

Renishaw Terms and Conditions of Purchase

Document Number PU412 - Issue 13 (Effective from 1 December 2024)

Other than where the parties have entered into a duly executed and applicable written purchase agreement, these terms and conditions (“**Conditions**”) govern the purchase of Goods and/or Services by the Buyer (as defined below) and may only be varied with the prior written agreement of the Buyer. The Buyer reserves the right to modify, amend, edit, alter, change and update the Conditions from time to time. The latest version of the Conditions in force at www.renishaw.com/purchase-conditions at the time of the applicable Order will apply to the transaction and you should print or save a copy of those Conditions for future reference. If you are reading this document in a non-digital format, please type the web address of any hyperlinks found in this document into a web browser to access the applicable webpages. Alternatively, you may contact suppliercontract@renishaw.com to receive a copy of the applicable webpages’ contents by email or another method.

The following definitions and rules of interpretation apply to these Conditions: (i) “**Agreement**” means the legally binding contract between the Buyer and the Vendor for the provision of Services and/or supply of the Goods in accordance with these Conditions and with clause 1.1 below; (ii) “**Associate**” means a party that controls, is controlled by or is under common control with the Buyer, where “control” means ownership of fifty (50%) or more of the equity or voting interests of the subject entity; (iii) “**Buyer**” means Renishaw PLC, or, where applicable, its Associate specified on the relevant Order; (iv) “**Buyer Items**” means all materials, equipment, tools, drawings, specifications, property, data or other items of the Buyer or its Associate(s) provided, loaned, consigned or supplied to the Vendor in connection with the Agreement; (v) “**Deliverable**” means any deliverables resulting from the Services, including any of them or part of them; (vi) “**Goods**” means those products or goods (or any part of them), including consumables, equipment, software and any other items referenced on the Order, excluding Services; (vii) “**IPR**” means patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, 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 and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world; (viii) “**Losses**” means any and all liabilities, losses, damages, proceedings, demands, payments, deductions, contributions, actions, claims, fines, charges, expenses and costs (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and all reasonable legal costs and other professional costs and expenses on a full indemnity basis); (ix) “**Order**” means the Buyer’s purchase order or any other form of purchase document issued by the Buyer or any of its Associates to the Vendor; (x) “**Services**” means those services (including software as a service) that the Vendor has agreed to provide to the Buyer as set out and described in the Order, including any of them or part of them; (xi) “**Special Terms**” means any special terms agreed in writing by the authorised representatives of the parties; (xii) “**Specification**” means the description, standards and specifications required by the Buyer for the Goods and/or Services referred to in the Agreement; (xiii) “**Vendor**” means the vendor specified on the relevant Order; (xiv) “**Vendor Operations**” means all assets, processes, systems, data (including the Buyer’s data), personnel and sites used or processed by the Vendor in the performance of the Agreement; (ix) “**Warranty Period**” means a period ending on the later of: (a) twenty-four (24) months from the date of delivery or performance of such Goods, Services and Deliverables; or (b) twelve (12) months from the date that such Goods, Services and Deliverables were first used or put into production by Buyer. Unless the context otherwise requires, any reference to (a) a statute or statutory provision includes subordinate legislation and any amendment or re-enactment; (b) “include” or “including” means “including, without limitation”; and (c) words imparting the singular include the plural and vice versa.

1. BASIS OF CONTRACT

1.1. The Agreement comprises, in the following order of precedence: (i) Special Terms (if applicable); (ii) Specification (if applicable); (iii) the Order; and (iv) these Conditions, whether or not expressly incorporated by reference.

1.2 Unless otherwise agreed in writing by the Buyer, these Conditions: (i) form part of any Order; (ii) apply to any purchase by the Buyer including any delivery received from the Vendor and any payments made by the Buyer to the Vendor; (iii) will continue to apply even if the Buyer accepts Goods, Services and/or Deliverables from the Vendor without reserving its position or referring back to these Conditions; and (iv) will prevail over any different terms and/or conditions from the Vendor, including any referenced or attached by the Vendor in the course of dealing.

