STANDARD CONDITIONS FOR SUPPLY OF GOODS AND SERVICES

These conditions set out the terms on which **EA Technology Limited** ("**we**" or "**us**" or **("our")** has agreed to supply our services to the Customer ("**you**" or "**your**")). They also set out the terms on which any goods supplied by us in connection with such services are supplied:-

1. DEFINITIONS

For ease of reference certain terms used elsewhere in these conditions are defined as follows:-

"Data" means technical data, including measurements and/or information transmitted to our cloud software and captured by our instruments and/or algorithms, or provided to us by you (whether relating to your equipment, plant, cabling, switchgear or otherwise) which is obtained or processed by us in connection with the Services;

"Goods" means any products, apparatus, materials, goods and articles of any kind (including, without limitation, the Software) supplied by us to you in connection with the provision of the Services;

"Intellectual Property Rights" means any invention, patent, copyright, design right (both registered or unregistered), trade mark (both registered and unregistered), database rights, confidential information, know-how and all similar rights whether or not registered or capable of registration subsisting (now or in the future) in or arising from the performance of the Services or the supply of the Goods.

"Price" means the price specified in the quotation together with value added tax and any other applicable taxes or duties.

"Services" means the work, training, consultancy, advice and other services which we have agreed to carry out for you (including where appropriate the supply of any Goods). The Services are more fully described in the accompanying quotation.

"Software" means any software supplied by us to you, which form part of the Goods.

"writing" includes electronic communication and comparable means of communication and "written" shall be construed accordingly.

2. APPLICATION OF CONDITIONS

2.1 We agree to carry out the Services and to supply Goods on the terms of these conditions only. These conditions will prevail over, and we will not be bound by, any contrary, different or additional terms or conditions, irrespective of their date, contained or referred to in your order form or other documents or correspondence, or any inconsistent terms or conditions implied by law, trade custom, practice or course of dealing.

2.2 Each order or acceptance of a quotation for Goods and/or Services by you shall be deemed to be an offer by you to buy Goods and/or Services subject to these conditions.

2.3 No order placed by you will be deemed to be accepted by us until a written acknowledgement of order is issued by us, or when the Goods and/or Services are supplied by us to you (if earlier). Any quotation is valid for a period of 30 days from its date, provided that we have not previously withdrawn it.

2.4 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of an offer, invoice or other document or information issued by us shall be subject to correction both before or after the contract is made without any liability on our part.

2.5 Once accepted by us an order cannot be cancelled by you other than with our written consent and on the terms that you shall indemnify us in full against all losses, damages, claims, costs and expenses whatsoever (including legal fees and expenses) (including the cost of labour and materials used) incurred by us as a result of cancellation.

2.6 We reserve the right without notice to amend the specification of the Goods from time to time. Any descriptions of the Goods as set out in our catalogues, advertising literature or quotations may be subject to change and you are advised to check the specification before placing your order. To enable us to pursue our policy of continuous improvement of our Goods and Services, we shall be entitled to make any alterations which we consider to be reasonable to the specification or scope of such Goods and/or Services whether before or after the placing of an order or the making of the contract.

3. OUR OBLIGATIONS

3.1 The scope of the Services is set out in the quotation. We will perform those Services with reasonable skill and care. We will use commercially reasonable endeavours to provide the Services within any time scale indicated in the quotation, however, any time scales provided are only an estimate and accordingly we can accept no responsibility or liability, financial or otherwise, in the event that we are unable for any reason to keep to the timetable. For the avoidance of doubt, time for performance of the Services shall not be of the essence.

3.2 We may perform the Services ourselves or, where in our sole discretion we consider it necessary or desirable, we may instruct third parties to carry out the whole or any part of the Services.

3.3 Where we have agreed to supply Goods, the description of those Goods is set out in the quotation. Unless the quotation provides otherwise, no other descriptive material or specification whether written or oral contained in any correspondence or statement, or in promotional or sales literature shall form any part of our agreement.

3.4 We may suspend or cease performance of the Services or delivery of Goods at our discretion if at any time you are in breach of your obligations under these conditions or we have reason to believe that you may not be able to pay your debts as they fall due or you cease, threaten to cease or we have reason to believe that you may cease trading or there is any change in your ownership or control which for whatever reason we consider makes it unsuitable or undesirable for us to continue to work for you and in any such case we shall notify you in writing and on such notification we shall have no further liability or obligation to you.

4. PRICE AND PAYMENT TERMS

4.1 You shall pay the Price in accordance with the quotation or, if the quotation is silent as to payment terms, in full in cleared funds not later than thirty days after the date of our invoice to you. Time for payment by you shall be of the essence.

