AUTOMATED INDUSTRIAL ROBOTICS

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TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND/OR SERVICES

1 INTERPRETATION

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

"Affiliate" means in relation to a party, any entity that directly or indirectly Controls, is Controlled by, or is under common Control with that party, where "Control" means the ownership of more than 50% of the voting securities or equity interests of the relevant entity, or the ability to direct the board of directors or equivalent governing body.

"AIR Entity" means the entity named in the Order as the purchasing party. References to "AIR" in these Conditions mean the relevant AIR Entity.

"Business Day" means a day (other than a Saturday, Sunday or a public holiday) when banks are open for business in the jurisdiction of the AIR Entity named in the Order.

"Change Order" means a written document signed by both parties that describes and authorises a change to the Services, Deliverables, specifications, or requirements under an Order.

"Charges" means the charges payable by the relevant AIR Entity for the supply of Goods and/or Services in accordance with Condition 9.

"Commencement Date" means has the meaning given in Condition 2.1.

"Conditions" means these terms and conditions as amended from time to time in accordance with Condition 21.8.

"Confidential Information" means all non-public information (whether oral or in writing) that is either designated as confidential by the Disclosing Party or that, by its nature or the circumstances of its disclosure, ought reasonably to be understood to be confidential. Customer Data is deemed AIR's Confidential Information regardless of marking.

"Contract" means the contract between the relevant AIR Entity and the Supplier for the supply of Goods and/or Services, which incorporates these Conditions.

"Counterfeit Parts" means a fraudulent part confirmed to be a copy, imitation, or substitute that has been represented, identified, or marked as genuine, and/or altered by a source without legal right with intent to mislead, deceive, or defraud.

"Customer Data" means any data, information, or material that is: (a) provided by AIR or its authorised users to Supplier; (b) inputted, uploaded, transferred, or made accessible by AIR in connection with the Services; (c) collected, processed, generated, or produced by Supplier in connection with AIR's use of the Services; or (d) derived from any of the foregoing. Customer Data includes AIR's content, personal data, business information, configuration data, financial data, and any data that identifies or could identify AIR, its Affiliates, or their respective customers, employees, or other individuals.

"Deliverables" means all documents, products, software, and materials developed by Supplier or its agents, contractors, and employees as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, computer programs, data, specifications, and reports (including drafts).

"Delivery Location" means has the meaning given in Condition 6.1.3.

"Due Date" means the contractual date for delivery or performance specified in the Order.

"Fraudulent Part" means any suspect part misrepresented to AIR as meeting AIR's requirements.

"Goods" means the goods, materials, or artefacts (or any part of them) set out in the Order.

"Intellectual Property Rights" means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade and domain names, rights in trade dress, goodwill, rights to sue for passing off, unfair competition rights, rights in designs, database rights, topography rights, rights in confidential information (including know-how and trade secrets), and all other intellectual

property rights, in each case whether registered or unregistered and including all applications for, renewals, or extensions of such rights, in any jurisdiction.

"Losses" means all losses, damages, liabilities, deficiencies, actions, judgments, settlements, interest, awards, penalties, fines, costs, and expenses (including reasonable legal and professional fees).

"Order" means AIR's purchase order form, or AIR's written acceptance of the Supplier's quotation, for the supply of Goods and/or Services.

"Pre-Existing Materials" means all Intellectual Property Rights owned or licensed by Supplier (or any third party) prior to the Commencement Date, or developed independently of the Contract, that are incorporated into or necessary to use any Deliverable.

"Services" means the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract as set out in the Statement of Work, Specification, or other applicable document.

"Specification" means the description or specification for the Goods and/or Services, including related plans and drawings, as agreed in writing by AIR and the Supplier or set out in the Order.

"Statement of Work" means a document signed by both parties that describes the Services, Deliverables, timelines, and other requirements for a particular engagement.

"Supplier" means the person or firm from whom AIR purchases the Goods and/or Services.

"Suspect Part" means a part where there is an indication that it may have been misrepresented by the supplier or manufacturer and may meet the definition of Fraudulent Part or Counterfeit Parts.