1.3. The Buyer is entering into this Agreement for its own benefit and its Associates. The Vendor acknowledges and agrees that an Associate may: (i) use the Goods, Services and/or Deliverables; and (ii) rely on and enforce any provisions contained herein as if it were the Buyer.

2. SUPPLY OF GOODS AND SERVICES

2.1. The Vendor’s quotation constitutes an offer by the Vendor to sell the Goods and/or provide the Services to the Buyer, which shall only be deemed accepted upon the Buyer’s issuance of the Order. Performance by the Vendor shall not entitle the Vendor to claim any payment for the Goods and/or Services where an Order has not been issued by the Buyer.

2.2. The Buyer, its representatives and/or a regulatory body may (but are not obliged to) inspect and test all Goods at the Vendor’s (or its sub-contractor’s) premises at all reasonable times and to reject (at the Vendor’s risk and expense) any Goods that do not or are unlikely to comply with the Agreement. The Vendor must (at the Buyer’s option) repair or replace any rejected Goods with Goods that comply with the Agreement prior to the delivery date specified in the Order. Any inspection, testing, or acceptance given by or on behalf of the Buyer shall not relieve the Vendor from any further obligations regarding the Goods under the Agreement.

2.3. The Vendor shall, at its own risk and expense, ensure that the Goods are properly and carefully stored, packaged and transported to prevent loss, damage, contamination and/or

deterioration of the Goods in accordance with the Specification (or best industry practice if no such Specification exists). Upon request, each delivery shall be accompanied by a certificate of conformity in a form acceptable to the Buyer.

2.4. The required date for the delivery of the Goods, Services and/or any Deliverables shall be specified in the Order. The time for delivery and performance is of the essence.

2.5. The Vendor must accompany each delivery with an advice or delivery note which clearly states the Buyer’s part number, order number, line number, delivery address and a description of the Goods, Services and/or Deliverables.

2.6. Delivery shall only be deemed to have occurred when the Goods and/or Deliverables have been delivered and unloaded in full (except where partial delivery is expressly agreed in writing in advance), correctly documented, and in good and correct packaging at the address stated in the Order. The Buyer reserves the right to refuse to accept delivery in full or in part in case of strikes, lockouts or any other event beyond its reasonable control.

2.7. Title and risk in the Goods and Deliverables shall pass to the Buyer on delivery.

2.8. If the Vendor fails to supply the Goods or Deliverables or to perform the Services by the applicable dates and/or in accordance with the provisions of these Conditions, the Buyer may, at its sole discretion and without limiting or affecting any other right or remedy available to it: (i) cancel the Order and any related Orders in whole or part with immediate effect by written notice to the Vendor; (ii) refuse to accept any subsequent delivery or performance of Goods, Services and/or Deliverables which the Vendor attempts to make; (iii) receive an immediate full refund from the Vendor of any prepaid amounts under the cancelled Orders; (iv) recover any costs and expenses incurred by the Buyer in obtaining replacement Goods, Deliverables and Services via a third party or otherwise; and (v) claim damages for any additional costs, losses or expenses incurred by the Buyer due to the delay.

2.9. The Buyer shall not be liable for any additional costs due to the Vendor’s failure to deliver to agreed due dates, or to the correct location, or failure to meet the Specification.

2.10. Any Goods, Services and/or Deliverables (including any associated technology), manufactured or supplied shall from the date of delivery: (i) be new and unused; (ii) be of the best quality, material and workmanship; (iii) be free from defects in design, material, workmanship and installation and, in the case of software, free from any malware, backdoors and security vulnerabilities; (iv) conform in all respects with the Specification and the patterns or samples (if any) in the Specification; (v) be fit for any purpose referred to in the Agreement, implied by or made known by the Buyer to the Vendor; (vi) comply with all applicable legal requirements, regulations, guidelines and industry codes of practice; and (vii) not infringe any intellectual property rights of any third-party.

2.11. All Services supplied by the Vendor shall: (i) be performed with the highest skill, care and diligence, consistent with the highest standards of the Vendor’s industry; (ii) be performed by a sufficient number of suitably qualified, skilled and experienced personnel; (iii) conform in all respects with the Specification; (iv) be fit for any purpose expressly referred to in the Agreement, or implied by or made known by the Buyer to the Vendor; (v) not infringe any intellectual property rights of any third party; and (vi) comply with all applicable legal requirements, regulations, guidelines and industry codes of practice.

