

Terms & Conditions of Sale



Robotics™

1. Interpretation

1.1. In these Conditions:

- 1.1.1. "Supplier" means H Robotics Ltd.
- 1.1.2. "Customer" means the person whose order is accepted by the Supplier.
- 1.1.3. "Deliverables" means all documents, products and materials developed by the Supplier specifically for the Customer in the provision of services under these Conditions and as set out in the Statement of Work.
- 1.1.4. "Claims" means all claims (whether known or unknown to the parties, whether contemplated or not, and whether or not presently known to the law).
- 1.1.5. "Conditions" means the standard terms and conditions of sale set out in this document.
- 1.1.6. "Contract" means any contract between the Supplier and the Customer for the purchase and sale of the Deliverables.
- 1.1.7. "Data Controller" shall have the meaning set out in the GDPR, as amended from time to time.
- 1.1.8. "Data Processor" shall have the meaning set out in the GDPR, as amended from time to time.
- 1.1.9. "Data Protection Legislation" shall mean the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the GDPR, as amended or updated or replaced from time to time, and any other directly applicable European Union regulation relation to privacy.
- 1.1.10. "Data Subject" shall have the meaning set out in the GDPR, as amended from time to time. "GDPR" means the General Data Protection Regulation ((EU) 2016/679) as may be amended from time to time.
- 1.1.11. "Personal Data" shall have the meaning set out in the GDPR, as amended from time to time.
- 1.1.12. "Personal Data Breach" shall have the meaning set out in the GDPR, as amended from time to time.
- 1.1.13. "Processing" shall have the meaning set out in the GDPR, as amended from time to time.
- 1.1.14. "Third Party Processor" shall have the meaning set out in the GDPR, as amended from time to time. "Services" means the services to be provided under this Agreement as detailed in the Statement of Work.
- 1.1.15. "Statement of Work" means the attached plan describing the Services and setting out the timetable for the Services as agreed between the Supplier and Customer.
- 1.1.16. "Software" means the software being licensed to the Customer as set out in the Specification;



- 1.2. Any reference in these Conditions to any provision of a statute or statutory instrument shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.3. The headings in these Conditions are for convenience only and shall not affect their interpretation.
2. **The Services**
 - 2.1. The Supplier shall provide the Services to the Customer in accordance with these Conditions. By placing an order for the Services the Customer shall be deemed to have accepted the Conditions which shall govern the terms and conditions for the supply of the Services to the exclusion of any other terms and conditions.
 - 2.2. No variation to these Conditions shall be binding unless agreed in writing by the authorised representatives of the Customer and the Supplier.
 - 2.3. The Supplier's employees or agents are not authorised to make any representations concerning the Services unless confirmed by the Supplier in writing. In agreeing to these Conditions, the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representation which is not so confirmed.
 - 2.4. Nothing in this clause 2 shall exclude any liability of the Supplier for representation made fraudulently or any misrepresentations as to a fundamental matter made by the Supplier or Customer.
3. **Supplier's Responsibilities**
 - 3.1. The Supplier shall provide the Services and deliver the Deliverables (if applicable) to the Customer, in accordance with the Statement of Work in all material respects.
 - 3.2. The Supplier shall use reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security measures that have been communicated to it in writing provided that it shall not be liable under these conditions if, as a result of such observation, it is in breach of any of its obligations under the Statement of Work.
4. **Formation of Contract and Statement of Work**
 - 4.1. A quotation by the Supplier does not constitute an offer and the Supplier reserves the right to withdraw or revise any quotation at any time prior to the Supplier's acceptance of the Customer's order.
 - 4.2. The Supplier reserves the right to make any changes to the specification of the Services which are required to conform with any applicable safety or other statutory requirements, or where the Deliverables are to be supplied to the



Supplier's specification, which do not materially affect the quality or performance of the Deliverables.