"Work Product" means all Deliverables and all output of the Services, including all Intellectual Property Rights therein.

1.2 Construction. In these Conditions:

(a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

(b) a reference to a party includes its personal representatives, successors, and permitted assigns;

(c) a reference to a statute or statutory provision includes any subordinate legislation and any amendment or re-enactment thereof;

(d) the terms "including", "include", "in particular", and similar expressions are illustrative and do not limit the sense of the preceding words; and

(e) a reference to "writing" or "written" includes email (except where expressly stated otherwise).

2 BASIS OF CONTRACT

2.1 An Order constitutes an offer by AIR to purchase Goods and/or Services on these Conditions. The Contract comes into existence on the earlier of: (a) Supplier issuing written acceptance; or (b) any act by Supplier consistent with fulfilling the Order (the

"Commencement Date"). These Conditions apply to the exclusion of any other terms the Supplier seeks to impose or which are implied by trade, custom, practice, or course of dealing.

2.2 The Contract is non-exclusive. Nothing in the Contract prevents AIR from purchasing Goods and/or Services of any nature from any third party without restriction.

2.3 These Conditions apply to every Order issued by any AIR Entity. Each Order incorporating these Conditions forms a separate Contract with the specific AIR Entity named on that Order. No AIR Entity is liable for the obligations of any other AIR Entity.

3 ORDER OF PRECEDENCE

3.1 In the event of conflict, the documents shall take precedence in the following order:

(a) The Order (or Change Order);

(b) Any flow-down of AIR's customer-specific terms and conditions;

(c) These Conditions (incorporated by reference into any Order);

(d) The Statement of Work;

(e) The Specification; and

(f) Any other documents referenced in the Order.

3.2 Any hyperlinked documents incorporated by reference must: (a) be clearly identified and dated; (b) be subject to at least 30 days' written notice of changes; (c) allow AIR to object within 15 days and terminate if the parties cannot agree; (d) remain continuously accessible to AIR; and (e) be limited to administrative or technical documents — material terms (pricing, service levels, IP rights) must appear directly in the Contract documents.

4 SUPPLY OF GOODS AND/OR SERVICES

4.1 Supplier shall supply the Goods and/or Services from the Commencement Date and for the duration of the Contract in accordance with these Conditions.

4.2 Supplier shall meet all performance and delivery dates set out in the Order or notified in writing by AIR.

4.3 Supplier shall:

(a) cooperate with AIR in all matters relating to the Goods and/or Services and comply with all reasonable AIR instructions;

(b) provide all equipment, tools, and vehicles required to perform the Services or deliver the Goods;

(c) use best care, skill, and diligence in accordance with best industry practice and ensure Deliverables are free from defects in workmanship;

(d) obtain AIR's written disposition approval before delivering any non-conforming product or service;

(e) obtain and maintain all necessary licenses, consents, and regulatory approvals; comply with all applicable laws and regulations;

(f) comply with all applicable statutory and regulatory requirements relating to manufacture, labelling, packaging, storage, handling, and delivery;

(g) observe all health and safety rules and regulations that apply at AIR's premises;

(h) hold all AIR Materials in safe custody at Supplier's own risk, maintain them in good condition, and not use or dispose of them except as AIR directs in writing; and

(i) unless the Order states otherwise, warrant that Goods and/or Services are free from defects in design, material, and workmanship for the Warranty Period.

5 CHANGE MANAGEMENT

5.1 No change to the Services, Deliverables, Specification, or requirements may be implemented without AIR's prior written approval and the execution of a Change Order by both parties.

5.2 Supplier must submit a written change request detailing: (a) description of the proposed change; (b) reason for the change; (c) impact on schedule, price, and performance; and (d) any other relevant information. Supplier shall not unreasonably withhold agreement to changes requested by AIR.