2.12. If the Buyer enables access to or provides the Vendor with any Buyer Items, the Vendor shall: (i) keep them safe and secure and maintain them in a good condition, segregated and clearly marked as Buyer’s property; (ii) satisfy itself that the Buyer Items are adequate for the purpose(s) for which they are being provided, notifying the Buyer of any defects or deficiencies within two (2) days of receipt; (iii) not use Buyer Items for any purpose other than as necessary for the performance of the Agreement, or allow any third party to use or take possession of them; (iv) not have and shall ensure that no Vendor personnel have a lien on Buyer Items for any sum due and take all reasonable steps to ensure the title of the Buyer and the exclusion of such lien are brought to the attention of all Vendor personnel dealing with any Buyer Item; (v) not dispose of any Buyer Items other than in accordance with the Buyer’s written instructions; (vi) return them to the Buyer upon completion or termination of the Agreement (or earlier if requested by the Buyer); and (vii) be fully liable and maintain insurance for any loss or damage to any Buyer Items.

2.13. Where applicable, Goods and Deliverables must comply on delivery with the prevailing version of the Buyer’s chemical composition standard, CC014, which can be downloaded from: <https://www.renishaw.com/resourcecentre/en/details/-/121316>. In the event of changes to the composition of the supplied items or materials, or to the requirements of laws and regulations described in the chemical composition standard, it is the responsibility of the Vendor to ensure that the supplied items or materials continue to comply with these revised standards and to provide updated declarations to the Buyer where this is necessary.

2.14. The Vendor shall take all appropriate technical and organisational measures to ensure the confidentiality, authenticity, integrity and availability of all of Vendor Operations as well as such Goods, Services and Deliverables. These measures shall be consistent with good industry standards.

2.15. The Vendor shall immediately notify (in writing) the Buyer and by email to: data.protection@renishaw.com, of any discovered or suspected security or data incident (“**Incident**”) and of any vulnerability discovered in any Vendor Operations, Goods, Services or Deliverables. In the event of an Incident occurring or a vulnerability being identified, the Vendor shall immediately take such remedial action as is required to remedy the Incident (including preventing it from re-occurring) and to fix any vulnerability identified. The Vendor shall inform the Buyer of any remedial action taken and the dates of completion of such remedial action. The Vendor shall provide to the Buyer any information related to the Incident or the vulnerability discovered as the Buyer shall reasonably require.

3. REMEDIES

3.1. If any Goods, Services and/or Deliverables provided or performed by the Vendor do not conform in every respect with this Agreement (including defects which occur due to the Vendor’s incorrect or insufficient instructions for use) during the Warranty Period, the Buyer shall, without limiting or affecting any other right or remedy available to it, have the right to: (i) reject such Goods, Services and/or Deliverables; (ii) return the Goods and/or Deliverables to the Vendor at the Vendor’s risk and expense; (iii) receive an immediate full refund from the Vendor for such Goods, Services and/or Deliverables; and (iv) recover any costs incurred as a consequence (including the cost of purchasing replacements or repair services from a third

Renishaw Terms and Conditions of Purchase

Document Number PU412 - Issue 13 (Effective from 1 December 2024)

party or otherwise). Prior acceptance or payment shall not prejudice the Buyer's subsequent right of rejection. If the Vendor offers a warranty period longer than the periods specified under the Warranty Period, such longer period shall apply, subject to the terms of the Agreement.

3.2. Before exercising its right to purchase elsewhere, the Buyer may (at its discretion) give the Vendor a reasonable period (to be determined by the Buyer) to repair, rework, replace or re-perform (at Buyer's option) rejected Goods, Services and/or Deliverables with Goods, Services and/or Deliverables which conform to the Agreement. Such Goods, Services and/or Deliverables may be invoiced upon satisfactory re-delivery or re-performance. This Agreement applies to any repaired/re-worked/re-performed/replacement Goods, Services and/or Deliverables and a new Warranty Period shall commence from the date of such redelivery or re-performance.

