

In these Conditions, “**Seller**” means Renishaw Neuro Solutions Limited; “**Buyer**” means a customer that places an order on Seller which is accepted by Seller; “**Goods**” means all items referenced on Seller’s order acknowledgement excluding Services; “**Equipment**” means the equipment provided by Seller as referenced on Seller’s order acknowledgement; “**Software**” means the computer programs whether on a PC or as part of or in connection with the Goods or separately supplied by Seller to Buyer; “**Licence**” means the Software licence embedded in the “about” section of the Software; “**Services**” means any installation, commissioning, calibration, testing, training, technical and expert support and advice as part of or in connection with the use of the Goods and other such services provided by Seller, as are referenced on Seller’s order acknowledgement and any written description or document which has been provided to Buyer (“**Services Specification**”); “**Deliverables**” means the output from any Services; “**Intellectual Property Rights**” means any patents, trade marks, registered designs and all applications for registration of them, trade secrets, copyrights or design rights or any right which is similar or analogous to any of these anywhere in the world; “**Incoterm**” means one of the sets of terms defined by Incoterms 2010; and “**Associate**” means any subsidiary, parent company or subsidiary of a parent company of either the Seller or the Buyer.

1. Making of Contract

A. Seller’s quotations are offers and therefore capable of acceptance. Buyer’s orders are not binding on Seller. These Conditions supersede any conditions in Buyer’s order. No other terms, conditions or representations about the Goods or Services shall apply unless specifically agreed by Seller in writing. No variation or waiver of these Conditions shall be effective unless agreed in writing and signed by parties. Unless expressly agreed, these Conditions do not apply to any order placed by Buyer and acknowledged by Seller under a separate written and signed supply agreement.

In the absence of a written sales agreement executed by Seller and Buyer, these Terms are the exclusive terms of sale. Seller’s quotations are submitted on these Terms and are not offers capable of acceptance. All offers by Seller to sell Goods or provide Services are expressly conditioned on Buyer’s assent to and acceptance of these Terms. Seller’s processing of any order is expressly conditioned on Buyer’s assent to and acceptance of these Terms, including all provisions of the Terms that are different from or in addition to any purported terms and conditions of the order. Any additional, different or other terms and/or conditions contained in any purchase order, document, website or other communication by or from Buyer are hereby objected to and rejected by Seller. If not previously accepted in writing, Buyer accepts the Terms by accepting delivery of the Goods or Services.

B. A contract shall only come into existence on the date Seller issues a written order acknowledgement on these Conditions and the “**Contract**” means the written order acknowledgement, any other terms or documents referenced on the order acknowledgement and other terms incorporated by these Conditions.

C. The Goods or any part of them are sold subject either to: (i) the “FCA (sellers’ premises)” Incoterm; or (ii) another Incoterm referenced on Seller’s order acknowledgement; and the relevant Incoterm shall be incorporated into the Contract. If there is any inconsistency, the order of precedence shall be (i) any other terms or documents referenced on the order acknowledgement, (ii) these Conditions, and (iii) the Incoterm.

D. Buyer’s cancellation of an order after Seller’s acceptance is a breach of contract. The Buyer agrees that where Seller is providing the Goods, Services or any part thereof to Buyer’s specification or customized to Buyer’s needs, Seller will suffer losses as a result of such breach. If Buyer cancels the order after acceptance, Buyer agrees to pay Seller for all Seller’s work done to fulfil the order and other unavoidable costs incurred, as at the date of cancellation, payable in accordance with Seller’s invoice for such costs.

E. Where the Contract requires Buyer to open a letter of credit or pay the whole or part of the price for the Goods or Services before the due delivery date, any failure to comply will entitle Seller to treat the Contract as cancelled by Buyer, and Seller may invoice for the amounts in 1D above.

F. By using the Software, the Buyer agrees to the terms of the Licence and to use the Software only for its intended purpose. The Licence excludes computer programs licensed to Buyer by a third party. If there is any inconsistency the Licence shall prevail over these Conditions.

2. Prices and Payment

A. Unless otherwise agreed in writing or provided for in the relevant Incoterm all prices quoted are exclusive of any applicable value added tax.

