

FANUC UK General Terms and Conditions of Purchase

1. Scope

- 1.1. These General Terms and Conditions of Purchase shall exclusively apply to and form part of the contract between **FANUC UK Limited** (hereinafter: "us", "we", "our") and the person or party (hereinafter: "Supplier") who supplies the goods and/or services ordered by us (hereinafter: "Orders"). In an ongoing business relationship, this shall also apply without the need for an express reference or a separate agreement in each case. No terms or conditions endorsed on, delivered with, or contained in the Supplier's quotation, sales conditions, confirmation of order, specification or other document shall form part of the contract except to the extent that we otherwise agree in writing.
- 1.2. By accepting Orders, the Supplier expressly agrees to the application of these General Terms and Conditions of Purchase. Deviating terms and conditions of sale of the Supplier shall not apply even if we do not expressly object to them in individual cases and shall only be valid if we have expressly agreed to their validity in writing. The acceptance of deliveries and services or their payment does not constitute consent to the Supplier's terms and conditions of sale.
- 1.3. No variation to these General Terms and Conditions of Purchase or to an Order or to the contract shall be binding unless expressly agreed in writing and executed by a duly authorized signatory of FANUC UK Limited.

2. Contracting

- 2.1. Orders constitute an offer to purchase goods and/or services and are only binding if we have placed them in writing or by e-mail. Orders placed verbally or by telephone as well as additions and changes to an Order are only effective if we confirm them in the appropriate form.
- 2.2. If the Order is not accepted by the Supplier within one week by means of an Order confirmation, we may withdraw or amend the Order. If the Supplier is not able to accept an Order, the Supplier must notify us promptly. Acceptance of an Order may also occur by any conduct of the Supplier which we reasonably consider is consistent with acceptance of the Order.
- 2.3. Cost estimates given to us by the Supplier in relation to an Order are binding and shall only be remunerated by us if the Supplier has accepted our Order.
- 2.4. Insofar as the Ordered goods have not yet been manufactured, we may demand changes in design and execution. If these changes lead to additional or reduced costs, the Supplier shall promptly notify us and we have the choice either to cancel the order (2.5.) or to agree with the Supplier on an adjustment of the Supplier's remuneration. If no agreement is possible, an independent expert third party shall determine the adjusted remuneration. The costs of the expert shall be

borne equally.

- 2.5. We shall have the right to cancel an Order or part Order for goods or services which have not yet been delivered or performed. In relation to any Order cancelled or part-cancelled under this clause, on receipt of validly issued and properly documented evidence, we shall pay for: (a) that part of the price which relates to the goods which at the time of cancellation have been delivered to, commissioned for, manufactured and ready for delivery to, in transit to us; and (b) the costs of materials which the Supplier has purchased to fulfil the Order for the goods which cannot be used for other orders or be returned to the Supplier's supplier of those materials for a refund.

3. Delivery Time, Delay

- 3.1. The delivery time stated by us in the Order is binding and time for delivery or performance (as the case may be) is of the essence. The Supplier is obliged to inform us immediately in writing if he is unlikely to be able to meet agreed delivery times - for whatever reason.
- 3.2. If the Supplier fails to deliver or perform the contract in accordance with the delivery times set out in the Order, we may, without prejudice to any other rights, request that the Supplier shall pay to us on demand, a sum equivalent to 0.5% of the Order value per calendar week or part thereof, subject to an overall aggregate amount equivalent to no more than 5% of the respective net Order value as liquidated damages. The liquidated damages payment set out herein is a genuine pre-estimate of our loss and does not impose a detriment on the Supplier which is disproportionate to our legitimate interests in the enforcement of the Supplier's obligations to deliver on time and is without prejudice to the Supplier's obligation to fulfil its obligations under the contract.
- 3.3. Acceptance of delayed deliveries or services does not preclude the assertion of claims for damages due to delay.
- 3.4. We are entitled to refuse acceptance of deliveries and services delivered before a delivery date specified in the Order and to return the prematurely delivered goods or to store them with third parties, at the Supplier's expense and risk.