- 4.3. No order which has been accepted by the Supplier may be cancelled by the Customer except with the agreement in writing of the Supplier and on terms that the Customer shall indemnify the Supplier in full against all losses (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier as a result of cancellation.
- 4.4. The Customer shall indemnify and keep indemnified the Supplier fully on demand against any and all losses, damages, costs and expenses incurred by or awarded against the Supplier as a result of the carrying out of any of the Services in accordance with the requirements or specifications of the Customer involving an infringement or alleged infringement of any rights of any third party.
- 4.5. Any typographical, clerical or other error or omission in any documentation issued by the Supplier may be corrected by the Supplier without liability on the part of the Supplier.
- 5. **Price**
 - 5.1. The price of the Deliverables shall be the Supplier's quoted price or, where no price has been quoted, the price listed in the Supplier's published price list current at the date of the commencement of the Services.
 - 5.2. The Supplier reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the Deliverables to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier including (without limitation) alterations in taxation, increases in the cost of labour, materials or other costs of manufacture, any change of delivery dates, quantities or specifications of the Deliverables which are requested by the Customer, or any delay caused by any instructions of the Customer, or failure of the Customer to give the Supplier adequate information or instructions.
 - 5.3. The price is exclusive of Value Added Tax and all other taxes and duties (apart from corporation taxes referable to income or capital gains of the Supplier), which shall be payable by the Customer.
 - 5.4. The Customer shall be responsible for all international and domestic duties, taxes and shipping, with no deduction for any service or any other charges or fees by any bank or any other entity.
- 6. **Payment**
 - 6.1. The Customer shall pay the price of the Deliverables in full within 30 days of the date of the Supplier's invoice, notwithstanding the Services may not have



commenced. The Customer shall not be entitled to make any deduction from such payment or exercise any right of set-off or contribution howsoever arising. The time of payment of the price shall be of the essence.

- 6.2. If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall (at its option) be entitled to:
 - 6.2.1. treat the contract between the Supplier and the Customer as repudiated by the Customer and suspend any further deliveries to the Customer, claim damages from the Customer and charge the Customer interest (both before and after any judgment) on the amount unpaid, at the rate of 8 per cent per annum above Bank of England base rate from time to time, until payment in full is made; or
 - 6.2.2. affirm the contract, claim damages from the Customer and charge the Customer interest (in accordance with Clause 6.2.1)

7. Customer's Obligations

- 7.1. The Customer shall:
 - 7.1.1. co-operate with the Supplier in all matters relating to the Services;
 - 7.1.2. provide, for the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and other facilities as reasonably required by the Supplier to provide the Services;
 - 7.1.3. inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's premises;
 - 7.1.4. ensure that all the Customer's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant regulatory and legislative standards or requirements as required;
 - 7.1.5. obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, the installation of the Supplier's equipment (if applicable) and the use of the Customer's equipment in relation to the Supplier's equipment insofar as such licences, consents and legislation relate to the Customer's business, premises, staff and equipment, in all cases before the date on which the Services are to start;
 - 7.1.6. keep, maintain and insure the Supplier's equipment (if applicable) in good condition and shall not dispose of or use the Supplier's equipment



- other than in accordance with the Supplier's written instructions or authorisation;
- 7.1.7. comply with any additional responsibilities as set out in the relevant Statement of Work.
- 7.2. If the Supplier's performance of its obligations under these Conditions are prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay.
- 7.3. The Customer shall be liable to pay to the Supplier, on demand, all reasonable costs, charges or losses sustained or incurred by the Supplier (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this agreement, subject to the Supplier confirming such costs, charges and losses to the Customer in writing.
- 7.4. The Customer shall not, without the prior written consent of the Supplier, at any time from the date of this agreement to the expiry of twelve months after the completion of the Services, solicit or entice away from the Supplier or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of the Supplier in the provision of the Services.
8. Change Control
- 8.1. If either Party wishes to change the scope or execution of the Services, it shall submit details of the requested change to the other Party in writing (Change Request).
- 8.2. If the Supplier originates a Change Request, it shall provide, with the Change Request, written details of the impact which the proposed change will have on:
- 8.2.1. the Services;
- 8.2.2. the Supplier's existing charges;
- 8.2.3. the timetable of the Services; and
- 8.2.4. any of the Conditions and any relevant Statement of Work.
- 8.3. The Supplier may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services.