3.3. The Vendor will indemnify and hold the Buyer and its Associates harmless against all and any Losses arising from or incurred as a result of: (i) defective design, workmanship, quality or materials; (ii) any breach by the Vendor of the Agreement; (iii) any negligent act or omission or breach of statutory duty by the Vendor or its employees, agents or sub-contractors; (iv) any claim or action brought against the Buyer for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the receipt, use or supply of the Goods, Services and/or Deliverables; and (v) any other third party claim made against the Buyer, its Associates, employees, agents or customers or any third party to the extent that this was directly or indirectly caused by or arises from the supply of Goods, Services and/or Deliverables. The Buyer will use reasonable endeavours to mitigate any such Losses.

4. INVOICING & PAYMENT

4.1. The price is stated in the Order which unless expressly agreed otherwise shall be inclusive of delivery and/or performance and all associated costs (including packaging, packing, carriage, customs clearance, costs, expenses and insurance), and inclusive of VAT (or equivalent sales tax where applicable). No price increases shall apply without the Buyer's prior written agreement and the Buyer shall be under no obligation to accept such request.

4.2. The Vendor shall invoice the Buyer at the frequency specified in the Agreement. If no frequency is specified, the Vendor may invoice after the Buyer has accepted (in writing) the delivery or performance of all Goods, Services and/or Deliverables under the relevant Order.

4.3. Invoices must be sent to: purchase.invoices@renishaw.com. Each invoice must specify the Buyer's purchase order number, a description of the Goods, Services and/or Deliverables, the actual number of hours worked (where applicable), the actual quantity of Goods and Deliverables delivered, itemised reimbursable costs (if permitted under clause 4.4), the Vendor's VAT (or equivalent) number, and any applicable VAT (or equivalent sales tax where applicable) as a separate line item on the invoice in accordance with any applicable tax legislation.

4.4. Where costs and expenses have been authorised by the Buyer in writing in advance, the Vendor must supply appropriate receipts and other supporting evidence with the invoice in accordance with the Buyer's then current expenses policy.

4.5. Undisputed invoices shall be paid within sixty (60) days of receipt of a validly issued invoice. The Vendor shall not withhold performance of its obligations under the Agreement for any reason without the Buyer's written agreement.

4.6. Without prejudice to any other right or remedy, the Buyer may set off any amount owing from the Vendor to the Buyer or its Associates against any amount payable by the Buyer to the Vendor, whether under the Agreement or any other agreement between them.

4.7. If either party fails to make any undisputed payment due under the Agreement by the due date for such payment then the other party (as its sole remedy), shall be entitled to charge interest on the overdue amount: (i) at a rate of 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and (ii) from when the overdue sum became due, until it is paid.

5. VARIATION, CANCELLATION & TERMINATION

5.1. Subject to clause 5.4 below, the Buyer may vary or cancel all or any part of any Order without cause by giving the Vendor notice at any time prior to the Vendor's full performance of the Order.

5.2. Either party may terminate this Agreement immediately upon written notice if the other party: (i) breaches any material provision of this Agreement and (if remediable) fails to remedy such breach within thirty (30) days of a notice requiring remedy; or (ii) becomes insolvent or subject to any bankruptcy or insolvency proceedings, makes a proposal for or enters into an arrangement with creditors, is unable to pay its debts when due, or threatens to suspend or cease all or a substantial part of its business.

5.3. The Buyer may terminate this Agreement (including any Order) immediately upon written notice if: (i) the Vendor undergoes a change of control (within the meaning of section 1124 of the Corporation Tax Act 2010); (ii) the Buyer or an Associate terminates any other agreement with the Vendor due to the Vendor's default; (iii) the Vendor breaches any of the provisions set out in clauses 2, 6, 7.4, 9 and 11; or (iv) the Vendor repeatedly breaches any other provision of this Agreement.

5.4. Where the Buyer exercises its rights under clause 5.1, the Buyer will pay a "pro rata" amount of the fees for Services, Goods or Deliverables which have been delivered or performed in accordance with the Agreement prior to receipt of notice, together with the costs of materials which the Vendor has already purchased to fulfil work in progress, provided that: (i) they cannot be used for other customers or returned to the Vendor's supplier for a refund; and (ii) such materials and work in progress are promptly delivered to the Buyer. The total amount payable under this clause 5.4 will in no circumstances exceed the price of the relevant Services or Goods specified in the Order.