4. Delivery Terms

- 4.1. Unless otherwise agreed in writing, delivery shall be made DDP (Incoterms® 2020) to the place specified in the Order or, if no such place is specified, to our place of business.
- 4.2. The respective place of destination shall also be the place of performance for the delivery and any subsequent performance (obligation to deliver).
- 4.3. Partial deliveries are only permissible with our written

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consent and only to the extent that they are reasonable for us.

- 4.4. All deliveries must be accompanied by a packing slip and a delivery note stating the Order number. The delivery note must also contain details of the gross and net weight. In the case of partial deliveries, the remaining quantity to be delivered must be stated. If the delivery note is missing or incomplete, we shall not be responsible for any delays in processing and payment resulting therefrom. In addition, a separate dispatch note shall be sent to us.

5. Passing of Risk, Acceptance

- 5.1. The risk of loss of or damage to the goods shall pass to us upon handover at the place of delivery or if applicable, performance. Insofar as acceptance has been agreed, this shall be decisive for the passing of risk.
- 5.2. We shall not have accepted, or be deemed to have accepted, the goods or services until we have had a reasonable time to inspect them following delivery or performance in accordance with the contract. Our acceptance shall take place in writing, by means of a countersigned final report or acceptance protocol.

6. Prices, Terms of Payment, Set-off and Rights of Retention

- 6.1. The price stated in the Order is binding.
- 6.2. All prices of the Supplier are inclusive of statutory value added tax, unless this is shown separately.
- 6.3. In the absence of any written agreement, the price shall include all services and ancillary services of the Supplier, in particular delivery and transport to the shipping address specified in the contract, including packaging.
- 6.4. The Supplier shall invoice us [for: (a) goods on or after completion of delivery; or (b) services on or after the completion of performance] OR [at any time after acceptance of the goods or services by us]. Invoices submitted before completion of delivery or performance will be rejected.
- 6.5. Unless otherwise agreed in writing, we shall pay each validly submitted and undisputed invoice within 45 calendar days from the end of the month that the invoice was issued. Each invoice must state the relevant Order number.
- 6.6. Payment terms may be changed by us by giving 7 days written notice.
- 6.7. Time of payment is not of the essence. Where sums due under the contract are not paid in full by the due date, we shall pay on the sum overdue interest (before and after judgment) on a daily basis until payment in full at the rate of 2% per annum above the Bank of England's base rate from time to time.

- 6.8. We shall be entitled to rights of set-off and retention to the extent provided by law. The Supplier shall only be entitled to rights of set-off and retention due to counterclaims that are undisputed or have been legally established.

7. Transfer of Title

- 7.1. Title to the goods shall pass to us on the sooner of: (a) payment by us for the goods; or (b) delivery of the goods to us. The passing of title shall not prejudice any other of our rights and remedies, including our right to reject.
- 7.2. Retentions of title by the Supplier shall only apply insofar as they relate to our payment obligation for the respective goods to which the Supplier retains title; they shall expire at the latest upon our payment of the purchase price.
- 7.3. We are in any case authorized to resell the goods in the ordinary course of business, even before payment of the purchase price, with advance assignment of the claims arising therefrom.
- 7.4. All other forms of retention of title, in particular the extended retention of title or the retention of title extended to further processing, are therefore excluded.

8. Provision of Material, Further Processing

- 8.1. Material which we provide for the execution of our Orders shall remain our property. It must be expressly marked as our property immediately after acceptance by the Supplier and stored separately from the same or similar material. It may only be used within the scope of the intended production; beyond this, the material may not be disposed of in any other way.
- 8.2. The Supplier undertakes to check the goods provided for quality or quantity deviations upon receipt and not to process defective goods provided. If a quality assurance agreement exists between us and the Supplier, this must be observed. We must be informed immediately of any deviations in quality or quantity. The Supplier shall be liable for any damage incurred by us due to a breach of these obligations. The right of the Supplier to prove that deviations in quality or quantity of the goods provided were not recognizable to him or that we did not suffer any damage remains unaffected.
- 8.3. The Supplier is obliged to insure the material provided by us against all usual risks at his own expense.
- 8.4. Any processing, mixing, or combining (hereinafter: "Further Processing") of provided items by the Supplier shall be carried out for us. The transfer of possession shall be replaced by the Supplier keeping the item for us free of charge with the diligence of a prudent businessman.
- 8.5. The same shall apply accordingly in the event of Further Processing of the delivered goods by us, so that we shall

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be deemed to be the manufacturer and shall acquire ownership of the product at the latest upon Further Processing in accordance with the statutory provisions.