B. Seller shall charge the Good’s delivery and insurance cost to Buyer as a separate line item in the invoice.

C. Seller shall invoice Buyer for the Goods upon delivery and unless otherwise agreed in writing, Buyer shall pay all Seller’s invoices in full (in cleared funds) not later than 30 days from the end of the month in which the invoice is dated.

D. Seller may charge interest on overdue sums at the higher of the statutory amount that Seller is entitled to claim for late payments and 4% per annum above Lloyds Bank’s base rate, accruing on a daily basis until payment is received, after as well as before any judgment for such sums.

E. All amounts due shall be paid in full without any set-off, counterclaim, deduction or withholding.

3. Delivery and Acceptance

A. Seller shall arrange for the shipment of the Goods on behalf of and at the risk and expense of the Buyer.

B. Delivery shall be in accordance with the relevant Incoterm.

C. Delivery dates are estimates only and the time of delivery is not of the essence of the Contract. Seller or its Associate are not liable to compensate Buyer in damages or otherwise for non-delivery or late delivery of the Goods, Services, or any part of them, for whatever reason.

D. If Seller or its Associate cannot deliver the whole or part of any Goods or Services because of any cause which is not reasonably within Seller’s control, the time of delivery shall be extended by a period equal to that during which the cause delaying delivery exists.

E. Seller or its Associate or their subcontractor may deliver the Goods in whole or in part and delivery of part of the Goods shall not void or affect the Contract.

F. Seller and/or its Associate shall install Equipment on the date mutually agreed between Buyer and Seller. As part of such installation, Seller and/or its Associate will work with Buyer to simulate usage in a phantom setting, verify accuracy, and ensure compatibility with the Buyer’s surgical and imaging devices. Buyer shall cooperate with Seller to arrange access to premises for the installation.

G. At any time prior to installation Buyer shall have an opportunity to inspect the Equipment and following installation Buyer will be asked to sign installation and training reports to indicate Buyer’s acceptance of the Equipment, which includes acceptance of the terms of the Software Licence.

H. Excluding Equipment, for orders comprising Goods or Services only, or Services delivered later than the Goods to which they relate, acceptance of the Goods or Services will be deemed to take place on the earlier of 7 days after the date of delivery and when the Goods or Deliverables are put into use. For orders comprising Goods and Services which are to be supplied at the same time as the Goods, acceptance of the Goods and Services will be deemed to take place on the date the Seller provides the Deliverables.

I. If, before acceptance, Buyer establishes to Seller’s reasonable satisfaction that the Goods are not in accordance with the Contract, Buyer’s sole remedy shall be limited, at Seller’s option, to the replacement of the Goods with a similar or equivalent product existing on the market at the time of the replacement; or refund of the purchase price against the return of the Goods.

J. Goods which have been used clinically or in contact with patients SHALL NOT BE RETURNED WITHOUT THE PRIOR WRITTEN CONSENT OF THE SELLER AND SUBJECT TO BUYER ADHERING TO SELLER’S SAFETY PROTOCOL.

4. Property and Risk

A. Risk of loss of or damage to the Goods shall pass to Buyer at the time specified by the relevant Incoterm.

B. Property in the Goods shall not pass to Buyer until all sums due to the Seller in respect of the Goods have been paid. Subject to Condition 3J, if Buyer does not pay for the Goods or Services on time then Seller shall be entitled to the immediate return of the Goods and Deliverables (or the documents of title to them) and Buyer hereby irrevocably authorises Seller to recover the Goods or Deliverables and to enter any premises of Buyer for that purpose. Demand for or recovery of the Goods or, Deliverables by Seller does not affect Seller’s other legal rights.

5. Buyer’s Default

A. Seller may, at its option, cancel or withhold all further deliveries under the Contract if Buyer: (i) does not pay any sum due under this or any other contract between Seller and Buyer on time; (ii), enters into liquidation or if an administrator or receiver or administrative receiver is appointed over all or part of its undertaking, property or assets; (iii) enters or offers to enter into any arrangement or composition with his or its creditors; (iv) suffers anything similar or analogous to any of these events under the laws of any jurisdiction in which Buyer is incorporated, resident or carries on business; or (v) materially breaches the principles upheld at sections A, B3, B5 and B8 of the Renishaw Group Business Code; which is available at www.renishaw.com and incorporated by reference as if fully laid herein.