- 8.4. If the Customer originates a Change Request, the Supplier shall, as soon as reasonably practicable after receiving the Change Request, provide a written estimate to the Customer setting out:
 - 8.4.1. the likely time required to implement the proposed change;
 - 8.4.2. details of the impact which the proposed change will have on: (i) the Services; (ii) the Supplier's existing charges; (iii) the timetable of the Services; and (iv) any of the Conditions and any relevant Statement of Work.
- 8.5. Unless both Parties consent to a Change Request, there shall be no change to the Services and any other terms of these Conditions and any other relevant Statements of Work.
- 8.6. If both Parties consent to a Change Request, it shall be signed by the authorised representatives of both Parties, upon which the Change Request becomes a Change Order.
- 8.7. The Supplier may charge for the time it spends on dealing with Change Requests originating from the Customer on a time and materials basis.
- 9. **Deliverables**
 - 9.1. Delivery of the Deliverables shall be at the Supplier's premises at any time after the Supplier has notified the Customer that the Deliverables are ready for collection, unless otherwise agreed by the Supplier in writing.
 - 9.2. Any dates quoted for delivery of the Deliverables are approximate only and the Supplier shall use its reasonable endeavours to deliver on the quoted dates.
 - 9.3. Where delivery of the Deliverables is to be made by the Supplier in bulk, the Supplier reserves the right to deliver up to 5 per cent more or 5 per cent less than the quantity ordered and in such event the Customer shall pay for the actual quantity delivered.
 - 9.4. Subject to Clause 9.3, if the Supplier is satisfied that the Deliverables have been short delivered, the Supplier shall at its option:
 - 9.4.1. make up any short delivery by despatching to the Customer such Deliverables as the Supplier is satisfied were not delivered; or
 - 9.4.2. allow the Customer credit in respect thereof. The Supplier's liability shall be limited to making up the delivery or allowing credit as above.
 - 9.4.3. Where the Deliverables are to be delivered in instalments, each delivery shall constitute a separate contract.
 - 9.5. If the Customer fails to take delivery of the Deliverables or fails to give the Supplier adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Customer's reasonable control or by



reason of the Supplier's fault) then, without prejudice to any other right or remedy available to the Supplier, the Supplier may:

- 9.5.1. store the Deliverables until actual delivery and charge the Customer for the reasonable costs (including handling and insurance) of storage; or
- 9.5.2. sell the Deliverables at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under these Conditions or charge the Customer for any shortfall below the price under these Conditions.

10. Risk

- 10.1. The risk of loss and damage to the Deliverables shall pass to the Customer immediately upon delivery unless the Deliverables are to be collected by the Customer when the risk of loss and damage to the Deliverables shall pass to the Customer upon the Supplier notifying the Customer that the Deliverables are ready for collection.

11. Title

- 11.1. Notwithstanding delivery and the passing of risk in the Deliverables, the property in the Deliverables shall not pass to the Customer and shall remain in the Supplier until either such time as the Customer shall have paid to the Supplier the full price for all Deliverables sold by the Supplier to the Customer under any and all contracts between them or the Supplier shall have written to the Customer notifying the Customer that the property in the Deliverables has passed to the Customer.
- 11.2. Until such payment the Customer shall carefully store the Deliverables in such a way as to enable them to be identified as the property of the Supplier and keep them insured against all loss or damage howsoever caused at its own expense.
- 11.3. The Customer shall not attach the Deliverables to any real property without the prior written consent of the Supplier.
- 11.4. The Supplier reserves the immediate right of repossession of any Deliverables to which the Supplier has retained title as aforesaid exercisable at any time after delivery or collection of the Deliverables and the Customer hereby grants an irrevocable right and licence to the Supplier's servants and agents to enter upon all or any premises where the Deliverables are stored without prior notice for this purpose.
- 11.5. The Customer may in the ordinary course of its business:
 - 11.5.1. process the Deliverables in such fashion as it may wish and/or incorporate them in or with any other product or products; and
 - 11.5.2. sell the Deliverables to any third party as principal but not as agent for the Supplier.