6 DELIVERY

6.1 Supplier shall ensure that Goods and/or Services are:

(a) properly packed and secured to enable them to reach their destination in good condition;

(b) delivered on the Due Date, or within 28 days of the Order if no date is specified;

(c) delivered to AIR premises as stated in the Order, or as otherwise instructed by AIR prior to delivery (Delivery Location);

(d) delivered during AIR's normal business hours (or as instructed); and

(e) accompanied by a delivery note showing the Order date, Order number, type and quantity of Goods, any special storage instructions, and any outstanding balance.

6.2 Delivery is completed when unloading at the Delivery Location is complete.

7 ACCEPTANCE

7.1 AIR will have at least 15 Business Days following delivery to review and test Deliverables for conformance with Specifications or acceptance criteria.

7.2 If AIR identifies deficiencies, Supplier has 10 Business Days to cure. If Supplier fails to cure within that period, AIR may reject the Deliverable and withhold payment for it.

7.3 No deemed acceptance period shorter than 30 days will apply. No provision permitting Supplier to deem acceptance based on AIR's use of a Deliverable or payment will be effective.

8 TITLE AND RISK

8.1 Title to Goods vests in AIR upon payment and shall remain with AIR in the event of any remedy exercised under Condition 10. Before delivery, AIR may retake, sell, or otherwise deal with the Goods at any time.

8.2 Supplier shall store and mark the Goods in a manner clearly indicating that title is vested in AIR.

8.3 Risk in the Goods passes to AIR on completion of unloading at the Delivery Location.

9 CHARGES AND PAYMENT

9.1 The Charges are set out in the Order and are the full and exclusive remuneration of Supplier unless otherwise agreed in writing. Charges include all costs and expenses directly or indirectly incurred in performing the Services or delivering the Goods.

9.2 Supplier may invoice AIR on or after delivery or performance. Each invoice must include the Order number, proof of delivery or performance, and all other information required to verify the invoice. Taxes must be separately itemized.

9.3 AIR shall pay properly rendered invoices within 60 days of receipt, except for amounts disputed in good faith. No late fees, interest, or penalties will apply to delayed payments.

9.4 Supplier shall not offset amounts it claims AIR owes against payments due under any other Order or SOW without AIR's written consent.

9.5 Charges include packaging, insurance, and carriage. No extra charges apply unless agreed in writing and signed by AIR.

9.6 AIR may set off any amount owed to it by Supplier against any amount payable by AIR to Supplier under the Contract.

9.7 AIR will reimburse only reasonable out-of-pocket expenses that are: (a) pre-approved in writing by AIR before being incurred; (b) directly related to performance of the Services; and (c) supported by receipts or other documentation.

9.8 Supplier shall maintain complete and accurate records of time spent and materials used and allow AIR to inspect such records at reasonable times on request.

10 AIR'S REMEDIES

10.1 If Supplier fails to perform the Services by the Due Date, AIR may (without limiting other rights or remedies):

(a) terminate the Contract with immediate effect by written notice;

(b) refuse subsequent performance attempts;

(c) recover from Supplier any costs of obtaining substitute services from a third party;

(d) obtain a refund of any advance payments for unperformed Services; or

(e) claim damages for additional costs, loss, or expenses attributable to Supplier's failure.

10.2 If Goods are not delivered on the Due Date, or do not comply with Condition 4, AIR may (without limiting other rights or remedies):

(a) terminate the Contract with immediate effect by written notice;

(b) reject the Goods (in whole or in part) and return them at Supplier's risk and expense;

(c) require repair or replacement, or a full refund of the price paid;

(d) refuse subsequent delivery attempts;

(e) recover the costs of obtaining substitute goods from a third party; or

(f) claim damages for all other costs, losses, or expenses attributable to Supplier's failure.

10.3 If Goods and/or Services are not delivered on the Due Date, AIR may, at its option, claim or deduct 0.5% of the price per week of delay, up to a maximum of 10% of the total price, as liquidated damages. Exercise of this right precludes the remedies in Conditions 10.1 and 10.2 in respect of late delivery only (those remedies remain available in respect of the condition of the Goods).

10.4 These Conditions extend to any substituted, remedial, repaired, or replacement Goods and/or Services.

10.5 AIR's rights under this Contract are in addition to its rights and remedies implied by statute and common law. No provision limiting AIR's available remedies under law or equity will be effective.

