

GENERAL TERMS OF CONTRACTS FOR SALE AND/OR THE PROVISION OF SERVICES

– "Renishaw" sp. z o.o.

The terms below shall be understood as follows in these General Terms of Contract:

"Terms" - the Renishaw sp. z o.o. General Terms of Contract and/or on the Provision of Services,

"Contract" means an agreement between Seller and Buyer, valid only if made in writing, whose object is one or a combination of: the sale of Goods and/or the provision of Services (including Software), the Contract may be entered into by written confirmation (or be deemed invalid) of acceptance of the order by Seller and also covers any other terms or documents listed in the order confirmation and other terms included in these Terms. Where the Terms provide for written confirmation or representation on the part of Seller, this shall be construed as invalidity unless made in writing.

"Seller" means "Renishaw" sp. z o.o. whose registered office is Warsaw (02-823), ul. Osmańska 12, entered in the register of companies at the National Courts Register kept by the District Court of Warsaw City in Warsaw, XIII Economic Division of the National Courts Register, registration number KRS 0000120600, registered for VAT No. 5272374792, with a registered capital of PLN 600,000.00.

"Buyer" means a customer proposing a Contract which is accepted by Seller by written confirmation, or a customer which is party to the Contract,

"Goods" means the equipment/hardware (including integrated Software - firmware) specified in the written confirmation of Contract (excluding Services) issued by Seller ("**Specifications**") and the documents setting out the proper use of the Goods ("**User Documentation**").

"Hardware" means the hardware supplied by Seller referred to in Seller's order confirmation, including in particular, but not limited to, firmware and related technological solutions,

"Services" means any: a) installation, commissioning, calibration services, programming of a part and maintenance of the Goods, and training related to the Goods, b) other services agreed between the Parties and specified in Seller's written order confirmation and in any written description or specification provided to Buyer ("**Service Specifications**") and documents setting out the proper use of the Services ("**Service Documentation**").

"Deliverables" means products provided with any Services (or the results of Services) referred to in Seller's order confirmation or the Service Specifications, **"Software"** means computer software supplied by Seller to Buyer as part of or in relation to the Hardware or separately, being the subject to licences/sublicences issued by Seller to Buyer ("Licence") included in the documents attached to the Software (irrespective of whether or not they have been signed by the party) or included in the Software, but not including computer software for which Buyer has obtained licences from third parties, and unless otherwise agreed in writing, the licence is only issued to Buyer for the use of the Software for its intended purpose.

"Licence" means a licence issued by Seller to Buyer and accessed by the Software which determines the scope, conditions and limitations on the use of the Software by Buyer and the obligations of Buyer by any form or means,

"Intellectual Property Rights" means any personal or property rights arising exclusively under the law or the provisions of contracts whose object is the registration or non-registration of inventive designs, patterns, trademarks, geographical designations or other distinguishing or individualising designations, works, neighbouring rights, databases or other subjects of exclusive rights, registered designs and any applications for the registration of such, copyright or utility models or any similar or analogous rights anywhere in the world;

"Incoterms" means a form from the Incoterms 2020 collection of trading forms.

1. Terms. Making of Contract

A. The terms are applicable to all Contracts and are an integral part thereof. No variation or waiver of the Terms shall be effective unless made in writing in order to be valid and are signed by an authorised representative of each Party. If the contents of the Contract contradict these Terms, the provisions of the Licence Agreement shall prevail over these Terms and the Contract in the case of any discrepancy.

B. All information, price lists, specifications or any other description of goods, services or computer software, designs, drawings, documents or other materials which are technical, technological, commercial, organisational, creative, financial, personal, marketing or distribution-related by nature or which have economic value for Seller made available generally, to individuals or to Buyer (regardless of their content, form, format, method or means of recording, reproduction or distribution) shall not constitute an offer on the part of Seller (including electronic offers) in the meaning of the Civil Code, including in situations where they make reference to the Terms ("**Materials**").

C. Price offers by Seller shall be put forward on the basis of these Terms, but shall not constitute offers subject to acceptance. Buyer's orders are not binding on Seller. A Contract is only made on the day on which it is signed by the authorised representatives of the parties or when Seller issues an order pursuant to these Terms and shall be invalid if not made in writing Offers to enter into a Contract (including model contracts) made by Buyer (including electronically) shall not be binding on Seller without Seller's prior written agreement with their

contents and their incorporation into the contents of the Contract. There shall be no implicit or tacit acceptance by Seller of offers made by Buyer. These Terms shall replace and rule out any other standard or general terms set out in proposals to enter into a Contract (including model contracts) by the Buyer or third parties. Any other conditions or declarations relating to the Goods or Services shall be deemed invalid unless Seller has explicitly consented thereto in writing.

D. The Goods or any part of them are sold: (i) Incoterms "ex works"; or (ii) subject to other Incoterms as specified in the contract; the relevant Incoterms shall be included in the Contract. In case of discrepancy, the order of priority shall be as follows: (i) any conditions or documents referred to in the Contract, (ii) these Terms and (iii) Incoterms.