9. Non-disclosure, Documents

- 9.1. All documents which we make available to the Supplier within the framework of the business relationship, in particular Orders placed by us, Orders as well as drawings, drafts, samples, manufacturing specifications and other documents made available to the Supplier; but also tools, models, samples, drawings and other documents are confidential, subject to our property rights and copyright and must not - even after termination of the contract - be reproduced or made available to third parties directly or indirectly without our express written consent. They are to be used exclusively for purposes relating to the Orders and are to be returned to us in full and without delay at our request after completion of the Order or in the event that negotiations do not lead to the conclusion of a contract. In this case, copies made by the Supplier must be destroyed; the only exceptions to this are storage within the scope of statutory storage obligations and the storage of data for backup purposes within the scope of normal data backup.
- 9.2. Goods manufactured according to our specifications, drawings, or models or from tools paid for by us in whole or in part may not be offered, sampled or delivered to third parties.
- 9.3. The Supplier undertakes to treat as confidential all commercial or other information which is not in the public domain (i.e. in particular also information pursuant to the above clauses 9.1 and 9.2) and which becomes known to him as a result of the business relationship with us. The Supplier shall oblige subcontractors accordingly.
- 9.4. The obligation to maintain non-disclosure shall only expire if and insofar as the knowledge contained in the documents or information provided has become generally known in a legally permissible manner or the Supplier is legally obliged to disclose it; in this case, the Supplier must inform us of this without delay.
- 9.5. The Supplier shall indemnify, and keep indemnified, us from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by us as a result of or in connection with infringement or alleged infringement of the Supplier's obligations in this clause 9.
- 9.6. The above provisions on confidentiality shall apply respectively to documents, in particular also cost estimates, of the Supplier; however, these may in any case be made accessible to the companies affiliated with us; we shall provide information on the companies affiliated with us upon request.

- 9.7. A confidentiality agreement concluded between the parties shall remain unaffected and shall have priority.

10. Defective or Non-Conforming Delivery

- 10.1. All applicable statutory provisions shall apply to our rights in the event of material defects and defects of title of the goods and in the event of other breaches of duty by the Supplier, unless otherwise stipulated below.
- 10.2. In any case, those product specifications which, by designation or reference in the Order are the subject of the respective contract, shall be deemed to be a warranty regarding quality. It makes no difference whether the product information originates from us, the Supplier, or a manufacturer.
- 10.3. The Supplier warrants and represents that it shall:
 - 10.3.1. have all consents, licenses and authorisations necessary to deliver the goods and perform the services;
 - 10.3.2. observe, and ensure that the Supplier personnel observe all health and safety rules and regulations and any other security requirements that apply at any of our premises including the address for delivery of goods or performance of the services;
 - 10.3.3. keep us fully informed of all activities concerning the goods and services and provide activity reports on request.
- 10.4. Subject to clause 10.7, the Supplier warrants and represents that the goods and/or services shall for a period of two years from: (a) transfer of risk of the goods or completion of performance of the services; or (b) if later, acceptance of the goods or services by us:
 - 10.4.1. conform to any sample, and to the quality and description of their specification;
 - 10.4.2. be free from defects in design, material and workmanship;
 - 10.4.3. comply with all applicable laws, standards and best industry practice;
 - 10.4.4. if goods, be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
 - 10.4.5. if services, be supplied with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, Part II, s 13; and
 - 10.4.6. be fit for purpose and any purpose held out by the Supplier or any purpose made known to the supplier by us prior to acceptance of an Order.
- 10.5. We do not waive warranty claims by acceptance or by

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approval of samples or specimens submitted.