5.5. Where the Buyer exercises its rights under clauses 5.2 or 5.3 or where the agreement is terminated for frustration, notwithstanding any other rights and remedies which may be available to the Buyer, the Buyer shall not be liable for any further payment obligations and the Vendor shall refund any amounts paid by the Buyer under the Agreement within fourteen (14) days of termination.

5.6. Upon termination or expiry, the Vendor shall provide (at the Vendor's cost and expense) such information and assistance as is reasonably required to facilitate a smooth transition from the Vendor to the Buyer or a subsequent supplier.

5.7. Termination or expiry, howsoever arising, shall not affect any of the parties' rights, remedies, obligations or liabilities accrued by such date. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

6. ANTI-BRIBERY, CORRUPTION & ETHICAL COMPLIANCE

6.1. The Vendor shall at all times comply with: (i) the Buyer's Code of Conduct (the "Code") and the Buyer's Anti-Bribery Policy (the "Policy"), each as may be updated from time to time and which are available at <https://www.renishaw.com/supplier>; (ii) the Bribery Act 2010; and (iii) all applicable laws and regulations relating to anti-bribery and anti-corruption, and shall not engage in any activity, conduct or practice which would constitute an offence under such legislation or a breach of the Code or Policy or cause the Buyer, an Associate or a third party to commit such an offence or breach.

6.2. The Vendor warrants that neither it nor any person acting on its behalf has given or agreed or promised to give any financial or other advantage to or for the benefit of any other person in order to obtain or influence the award of any Order.

6.3. The Vendor shall comply with all anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force, including the Modern Slavery Act 2015, and shall not engage in, promote or otherwise support child labour, human trafficking or any other means of exploitation.

6.4. The Vendor shall not engage in any activity, practice or conduct which would constitute either a UK tax evasion facilitation offence or a foreign tax evasion facilitation offence under sections 45(5) and 46(6) of the Criminal Finances Act 2017.

6.5. The Vendor shall: (i) ensure that its own supply chain and any other person involved in the provision of Goods, Services and Deliverables does so only on the basis of a written contract which imposes terms equivalent to those imposed on the Vendor in this clause 6; (ii) be responsible and directly liable for the observance of and compliance with this clause 6 by such persons; and (iii) promptly report to the Buyer (in writing) any request or demand for, or promise or offer of, any undue or suspicious financial or other advantage of any kind the Vendor receives in connection with the performance of the Agreement.

6.6 Any breach by the Vendor of this clause 6 shall be a material breach of the Agreement.

7. LIABILITY & INSURANCE

7.1. Subject to clauses 7.2 and 7.3, the Buyer's total liability in contract, tort (including negligence), breach of contract, breach of statutory duty, misrepresentation or otherwise arising under or in connection with the Agreement, in aggregate, in respect of any claim, or series of connected claims arising out of the same cause, will not exceed the total value of the relevant Order in the twelve (12) months preceding the date on which the cause of action arose.

7.2 Subject to clause 7.3, the Buyer shall not be liable to the Vendor for any indirect, incidental, punitive, special or consequential loss or any loss of turnover, profits, business opportunities or anticipated savings (whether direct or indirect).

7.3. Nothing in the Agreement shall exclude or limit liability for death or personal injury caused by a party's negligence, fraud or fraudulent misrepresentation, or any other liability which cannot be excluded or limited by law.

7.4. During the term of the Agreement and for six (6) years thereafter, the Vendor shall maintain, with a reputable insurance company, insurance policies sufficient to cover the Vendor's potential liabilities arising out of or in connection with this Agreement, including, as applicable, workers' compensation, employer's liability and/or any other similar social insurance, product liability insurance (including coverage for the risk of recall, if applicable), and professional indemnity insurance (if applicable), in amounts reasonable and customary in the industry. The Vendor shall provide evidence of such policies on request.

8. INTELLECTUAL PROPERTY

8.1. Subject to clauses 8.2 and 8.3, neither party will acquire any title, right or interest in or to any IPR belonging to or licensed to the other party or developed by the other party.