E. Cancellation of orders by Buyer (including termination or withdrawal) after Seller's written acceptance shall constitute breach of the Contract. Parties agree that if Seller supplies Goods, Services or parts thereof in accordance with an individual specification submitted by Buyer (under a special, individual order), Seller shall bear the losses arising from such an infringement. If Buyer cancels an order (withdraws from the Contract) after its acceptance by Seller (or the Contract is terminated), Buyer shall pay Seller for all Works performed by Seller in fulfilment of the order and other costs necessarily incurred as of the date of annulment (termination or withdrawal), including any costs of transportation and storage as may be chargeable under Seller's invoice for such costs.

F. If the Contract requires Buyer to open a letter of credit or to pay for all or part of the Goods or Services before the date of delivery, any failure to meet the payment deadlines shall entitle Seller to believe that Buyer does not intend to perform under the Contract and has cancelled or withdrawn from it, and Seller may issue an invoice for the payments referred to in clause 1E above. The aforementioned notwithstanding, late payment by Buyer shall also incur: (i) the automatic extension (by the time of the delay) of the deadlines for Seller to perform its obligations, (ii) suspension of commencement by Seller of the performance of its obligations until the contractual payment date.

2. Prices and Payment

A. Unless otherwise agreed in writing, or provided for in the relevant Incoterms form, all prices quoted are: (i) "ex works" for Goods from Seller's works, (ii) exclusive of VAT at the rate applicable on the date on which the accrued tax liability arises and (iii) subject to change and may be replaced by those to which Seller was subject on the date of the supply.

B. The price of the Goods includes all Seller's obligations under the relevant Incoterms.

C. Unless otherwise agreed in writing, Buyer shall pay all Seller's invoices in full within 30 days of the invoice date. The price shall be deemed paid on the day it is credited to Seller's account. Title in the Goods, Hardware, Services and Products supplied and in the Licence shall not be transferred to Buyer before the date of full payment of the entire price by Buyer to Seller.

D. Seller may apply the maximum statutory interest for late payment for the period of the delay, and compensation for the costs of recovery of the payments due in the meaning of the Act on Preventing Undue Delays in Commercial Transactions. This provision shall not exclude, limit or suspend any statutory claims or entitlements of Seller arising in respect of late payments.

E. Unless otherwise agreed in writing, Buyer shall pay all sums due in full, with no right to discounts, withhold payments or set off any receivables in respect of the Seller against any receivables of Seller in respect of Buyer, including those covered by the Contract. Furthermore, unless otherwise provided for in the Contract, Buyer may not transfer (cede) any receivables under the Contract to a third party without the agreement of Seller, which will be valid only if made in writing.

3. Delivery and Acceptance of Goods

A. All delivery dates are only estimates, and the time of delivery shall not be regarded as a precise deadline. Deadlines for the delivery of Goods and/or Services are only binding if specified in Seller's written confirmation of Contract. Any deadlines specified other than within such confirmation (and particularly in the Materials or proposals to enter into a contract submitted by Seller) shall not be binding. Seller is under no obligation to compensate Buyer for any damage or in any other way for the non-delivery or late delivery of Goods, Services or part thereof for any reason or in relation to any direct or indirect losses.

B. If Seller is unable to deliver all or part of the Goods and/or Services within the deadline specified in clause 3A sentence two, for any reason for any reason which is beyond the reasonable control of Seller, including any delays directly or indirectly due to (or arising from government restrictions in relation to) Brexit, the Covid-19 pandemic, force majeure (per clause 11A), a random occurrence (an unforeseeable event which cannot be avoided even with the greatest diligence, including an occurrence caused by human action or negligence), lack of availability of Goods and/or Services or a temporary inability to supply, for which Buyer or external subcontractors are at fault, the delivery deadline shall be postponed by a period equal to the period of the occurrence of such cause. If this condition applies, Seller shall deliver and Buyer shall take and pay for such part of the Goods and/or Services as Seller is able to deliver in accordance with the Contract after the cause or force majeure event has passed.

C. Seller has the right to deliver Goods and/or Services at its discretion in whole or in part (including batches) and in accordance with the Goods and/or Services Specifications it has defined (including in relation to their type and/or quantity), unless the parties explicitly agree otherwise. In each case of part-delivery (including delivery in batches), each part/batch of the delivery shall be deemed performance under the Contract with regard to that delivery and settled and that part invoiced individually, and the cancellation of a shipment or batch of the delivery shall not invalidate contracts relating to other shipments and batches of the delivery and shall not affect it.

D. Goods or any part/batch thereof shall be delivered under Incoterms "ex works", unless stated otherwise in the written Contract confirmation issued by Seller.

E. Where Buyer is under an obligation to collect the Goods from Seller, it shall do so from the registered office of Seller within 7 days of receipt of Seller's notice that the Goods are ready for collection, otherwise, Seller may charge Buyer for its costs associated with Buyer's failure to collect within this time, including the costs of storing and properly securing the Goods. If Seller has arranged shipment of the Goods, Buyer shall be deemed to have received those goods unless it informs Seller in writing of the non-delivery of the Goods before the invoice due date for those Goods.