- 10.6. If we have agreed on limit quality values with the Supplier and determine in the random sampling procedure that these have been exceeded, we may at our discretion and without prejudice to other claims or rights: (a) reject the goods completely; (b) or inspect the goods at the Supplier's expense and risk and demand replacement of the defective parts.
- 10.7. Claims arising from defects of title shall not become time or statute-barred under any circumstances as long as the third party can still assert the right against us. There shall be no limitations on our ability to claim for defects caused by negligence, even where they remain unknown to us at the time of conclusion of the contract.
- 10.8. Upon receipt of our written notice of defects to the Supplier, the limitation period for warranty claim shall be suspended until the defect is resolved or it is agreed by both parties that the goods and/or services are not defective. In the event of replacement delivery and/or rectification of defects, the warranty period for replaced and rectified parts shall begin anew.
- 10.9. Subsequent performance shall also include, at the Supplier's cost and expense, the removal of the defective goods and their re-installation if the goods have been installed in another item or attached to another item in accordance with their type and intended use. The Supplier shall bear the expenses necessary for the purpose of inspection and subsequent performance even if it turns out that there was actually no defect.
- 10.10. If the Supplier fails to fulfil its obligation to remedy the defect - at our discretion by repair or replacement - within a reasonable period of time set by us, we shall be entitled to remedy the defect ourselves and may demand reimbursement of the necessary expenses or a corresponding advance payment from the Supplier. If subsequent performance by the Supplier has failed or is unreasonable for us (e.g. due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage), we shall inform the Supplier of such circumstances without delay, if possible in advance.
- 10.11. If a quality assurance agreement has been concluded with the Supplier, this shall remain unaffected and, in case of doubt, shall take precedence over the provisions agreed herein.
- 10.12. Our rights under these General Terms and Conditions of Purchase are in addition to, and do not exclude or modify, the rights and conditions contained in the Supply of Goods and Services Act 1982, s 12 to 16 and the Sale of Goods Act 1979, s 13 to 15.

11. Supplier Recourse

- 11.1. The Supplier acknowledges and accepts that where the

goods or services are supplied to one of our customers, we are entitled to demand from the Supplier exactly the type of subsequent performance (repair or replacement delivery) that we owe our customer in the individual case.

- 11.2. Before we acknowledge or fulfil a claim for defects asserted by our customer, we shall notify the Supplier and request a written statement from FANUC UK Limited, briefly explaining the facts of the claim. If a substantiated statement is not made within a reasonable period of time and if no amicable solution is reached, the claim for defects actually granted by us shall be deemed to be owed to our customer. In this case, the Supplier shall be obliged to prove the contrary and if it is unable to do so, the Supplier shall be liable for all costs of repair or remedy of defects.
- 11.3. Our rights under this clause 11, shall also apply if the defective goods have been further processed by us or another entrepreneur, e.g. by installation in another product.

12. Product/Producer liability

- 12.1. The Supplier shall indemnify and keep indemnified, us from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by us as a result of or in connection with:
 - 12.1.1. a defective product supplied by the Supplier, including product damage the cause of which lies within the Supplier's sphere of control;
 - 12.1.2. the Supplier's breach of any of its obligations under the contract, including the Supplier's breach of any warranty given by it; and
 - 12.1.3. any personal injury to or death of any person and/or any injury or damage to any property real or personal arising out of or in connection with the goods or services, save to the extent that such injury, death or damage is caused by our negligent acts or omissions.
- 12.2. This also includes an assumption of the costs of a necessary recall action on our part or other measures to avoid danger.
- 12.3. We shall inform the Supplier - as far as possible and reasonable - about the content and scope of recall measures and give him the opportunity to comment. The indemnity shall cover all costs and expenses in connection with the recall, including legal costs such as lawyers' fees to a reasonable amount. Further legal claims remain unaffected.
- 12.4. The Supplier shall be obliged to maintain product liability insurance at its own expense with a sum insured to be agreed in the individual case and shall send us

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confirmation of the insurance cover at any time on request.