4.2 If payment is not made by the due date as set out in clause 4.1, we may at our option:

4.2.1 charge interest on the amount outstanding at the rate of 8% above The Bank of England base rate applicable from time to time until payment, whether before or after judgment and you shall pay the interest on demand. We may in the alternative claim interest at our discretion under the Late Payment of Commercial Debts (Interest) Act 1998, as amended by the 2013 Late Payment of Commercial Debts Regulation; and/or

4.2.2 suspend the provision or supply of all Services, or any of our other obligations under the agreement, until payment has been made in full.

4.3 We are not obliged to provide any Services to you unless and until you have paid to us such sums by way of deposit as may be specified in our quotation or otherwise agreed between us.

4.4 All prices quoted to you are based on information available to us at the time of quotation. Unless otherwise agreed, our Price includes the cost of carriage, packing and insurance but is exclusive of any value added or any other sales tax, or duty or import or export duty, or brokers fees or clearance fees which may be chargeable and for which you shall be additionally responsible for paying. Failure to pay any such taxes, duties or fees shall not entitle you to withhold or delay payment of the Price. Any additional expenses or charges incurred by us resulting from such failure shall be for your account.

4.5 We reserve the right, by giving notice to you at any time before delivery, to increase the price of the Goods and/or Services to reflect any increase in the cost to us which is due to any factor beyond our control (including without limitation, any foreign exchange fluctuation, currency regulation, increase or imposition of taxes and duties, significant increase in the costs of labour, materials or other costs of manufacture) or due to any change in delivery dates, quantities or specifications for the Goods and/or Services which are requested by you, or any delay caused by any of your instructions or failure by you to give us adequate information or instructions.

4.6 In the event that performance of the Services requires us to travel, the cost of all travel, accommodation and subsistence incurred by us, our employees or any third party contractor in the performance of the Services shall be payable in addition to the Price unless expressly stated otherwise.

4.7 We reserve the right to raise an additional charge on you in the event that the assumptions specified in the quotations prove to be incorrect for whatever reason and in particular we reserve the right to increase the Price if work has to be performed outside normal working hours or if the nature, extent or scope of the Services is altered in any way during the course of our providing the Services. We also reserve the right to increase the Price if delays are caused or if we have to carry out extra work as a result of anything which you may do or fail to do. Any increases in Price shall be payable by you in accordance with the payment terms set out in these conditions.

4.8 You shall make all payments due under the agreement in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise, unless you have a valid court order requiring an amount equal to such deduction to be paid by us to you.

5. YOUR OBLIGATIONS TO US

5.1 You must promptly provide us with all information and assistance that we may reasonably require in connection with the performance of the Services.

5.2 Where the Services are to be provided at your premises or elsewhere than at our premises you shall make available free of charge all basic amenities for the use of our employees and any third-party contractors as shall be required in order to enable us to comply with relevant legislation concerning their health, safety and well-being and to perform the Services.

5.3 You shall carry out any agreed preparatory works specified in our quotation in good time to enable the Services to be supplied promptly and effectively.

5.4 You shall disclose to us the presence of any hazardous machinery or substance in any place where we are to provide the Services and shall give us full information as to the nature of any such hazard. Failure to do so may result in us being unable to perform the Services without any further obligation to you and may result in termination of the agreement pursuant to clause 14.1.3.

5.5 You shall obtain any necessary consents or permits required from any local or governmental authority to enable the Services to be carried out.

6. INTELLECTUAL PROPERTY RIGHTS AND USE OF DATA

6.1 The Intellectual Property Rights shall remain our property. Provided that you comply with all your obligations under these conditions we grant to you a personal, non-exclusive, revocable, non-transferable licence to use the Intellectual Property Rights in the Goods and the Services in the normal course of your business but not further or otherwise. You may not grant any sub-licence nor transfer the benefit of the licence without our prior written consent. Upon termination or expiry of the agreement, the licence shall automatically terminate.

6.2 All rights to and title in any Intellectual Property Rights in all drawings, reports, calculations and other documents provided by us in connection with the Goods and/or Services belong to us. You may not make copies of the same or any part of them without our agreement which must be in writing to be valid.

6.3 Where any Software (including without limitation any bespoke software) is provided by us under the agreement, all Intellectual Property Rights in such Software shall remain our property. Prior to providing you with any Software you shall enter into a software licence agreement with us in respect of your use of the Software.