F. Buyer shall inspect the Goods upon receipt and inform Seller of any defects before accepting them. Failure to do so shall invalidate any guarantee under the sale (including quality guarantee). Should any defects manifest themselves at a later stage, Buyer shall inform Seller thereof within 10 days discovering them. If the Goods are shipped to Buyer via an intermediary carrier, Buyer shall, in addition to the above obligations, do everything necessary to establish the liability of the carrier if it claims that the loss, faultiness, destruction or damage to the goods occurred during shipping.

G. If it is agreed in writing that the Goods are sold subject to prior checks on the part of Buyer, such checks shall take place at the registered office of Seller, and after the checks have been carried out by Buyer or his representative and the Goods have been approved (or if the deadline for the checks has passed without the checks being carried out), it shall be assumed definitively that the Goods conform with the Contract and have been accepted, and the Condition set out in clause 3.1 below shall not apply to these Goods.

H. In the case of Contracts for Goods and Services provided after the delivery of the relevant Goods, acceptance of the Goods or Services shall take place no later than 7 days after the date of the delivery of the Goods and the completion of the Services (supply of Deliverables) on the basis of an acceptance report. In the case of Contracts for Goods and Services provided upon delivery of Goods subject to the acceptance of Goods and Deliverables, performance shall be deemed complete on the day Buyer signs Seller's installation report.

I. If before acceptance of the Goods, Buyer demonstrates and objectively proves to Seller's satisfaction that the Goods do not conform with the Contract, Buyer may request replacement of the Goods or a refund for the return of the Goods, provided that Seller is given choice of the course of action. Subject to the mandatory requirements of the law, Seller's liability for defects in the Goods shall in such cases be limited to the above rights of Buyer.

J. If Buyer fails to inform Seller in writing that it does not accept the goods the Goods prior to the payment date of the invoice for the delivered Goods, Buyer shall be deemed to have accepted the delivered Goods as conforming with the Contract.

4. Ownership and risks, use of the Goods

A. Seller shall retain ownership of the Goods and Deliverables until full payment of the price of the Goods and Services. If Buyer fails to pay for the Goods and Services on time, Seller shall have the right to require the immediate return of the Goods and Deliverables (and/or their ownership documents)/the Service outcomes (if any) at the cost and risk of Buyer, and Buyer shall carry out such return within 7 days of receipt of the request and thereby irrevocably authorises Seller to recover the Goods and Deliverables as Service outcomes, and documents, and to enter Buyer's premises for this purpose. Failure to return these in their entirety or in part by the specified deadline shall entitle Seller to take possession of the Goods, the Deliverables/Service outcomes at Buyer's cost and risk, and to enter premises on which Buyer carries on his activities, to inspect the Goods, the Deliverables/Service outcomes, to dismantle/remove and secure them and take them from Buyer, and said actions shall not waive, infringe or limit any claims or rights on part of Seller. Until the transfer of legal title in the Goods (including delivered Products/Service outcomes), Buyer shall:

(i) keep the Goods separate from all other goods in its possession of in such a way that Seller can easily identify them as its property; (ii) not remove, not destroy and not obscure any identifying marks, numbers or packaging on or relating to those Goods; and (iii) keep those goods in satisfactory condition and insured.

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

5. Buyer's Default

A. Seller may at his own discretion cancel or suspend all supplies of Goods under the Contract in whole or in part in the following circumstances, or if such circumstances are reasonably suspected: (i) if Buyer does not make the entire or part payment due under the Contract or any other agreements between Seller and Buyer by the specified deadline; (ii) if Buyer's performance under the Contract appears doubtful in view of Buyer's financial situation, in

particular if Buyer has become insolvent (including provisionally) or is threatened with insolvency; (iii) if the liquidation of Buyer or proceedings to strike Buyer from the relevant register or record (even if no liquidation proceedings are carried out) have been instituted which are not part of insolvency proceedings,

(iv) enforcement proceedings have been commenced against Buyer for a sum exceeding the agreed price set out in the Contract, (v) if one of the terms of the Contract is that Buyer open a letter of credit or pay all or part of the cost of the Good or Service before its delivery or provision and Buyer fails to or fails to fully fulfil this condition before the date of delivery or provision, (vi) Buyer is a natural person and dies (vii) an event similar or analogous to any of the above events occurs in accordance with the laws of any jurisdiction where Buyer has a registered office.

B. Buyer shall immediately notify Seller of any of the events in described in clause 5A above, and in the case of death, Buyer's representatives shall give such notification.

6. Quality guarantee for Guaranteed Goods

A. Seller shall give Buyer a quality guarantee for the Goods, parts of Goods or Products supplied/Service outcomes or any Equipment received as part of the Service supplied and received ("Guaranteed Goods") with regard to their proper operation in accordance with the User Documentation (with the exception of guarantees of speed or operation), for defects occurring during the guarantee period subject to proper use. The guarantee shall only cover the territory of the Republic of Poland (excluding any such territory outside the administrative borders of the country). Subject to clauses 6B and 6G, Seller shall remedy defects (by repairing or replacement, at its discretion) which appear in the Guaranteed Goods with proper use for a period of:

(i) 12 months, or
(ii) 15 months, if Buyer is a manufacturer of hardware for resale together with Hardware as an integral part of the manufacturing Buyer's hardware or if he buys the Hardware for resale in new and unused condition; or
(iii) for the period specified by any other guarantee period for the Goods or components thereof which is specified in the Contract or the User Documentation. If the Guaranteed Goods or part thereof have a shorter useful life the guarantee period shall cover the useful life.