12. Confidentiality / Publicity

- 12.1. Any information supplied by the Supplier to the Customer in connection with the Deliverables hereunder or the Customer's business or the business of any associated company of the Supplier shall be treated as confidential information and shall not be disclosed to any third party or used by the Customer except in accordance with the terms of a Contract or with the Supplier's express written agreement.
- 12.2. The Customer will not and will procure that no person that directly or indirectly supplies or is supplied by the Customer will, without first obtaining the written consent of the Supplier (which may be withheld in its absolute discretion), in any way whatsoever advertise or publish the fact that the Supplier has contracted to supply the Customer the Deliverables or otherwise publish any material using the Supplier of any associated company's name, or the name and/or image of any car, driver, premises or employee of the Supplier or any associated company of the Supplier.
- 12.3. The Customer shall keep all confidential information secure and protected against theft, damages, loss or unauthorised access and shall return all such information to the Supplier at the Supplier's request.
- 12.4. The Customer shall not use the trade name, logo, names, livery or other indicia belonging to the Supplier or any associated company of the Supplier or the image or likeness of any of the Supplier's or any associated company of the Supplier products, drivers, personnel in any form whatsoever without the Supplier's prior written agreement.
- 12.5. The Customer expressly acknowledges that breach of this Clause 12 may result in injury or loss to the Supplier which may be difficult to assess and the Customer accordingly consents (to the extent permitted by law) to the entry or injunctive or other equitable relief against it to restrain such breach.
- 12.6. The Customer will not do or authorise any third person to do any act which would or might damage or be inconsistent with the trademarks used by the Supplier in relation to the Deliverables or to the goodwill associated therewith and, in particular, will not do or authorise the alteration, obliteration, covering up or incorporation of other marks (in whole or in part) on to the Deliverables. Any advertising, promotion and selling materials supplied by the Supplier to the Customer shall remain the property of the Supplier and the Customer shall not permit any other person to make use thereof. The Customer recognises the great value of the goodwill associated with the Supplier's trademarks and acknowledges that the Supplier's trademarks and all rights therein and goodwill pertaining thereto belong exclusively to the Supplier. The Customer further



agrees that it is critical that such goodwill be protected and enhanced and, toward this end, the Customer shall not during the term of these Conditions or thereafter: (i) attack the title or any rights of the Supplier in or to the Supplier's trademarks; (ii) attack the validity of these Conditions; (iii) do anything either by an act of omission or commission that might impair, violate or infringe the Supplier's trademarks; (iv) claim (adversely to the Supplier or anyone claiming rights through the Supplier) any right, title or interest in or to the Supplier's trademarks; (v) misuse or harm the Supplier's trademarks or bring the Supplier's trademarks into disrepute; (vi) for its benefit, directly or indirectly, register or apply for registration of the Supplier's trademarks or any mark that is, in the Supplier's reasonable opinion, the same as or confusingly similar to any of the Supplier's trademarks; and (vi) for its benefit, directly or indirectly, register, maintain or apply for registration of a domain name that is, in the Supplier's reasonable opinion, the same as, confusingly similar to or incorporates any of the Supplier's trademarks. In no event may the Customer bid on or use any of the Supplier's trademarks in search engine advertising or online advertising.

13. Liability

- 13.1. Subject to the terms of this Clause 13, the Supplier warrants that where the Deliverables comprises standard goods available from the Supplier's current catalogue of goods offered for sale they will correspond with the Statement of Work at the time of delivery and will be free from defects in material and workmanship for a period of twelve months from the date of invoice or date of delivery, whichever is the first to expire.
- 13.2. The Supplier shall be under no liability in respect of any defect in the Deliverables:
- 13.2.1. arising from or attributable to any drawing, design or specification supplied by the Customer;
 - 13.2.2. arising from fair wear and tear, neglect, failure to follow the Supplier's instructions, misuse or improper alteration or repair of the Deliverables;
 - 13.2.3. if the total price for the Deliverables has not been paid by the due date for payment; or
 - 13.2.4. if the Customer fails to notify any claim in respect of any of the Deliverables which is based on a breach of the warranty in Clause 13.1 within 14 days after the discovery of the breach.
- 13.3. Any software incorporated in the deliverables shall;
- 13.3.1. due to the complexity of software and in line with the usual practices of the software industry, the Supplier makes no warranty, representation, promise or guarantee, either express or implied, statutory or otherwise,