8.2. All IPR created under or in connection with the Agreement will vest in and become the absolute property of the Buyer. To the extent that such IPR are capable of prospective assignment, the Vendor hereby assigns the IPR to the Buyer, and to the extent such IPR cannot be assigned prospectively, the Vendor will assign those IPR to the Buyer as and when they are created, at the request and expense of the Buyer.

8.3. The Vendor grants the Buyer a worldwide, irrevocable, fully paid up, royalty-free, perpetual licence to use any Vendor IPR included in the Goods, Services and Deliverables for normal business purposes (including maintaining a reasonable number of back-up and test copies). The Buyer may sub-license the rights granted in this clause 8.3 to Associates, customers and service providers. If an entity ceases to be an Associate, the Associate's licence shall continue in effect for a transitional period of twelve (12) months.

8.4. The Vendor must not use any registered or unregistered trade marks of the Buyer or its Associates without the prior written consent of the Buyer.

8.5. The Vendor warrants that it shall not include any open source or other software that is subject to separate licence terms in the Goods, Services or Deliverables without the Buyer's prior written consent and that the Buyer's use of the Goods, Services and Deliverables shall not: (i) grant third parties rights to the Buyer's proprietary code; (ii) require disclosure of the Buyer's proprietary code; or (iii) require payment of royalties or other sums to third parties.

8.6. In addition to the indemnity in clause 3.3, in the event of any actual or alleged infringement of third party intellectual property rights, the Vendor shall: (i) procure the right for the Buyer to continue using the Goods, Services and Deliverables as contemplated by this Agreement; or (ii) replace or modify the Goods, Services and Deliverables so that they are non-infringing but remain substantially equivalent. If neither (i) nor (ii) is reasonably available, the Vendor will refund all amounts paid under the relevant Orders and secure a release for the Buyer from any further liability.

9. CONFIDENTIALITY

9.1. During and after termination of this Agreement neither party shall, without the prior written consent of the other party: (i) use or disclose to any other person (other than the Buyer's Associates) any information of the other party which is identified as confidential or which would be regarded as confidential by a reasonable person; and (ii) use the other party's

Renishaw Terms and Conditions of Purchase

Document Number PU412 - Issue 13 (Effective from 1 December 2024)

confidential information for any purpose other than to exercise its rights or perform its obligations under the Agreement.

9.2. Each party shall on demand and on termination of this Agreement destroy or surrender to the other party all materials relating to such confidential information in its or its personnel's, agents' or representatives' possession.

10. DATA PROTECTION

10.1. In this clause 10, the terms "personal data", "controller" and "process" have the meanings given to them in article 4 of the EU General Data Protection Regulation ("GDPR").

10.2. Each party agrees to comply with all applicable data protection and privacy legislation, including the GDPR and the UK Data Protection Act 2018.

10.3 Where a party processes personal data for the purpose of managing this Agreement (including relationship management and invoicing), it is an independent controller.

10.4. If the Vendor is required to process personal data on behalf of the Buyer under the Agreement, the Vendor must first execute the Buyer's standard data processing agreement ("DPA"), which shall be incorporated into this Agreement upon execution. In the event of conflict, the DPA shall prevail over the rest of the Agreement with respect to personal data.

11. SANCTIONS AND EXPORT CONTROL

11.1 All Goods, Services, Deliverables and Buyer Items (including anything derived, created, manufactured, or provided from or using Buyer Items and/or the IPR therein) may be subject to applicable export control and/or import laws, regulations, trade embargoes and sanctions (collectively "Export Laws"). The Vendor warrants, represents and undertakes:

- (i) to comply with Export Laws;
- (ii) to obtain all necessary licences for the export, re-export, assignment, transfer and sub-licensing of Goods, Services, Deliverables and IPR from the Vendor to the Buyer under or in relation to the Agreement;
- (iii) to obtain all necessary licences for subsequent export or re-export of Buyer Items after receipt from the Buyer; and
- (iv) that it shall not directly or indirectly access, use, disclose, export, re-export, assign, transfer or sub-license Buyer Items: (i) contrary to Export Laws; (ii) to any destination listed at <https://www.renishaw.com/restricted-destinations> (collectively "Restricted Destinations"), as amended from time to time; 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);
- (v) it shall not supply any Goods, Services, Deliverables or IPR to the Buyer which originate from or have been manufactured or processed in Restricted Destinations, whether directly or indirectly, in whole or in part; and
- (vi) it shall promptly provide (at the Vendor's cost and expense) all such information and data required by the Buyer from time to time for the performance of export, import and re-export operations in compliance with Export Laws, including export control classification numbers and evidence regarding the product origin and place of manufacture and processing.