The guarantee period shall commence with (i) the dispatch of the Goods or (ii) if the goods are installed by or on behalf of Seller, the date on which the installation / acceptance report is signed by Buyer and Seller or (iii) any other date specified in the Contract or the User Documentation ("the guarantee start date") and shall apply only to defective materials of manufacturing defects. If in the performance of its obligations Seller has provided Buyer with a defect-free device/part to replace the faulty device/part or made substantial repairs to the device/part covered by the guarantee, the guarantee period shall recommence from the time of the supply of the fault-free device/part or the return of the repaired device/part. If Seller has replaced part of the equipment, the above provision shall apply to the replacement part. In other cases the guarantee period shall be extended by the time for which Buyer was unable to use the equipment as a result of a defect in the item under guarantee.

The guarantee may be extended by the purchase of an extended guarantee for 12 months or 24 months following the expiry of the guarantee period described above. The extended guarantee shall only cover elements specified on Seller's invoice and having the serial number indicated. An extended guarantee shall come into effect on the basis of an order placed by Buyer within 3 months of the date of sale confirmed by Seller in writing in order to be valid. Buyer shall pay Seller for the extended guarantee at the rates specified in the order accepted by Seller. Failure to make payment on time shall result in the guarantee not being extended.

B. The guarantee shall only cover defects in the Guaranteed Goods arising for reasons related to the Goods themselves during the guarantee period. The guarantee shall not cover: Custom Goods or consumables for Guaranteed Goods. For the Guarantee to be valid, periodic inspections shall be carried out throughout the guarantee period in accordance with the maintenance instructions in the User Documentation and proper records of such inspections. Seller shall not be contractually, criminally or otherwise liable for any defect, damage, or loss of performance of any part of the Guaranteed Goods or any direct or indirect losses, and clauses 6A and 6H shall be invalid if after delivery, the Guaranteed Goods:

(i) were not used in accordance with the purpose or with the characteristics defined in the User Documentation, and specifically in the manufacturer's or Seller's user instructions;
(ii) were not transported, unloaded, installed, set up, calibrated, used, serviced, maintained or kept in strict conformity with the User Documentation or the written recommendations delivered by Seller to Buyer after delivery of the Goods, including if the above actions were carried out by persons not authorised by Seller;
(iii) were used with materials, hardware, Software, replacement parts or consumables not specified in the User Documentation;
(iv) were damaged, improperly used, neglected, improperly cleaned and maintained after use or their designations or identification numbers and technical or guarantee seals named in the acceptance documents for the Goods have been replaced or removed;
(v) were altered or modified with regard to the technical qualities defined in the User Documentation or Operating Documentation without the prior mandatory written approval of Seller;
(vi) were used after defects appeared or were damaged as a result of use or operation after the defect manifested itself;

- (vii) were damaged/the defects arose as a result of force majeure or any other random event (an unforeseeable event which cannot be avoided even with the greatest diligence, including an occurrence caused by human action or negligence), in particular arising as a result of fire, flood, inundation, theft, natural disaster, acts of war, military coup or state of emergency, terrorism or a similar event, or fluctuations in the power network or installation or environmental management system,
- (viii) were damaged/the defects arose for reasons not residing within the Guaranteed Goods or which arose as a result of failure by Buyer to carry out or properly perform its obligations under the guarantee (clause 6C);
- (ix) were not commissioned or the commissioning was not recorded in the guarantee card by Seller's service department or by staff whose qualifications and experience have been confirmed by Seller;
- (x) were damaged/the defects arose in the housing and structural elements which do not affect the functionality and proper operation of the Guaranteed Goods, minor deviations from the norm which are negligible from the aspect of the value and fitness for purpose of the Guaranteed Goods;

and Seller may issue Buyer with an invoice for any repairs made to the Guaranteed Goods as a result of the circumstances listed above.

Seller's decision in all matters covered by section 6, and in particular (but without limitation to the above) in relation to the nature and cause of any defects or improper operation, shall be final and binding on Buyer.

C. Buyer shall at its own cost carry out: mandatory calibration, inspections, maintenance by staff authorised by Seller, as specified in the User Documentation or the Operating Documentation, and collaborate with Seller to the extent necessary to duly report, investigate or exercise rights under the guarantee.

D. Seller shall not be liable to Buyer for any defect unless Buyer promptly informs Seller in writing or by email of the suspected defect. All defect notices shall state: the serial number of the Software/Guaranteed Goods, the place of installation/operation, Buyer's contact person, the nature of the defect and all details concerning the circumstances in which it appeared (detailed description) and, if possible, an indication of the damaged part. If any of the above information is missing, the guarantor may suspend activities under the guarantee until the customer provides that information. In order for Buyer to assert its rights under the guarantee, any defect in the Guaranteed Goods or part thereof claimed by Buyer shall be notified in the following manner to be valid: by e-mail to the following address: service.poland@renishaw.com. In addition to the above documentary form, defects may be notified by calling the service department +48 22 577 36 91 (with simultaneous notification to the above e-mail address). Claims notified or completed after the expiry of the guarantee period shall not be dealt with under the guarantee. Seller shall promptly confirm the receipt of a defect notice sent by Buyer. After investigating the matter no later than 60 days from the date on which the notice was received, Seller shall issue an opinion whether it recognises the claim in whole or in part or rejects it. If it rejects the claim in whole or in part, Seller shall state the reasons therefor and may charge Buyer for the costs of transportation and services provided in accordance with the price list for services.