13. Compliance with Regulations, Supporting Documents, Corporate Social Responsibility

- 13.1. The Supplier warrants compliance with all applicable laws and regulations.
- 13.2. If the legal requirements are met, the Supplier undertakes to provide a long-term Supplier's declaration (origin of the product, etc.) in a separate document in accordance with the legal requirements immediately after the Order is placed.
- 13.3. Particularly in the case of assembly work by the contractor, the contractor shall be responsible for compliance with all accident prevention regulations, all applicable occupational health and safety regulations and the like. He undertakes to pay the locally prescribed minimum wages. Persons who carry out work on our premises or on the premises of our customers in fulfilment of the contract must observe all relevant statutory provisions. Furthermore, they must inform themselves about and comply with our and our customers' safety regulations. In the event of non-compliance, we shall not be liable for accidents on our premises unless we have caused the accident intentionally or through negligence.
- 13.4. Insofar as deliveries are subject to foreign trade obligations, the Supplier shall observe all regulations on its own responsibility. The Supplier shall obtain the necessary permits. Imported goods shall be delivered duty paid.
- 13.5. The Supplier undertakes to comply with all applicable laws and regulations, including but not limited to legal requirements arising from the REACH etc (Amendment etc) (EU Exit) Regulations 2020 ("UK REACH") and the applicable registration, notification, and authorization obligations. The Supplier shall provide us with sufficient information for safe use of goods as we may require in order to apply with applicable laws and regulations. If, as a result of applicable laws and regulations, there are changes in the availability or intended use of materials, components, assemblies, finished products or packaging materials, or if measures are required by us, the Supplier shall inform us of this without delay; the Supplier shall also pass on the obligations referred to herein to its suppliers. Insofar as the Supplier is responsible for damage resulting from a breach of applicable laws and regulations, the Supplier shall indemnify us against claims for damages by third parties on demand and compensate us for the damage or losses incurred by us. The materials, components, assemblies, finished products or packaging materials shall not contain any substances with properties of very high concern which are listed in the respective current UK REACH candidate list. If substances with properties of

very high concern are contained in a concentration of more than 0.1 %, the Supplier shall inform us immediately.

- 13.6. The Supplier undertakes to comply with all applicable legal requirements for the parts and/or devices delivered to us including those requirements set out pursuant to the Waste Electrical and Electronic Equipment Regulations 2013 on the return of waste equipment (WEEE) and Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment Regulations 2012 on banned substances, and if relevant, the corresponding regulations in the EU. This applies in particular to the labelling of the equipment, the avoidance of prohibited substances and the provision of information for disposal companies. If changes to the parts and/or equipment to be supplied are necessary in Order to comply with the aforementioned legal standards, the Supplier is obliged to obtain our written consent before carrying out these changes.
- 13.7. The Supplier undertakes to hand over the goods free of paint wetting impairment substances (*LABS*).
- 13.8. Proofs of origin requested by us, e.g. Supplier's declarations, movement certificates, etc., shall be provided by the Supplier with all the necessary details and duly signed without delay.
- 13.9. The Supplier confirms that it has acknowledged and comply with the FANUC EUROPE Supplier Code of Conduct, which can be viewed on the website FANUC | The Factory Automation Company - Fanuc. In particular, he will ensure that children and young people are only employed in compliance with the regulations of the International Labour Organisation (ILO), the United Nations (UN) and national law. It will also impose this obligation on its Suppliers.
- 13.10. If the supplier should be in a breach of FANUC EUROPE Supplier Code of Conduct, FANUC shall have the right to terminate the contractual relationship immediately with immediate effect. In the event of termination due to non-compliance with the FANUC EUROPE Supplier Code of Conduct, the Supplier's claims for damages against FANUC are excluded.
- 13.11. Further agreements with the Supplier (e.g. based on a quality assurance agreement) remain unaffected.
- ### 14. Intellectual Property Rights
- 14.1. The Supplier warrants that no intellectual property rights and/or copyrights of third parties (hereinafter: IP Rights) are infringed in connection with its delivery or performance under the contract in the UK, countries of the European Union or other countries in which it manufactures the goods or has them manufactured; we are not obliged to conduct investigations as to whether such property rights of third parties exist.

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14.2. The Supplier shall indemnify, and keep indemnified, us from and against any losses, damages, li incurred by us in connection with alleged or actual infringement of a third party's IP Rights or other rights in connection with the supply or performance or manufacture of the goods or services (including the provision of software) under the contract or any claim or action that the receipt, use or possession of the goods or services infringes the IP Rights of any third party. The Supplier shall reimburse us for all costs (including legal fees) and incurred by us in connection with the infringement of third-party IP Rights.