11 SUSPECT, FRAUDULENT, AND COUNTERFEIT GOODS

11.1 Supplier shall ensure that only new and authentic parts are delivered to AIR. Unless otherwise specified in the Order or approved in writing by AIR, AIR will not accept refurbished, reprogrammed, or impaired parts.

11.2 Supplier shall notify AIR if any parts quoted or delivered originate from an independent distributor located in Asia, India, or Africa.

11.3 If AIR determines that Suspect, Fraudulent, or Counterfeit Parts were supplied: (a) any contractual limitation on Supplier's liability shall be deemed unenforceable; (b) all transaction documents shall be null and void; (c) AIR is entitled to an immediate refund of all monies paid; and (d) AIR shall have the absolute right to destroy such parts after completion of any applicable legal proceedings or expiry of the relevant statute of limitations.

11.4 Supplier may agree with or dispute AIR's findings in accordance with the process set out in AIR's applicable quality procedures. If the original component manufacturer determines parts are authentic, that determination is final.

12 INTELLECTUAL PROPERTY

12.1 **Work Product Ownership.** Supplier irrevocably assigns to AIR, with full title guarantee and free from all third-party rights, all Intellectual Property Rights in the Work Product in every country. Supplier shall execute all documents and take all steps necessary to perfect such assignment at AIR's request.

12.2 **Pre-Existing Materials.** Supplier grants AIR a perpetual, irrevocable, worldwide, royalty-free, non-exclusive license to use, reproduce, modify, and distribute all Pre-Existing Materials as part of the Work Product. Supplier shall obtain AIR's prior written approval before incorporating any third-party materials and before agreeing to any third-party license terms.

12.3 **Moral Rights.** Supplier shall obtain waivers of all moral rights in the Work Product from all individuals who have or may have such rights.

12.4 **License to AIR IP.** AIR grants Supplier a limited, non-exclusive, non-transferable license to use AIR's Intellectual Property Rights and Confidential Information solely as necessary to perform the Services. This license terminates automatically on the earlier of: (a) completion of the Services; or (b) termination or expiry of the Contract.

12.5 **Open Source / Third-Party Materials.** Supplier must obtain AIR's prior written approval before incorporating any open-source or third-party intellectual property into Deliverables, including approval of: (a) the incorporation itself; and (b) applicable licence terms. Supplier must obtain all necessary rights and permissions for any third-party materials incorporated into Deliverables.

12.6 Supplier warrants that it has full, clear, and unencumbered title to all Goods and Deliverables supplied, and that at the date of delivery it will have full and unrestricted rights to transfer title to AIR.

13 AIR MATERIALS AND PROPERTY

13.1 All materials, equipment, tools, drawings, Specifications, and data supplied by AIR to Supplier ("AIR Materials") and all rights therein are and shall remain the exclusive property of AIR. Supplier shall: (a) hold AIR Materials in safe custody at its own risk; (b) maintain them in good condition; and (c) not use or dispose of them except as AIR directs in writing.

14 WARRANTIES

14.1 **Mutual.** Each party represents and warrants that: (a) it has full right, power, and authority to enter into and perform the Contract; (b) its performance does not and will not conflict with or breach any other agreement to which it is a party; and (c) it will comply with all applicable laws, regulations, and ordinances.

14.2 **Supplier — Services and Deliverables.** Supplier warrants that: (a) all Deliverables, Services, software, and materials will be free from viruses, malware, and other malicious code; (b) Services and Deliverables will not infringe or misappropriate any third party's Intellectual Property Rights; and (c) Services will be performed professionally and in accordance with industry standards and best practices.

14.3 **Supplier — Goods.** In addition to Condition 14.2 where applicable, Supplier warrants that Goods: (a) are new, of merchantable quality, and free from defects in design, material, and workmanship; (b) are fit for AIR's intended purpose when operated in accordance with Supplier's instructions or applicable industry practices; (c) upon acceptance, vest good and marketable title in AIR, free from all liens, encumbrances, or third-party claims; and (d) comply with the Specifications and any operating capacities or tolerances set out in the Order.