E. Buyer shall lose its rights under the guarantee if: it failed to check the Goods and/or failed to inform Seller of defects in the Guaranteed Goods within the timescales and in the manner defined in the Terms, or failed to or did not properly perform Buyer's obligations arising under the guarantee.

Buyer shall cooperate with Seller's service staff in carrying out guarantee work at the place the Guaranteed Goods are installed, and specifically by:

- a. giving the service staff free access to the Guaranteed Goods at the time indicated by Seller,
- b. allowing service staff to commence work upon their arrival and to complete it without unnecessary delay,
- c. providing at its own cost any possible assistance in performing under the guarantee (e.g. access to power sources or illuminating the place of the guarantee works),
- d. doing everything necessary to protect personnel and property and to comply with health and safety regulations at the place of the guarantee works, including ensuring that the place of the guarantee works meets the requirements of health and safety rules and regulations.

Seller shall bear no liability if due to specific conditions and requirements at the place of the guarantee works (e.g. health and safety regulations, internal rules, etc.), Seller's guarantee service staff is unable to access the site of the guarantee works (in particular data protection regulations do not allow Buyer to require that Seller disclose current medical tests and similar documents of Seller's staff). In such cases, Buyer shall at its own cost and risk deliver the Guaranteed Goods to a place of repair indicated by Seller.

F. Under the guarantee issued, Seller is obliged to remedy the defects of the Guaranteed Goods or parts at its own discretion by replacing all or part of them for new ones, or to repair the goods or parts within an appropriate and reasonable timeframe of at least 30 days from the date of acceptance of Buyer's claim. Guarantee works shall at Seller's discretion be performed either at the location of the Goods at the time the defect was established or at a location specified by Seller. The Goods shall be handed to Seller at that location for guarantee works. If the nature of the repair allows it, Seller may also ask Buyer to return the Hardware (or part thereof) or Deliverables/Service outcomes to Seller's registered office. Buyer shall be responsible for any items returned to Seller. Repaired or replaced

elements shall be sent to the address indicated by Buyer and Seller shall refund the shipping costs once the claim has been acknowledged.

G. Seller shall not be responsible for the quality, productivity or suitability for purpose of any manufactured hardware or software licensed by a third party which are standalone items or which are otherwise third-party or supplied as an option accompanying the Goods. Seller shall, however, make all efforts to ensure that Buyer benefits from any guarantee received by Seller from its suppliers. If Buyer is under any obligations under the manufacturer's guarantee document, Buyer shall fulfil these obligations to the extent necessary at its own cost and risk.

H. If Buyer notifies Seller that the Software does not perform to Specification with proper use in the 90 days (or such other period stated in the Contract or Licence) after the warranty start date, Seller shall replace or repair the Software within a reasonable time from notification. No warranty is given that the Software is defect or error-free. This condition of clause 6H is the only means for remedying damage suffered by Buyer in relation to the Software. Buyer shall be entitled to no other compensation or claims in this regard.

I. If Buyer informs Seller that any Service or Deliverable/Service outcome was not delivered with due care and skill, or materially diverges from any of the Service Specifications within 90 days (or any other timeframe, if specified in the Contract) of delivery, Seller shall perform relevant Services again within a reasonable timescale of receiving the notification. This condition of clause 6I is the only means for remedying damage suffered by Buyer in relation to the Services. Buyer shall be entitled to no other compensation or claims in this regard.

J. The provisions of the Polish civil code on warranties for physical and legal defects shall not apply to the Contract in relation to this guarantee - Seller shall bear no liability for warranties in respect of defects.

K. Neither shall Seller bear liability for any loss of benefit by Buyer (lucrum cessans) on grounds of failure to perform or improper performance under this Contract or the appearance of any defects/damage during the period during which the defect is being rectified. Seller's liability under tort and contractual liability for actual financial damage (damnum emergens) incurred by Buyer shall be limited to the sum set out in clause 10B.

7. Custom goods/services

A. If at Buyer's request it is agreed in the contract that the Goods and/or Services will have customised or individualised properties (including such as are defined in the documents/specifications provided by Buyer) or Buyer requests that they be made from specific materials (including materials provided by Buyer) or in a specific manner, or will be used with specific devices or computer software, or if the Goods were produced or adapted according to designs or configurations defined or provided by Buyer ("Custom Goods"), Buyer warrants to Seller under warranty liability (regardless of expertise and/or fault) that:

- (i) the Custom Goods designed or configured in this way do not infringe third party Intellectual Property Rights and the sale of such goods/provision of such Services by Seller or its subcontractors will not infringe third party Intellectual Property Rights;
- (ii) Seller has established that such Goods/Services do not endanger human health or life and are not dangerous products, the Goods/Services have been designed, constructed and tested for safety and will not constitute a risk to the health or safety of persons using the Goods/Services or who are in the vicinity thereof, and has conducted the necessary tests and has the relevant permits, authorisations, approvals, certificates, attestations or other appropriate documentation required.
- (iii) the Goods/Services are fit for the purpose for which they were designed and configured (and hence Buyer agrees that Seller shall bear no liability for any error in the design or configuration).