11.2 The Vendor certifies that neither it, its Associates, nor any individual or entity in its supply chain is (i) an individual or entity subject to Export Laws that prohibit or restrict their access to Buyer Items, or (ii) located, organised or resident in a Restricted Destination or otherwise subject to any relevant embargo or sanction.

11.3 Without prejudice to or limitation of Clause 11.1, the Vendor acknowledges and agrees that: (i) it must comply at all times with Council Regulation (EU) No 833/2014, the Russia (Sanctions) (EU Exit) Regulations 2019, and all future amendments thereto; (ii) Export Laws prohibit the direct or indirect sale, export, re-export, assignment, transfer, or sub-licensing to Russia or for use in Russia any Buyer Items that fall under the scope of Article 12g of Council Regulation (EU) No. 833/2014 as amended from time to time; (iii) Export Laws prohibit the direct or indirect sale, export, re-export, assignment, transfer, or sub-licensing to Belarus or for use in Belarus any Buyer Items that fall under the scope of Article 8g of Council Regulation (EU) No. 765/2006 as amended from time to time; and (iv) it must comply with any other obligations required for compliance with Export Laws which are listed at <https://www.renishaw.com/restricted-destinations> from time to time.

11.4 The Vendor shall use its best endeavours to ensure the purpose of Clause 11 is not frustrated by any third parties further up the supply chain, and shall adopt and maintain an adequate monitoring mechanism to ensure compliance with Clause 11.

11.5 Any breach of this Clause 11 shall constitute a material breach of an essential element of this Agreement, and the Buyer shall be entitled to terminate the Agreement with immediate effect without the need for notice in writing, and the Vendor shall indemnify the Buyer against all Losses the Buyer may suffer or incur under or in connection with such breach.

11.6 The Vendor acknowledges and agrees that the Buyer may reject delivery of, withhold payment for, and/or terminate an Order at any time without liability if the Buyer has a reasonable belief that continued performance of such Order may be in breach of Export Laws.

11.7 The Vendor shall immediately inform the Buyer if there has been, or it has reasonable grounds to suspect, a breach of this Clause 11.

11.8 The Vendor shall permit the Buyer or its authorised representatives (subject to appropriate confidentiality undertakings) to have reasonable access to its accounts and records relating to activities under the Agreement to ensure its compliance with this Clause 11.

12. PERSONNEL

12.1. The Vendor shall be responsible for any income tax, national insurance contributions or other statutory payments in relation to any and all individuals employed or engaged in the provision of the Goods, Services and Deliverables from time to time (the "Employees") under the Agreement and will ensure that they are deducted and/or paid to the relevant tax authorities. The Vendor shall provide (at the Vendor's cost and expense) all information as is reasonably required by the Buyer in connection with the employment or engagement of the Employees and shall, promptly inform the Buyer of any material change to any information or documentation previously provided in compliance with this clause 12.1.

12.2. The Vendor shall not utilise in the provision of any Services under this Agreement any individual who is engaged through a personal services company (a "PSC Contractor") as defined by the rules in Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act

2003 (the "Off-payroll Working Rules") without the prior written consent of the Buyer, and subject to the Vendor providing all such information and documentation as it may reasonably require from time to time for the Buyer to determine whether the Services provided by the PSC Contractor will be an engagement to which section 61M(1)(d) of the Income Tax (Earnings and Pensions) Act 2003 applies.