14.4 **Warranty Period.** Unless the Order states otherwise: (a) Services: 12 months from completion; (b) Goods: 24 months from installation; (c) Repaired or replacement items: the greater of the remaining warranty period or 12 months from the date of repair or replacement.

14.5 **Warranty Remediation.** If any Goods or Services fail to satisfy the warranties in this Condition 14, AIR shall notify Supplier in writing. Supplier shall promptly, at AIR's option: (a) repair or replace the defective Goods; or (b) reperform the deficient Services. Supplier shall provide all engineering and technical services necessary at no cost to AIR. If Supplier's repair, replacement, or reperformance still fails to meet the warranty requirements, Supplier shall refund all fees paid for the defective Goods or Services.

14.6 **No Third-Party Disclaimer.** Supplier remains fully responsible for all aspects of the Services and Deliverables, including any third-party components incorporated therein. Supplier may not disclaim liability for third-party materials incorporated into Services or Deliverables.

15 SUPPLIER PERSONNEL

15.1 Supplier shall assign personnel with the skills, experience, and qualifications appropriate to the Services. Upon AIR's written request, Supplier shall promptly remove and replace any personnel who are not performing satisfactorily or not maintaining professional conduct, at no additional cost to AIR.

15.2 Supplier shall, where applicable, carry out background checks and ensure all personnel hold any certifications required for the Services.

16 INDEMNITY

16.1 **By Supplier.** Supplier shall defend, indemnify, and hold harmless AIR, its officers, directors, employees, agents, successors, and assigns from all Losses arising from:

(a) any third-party claim arising from Supplier's or its personnel's negligent or more culpable acts or omissions in performing the Contract;

(b) any third-party claim arising from Supplier's violation of applicable law;

(c) any third-party claim for bodily injury, death, or property damage caused by Supplier's or its personnel's negligent or more culpable acts or omissions; or

(d) any third-party claim that any Service, Deliverable, or Good infringes or misappropriates any third party's intellectual property or other proprietary rights.

16.2 **Defense Participation.** AIR may participate in the defense of any claim for which it seeks indemnification with counsel of its own choosing at its own expense.

17 LIMITATION OF LIABILITY

17.1 **Consequential Damages Waiver.** Subject to Condition 17.3, neither party shall be liable to the other for any consequential, incidental, indirect, exemplary, special, or punitive damages (including loss of profit, loss of revenue, loss of data, or business interruption), regardless of whether such loss was foreseeable or the relevant party had been notified of the possibility of such losses.

17.2 **Liability Cap.** Subject to Condition 17.3, AIR's aggregate liability to Supplier under or in connection with the Contract (whether in contract, tort, negligence, or otherwise) shall not exceed the total Charges

paid and payable by AIR to Supplier in the 12 months immediately preceding the event giving rise to the claim.

17.3 **Exclusions.** The limitations in Conditions 17.1 and 17.2 do not apply to, and do not limit liability for:

(a) either party's indemnification obligations under Condition 16;

(b) either party's breach of confidentiality obligations under Condition 18;

(c) either party's fraud, gross negligence, or wilful misconduct;

(d) Supplier's breach of data protection obligations; or

(e) Supplier's breach of applicable laws.

18 CONFIDENTIALITY

18.1 Each party (Receiving Party) shall hold in strict confidence all Confidential Information disclosed to it by the other party (Disclosing Party) and shall not disclose it to any third party without the Disclosing Party's prior written consent. Disclosure shall be restricted to employees, agents, and subcontractors who need to know for the purpose of performing the Contract and who are subject to equivalent confidentiality obligations.

18.2 **Exceptions.** Confidentiality obligations do not apply to information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was known to the Receiving Party without restriction before disclosure; (c) is independently developed by the Receiving Party without using the Disclosing Party's Confidential Information; or (d) is rightfully obtained from a third party without restriction.