6.4 If the quotation expressly states that Intellectual Property Rights in connection with the Services or any part thereof are to become your property you will on request grant to us a non-exclusive, royalty free, sub-licensable licence to use the same for all purposes connected with our business without limit of time and in particular to use the Intellectual Property Rights and any development thereof which we may undertake in connection with Goods and Services supplied by us to our other customers.

6.5 Unless we have told you otherwise, to the best of our knowledge and belief neither the supply of the Goods nor the supply of the Services to you will result in the infringement of any third party's Intellectual Property Rights. You shall immediately give notice to us in the event that you become

aware of any claim that the Goods or Services infringe or that their use infringes the Intellectual Property Rights of any third party, and we reserve the right to take any action as we consider appropriate, including at our own expense to conduct any ensuing litigation and all negotiations for a settlement of a claim.

6.6 Subject to clause 6.7, we will bear the cost of any payments (either by way of a lump sum or a continuing royalty payment) made in settlement or as a result of an award in a judgement against us in the event of litigation.

6.7 We will grant you the benefit of clause 6.6 only if : (i) you comply with the provisions of clause 6.5; (ii) you make no admission of liability and take no other action in connection with any third party claim; (iii) you permit us to have full control over the conduct of the claim and any negotiations in connection with any such claim; (iv) you give us all reasonable information, cooperation and assistance in relation to the conduct of the claim (including lending your name to proceedings); (v) you do not, except pursuant to a final award, pay or accept any such claim, or compromise any such proceedings without our consent; and (vi) we shall be entitled to the benefit of, and you shall accordingly account to us for, all damages and costs (if any) awarded in favour of you which are payable by or agreed with your consent (which consent shall not be unreasonably withheld or delayed) to be paid by any other party in respect of such claim.

6.8 If it is made a condition of any settlement made by us or judgement awarded against us or you, you will return or destroy as applicable all infringing Goods or documents still under your control subject to a refund by us of any payment for such Goods already made (less a reasonable allowance for depreciation).

6.9 The provisions of clause 6.6. shall not apply to any infringement caused: (i) by us in following a design, drawing, specification or instruction furnished or given by you; (ii) the improper incorporation, assembly, fitment, use, processing, storage or handling of the Goods or Services by you; (iii) by use of such Goods or Services in association or combination with any other product; or (iv) arising out of any alterations, tampering or changes to the Goods carried out by or on behalf of you.

6.10 You shall indemnify us on demand and keep us indemnified in full against any losses, damages, claims, costs and expenses whatsoever (including legal fees and expenses) which we may suffer or incur as a result of any of the circumstances listed in clause 6.9.

6.11 The provisions set out in clause 6.6 state our entire liability to you and your sole and exclusive remedies against us in connection with claims based on or resulting from the infringement of intellectual property rights of any kind whatsoever of any third party.

6.12 Without prejudice to clause 6.1, you acknowledge and agree that we shall be entitled to collect and retain all of the Data and that we shall be entitled to use the Data to:

6.12.1 improve the Goods and/or Services or any other goods or services (including for the benefit of other customers); and

6.12.2 compile statistical and performance information related to the provision and operation of the Goods and/or Services or any other goods or services.

6.13 Without prejudice to clause 6.1 or any other provision of these conditions, you acknowledge and agree that we shall own all Intellectual Property Rights in any output resulting from our use of the Data.

6.14 You warrant and represent to us that you have full authority and capacity (and, where applicable, you have obtained all necessary licences, authorisations or approvals from any third party) to permit us collect, retain and use the Data (and any output resulting from our use of the Data) in accordance with clause 6.12.

7. CONFIDENTIALITY

Both of us are to keep confidential and shall not without the prior consent in writing of the other disclose to any third party any technical or commercial information which may have been acquired from the other as a result of discussions, negotiations and other communications between us relating to the Services or the Goods. These obligations continue after termination of our agreement however caused.

8. COMPLIANCE

8.1 You shall (i) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption ("Relevant Requirements") including but not limited to the Bribery Act 2010 (the "Bribery Act"); (ii) not engage in any activity, practice or conduct which would constitute an offence under sections 1,2 or 6 of the Bribery Act if such activity, practice or conduct had been carried out in the UK; (iii) maintain in place your own policies and procedures, including but not limited to adequate procedures under the Bribery Act ("Adequate Procedures") to ensure compliance with the Relevant Requirements and will enforce them where appropriate; (iv) maintain in place Adequate Procedures to ensure that all persons associated with us or any persons (including any employee, agent, subcontractor or subsidiary) who performs Services for or on behalf of us under the terms of the agreement shall comply with the Relevant Requirements; and (v) maintain in place Adequate Procedures to ensure that all persons who perform Services for or on behalf of us under the terms of the agreement shall comply with the Relevant Requirements.