B. Buyer shall immediately give notification to Seller should any of the events in (ii)-(v) above apply.

6. Defects

A. Subject to Conditions 6E and 6H, Seller or its Associate will make good, by repair or, at its option, by the supply of a replacement, defects which under normal care and use appear in Goods, and which arise solely from faulty materials, workmanship or nonconformities with the Goods’ instructions for use within the period specified in Condition 6B or such time as specified in Seller’s order acknowledgement, tender offer or documentation accompanying the Goods (“**Warranty Period**”).

B. The Warranty Period for:

(i) Equipment, shall be 12 months from the date after the Buyer signs the installation and training report referred to in Condition 3G above;

(ii) single-use Goods, shall be 12 months from the date of delivery;

(iii) reusable Goods made safe by reprocessing methods; shall be 12 months from the date of delivery providing that the Goods have not been sterilised beyond the number of cycles permitted in the instructions for use;

(iv) Software pre-installed in a PC or laptop or any other Goods not described in subclauses (i) to (iii) above; shall be 12 months from the date the of delivery.

C. Where repair or replacement of the Goods is not possible or will not fully remedy the problem, Seller or its Associate shall reserve the right to remove the Goods from the Buyer’s premises and transport it to another location to carry out further assessments. Seller shall use all reasonable endeavours to return the repaired or replaced Goods as soon as possible. The repair or replacement shall not benefit from any warranty and therefore the Warranty Period shall remain unaltered. Seller shall perform service tests and diagnostics at Buyer’s premises to confirm that, following the installation of the repaired/replacement parts, the Goods are functioning in conformance with the instructions for use.

D. No warranty is given that Software shall be bug or error-free.

E. Seller is not liable for third party goods or Software that are stand-alone or supplied at the direction of the Buyer.

F. Seller is not liable for any failure of the Goods to comply with the Specification which is attributable to the design provided by the Buyer.

G. If Buyer notifies Seller within 90 days that any of the Services or Deliverables have not been provided using reasonable care and skill or do not materially meet any Services Specification after delivery, Seller shall re-perform the relevant Services within a reasonable time of notification.

H Seller is not liable to Buyer for any defect unless Buyer immediately gives Seller written notice of the alleged defect with full particulars of the operating conditions under which it became apparent and, subject to Condition 3J above, returns the Goods or relevant part or Deliverable carriage paid to Seller’s works.

I. Any items returned to Seller are at Buyer’s risk.

J. Where installation and commissioning are not required, repaired or replacement items will be despatched carriage paid by Seller to the original address of delivery.

K. During the Warranty Period or for the duration of any maintenance Services the Buyer shall:

(i) ensure that the Goods are kept in suitable premises and maintained under suitable conditions, as specified in the instructions for use;

(ii) permit only personnel trained by Seller or its Associate to use the Equipment or Software;

(iii) not allow any person other than the Seller or its Associate to alter, calibrate, modify, adjust or relocate the Equipment or update the Software;

(iv) use the Goods only for their Intended Purpose and in accordance with the training materials and instructions for use;

(v) not use the Goods with spare parts, products, materials, equipment, interfaces, control units or software which are not supplied, recommended or approved in writing by the Seller or contemplated by the instructions for use;

(vi) prevent the Goods from being damaged, misused, neglected, or not properly cleaned and stored after use;

(vii) not alter or remove the Goods’ label, unique device identifier (UDI), marks or numbers without the manufacturer’s or Seller’s prior written authorisation;

(viii) avoid damaging the Goods as a result of their use or operation after any defect in them has become apparent or due to a failure or fluctuation of electrical power, environmental systems or the wearing of consumable items;

(ix) at all reasonable times permit full and free access to Buyer’s site and to the Equipment to the Seller and its Associates, their employees, contractors and agents, and provide them with any information that is reasonably requested, adequate and safe working space, and any telecommunications facilities as are reasonably required to enable the replacement work required under Conditions 6A and 6C above or to rework the Services under Condition 6G or to provide other Services agreed under the Contract;

(x) not use the Goods in a way that breach third parties’ intellectual property rights;

(xi) take any steps reasonably necessary to ensure the safety of the Seller’s personnel when attending the Buyer’s site; and

(xii) refrain from using the Goods if any malfunction becomes apparent and it would be likely to cause or contribute to the death of a patient, user or other person, or to a serious deterioration in their state of health, and promptly report any malfunction in accordance with Condition 7 below.