18.3 **Compelled Disclosure.** If the Receiving Party is required by law, court order, or governmental authority to disclose Confidential Information, it shall (to the extent legally permitted): (a) promptly notify the Disclosing Party to allow it to seek a protective order; (b) disclose only the portion legally required; and (c) use reasonable efforts to obtain confidential treatment.

18.4 **Customer Data.** Supplier shall collect and use Customer Data only as necessary to perform the Services. Supplier shall not share Customer Data with third parties without AIR's prior written consent. Any usage data (aggregated data about AIR's use of Services) may be used by Supplier solely to improve its products and services, provided it is fully de-identified and aggregated such that it cannot be attributed to AIR or any individual.

18.5 **Trade Secrets.** Nothing in this Condition prevents either party from disclosing a trade secret: (a) in confidence to a government official or attorney solely for reporting or investigating a suspected law violation; or (b) in a sealed court filing. If a party files a retaliation lawsuit for reporting suspected violations, it may use the other party's trade secrets in court proceedings provided relevant documents are filed under seal and disclosure is only made pursuant to court order.

18.6 This Condition 18 survives termination or expiry of the Contract.

19 DATA PROTECTION

19.1 Each party shall comply with all applicable data protection and privacy legislation in force from time to time in the UK, EU, USA, and any other jurisdiction in which the Services are performed or Goods are delivered.

19.2 Where Supplier processes personal data on AIR's behalf, the parties shall enter into a data processing agreement on terms acceptable to AIR before any such processing commences.

20 INSURANCE

20.1 Supplier shall maintain, for the duration of the Contract and for 6 years thereafter, at minimum the following insurances with reputable insurers (A.M. Best rating minimum A-VII), all primary and non-contributing:

(a) Commercial general liability: USD $1M per occurrence / USD $2M aggregate;

(b) Umbrella / excess liability: USD $5M per occurrence / USD $5M aggregate;

(c) Workers' compensation (or the local equivalent, including UK Employers' Liability compulsory insurance) at not less than the statutory minimum required in the jurisdiction where the Services are performed or Goods are delivered;

(d) Employers' liability: the greater of USD $1M or the statutory minimum required in the jurisdiction where the Services are performed or Goods are delivered;

(e) Professional indemnity: USD $1M per claim / USD $3M aggregate;

(f) Automobile liability: USD $1M combined single limit; and

(g) Cyber / privacy liability: USD $1M per occurrence / USD $5M aggregate.

20.2 Before Services commence and on request thereafter, Supplier shall provide AIR with ACORD certificates of insurance evidencing coverage amounts, policy numbers, expiry dates, AIR named as additional insured (except workers' compensation), and 30 days' notice of cancellation or material modification. Supplier bears all deductibles, waives subrogation rights, and requires its subcontractors to maintain equivalent coverage.

Note: Where an AIR Entity is organized in a jurisdiction that uses a different currency as its functional currency, the above amounts shall be the equivalent in that currency at the rate of exchange prevailing on the date of the Order.

21 TERMINATION

21.1 **For Convenience by AIR.** AIR may terminate the Contract, any SOW, or Order Form (in whole or in part) at any time without cause on not more than 30 days' written notice to Supplier. AIR's payment obligation upon such termination is limited to Charges for Services actually performed and Deliverables actually delivered and accepted up to the termination date. No termination fees, penalties, or other amounts shall be payable by AIR.

21.2 **Termination for Convenience — Supplier.** Supplier has no right to terminate the Contract for convenience.

21.3 **For Material Breach.** AIR may terminate the Contract with immediate effect by written notice if Supplier commits a material or persistent breach and (where remediable) fails to remedy it within 30 days of written notice.

21.4 **For Insolvency.** Either party may terminate the Contract immediately by written notice if the other party: (a) becomes insolvent or admits inability to pay its debts; (b) becomes subject to bankruptcy or insolvency proceedings; (c) is dissolved or liquidated; (d) makes a general assignment for the benefit of creditors; or (e) has a receiver, administrator, or trustee appointed over material property or business.

21.5 **For Force Majeure.** AIR may terminate the Contract immediately by written notice if a force majeure event prevents Supplier from supplying the Goods and/or Services for more than 20 Business Days.