9. DATA PROTECTION

9.1 We may request certain information from You which may constitute personal data under relevant legislation in order to be able to fulfil our contractual obligations to You as set out in these Conditions or to be able to provide You with a quotation, and for no other purpose.

9.2 We will retain personal data for as long as it is needed in order to provide the Goods and/or Services and to comply with these Conditions.

9.3 You can refer to Our privacy policy for further details of how We look after personal data, the privacy rights of data subjects and how the law protects them. A copy of our privacy policy can be located at www.eatechnology.com.

9.4 If You have any queries in relation to this Condition 9 please get in touch.

10. RELIANCE ON SKILL AND JUDGEMENT

You acknowledge that you rely on your own skill and judgement in determining the suitability of the Goods and the Services for any particular purpose. You alone are responsible for ensuring that any performance requirement indicated in the quotation is sufficient and suitable for your

purpose save in so far as we have expressly agreed in writing that you may rely on our advice.

11. LIABILITIES

11.1 We do not accept liability in any circumstances and whether in contract, tort or on any other basis whatsoever and however caused for:

11.1.1 any loss of profit, business, contracts, revenues or anticipated savings;

11.1.2 any special, indirect or consequential loss or damage of any nature whatsoever;

11.1.3 any expenses; or

11.1.4 any other liabilities or claims for consequential compensation arising out of or in connection with the agreement or these conditions.

11.2 Subject to clause 11.7, our total liability to you whether in contract, tort (including negligence or breach of statutory duty), breach of third party rights or otherwise for all aggregate claims relating to the agreement howsoever arising shall not in any event exceed whichever shall be the lesser of: (i) one million pounds; (ii) or five times the Price.

11.3 We exclude all conditions and warranties (express and implied, statutory or otherwise) to the fullest extent permitted by law. In so far as we are able to do so and at your expense we will assign to you the benefit of any warranties and conditions relating to quality, suitability, fitness for purpose or quiet possession contained in any contract which we may have with any third party for the supply of any component included within the Goods.

11.4 You accept responsibility for any inaccuracies, errors or omissions on your part in relation to instructions given by you or in any data, drawings, calculations, specifications, information or material supplied to us by you for the purpose of enabling us to make the Goods or perform the Services.

11.5 We will not accept any liability for any loss arising as a result of delay howsoever caused.

11.6 Termination of our agreement for whatever reason shall not affect any rights or liabilities which have already accrued at the time of termination.

11.7 Nothing in these conditions excludes or limits our liability:

11.7.1 for death or personal injury caused by our negligence; or

11.7.2 for any matter which it is illegal for us to exclude or attempt to exclude our liability; or

11.7.3 for fraud or fraudulent misrepresentation.

11.8 The parties hereby expressly acknowledge and agree that having taken independent legal advice, the limitations upon our liability in this clause 11 are in all respects fair and reasonable, reflect a duly considered allocation of risk between the parties and are reflected in the price paid for the Goods and/or Services under the agreement.

12. DEFECTS

12.1 We warrant that (subject to the other provisions in these conditions) that:

12.1.1 the Goods (excluding Software) shall for a period of twelve months from the date of their delivery;

12.1.2 the Services shall for a period of twelve months from the date of completion; and

12.1.3 the Software shall for a period of three months from the date of delivery,

be free from material defects.

12.2 Our sole obligation under the warranty in clause 12.1.1 and 12.1.3 shall be to repair or replace any defective Goods or Software as soon as reasonably practicable of the receipt of a complaint communicated in writing by you to us.

12.3 Our sole obligation under the warranty in clause 12.1.2 shall be to reperform the Services as soon as reasonably practicable of the receipt of a complaint communicated in writing by you to us.

12.4 The warranty in clause 12.1 is given by us subject to the following conditions:

12.4.1 we shall be under no liability in respect of any defect in the Goods, Software and/or Service arising from any drawing, design, specification or instruction supplied by you;

12.4.2 we shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow our instructions (whether oral or in writing) in particular, but not limited to, the incorrect handling or application of the Goods, misuse or alteration or repair of the Goods or Software without our approval;

12.4.3 we shall be under no liability under the warranty in clause 12.1.1 (or any other warranty, condition or guarantee) if the total price for the Goods, Software and/or Service has not been paid by the due date for payment; and

12.4.4 it does not extend to parts, materials or equipment not manufactured by us, in respect of which we so far as we are able, shall give you the benefit of any express warranty or guarantee as is given by the manufacturer to us.

