mobile connectivity for the Products, the Customer shall be solely responsible for such SIM cards and connectivity. The Supplier shall have no responsibility or liability for device performance, data availability, latency, power consumption, and reliability to the extent affected by factors outside the Supplier's control, including but not limited to mobile network coverage, operator policies, roaming restrictions, SIM configuration, and local regulatory requirements.

The Supplier does not warrant or guarantee Product performance where issues arise from customer-provided SIM cards, data plans, or third-party telecommunications services. Any interruptions, delays, data loss, increased power consumption, or loss of connectivity resulting from such factors shall not be considered a

product defect or breach of the Agreement.

The Customer is responsible for ensuring that its SIM cards are correctly provisioned, compliant with applicable regulations, and suitable for the intended operating environment and geography.

- 14.10 The Products will perform as described when used as intended and in accordance with the product's technical specifications. The performance and operability of the Products are dependent on correct installation, configuration, site conditions, signal availability and maintenance, all of which are the sole responsibility of the Customer. The Supplier does not guarantee uninterrupted or error-free performance. The Supplier shall not be liable for any variation in performance, disruption or failure caused by environmental factors, site conditions or third-party networks.
- 14.11 The Customer shall be responsible for ensuring operability of the Products, including installation in locations where signal strength may be inadequate or intermittent. The Supplier has no control over third-party networks and variable signal issues and shall have no liability for any loss of operability, performance issues or failures arising from such factors. The Customer shall monitor operability and implements an adequate and regular site maintenance programme.
- 14.12 Battery life may be affected by factors such as signal strength, configuration, usage patterns and the use of smart functionality. The Supplier does not guarantee any specific battery life and shall have no liability for any reduction in battery performance arising from such factors.
- 14.13 Where disruption occurs due to factors beyond Supplier's control, including extreme environmental conditions or third-party network issues, Supplier may liaise relevant third-party providers to assist in resolving such issues, but shall have no responsibility or liability for the performance of such third-party networks or services.
- 14.14 Either party may give written notice to the other party, no later than ninety (90) days before the end of the Initial Term or the relevant Extended Term, to terminate the subscription service at the end of the Initial Term or the relevant Extended Term, as the case may be.
- 14.15 Customer's access to Supplier's Platform terminates immediately upon expiry of Customer's subscription or any delay in payment by the Customer of Customer's current subscription or for any extended or renewal period.

15 General Provisions

- 15.1 These Conditions, along with any terms and conditions or documents referenced herein, contain the complete agreement between the parties. The Customer acknowledges that it has not relied on any statement, representation or warranty not expressly set out in the Agreement.
- 15.2 Supplier reserves the right to subcontract any of its work to one or more subcontractors.
- 15.3 Customer may not assign any of its rights, duties, or obligations hereunder without the prior written consent of Supplier.
- 15.4 These Conditions are not intended to create any rights of enforcement on any third party (other than permitted assignees to whom the Agreement is actually assigned).
- 15.5 Customer shall not transmit to Supplier any information,

suggestions, or ideas claimed by Customer to be confidential. Any and all information, suggestions and ideas provided by Customer to Supplier shall not be considered confidential unless otherwise stated otherwise by Customer.

- 15.6 Each party shall comply with all applicable laws and regulations in connection with the performance of this Agreement, including applicable export control, sanctions, anti-bribery, anti-corruption and data protection laws.

16 Governing Law and Jurisdiction

Unless stated otherwise in the Quote, the laws of the country where the Supplier is established shall apply and the courts of that country shall have exclusive jurisdiction. The parties agree that the language of the Agreement shall be English.

17 Notices

Any notice hereunder shall be deemed to have been given if sent by prepaid first-class mail to Customer at its last known address. Notice to Supplier shall be to its registered office noted in the Quote with a copy sent by email to legal@ovarro.com.

18 Waiver

Failure by Supplier to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

19 Severance

- 19.1 If any provision or part-provision of these Conditions are or become invalid, illegal or unenforceable under the laws of the prevailing jurisdiction (as determined in accordance with section 16), this shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable under the laws of that jurisdiction.
- 19.2 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 under this section shall not affect the validity and enforceability of the rest of the Agreement.
- 19.3 If either the Supplier or the Customer gives appropriate notice to the other of the possibility that any provision or part-provision of these Conditions is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

20 Anti-Modern Slavery Requirements

- 20.1 In performing its obligations under these Conditions and in its use of the Products and Services provided hereunder, the Customer shall at all times:
- Comply with all of the provisions of the Modern Slavery Act 2015;
 - Comply with the Anti-Modern Slavery and Human Trafficking Policy as detailed on Supplier's website; and
 - Ensure that each of its contractor, subcontractors and suppliers comply with Supplier's Anti-Modern Slavery and Human Trafficking Policy and with the Modern Slavery Act 2015.

- 20.2 The Customer shall notify Supplier as soon as it becomes aware of:

- Any breach, or potential breach, of the Anti- Modern Slavery and Human Trafficking Policy; or
- Any actual or suspected slavery or human trafficking in a supply chain which has a connection with these Conditions.

21 Anti-Bribery and Anti-Corruption

- 21.1 In performing its obligations under these Conditions and in its use of the Products and Services provided hereunder, the Customer shall at all times:

- Comply with all applicable laws, statutes, regulations, relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010;
- Not engage in any activity, practice or conduct which would constitute an offence under applicable law, including under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- Establish, maintain and enforce its own anti-bribery and anti-corruption policies and procedures;
- Not do, or omit to do, any act that will cause or lead the Supplier to be in breach of any applicable laws, statutes, regulations;
- Immediately notify the Supplier (in writing) if a foreign public official, as defined in the UK Bribery Act 2010, and or any other applicable anti-bribery or anti-corruption law, becomes an officer or employee of the Customer (or acquires a direct or indirect interest in the Customer) and the Customer warrants that it has no foreign public officials as direct or indirect owners, officers or employees;

- 21.2 The Customer warrants and represents that neither the Customer nor any of its officers, employees or other Customer personnel:

- Has been convicted of any offence involving bribery or corruption;
- Having made reasonable enquiries, so far as it is aware and to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under any applicable laws, statutes, regulations;

22 Data Protection

The Supplier will process Customer's personal data as necessary to sell the Products and/or to provide the Services to Customer and to meet Supplier's obligations under any purchase order and applicable law. Supplier's processing of Customer's personal data during the period of performance of any Customer's purchase order governed by these Conditions is subject to Supplier's Privacy Notice available at www.ovarro.com, unless additional data processing conditions are provided to Customer in connection with a specific product or service offering.