12.3. To the fullest extent permitted by applicable law, the Vendor shall indemnify the Buyer against all Losses arising out of or incurred as a result of: (i) any claim by employees, workers and contractors in relation to the employment or engagement of personnel by the Vendor or alleged employment or engagement of such personnel by the Buyer including, any claim based on worker status of such personnel; (ii) the application of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (the "TUPE Regulations") or any similar legislation to the TUPE Regulations in any other jurisdiction; and (iii) any claims from HMRC and any resulting liabilities for income tax, employer and employee National Insurance contributions, apprenticeship levy, and associated interest, and any penalties incurred or payable by the Buyer in connection with, or in consequence of, any liability under the Off-Payroll Working Rules resulting from the supply of Services to the Buyer under this Agreement; such that the Buyer is placed into no worse position financially than it would have been had such claims and/or liability not existed. The Vendor shall provide (at the Vendor's cost and expense) such information and assistance as is reasonably required by the Buyer and/or any successor vendor in relation to any application or anticipated application of the TUPE Regulations and the Off-payroll Working Rules (or any similar legislation) in connection with this Agreement.

13. MISCELLANEOUS

13.1. **Assignment:** Neither party may assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement, save that the Buyer may assign, transfer, delegate or subcontract any or all of its rights and obligations under this Agreement to Associates or a third party that acquires all or substantially all its business or assets relating to the subject matter of this Agreement, whether by merger, reorganization, acquisition, sale or otherwise. A party shall be liable for the acts and omissions of its subcontractors and delegates.

13.2. **Representation and Warranties:** The Vendor represents and warrants that it has and shall maintain full capability, capacity, authority and all necessary licences and consents to perform the Agreement.

13.2. **Severance:** If any provision of this Agreement is found to be invalid, unenforceable or illegal, the other provisions shall remain in full force and effect.

13.3. **No Partnership:** This Agreement does not create any partnership or joint venture. Each party is acting only on its own behalf and is not the agent of another party nor authorised to make any commitment on another party's behalf.

13.4. **Waiver:** No waiver shall be binding unless executed in writing. No failure or delay to exercise a right or remedy shall constitute a waiver.

13.5. **Third party rights:** Except where expressly stated otherwise, the Agreement is not intended to be for the benefit of, and shall not be enforceable by any person who is not a party to it, save that any Associate of the Buyer may rely on and enforce the Agreement as if they were a party to the Agreement.

13.6. **Notices:** Notices under this Agreement shall be in writing, in English, and shall be delivered to: (i) the Buyer, by email to: legal@renishaw.com (with a hard copy sent to the Buyer's registered address, marked for the attention of the General Counsel and Company Secretary); and (ii) the Vendor, to the email addresses specified in this Agreement.

13.7. **Site Rules:** The Vendor and its employees, agents and sub-contractors must abide by the Buyer's policies and procedures when: (i) on any premises owned or occupied by the Buyer; (ii) using any Buyer Items; or (iii) accessing any Buyer systems.

13.8. **Audits:** The Vendor shall allow the Buyer (or its Associates, authorised representatives and agents) access to the Vendor's (and its subcontractors') premises at all reasonable times in order to inspect, audit and take copies of relevant records, and other documents as necessary to verify the Vendor's compliance with this Agreement.

13.9. **Entire Agreement:** Unless otherwise agreed by the Buyer in writing, this Agreement (with the exception of any standalone non-disclosure agreement and/or DPA entered into between the parties relating to the Order) constitutes the entire agreement between the parties and supersedes all previous agreements and representations, whether written or oral, relating to its subject matter. No other terms or conditions referenced from, delivered with, or contained in invoices or any other document provided by the Vendor or which are implied by trade, custom, practice or course of dealing shall form part of this Agreement.

13.10. **Variation:** Except as expressly provided by this Agreement, no variation of this Agreement shall be effective unless it is in writing and signed by the authorised representatives of each of the parties.

13.11. **Governing Law:** This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales. The United Nations Convention for International Sale of Goods dated April 11th 1980 will not apply to this Agreement.

13.12 **Jurisdiction:** Where the place of performance of the Agreement is:

- (i) in the United Kingdom, the Vendor irrevocably submits to the exclusive jurisdiction of the English courts; and;
- (ii) anywhere other than in the United Kingdom, any dispute arising out of or in connection with this Agreement shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference to this clause. The number of arbitrators shall be one. The seat, or legal place of arbitration, shall be London. The language to be used in the arbitral proceedings shall be English.