13. YOUR INDEMNITY TO US

13.1 You shall indemnify us from and against all claims, actions, demands, proceedings, damages, costs, charges and expenses arising out of or in connection with the supply of the Goods and Services to you:

13.1.1 to the extent that any such claim or loss shall exceed the limit of liability specified in clause 11.2; and

13.1.2 where any such claim or loss arises as a result of any breach on your part of any of your obligations under these conditions; and

13.1.3 where any claims or actions are brought or threatened against us by a third party as a result of your use of the Goods or the Services in the manufacture, supply or distribution of any other goods or in the provision of a service to a third party.

13.2 Notwithstanding any other clause in these conditions, we shall not be liable for any loss or damage arising from any occurrence unless a claim is formally notified in writing before the expiry of two years from the date of our quotation.

14. TERMINATION

14.1 We may terminate our agreement immediately on giving notice to you if:

14.1.1 you commit any material or persistent breach of any of these conditions;

14.1.2 an order is made or a resolution is passed for your winding-up, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order, or an order is made for the appointment of an administrator to manage your affairs, business and property, or such an

administrator is appointed, or documents are filed with the Court for the appointment of an administrator, or a notice of intention to appoint an administrator is given by you or by a qualifying charge holder, or a receiver is appointed over any of your assets or undertakings, or circumstances arise which entitle the Court or a creditor to appoint a receiver or manager, and for the avoidance of doubt, upon terminating the agreement in accordance with this clause, we may without liability or prejudice to any of our other rights and remedies under these conditions, cease the provision of any Goods or Services; or

14.1.3 you commit a breach of clause 5.4.

14.2 On termination of the agreement pursuant to clause 5.4 or clause 14.1, you shall immediately pay all of our outstanding unpaid invoices (together with any interest owed in respect of such invoices) and we shall be entitled to submit invoice(s) in respect of Goods and/or Services supplied but for which no invoice has been submitted, which invoices(s) shall be payable by you immediately on receipt.

15. FORCE MAJEURE

We will not be responsible for any delay in or failure to perform the Services or to supply the Goods which is caused by factors beyond our reasonable control which shall include but not be limited to acts of God, acts of governmental or any other lawful authority, strike, war, riot, civil commotion, flood, fire, explosion, epidemic, trade embargo or any other acts or omissions on the part of any third party or sub-contractor or any failure of electricity or other fuel or equipment. If the event in question continues for a continuous period in excess of 3 months, either party shall be entitled to give written notice to the other to terminate our agreement.

16. ASSIGNMENT AND AGREEMENT

16.1 We may assign our agreement or any part of it to any person, firm or Supplier.

16.2 You may not assign our agreement in whole or in part without our prior written consent (not to be unreasonably withheld or delayed).

16.3 The quotation and these conditions sets out the entire agreement and understanding of both of us relating to the subject matter thereof and supersedes all prior discussions between us and all prior memoranda of intent or understanding and all previous documentation. You acknowledge that you have not relied on any statement, promise or representation made by us or given on our behalf, which is not set out in these conditions. Nothing in this clause shall limit or exclude any liability for fraud.

17. RETENTION OF TITLE AND RISK

17.1 Where Goods are to be supplied to you, they will remain our property until you have paid for both Goods and Services in full.

17.2 Whilst the Goods remain in our ownership you may not sell or permit any lien to be created over them and you shall take proper care of the Goods and keep them separate from your own goods and clearly identified as belonging to us.

17.3 Unless otherwise agreed, the Goods shall be at your risk as from the time they leave our premises and whether or not delivered to you or to any agent on your behalf.

18. VARIATION

No variation, alteration or substitution of, or addition to, our agreement or these conditions shall be valid unless it is in writing and duly signed by or on behalf of each of the parties.

19. WAIVER

If either of us shall positively waive or delay or not insist in any instance on full compliance by the other with any of these terms that shall not prevent him from subsequently requiring such compliance in respect of that instance by the other party (subject always to reasonable notice in the case of a positive waiver).

20. GOVERNING LAW AND DISPUTES

The construction, validity and performance of the agreement between us shall be governed in all respects by the law of England and Wales and we each agree to submit to the exclusive jurisdiction of the courts of England and Wales.

21. NOTICES

Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to that other party at its registered or principal places of business or such other address as may at the relevant time have been notified pursuant to this clause 20 to the party giving notice.

22. GENERAL

22.1 Nothing contained in these conditions shall or shall be deemed to constitute a partnership or a contract of employment between the parties.

22.2 The parties to the agreement do not intend that any term of these conditions shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

May 2022