- with respect to any software incorporated in the Deliverables, user documentation or any related technical support including software quality, performance, merchantability or fitness for a particular purpose.
- 13.3.2. the Customer shall as expressly set out in the Conditions or as permitted by any local law,
- 13.3.2.1. not to copy the Software except where such copying is incidental to normal use of the Software, or where it is necessary for the purpose of back-up;
 - 13.3.2.2. not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software;
 - 13.3.2.3. not to make alterations to, or modifications of, the whole or any part of the Software, nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
 - 13.3.2.4. not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Software;
 - 13.3.2.5. keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;
 - 13.3.2.6. include any copyright notice featured on the Software on all entire and partial copies the Licensee makes of the Software on any medium; and
 - 13.3.2.7. not to provide or otherwise make available the Software in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person other than the Licensee's employees without prior written consent from us.
- 13.3.3. The customer acknowledges that all intellectual property rights in the Software belong to the Supplier, that rights in the Software are licensed (not sold) to the Customer, and that the Customer has no rights in, or to, the Software other than the rights to its use in accordance with the Contract.
- 13.3.4. The Supplier shall have no liability to the Customer in the event the Software infringes or is alleged to infringe the rights of any third party.
- 13.3.5. Where the Deliverables comprise a research and development project or amount to a feasibility programme the Supplier shall perform its obligations under the Contract in accordance with the standards and diligence of a professional entity familiar with the provision of similar to



- the Deliverables but the Customer accepts and acknowledges that due to the nature of such work the Supplier cannot provide any warranty or assurance that the Statement of Work or delivery timetables can be met.
- 13.4. The warranty in Clause 13.1 does not extend to parts, materials or equipment not manufactured by the Supplier, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee given by the manufacturer to the Supplier, and which the Supplier will, so far as possible, assign to the Customer upon the written request of the Customer.
- 13.5. Where any valid claim in respect of any of the Deliverables which is based on a breach of the warranty in Clause 13.1 is notified to the Supplier within the warranty period set out in Clause 13.1, as Customer's sole remedy, the Supplier shall at its discretion be entitled to repair or replace the Deliverables (or the part in question) free of charge or, at the Supplier's discretion, refund to the Customer the price of the Deliverables in question.
- 13.6. Except as expressly provided in these Conditions, all conditions, warranties, terms and representations expressed or implied by statute, common law or otherwise in relation to the Deliverables are hereby excluded.
- 13.7. Except as expressly provided in these Conditions, the Supplier shall be under no liability to the Customer for any loss, injury or damage (whether such losses or damage were foreseen, foreseeable, known or otherwise), whether direct or indirectly, whether resulting from defective material faulty workmanship or otherwise howsoever arising and whether or not caused by the negligence of the Supplier, its employees or agents in connection with the Deliverables or otherwise in connection with these Conditions.
- 13.8. The Supplier's prices are determined on the basis of the limits of liability set out in these Conditions. The Customer may by written notice to the Supplier request the Supplier to agree a higher limit of liability provided insurance cover can be obtained thereof. The Supplier shall effect insurance up to such limit and the Customer shall pay upon demand the amount of any and all premiums. The Customer shall disclose such information as the insurers shall require. In no case shall the Customer be entitled to recover from the Supplier more than the amount received by the Supplier from the insurers.
- 13.9. The Supplier's maximum aggregate liability to the Customer in respect of any particular unit of the Deliverables (whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, indemnity or otherwise) shall not exceed 125% of the price for that particular unit or those units, provided always that the Supplier's maximum aggregate liability to the Customer under or in connection with these Conditions (whether arising in or for