B. If any third party raises a claim or asserts any other Intellectual Property Rights against Seller, Seller shall promptly inform Buyer thereof. Buyer shall not unduly abrogate from promptly entering into judicial or extrajudicial proceedings in relation to claims filed or other rights or from participating as a participant in or party to those proceedings (appearing as a party, intervener or co-defendant), and where allowable shall participate in such proceedings in place of Seller, thereby absolving Seller of liability for any action, lawsuit, claim, demand, payment, interest, cost and expense that Seller may incur or will incur as a result of any claim by a third party on the basis of any alleged facts which, when established would indicate infringement by Buyer of the warranties and assurances referred to in clause 7A above. Notwithstanding the above, Buyer shall make good to Seller any damages arising under the Contract, settlements, judicial or extrajudicial rulings (including judgments, rulings, decisions and injunctions) and shall additionally indemnify Seller against any obligations arising from breach of Intellectual Property Rights arising thereunder. In particular, Buyer shall on Seller's demand refund the gross amount of any compensation, damages, payments, remuneration, fines and other expenses incurred (including court costs and assistance costs, including the costs of legal or procedural representation).

8. Provision of services

A. Buyer shall: (i) cooperate with Seller in all matters relating to the Services; (ii) grant Seller and its representative access to Buyer's premises where justified and necessary for the provision of the Services; (iii) provide detailed information and

materials which Seller may, where justified, need for the provision of the Services; (iv) inform Seller of all health and safety regulations and rules and any other safety requirements applicable to Seller's premises; (v) carry out works necessary to prepare the premises of Buyer for the provision of Services in accordance with Seller's justified instructions; and

(vi) bear sole responsibility for assessing and meeting all the conditions of health and safety at work - both as required under law and as recommended - on Buyer's premises to facilitate the provision of the Services. Seller shall bear no liability if due to specific conditions and requirements at the place of the guarantee works (e.g. health and safety regulations, internal rules, etc.), Seller's guarantee service staff cannot access the site of the guarantee works (in particular data protection regulations do not allow Buyer to require that Seller disclose current medical examinations and similar documents pertaining to Seller's staff). In that case the fault for the delay in providing or failure to provide the Services shall lie with Buyer. B. Buyer shall ensure that all users of the Goods, and where Buyer is the reseller of the Goods, purchasers, are familiar with the User Documentation or Seller's written recommendations to Buyer after delivery of the Goods, including those referred to in Seller catalogues or brochures or of which Seller has otherwise informed Buyer. Buyer shall take such steps as are necessary to ensure that adequate user information in connection with the use of the Goods for the purpose for which they were designed and information about any conditions necessary to ensure that when put to that use they will be safe and without risk to health will be available.

C. Buyer shall not, and where Buyer resells the Goods, shall require its purchaser, not to remove any marking on the Goods referring any user to Seller's instructions and/or recommendations for use.

D. If Buyer or the purchaser asks for any information on use for which the Goods were designed and tested, or information on any conditions for their safe use and the protection of health (in order to fulfil his obligations arising from any occupational health and safety requirements), Seller shall provide such information, subject to reimbursement of the costs of providing the information.

E. If a third party brings any claims or otherwise asserts rights against Seller based on reference to facts which, if proven, would constitute breach of Buyer's obligations under clauses 8B and/or 8C or of the obligations by Buyer's purchaser which Buyer is obliged to claim from that buyer pursuant to clauses 8B and/or 8C, Seller shall promptly inform Buyer thereof. Buyer shall not unduly abrogate from promptly entering into judicial or extrajudicial proceedings in relation to claims filed or other rights or from participating as a participant in or party to those proceedings (appearing as a party, intervener or co-defendant), and if permissible shall participate in such proceedings in place of Seller, thereby absolving Seller from liability. Notwithstanding the above, Buyer shall make good to Seller any damages arising under the Contract, settlements, judicial or extrajudicial rulings (including judgments, rulings, decisions and injunctions) and shall additionally indemnify Seller against any obligations arising from the aforementioned infringements. In particular, Buyer shall indemnify Seller against liability for any obligation, interest, cost and expense that Seller may incur or will incur as a result of any claim by a third party on the basis of any alleged facts which, when established would indicate infringement by Buyer of the warranties and assurances referred to in this section 8 or infringement of any obligation which, by virtue of this section 8, Buyer is obliged to claim from such purchaser. Buyer shall on Seller's demand refund the gross amount of any compensation, damages, payments, remuneration, fines and other expenses incurred (including court costs and assistance costs, including the costs of legal or procedural representation).

F. If national laws on waste electrical and electronic equipment in the country to which Seller sends the Goods permits Seller to transfer the responsibility to Buyer, Buyer shall be deemed responsible for utilisation of the Goods in accordance with the national legislation using its own resources and at its own cost. Otherwise Seller shall be responsible for the safe utilisation of the Goods in accordance with the applicable legislation at its own cost.