14.3. Our further legal claims due to defects of title of the goods delivered to us shall remain unaffected.

14.4. All specifications provided by us and all IP Rights in the goods or services made or performed in accordance with such specifications and IP Rights in goods or services created specifically for us, whether by the Supplier or a third party acting on behalf of the Supplier, shall vest in and remain at all times the property of us and such IP Rights may only be used by the Supplier as necessary to perform the contract. The Supplier assigns (or shall procure the assignment) to us absolutely, with full title guarantee, all right, title and interest in any such IP Rights, and the Supplier shall do all such things and sign all documents necessary in our opinion to so vest all such IP Rights in us, and to enable us to defend and enforce such IP Rights.

15. Special Terms for Tools

15.1. The following terms and conditions shall apply regarding the order of parts for the manufacture or production of which the Supplier uses tools for which we pay the tool costs as agreed or which are made available to the Supplier by us:

Tools within the meaning of these General Terms and Conditions of Purchase are in particular punching and cutting tools, injection moulds, die-casting moulds, press moulds, chill moulds, models and dies.

15.2. The tool costs are inclusive of statutory value added tax, insofar as this is not shown separately.

15.3. Tools which we make available to the Supplier, or which are acquired or manufactured for contractual purposes and which are charged to us separately by the Supplier shall remain our property or shall pass into our ownership upon payment. The right to transfer the tools to third parties for the manufacture of parts for us, as well as to have the tools repaired, renewed, or modified by ourselves or by third parties, shall also pass to us with the ownership. The Supplier is obliged to identify the tools as our property, to store them carefully at its own expense and to insure them or their replacement value against loss and damage of any kind.

15.4. The costs of their maintenance and repair or renewal

shall be borne by the contracting parties - in the absence of an agreement to the contrary - in equal parts. However, insofar as these costs are attributable to defects in the items manufactured by the Supplier or to improper use on the part of the Supplier, its employees, or vicarious agents, they shall be borne solely by the Supplier. The Supplier shall notify us immediately of any damage to the tools that is not merely insignificant.

15.5. Upon request, the Supplier shall be obliged to return the tools to us in proper, good working condition if they are no longer required by him for the performance of the contracts concluded with us or if the delivery of the parts manufactured or produced with the tool is not made on time or in proper condition. If the Supplier fails to promptly return the tools on our request, the Supplier shall permit us to enter its premises for the purpose of recovering possession.

15.6. The Supplier may neither pass on the tools to third parties nor use them for its own or third-party purposes without our written consent. The confidentiality obligation in Sec. 9 shall apply accordingly with regard to the tools.

16. Services

If the ordered performance consists of a service, the following additional provisions shall apply:

16.1. Any travel costs, expenses and the provision of tools shall be paid by the Supplier, unless otherwise agreed in writing.

16.2. The Supplier undertakes to carry out the work by its own trained personnel and to engage subcontractors only with our prior consent. If the Supplier uses subcontractors, the Supplier shall be responsible for the subcontractors as if it were the Supplier performing the services.

16.3. Any necessary rectification shall be carried out without delay.

16.4. We shall be entitled to the rights of use and ownership of the service provided and paid for. The Supplier shall also not make any contradictory marking on drawings and other documents.

17. Software Rights

17.1. In the case of the delivery of software, we and any entity that directly or indirectly controls us or is controlled by or is under common control with us ("Affiliate") shall have all relevant rights and be entitled to carry out all relevant processes which are necessary or useful in order to use the software in a comprehensive manner.

17.2. We may have the operation of the Software - also for the benefit of our Affiliates - carried out by a third party (e.g. as outsourcing or hosting).

17.3. The Supplier grants us and our Affiliates, an irrevocable

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(except in the event of termination or expiry of the contract), non-exclusive license to install and use the software for any purpose related to its business, in particular to run the software, to store it, to reproduce it and to make it publicly and non-publicly accessible. The permitted operation of the software also includes the creation of backup and archive copies and the right to print out the user manual and other information and to make them available to Affiliates in any technical manner.