- breach of contract, tort (including negligence), breach of statutory duty, indemnity or otherwise) shall in no circumstances exceed £500,000.
- 13.10. Nothing in this Clause 13 or otherwise in these Conditions shall exclude or in any way limit the Supplier's liability to the Customer for: (i) fraud; (ii) death or personal injury caused by the Supplier's negligence (including negligence as defined in s.1 Unfair Contract Terms Act 1977); (iii) breach of terms regarding title implied by s.12 Sale of Goods Act 1979 and/or s.2 Supply of Goods and Services Act 1982; or (iv) any liability to the extent the same may not be excluded or limited as a matter of law.
14. **Intellectual Property Rights**
- 14.1. Each party shall retain sole ownership of all intellectual property rights, know-how and other related rights owned by it prior to commencement of the Contract or that is developed independently of the Contract including all development, improvements and modifications thereto made by either party under the Contract ("Background IP").
- 14.2. All intellectual property rights, know-how and other related rights developed under the Contract other than the Background IP ("Foreground IP") shall be the property of the Supplier save that the Customer is granted a worldwide, non-exclusive and non-assignable licence to use the Foreground IP for the purposes set out in the Statement of Work.
- 14.3. The Supplier shall have no liability to the Customer in the event of the Deliverables infringing or being alleged to infringe the rights of any third party.
- 14.4. The Customer will not do or authorise any third person to do any act which would or might damage or be inconsistent with the trade marks used by the Supplier in relation to the Deliverables or to the goodwill associated therewith and, in particular, will not do or authorise the alteration, obliteration, covering up or incorporation of other marks (in whole or in part) on to the Deliverables. All advertising, promotion and selling materials supplied by the Supplier to the Customer shall remain the property of the Supplier and the Customer shall not permit any other person to make use thereof.
15. **Force Majeure**
- 15.1. The Supplier shall not be liable to the Customer for any loss or damage which may be suffered by the Customer as a direct or indirect result of the supply of the Deliverables by the Supplier being prevented, hindered, delayed or rendered uneconomic by reason of circumstances or events beyond the Supplier's reasonable control including (but not limited to) Act of God, war riot, strike, lock-out, trade dispute or labour disturbance, accident, break-down of plant or machinery, fire, flood, storm, difficulty or increased expense in obtaining



workmen, materials or transport or other circumstances affecting the supply of the Deliverables or of raw materials therefor by the Supplier's normal source of supply or the manufacture of the Deliverables by the Supplier's normal means or the delivery of the Deliverables by the Supplier's normal route or means of delivery.

- 15.2. If due to such circumstances or events the Supplier has insufficient stocks to meet all its commitments the Supplier may apportion available stocks between its customers at its sole discretion

16. Licences and Consents

- 16.1. If any licence or consent of any government or other authority shall be required for the acquisition, carriage or use of the Deliverables by the Customer the Customer shall obtain the same at its own expense and if necessary produce evidence of the same to the Supplier on demand. Failure so to do shall not entitle the Customer to withhold or delay payment of the price. Any additional expenses or charges incurred by the Supplier resulting from such failure shall be for the Customer's account.

17. Insolvency of Customer

- 17.1. This clause applies if:
- 17.1.1. the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or passes a resolution for its voluntary winding up or has a petition for its compulsory winding up presented against it;
 - 17.1.2. an encumbrancer takes possession, or a receiver or administrative receiver is appointed, of any of the property assets of the Customer; or
 - 17.1.3. the Customer ceases, or threatens to cease, to carry on business; or
 - 17.1.4. the Supplier reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer or any other matter which in the opinion of the Supplier may prejudice its rights against the Customer.
 - 17.1.5. if this clause applies then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to cancel a Contract or suspend any further deliveries under a Contract without any liability to the Customer, and if the Deliverables have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

18. Termination



- 18.1. Without affecting any other right or remedy available to it, either Party may terminate the Services with immediate effect by giving written notice to the other party if;
- 18.1.1. the other Party commits a material breach of any other term of these conditions which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) days after being notified in writing to do so;
 - 18.1.2. the other Party repeatedly breaches any of the terms of this 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 this agreement;
 - 18.1.3. the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - 18.1.4. the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors [other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other party];
 - 18.1.5. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other party;
 - 18.1.6. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other Party (being a company);
 - 18.1.7. the holder of a qualifying floating charge over the assets of that other Party (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - 18.1.8. a person becomes entitled to appoint a receiver over all or any of the assets of the other Party or a receiver is appointed over all or any of the assets of the other Party;