L. Seller is not liable, whether in contract, tort or otherwise, for any defect, damage to or reduced performance of any part of the Goods or Deliverables, or any Equipment being maintained as part of the Services (“**Maintained Items**”), or for any direct or indirect losses, and Conditions 6A, 6B and 6G cease to apply if, after delivery, the Goods, Deliverables or Maintained Items have been used in contravention to Condition 6K above.

M. Seller’s decision on all matters governed by this Condition 6 and in particular (but without limiting the foregoing) as to the nature and cause of any defect or malfunction, shall be conclusive, and binding on Buyer.

7. Reporting

A. In addition to any reporting obligations to federal, state, and local regulatory authorities in the country where the Buyer is located (“**Competent Authority**”); the Buyer shall inform in writing to the Seller, manufacturer or importer on record (details of which are provided with the Goods or accompanying documentation) without delay of:

(i) any failure, malfunction or deterioration in the characteristics and/or performance of the Goods;

(ii) any inadequacy in the manufacture, design, labelling or the instructions for use of the Goods; and/or

(iii) user error which, directly or indirectly, might lead to or might have led to the death of a patient, user or other person, or to a serious deterioration in their state of health (a “Report”).

B. The Buyer shall provide such assistance and supporting information as the Seller or manufacturer reasonably requests in respect of the subject matter of any Report.

C. If the Buyer notifies any Competent Authority of any issues regarding the Goods, then the Buyer shall without delay provide the Seller or manufacturer with full details of such notice.

D. If a Competent Authority wishes to conduct an investigation in respect of the Goods and the Seller or manufacturer requests that the Buyer assist with such investigation, then the Buyer shall comply with any reasonable requests for information from the Seller or manufacturer.

8. Performance of Services; and Use and Disposal of Goods

A. Buyer shall:

(i) co-operate with the Seller in all matters relating to the Services;

(ii) provide Seller and its representatives with access to Buyer's premises as reasonably required to provide the Services;

(iii) provide such materially accurate information and materials as Seller may reasonably require to supply the Services;

(iv) inform Seller of all health and safety rules and regulations and any other reasonable security requirements that apply at Buyer's premises;

(v) undertake such work necessary to prepare Buyer's premises for the supply of the Services, in accordance with Seller's reasonable instructions; and

(vi) be solely responsible for assessing and meeting all legislative and recommended health and safety conditions at Buyer's premises to enable provision of the Services.

B. Where the national legislation on waste electrical and electronic equipment in the country to which Seller ships the Goods permits Seller to delegate such responsibility to Buyer, Buyer shall be responsible for the disposal of the Goods in compliance with the national legislation, at its own cost. Where Seller is not so permitted, Seller shall be responsible for safe disposal of the Goods in compliance with the relevant national legislation, at its own cost.

C. Anything herein to the contrary notwithstanding, and to the extent not otherwise legally prohibited, the Seller shall have the right to receive, hold, withdraw, extract, and store necessary electronic log files from Equipment or Software; which files may contain and involve the processing of personal data, as reasonably required to provide the Services. The Buyer hereby acknowledges and agrees that such log files and personal data may be processed by the Seller for maintenance and repairs to the Goods, to perform Services or pursuant to Seller's Reporting obligations to Competent Authorities.

9. Intellectual Property Rights

A. Nothing in this Agreement changes the ownership of any pre-existing Intellectual Property Rights.

B. Intellectual Property Rights in the Goods and Software are and shall remain the property of Seller (or its Associate or licensor) and unless otherwise agreed in writing Buyer is licensed to use the Software only for its intended purpose.