9. Intellectual Property Rights

A. No provisions of the Contract and/or the Terms confer any Intellectual Property Rights upon Buyer. Neither shall Seller confer any licence or other form of usage of Intellectual Property Rights upon Buyer on the basis of the Contract and/or the Terms, including in relation to the Goods, Services or Software.

B. In the event that claims for infringement of Intellectual Property Rights of any person by the Goods or part thereof or any use of the Goods or part thereof in accordance with their designated purpose are brought against Buyer, Buyer shall promptly inform Seller of such claim in writing. As well as the obligation to inform Seller, Buyer shall also give Seller (should Seller so request) the exclusive right to decide on his course of action or method of conducting proceedings and to decide on whether to satisfy such claim or not. When the above conditions have been fulfilled, Seller shall pay all compensation costs and all costs ordered against Buyer in the proceedings held in respect of such claim, with the exception of situations in which (a)

section 7 applies, or b) (i) Buyer allows the replacement of the Goods or (ii) Goods were used in the manner defined in clause 6B or (iii), and in either of these cases the claim would not have been brought if such replacement or use had not taken place.

C. If a claim referred to in clause 9B is made or is in the opinion of Seller likely to be made, then either Seller shall be entitled to (i) procure for the benefit of Buyer a licence to use the Goods and/or Software at the place of fulfilment of the obligations referred to in clause 9B sentence three 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 (i) are in the opinion of Seller not economically or financially viable, 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.

D. Subject to the applicable provisions of the law, Seller's liability for infringement of Intellectual Property Rights is limited solely to the provisions of clauses 9B and/or 9C.

E. Any drawings, materials, specifications or data provided by Seller Materials and their media and any Intellectual Property arising therefrom shall remain the property of Seller. Save for cases where the Materials have already been made publicly available by Seller, Buyer shall keep the Materials as confidential and not use them for purposes other than those for which they were provided. 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. In cases not covered by these conditions and in those referred to in section 10, subject to the mandatory legal provisions, Seller's liability for failure to perform or for improper performance of the Contract is ruled out.

B. Subject to clauses 10A and 9C, Seller's total liability for any cause, contractual or otherwise, arising from Contract or in connection therewith, for one or all cases of liability, including for failure to perform or improper performance under the Contract (including in conjunction with liability for unlawful acts), for defects or omissions in the subject of the Contract, for unlawful acts (including gross negligence), for performing subjective rights, shall be limited to the two amounts below: EUR 50,000 gross or the entire payment made by Buyer under the Contract.

C. Seller's total liability set out in clause 9B is, however, additionally excluded or limited with regard to the following provisions:

- (i) Seller's liability under warranties for physical and legal defects in the subject of the Contract is excluded (including for defects of the Services, faults or defects of the Software or of other any other computer software),
- (ii) liability under the quality guarantee is limited to the scope and obligations described in clauses 31 and 6, while Seller's liability for breach of the obligations set out in clause 6 is limited to the price of the defective Goods or Services (or part thereof) and shall not exceed the price referred to in clause 9D;
- (iii) Seller's liability for failure to perform or improper performance under the Contract (including lateness or delay) is excluded (including in conjunction with liability for unlawful acts),
- (iv) Seller's liability for Intellectual Property Rights claims is limited to the obligations in section 9;
- (v) Seller's liability for damage to tangible property is limited to making good or replacing damaged property;
- (v) Seller is not liable for potential or indirect losses, loss of profit, injury caused, for direct or indirect loss of profit or income, the loss, destruction, damage or alteration of data, failure to sign or dissolution, termination, withdrawal or expiry of contracts, loss of business or of company value or good will, for the claims of third parties,
- (vi) Seller is not liable for any claim unless (a) full details of the claim or other right 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.

D. Where Buyer resells the Goods or Deliverables/Service outcomes by incorporation into Buyer's products, Buyer shall indemnify Seller against any third party claims arising out of defects in Buyer's products. This shall not apply if the defect is caused by Goods or Products supplied by Seller.

11. Force majeure, Brexit and Covid-19

A. Seller shall bear no liability to Buyer for failure to perform on time or in their entirety any obligations arising under the Contract if such failure is the result of force majeure circumstances, such as: (i) natural disaster, flood, drought, earthquake or other natural disaster; (ii) outbreak, epidemic or pandemic of flu or another virus; (iii) terrorist attack, civil war, civil unrest or riot, the threat of or preparations for war or armed conflict; (iv) imposition of sanctions, embargo or severance of diplomatic relations; (v) any law or any action undertaken by the government or a public authority, including the imposition of restrictions, contingencies or export or import bans; (vi) fire, explosion or accident; (vii) any labour or trade disputes, strike, protest action or

lockout; (viii) failure of suppliers or subcontractors;
(ix) suspension or breakdown of public utilities or telecommunications services and (x) any other event beyond the control of Seller.