21.6 **No Early Termination Fees.** No provision imposing termination fees, liquidated damages, or other penalties on AIR as a result of AIR exercising its termination rights will be effective.

22 CONSEQUENCES OF TERMINATION

22.1 Upon termination or expiry of the Contract:

(a) Supplier shall immediately deliver to AIR all Deliverables (completed or in progress) and return all AIR Materials. If Supplier fails to do so, AIR may enter Supplier's premises and take possession of them;

(b) Supplier shall promptly return or destroy (at AIR's option) all Customer Data and Confidential Information; and

(c) AIR shall pay only for Services performed and Deliverables delivered and accepted up to the termination date.

22.2 The accrued rights, remedies, obligations, and liabilities of the parties as at termination are not affected. Provisions that by their nature survive termination shall continue in full force and effect.

23 ETHICAL BEHAVIOUR AND COMPLIANCE

23.1 **Anti-Bribery.** Supplier shall comply with all applicable anti-corruption and anti-bribery laws, including without limitation the UK Bribery Act 2010, the US Foreign Corrupt Practices Act 1977, the Irish Criminal Justice (Corruption Offences) Act 2018, and the Canadian Corruption of Foreign Public Officials Act. Compliance is a material requirement of this Contract. Supplier represents that it has not, and will not: (a) pay, offer, or authorise corrupt payments to any person to obtain or retain business; (b) make facilitation payments; or (c) make improper gifts or contributions to government officials. "Government official"

includes employees of government-owned or controlled companies, public international organisations, and political parties.

23.2 **Export Control.** Each party shall comply with all applicable export and import laws and regulations, including EAR, ITAR, US Customs & Border Protection Regulations, and applicable sanctions regimes. Supplier shall ensure that no personnel with access to AIR's facilities, systems, or data appear on any denied parties list and shall promptly notify AIR if Supplier or its personnel becomes so listed.

23.3 **Modern Slavery.** Supplier shall comply with all applicable modern slavery and human trafficking legislation, including without limitation the UK Modern Slavery Act 2015 and the Canadian Fighting Against Forced Labour and Child Labour in Supply Chains Act. Supplier represents that it has in place adequate procedures to prevent slavery and human trafficking in its supply chain.

23.4 Supplier shall include equivalent provisions in all sub-contracts relating to this Contract.

24 ENVIRONMENTAL, HEALTH AND SAFETY

24.1 All Goods and Services shall comply with applicable Environmental and Health and Safety Law in the jurisdiction(s) where the Goods and/or Services are manufactured, delivered, or performed, including (where applicable) EU RoHS 2011/65/EU, EU WEEE 2012/19/EU, EU REACH Regulation (EC) No 1907/2006, UK REACH and the UK RoHS Regulations 2012, equivalent Canadian federal and provincial environmental legislation (including the Canadian Environmental Protection Act), and applicable national implementing legislation.

24.2 Supplier warrants that: (a) all Work furnished under the Contract complies with Environmental and Health and Safety Law; (b) Goods bear the CE mark, UKCA mark, or other conformity marking applicable in the jurisdiction of use; (c) no asbestos or CFCs are used without AIR's prior written approval; and (d) no restricted substances (including PBBs and PBBEs) are incorporated without written approval and certification of compliance.

24.3 Where Work is to be shipped to or performed in the United States, Supplier shall provide: (a) confirmation that all chemical substances are on the EPA TSCA list; and (b) all required Material Safety Data Sheets.

24.4 Supplier shall notify AIR within 45 calendar days of any change to the chemical composition of Goods that triggers a new or modified REACH declaration.

25 BUSINESS CONTINUITY AND AUDIT

25.1 **Business Continuity.** Supplier shall maintain a business continuity and disaster recovery plan tested at least annually, consistent with industry standards, covering backup and recovery of Services and Customer Data, and including prompt AIR notification of any service-impacting incident.

25.2 **Audit Rights.** AIR may audit Supplier's compliance with the Contract during the Term and for 1 year thereafter, on reasonable prior written notice and during normal business hours. If an audit reveals Supplier overcharged AIR, Supplier shall promptly refund the overcharge.