- 18.1.9. a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other Party's assets and such attachment or process is not discharged within 14 days;
- 18.1.10. any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 18.1(c) to clause 18.1(i) (inclusive); or
- 18.1.11. the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 18.2. Without affecting any other right or remedy available to it, the Supplier may terminate this agreement with immediate effect by giving written notice to the Customer if:
 - 18.2.1. the Customer fails to pay any amount due under this agreement on the due date for payment and remains in default not less than fourteen (14) days after being notified by the Supplier to make such payment; or
 - 18.2.2. there is a change of Control of the Customer.
- 19. **Consequences of Termination**
 - 19.1. The termination of these Conditions pursuant to clause 18 shall result in the automatic termination of all Statements at Work in place at the time of termination.
 - 19.2. On termination or expiry of this agreement:
 - 19.2.1. the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;
 - 19.2.2. the Customer shall return all of the Supplier's equipment and any Deliverables. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping; and
 - 19.2.3. the following clauses shall continue in force: clause 12 (Confidentiality/Publicity), 13 (Liability), 14 (Intellectual Property Rights), 19 (Consequences of Termination) and 21 (General).
 - 19.3. Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any



breach of the agreement which existed at or before the date of termination or expiry.

20. Compliance with Laws

- 20.1. The Customer shall comply with all applicable laws including but not limited to laws and conventions relating to (i) competition law, (ii) anti-bribery, and anti-corruption, and (iii) laws relating to export control and customs regulations such as (i) the rules on embargoed countries, (ii) the restrictions on the sale of products to restricted or denied customers, and (iii) the regime for the control of imports, exports, transfer, brokering and transit of dual-use items. The Customer shall not directly or indirectly utilise, sell, ship or otherwise transfer, the products purchased from the Supplier to or through any country, entity or individual as prohibited under national and international regulations.
- 20.2. Without prejudice to the other provisions in this clause 20, the Customer shall comply with all applicable laws and regulations in performing its obligations under the Contract.
- 20.3. The Buyer shall procure that any third parties to whom the products from the Supplier will be supplied, whether in original form or as intermediate or end-product, are under the same obligations as set out in this clause 20 such that all third parties down the supply chain, as far as the end-user, are under the same strict compliance.
- 20.4. The Buyer agrees to indemnify and hold the Supplier, its officers, employees, agents, and representatives, harmless from and against all damages, losses, liabilities, penalties, costs and expenses, including reasonable attorney fees, as a result of any claim, suit, action, proceeding, demand, judgment or settlement arising out of Buyer's failure to adhere to the provisions of this clause 20.

21. Human Rights and Anti-Bribery

- 21.1. The Supplier confirms that the Code of Conduct is in force and applicable in connection with the Supplier's performance under the Contract. The Supplier acknowledges that it is committed to (i) supporting and respecting the protection of human rights; and (ii) ensuring that it is neither causing nor contributing to any adverse impact on human rights, or human trafficking. The Customer acknowledges this commitment and shall comply with the Code of Conduct where applicable.
- 21.2. The Supplier shall act in good faith to require its first-tier suppliers to apply the Code of Conduct principles.
- 21.3. Both the Customer and Supplier confirm that they at all times shall comply with applicable laws, statutes, regulations and codes relating to anti-bribery including but not limited to the Bribery Act 2010.



22. Data Protection

- 22.1. To the extent that the Customer's performance of its obligations and/or exercise of its rights under this Agreement involve the Processing of any Personal Data in respect of which the Supplier (or any of its Affiliates) is the Data Controller and the Customer is the Data Processor, both parties agree to comply with all applicable requirements of the Data Protection Legislation and the terms set out in this Clause 22.1. For the avoidance of doubt this Clause 22 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.
- 22.2. The Parties will agree, if required, terms setting out the scope, nature and purpose of Processing by the Customer, the duration of the Processing and the types of Personal Data and categories of Data Subject.
- 22.3. Without prejudice to the generality of Clause 22.1 the Supplier shall ensure that it has all necessary appropriate Consents and notices in place, or where applicable, has established another lawful basis to enable lawful transfer of the Personal Data to the Customer for the duration and purposes of this Agreement.
- 22.4. Without prejudice to the generality of Clause 22.1, the Customer shall, in relation to any Personal Data processed in connection with the performance by the Customer of its obligations under the Agreement:
- 22.4.1. process that Personal Data only for the purposes necessary for the performance of the Services and always in accordance with the prior written instructions of the Supplier (as amended from time to time), unless the Customer is required by local laws and/or regulations to otherwise process such Personal Data. Where the Customer is relying on laws of a member of the European Union or European Union Law as the basis for Processing Personal Data, the Customer shall promptly notify the Supplier of this before performing the Processing required by such local laws and/or regulations;
- 22.4.2. ensure that it has in place all appropriate technical and organisational measures, reviewed and approved in advance by the Supplier, to protect against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful Processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability



- and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 22.4.3. ensure that all the Customer's Personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - 22.4.4. provide to the Supplier a copy of all Personal Data held by it in the format and on the media reasonably requested by the Supplier;
 - 22.4.5. not transfer any Personal Data outside of the European Economic Area, unless the prior written consent of the Supplier has been obtained and the following conditions are fulfilled; (i) Customer or the Supplier has provided appropriate safeguards in relation to the transfer; (ii) the Data Subject has enforceable rights and effective legal remedies; (iii) the Customer complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and (iv) the Customer complies with reasonable instructions notified to it in advance by the Supplier with respect to the Processing of the Personal Data.
 - 22.4.6. assist the Supplier promptly, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessment and consultations with supervisory authorities or regulators;
 - 22.4.7. notify the Supplier immediately, but in any event no later than twenty-four (24) hours from the date of becoming aware of a Personal Data breach;
 - 22.4.8. at the written direction of the Supplier, delete or return Personal Data and copies thereof to the Supplier on termination of the Agreement (including where applicable, procure that any Third-Party Processor storing or processing such Personal Data on its behalf delete or return Personal Data and copies thereof to the Supplier on termination of the Agreement), unless required by local law and/or regulation to store the Personal Data and; (i) maintain complete and accurate records and information to demonstrate its compliance with this Clause 22.4, and where reasonably required by the Supplier allow for audits by the Supplier or the Supplier's designated auditors.



- 22.5. The Customer shall not appoint any Third-Party Processor of Personal Data under this Agreement, unless it has obtained the Supplier's prior written consent (such consent to be given at the Supplier's sole discretion).
- 22.6. To the extent that the appointment of a Third-Party Processor has been approved by the Supplier, the Customer shall ensure that it has entered or (as the case may be) will enter with the Third-Party Processor into a written agreement incorporating terms which are substantially similar to those set out in this Clause 22. As between the Supplier and the Customer, the Customer shall remain fully and solely liable for all acts or omissions of any Third-Party Processor appointed by it pursuant to this Clause 22.6, including (but not limited to) a breach of the Data Protection Legislation by the Third-Party Processor.
23. **General**
- 23.1. Failure by the 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.
- 23.2. If any provision or part of these Conditions shall be, or found to be by any court of competent jurisdiction, invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions or parts of such provisions of these Conditions, all of which shall remain in full force and effect.
- 23.3. Any notice hereunder shall be deemed to have been duly given if sent by prepaid first class registered post to the party concerned at its registered office or principal place of business or such address as may have been notified pursuant to this provision to the party giving the notice. Notices sent by first class registered post shall be deemed to have been given seven days after despatch.
- 23.4. These Conditions shall be governed by and construed in accordance with the laws of England and Wales and any dispute shall be resolved by the English courts.
- 23.5. Except as necessary for the Customer's intended use of the Deliverables as communicated to and agreed by the Supplier, the Customer shall not, without prior written consent of the Supplier, use the name H Robotics or the fact that it has purchased the Deliverables from the Supplier in any manner.
- 23.6. These Conditions and the documents referred to herein contain all the terms agreed between the parties regarding its subject matters and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to a Contract. Neither party shall have any remedy in



Robotics™

respect of any untrue statement made by the other upon which that party relied in entering into a Contract unless such untrue statement was made fraudulently, and that party's only remedies shall be for breach of contract as provided in these Conditions.