B. Seller may terminate the Contract in whole or in part with immediate effect by giving written notice without any liability or costs in the case of:

- (i) the force majeure events referred to in clause 11A;
- (ii) changes to the applicable regulations or regulations or restrictions on travel, including lockouts and quarantine caused by Brexit, Covid-19 (or other epidemics or pandemic), or in another manner which would prevent, make impossible or restrict Seller's ability to deliver Goods or Services to Buyer. Seller may at its own discretion and if feasible, in consultation with Buyer, offer (i) similar Goods in lieu or (ii) return all advance payments on a proportional basis to Buyer, after deducting the cost of all works performed by Seller in performance of the Contract and other necessarily incurred expenses and costs as at the date of termination of the Contract, payable according to Seller's invoice in respect of those costs. Any offer of a replacement or refund shall be fully and finally subject to all the obligations arising from termination of the Contract in accordance with clause 11B.

12. Export Control

A. All Goods, Services, Intellectual Property Rights, technical assistance, technical documentation and other information provided by Seller to Buyer (collectively, the "Supplied Items") and anything derived, created, manufactured, or provided from or using the Supplied Items (collectively, the "Buyer Outputs") may be subject to applicable export control and/or import laws, regulations, trade embargoes and sanctions (collectively "Export Laws"). Buyer warrants, represents and undertakes:

- (i) to comply with Export Laws;
- (ii) to obtain all necessary licences for subsequent export or re-export after receipt from Seller; and
- (iii) that it shall not directly or indirectly access, use, disclose, export, re-export, assign, transfer or sub-license Supplied Items or Buyer Outputs: (i) contrary to Export Laws; (ii) to or via Cuba, Iran, North Korea, the Republic of South Sudan, the Republic of Sudan, Syria, Russia, Belarus, Venezuela, Afghanistan, Myanmar, any region of Ukraine that is annexed or occupied by Russia, or any other destination listed at <https://www.renishaw.com/legal/en/restricted-destinations>; or (iii) for any end use prohibited by Export Laws (including military end uses in a country subject to arms embargo or for end uses related to nuclear, chemical or biological weapons, missiles or their delivery systems).

B. Buyer certifies that neither it nor any individual or entity intended to benefit from the Supplied Items or Buyer Outputs is (i) an individual or entity subject to Export Laws that prohibit or restrict their access to the Supplied Items or Buyer Outputs, or (ii) located, organised or resident in a country prohibited by clause 12A or otherwise subject to any relevant embargo or sanction. Upon request, and notwithstanding clause 12G below, Buyer will certify the end user and end use for Supplied Items and Buyer Outputs in a form required by Seller to Seller's satisfaction.

C. Buyer shall use its best endeavours to ensure the purpose of clauses 12 and 13 is not frustrated by any third parties further down the commercial chain including by any possible distributors or resellers, and shall adopt and maintain an adequate monitoring mechanism to ensure compliance with clauses 12 and 13.

D. Any breach of clauses 12 or 13 shall constitute a material breach of an essential element of this Contract, and Seller shall be entitled to terminate the Contract with immediate effect without the need for notice in writing, and Buyer shall indemnify Seller against all liabilities, losses, interest, costs and expenses that Seller may suffer or incur under or in connection with such breach.

E. Buyer acknowledges and agrees that Seller may delay, reject or terminate performance and delivery of Buyer's order at any time without liability if Seller has a reasonable belief that acceptance or continued performance and delivery of such order may be in breach of Export Laws. Seller is not obliged to seek, and has no liability for delay or failure to obtain, an export licence or permit, answer to a rating enquiry from the applicable government(s), or other documentation required by the relevant authorities to comply with applicable Export Laws.

F. Buyer shall immediately inform Seller if there has been, or it has reasonable grounds to suspect, a breach of clauses 12 or 13.

G. Buyer shall permit Seller or its authorised representatives (subject to appropriate confidentiality undertakings) to have reasonable access to its accounts and records relating to activities under this Contract to ensure its compliance with clauses 12 and 13.

13. Re-export to Russia and/or Belarus

A. Without limiting clause 12, Buyer shall not sell, export or re-export, directly or indirectly to Russia and/or Belarus or for use in Russia and/or Belarus any goods supplied under or in connection with this Contract that fall under the scope of Article 12g of Council Regulation (EU) No. 833/2014 and/or Article 8g of Council Regulation (EU) No. 765/2006 as amended from time to time.

B. Without limiting clause 12, Buyer shall not use and shall prohibit any possible sublicensees from using intellectual property rights, trade secrets or other information in connection with common high priority items listed in the annexes to Council Regulation (EU) No. 833/2014 and/or Council Regulation (EU) No. 765/2006 that are intended for sale, supply, transfer or export, directly or indirectly, to Russia and /or Belarus or for use in Russia and/or Belarus.

14. Governing law

This Contract is subject to and shall be interpreted in accordance with Polish law. Any disputes or claims arising under the Contract or in relation thereto

(contractual or non-contractual) shall be subject to the jurisdiction of the Polish courts. The court responsible for the registered office of Seller shall have jurisdiction for hearing the dispute.

15. Personal data

If the delivery of certain Goods or Services involves the processing of personal data by Seller on behalf of Buyer, parties shall enter into a personal data outsourcing agreement in accordance with article 28 of the GDPR¹.

¹ Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)