C. Condition 9D applies where a claim is made against Buyer that any part of the Goods or any use of the Goods for their intended purpose, infringes the Intellectual Property Rights of any person except where (i) Buyer has allowed the Goods to be altered or (ii) the Goods have been used as set out in Conditions 6K(v) and (x), and in either such case the claim would not have arisen if such alteration or use had not occurred.

D. Provided that Buyer gives Seller prompt notice in writing of any claim of the type referred to in Condition 9C and allows Seller (if it so wishes) the entire control of the defence and settlement of the claim, Seller will pay any costs and damages awarded against Buyer in proceedings brought upon the basis of any such claim.

E. If any claim of the type referred to in Condition 9C is made or is in the opinion of Seller likely to be made, then either (i) Seller shall be entitled to procure for the benefit of Buyer a licence to use the Goods and/or Software for their intended purpose, or to modify or replace the Goods so as to avoid infringement without materially diminishing their utility for their intended purpose; or (ii) if the remedies in this Condition E(i) are in the opinion of Seller not practicable at reasonable cost, Seller shall be entitled to require Buyer to sell the Goods to Seller at the original price after deducting an allowance for depreciation on a straight line basis over the useful life of the Goods, as reasonably determined by Seller.

F. Seller shall have no liability in respect of the alleged infringement of any Intellectual Property Rights other than as specified in this Condition 9.

G. All drawings, samples of the Goods, materials, specifications and other data supplied by Seller (“Materials”) and all Intellectual Property Rights in them shall remain the property of Seller and, except where they have already been placed in the public domain by Seller, Buyer shall keep the Materials confidential and shall not use them for any purpose other than that for which they were supplied. Buyer shall destroy or return the Materials to Seller immediately upon Seller's request and in any event, promptly upon Buyer's requirements for the Materials having been satisfied.

10. Limitation of Liability

A. THIS CONDITION SETS OUT SELLER'S TOTAL LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, MISREPRESENTATION OR OTHERWISE ARISING UNDER OR IN CONNECTION WITH THE CONTRACT.

B. All warranties, conditions and terms implied by law are excluded to the fullest extent possible.

C. Nothing in these Conditions excludes or limits Seller's liability for death or personal injury caused by Seller's negligence, or for fraud or fraudulent misrepresentation, or for any other matter in respect of which it would be unlawful for the Seller to exclude or restrict its liability.

D. Subject to Condition 10B and 10C, above Seller's total liability in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise arising under or in connection with the Contract is limited to USD\$50,000 or the total price paid by Buyer under the Contract, whichever is lesser. Further, and subject to such total liability:

(i) Seller's liability for defects is limited to the obligations in Conditions 3I and 6;

(ii) Seller's liability for breach of obligations under Condition 6 is limited to the price of the relevant part of the Goods or Services in question;

(iii) Seller's liability for Intellectual Property Rights claims is limited to the obligations in Condition 9;

(iv) Seller's liability for damage to tangible property is limited to making good or replacing damaged property;

(v) Seller is not liable for any direct or indirect loss of profit, revenue, data, contracts, business, or goodwill, or for any indirect or consequential loss, or any claims of third parties; and

(vi) Seller is not liable for any claim unless (a) full details of the claim have been given to Seller within 1 month of the matters giving rise to the claim becoming known to Buyer, and (b) legal proceedings in respect of the claim are begun within 12 months of that date.

11. Buyer's Indemnities

Buyer shall indemnify Seller against all liabilities, losses, actions, suits, claims, demands, charges, interest, costs and expenses which Seller may suffer or incur in connection with any claim by any third party, alleging facts which, if established, would indicate a breach of this Contract by Buyer.

12. Export Control

Buyer shall not export the Goods from the country where they were originally supplied without the prior written consent of the Seller (consent not to be unreasonably withheld or delayed).

13. Data Protection

Both parties will comply with all applicable legislation in respect of the processing of personal data in connection with the provision of the Goods and/or Services.

14. Proper Law

The Contract and any dispute or claim arising from or in connection with it (whether contractual or non-contractual) shall be governed by and interpreted in accordance with Illinois law without regard to conflict or

choice of law principles, and Buyer irrevocably submits to the exclusive jurisdiction of the state and federal courts of Illinois, but Seller may enforce the Contract in any jurisdiction.