25.3 **Access Rights.** AIR's representatives, customers, and regulatory authorities shall have rights of access to Supplier's premises and any subcontractor's premises at any reasonable time to attend tests, carry out inspections, or check quality arrangements. Inspection does not constitute acceptance of any Goods.

26 GENERAL

26.1 **Force Majeure.** Neither party is liable for failure or delay caused by events beyond its reasonable control that by their nature could not have been foreseen or, if foreseeable, were unavoidable. The affected party must promptly notify the other and use commercially reasonable efforts to mitigate. AIR may terminate if a force majeure event prevents Supplier from performing for more than 20 Business Days.

26.2 **Assignment.** Supplier may not assign, transfer, charge, or subcontract all or any part of its rights or obligations without AIR's prior written consent. AIR may at any time assign, transfer, charge, subcontract, or delegate all or any part of its rights and obligations. No consent is required in connection with a change of control of AIR or any AIR Entity.

26.3 **Notices.** Notices shall be in writing and delivered personally, by a recognised national or international postal service (with signature or delivery confirmation), or by commercial courier, to the registered office, registered agent, or principal place of business of the relevant party. Notices are deemed received: if delivered personally, when left at the address; or if by post or courier, on the date recorded by the delivery

or tracking confirmation. For avoidance of doubt, notice under this Contract shall not be validly served by email unless expressly agreed otherwise in the Order.

26.4 Waiver and Cumulative Remedies. A waiver of any right is effective only if in writing. No failure or delay in exercising any right or remedy constitutes a waiver thereof. Rights are cumulative and do not exclude rights provided by law.

26.5 Severance. If any provision is found to be invalid, illegal, or unenforceable, it shall be deemed deleted to the extent required and the remaining provisions continue in full force and effect.

26.6 No Partnership. Nothing in the Contract constitutes a partnership, joint venture, agency, or employment relationship between the parties. The parties are independent contractors.

26.7 No Publicity. Supplier shall not use AIR's name, logo, or trademarks for any marketing, promotional, or publicity purposes without AIR's prior written consent for each specific use.

26.8 Restrictive Covenants. No non-solicitation, no-hire, or non-compete provisions shall be binding on AIR. Any such provisions proposed by Supplier are deemed deleted.

26.9 Third Parties. A person who is not a party to the Contract has no rights under or in connection with it.

26.10 Variation. Any variation to the Contract (including additional terms and conditions) is only binding if agreed in writing and signed by both parties.

26.11 Entire Agreement. The Order and these Conditions constitute the entire agreement between the parties and supersede all prior discussions, correspondence, and representations. Supplier shall not rely on any AIR statement made before the Contract was formed.

26.12 Governing Law. These Conditions, each Contract, and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law specified in Schedule 1 for the relevant AIR Entity. Each party irrevocably submits to the exclusive jurisdiction of the courts specified in Schedule 1 for the relevant AIR Entity, save in respect of the enforcement of any judgment.21.3. The parties expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (1980) (CISG) to these Conditions and each Contract. This exclusion applies regardless of the governing law specified in Schedule 1.

26.13 Supplier Location Changes. Supplier shall notify AIR in advance of any planned change in the facility undertaking the Contract or any material change in the process employed in delivery of the Services or Goods.

AUTOMATED INDUSTRIAL ROBOTICS

SCHEDULE 1 JURISDICTION SCHEDULE

The following governing law and jurisdiction provisions apply according to the AIR entity that issues the applicable Purchase Order:

For any AIR Entity registered and incorporated in the United Kingdom: These Conditions and each Contract shall be governed by English law. The parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

For any AIR Entity entity registered and incorporated in Ireland: These Conditions and each Contract shall be governed by the laws of Ireland. The parties submit to the non-exclusive jurisdiction of the courts of Ireland.

For any AIR Entity registered in the Untied States: These Conditions and each Contract shall be governed by the laws of the State of Delaware, without regard to its conflict of laws principles. The parties submit to the non-exclusive jurisdiction of the state and federal courts of Delaware.