17.4. If the software is produced specifically for us, the Supplier assigns (or shall procure the assignment) to us absolutely, on its creation, with full title guarantee, all IP Rights in the software, and the Supplier shall do all such things and sign all documents necessary in our opinion to so vest all such IP Rights in us, and to enable us to defend and enforce such IP Rights. The Supplier shall deliver the software to us in such format as reasonably requested by us. The Supplier shall deliver the software in object code and source code. The Supplier warrants the software does not infringe the IP Rights of any third party.

17.5. The use of open-source software components is generally prohibited. Insofar as open-source components are to be used within the scope of the development, these components (e.g. libraries and development tools) are to be expressly named by the Supplier, stating the license form, the connection to the software to be delivered as well as the possible alternatives for use and released by us in writing in the respective individual case before delivery.

18. Force majeure

Serious events, such as in particular force majeure, measures in connection with pandemics, industrial disputes, riots, war, or terrorist conflicts, which entail unforeseeable consequences for the performance of services, shall release the contracting parties from their performance obligations for the duration of the disruption and to the extent of its effect, even if they should be in default. An automatic termination of the contract is not associated with this. The contracting parties are obliged to notify each other of such an impediment and to adjust their obligations to the changed circumstances in good faith.

19. Limitation of liability

19.1. Subject to clauses 19.2 and 19.3, our total liability under or in connection with each contract shall not exceed the value of the Order to which the claim relates.

19.2. Subject to clause 19.3, we shall not be liable for any of the following (whether direct or indirect): (a) loss of profit; (b) loss of or corruption to data; (c) loss of use; (d) loss of production; (e) loss of contract; (f) loss of opportunity; (g) loss of savings, discount or rebate

(whether actual or anticipated); (h) harm to reputation or loss of goodwill; or (i) any type of consequential, indirect or special losses.

19.3. Nothing in these General Terms and Conditions of Purchase shall limit or exclude liability for:

19.3.1. death or personal injury caused by negligence.

19.3.2. fraud or fraudulent misrepresentation; or

19.3.3. any other losses which cannot be excluded or limited by applicable laws.

20. Termination

20.1. Without affecting any other right or remedy, we may terminate a contract any time by giving notice in writing to the Supplier if:

20.1.1. the Supplier commits a material breach of the contract which, if such breach is remediable, it fails to remedy it within 14 days of being given notice to do so;

20.1.2. any consent, license or authorisation held by the Supplier is revoked or modified such that the Supplier is no longer able to comply with its obligations under the contract or receive any benefit to which it is entitled;

20.1.3. the Supplier makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to administration or liquidation (otherwise than for the purposes of solvent amalgamation or reconstruction);

20.1.4. an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Supplier;

20.1.5. the Supplier suspends or threatens to suspend, or ceases, or threatens to cease, to carry on all or a substantial part of its business;

20.1.6. the Supplier takes any preparatory step in respect of any of the above; or

20.1.7. we reasonably believe that any of the events mentioned above is about to occur in relation to the Supplier.

20.2. If the Supplier becomes aware that any event has occurred, or circumstances exist, which may entitle us to terminate the contract under this clause 20, it shall immediately notify us in writing.

21. Notices

21.1. Any notice given by a party under these General Terms and Conditions of Purchase shall be in writing and in English and sent to a party's address as set out in the

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Order. Notices may be given and shall be deemed received: (a) by first-class post: two Business Days after posting; (b) by airmail: seven Business Days after posting; and (c) by hand: on delivery.

21.2. This clause does not apply to notices given in legal proceedings.

22. General

22.1. No failure or delay by us in exercising any right, power or privilege under the contract will impair the same or operate as a waiver of the same nor will any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in the contract are cumulative and not exclusive of any rights and remedies provided by law.

22.2. The contract will not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in it. Neither party will have, nor represent that it has, any authority to make any commitments on the other party's behalf.

22.3. If any provision of the contract is prohibited by law or judged by a court to be unlawful, void, or unenforceable, the provision will, to the extent required, be severed from the contract and rendered ineffective as far as possible without modifying the remaining provisions of the contract and will not in any way affect any other circumstances of or the validity or enforcement of the contract.

22.4. A person who is not a party to the contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the contract.

22.5. The Supplier shall at our request, and at the Supplier's own cost, do all acts and execute all documents which are necessary to give full effect to the contract.

22.6. The rights and remedies provided in the contract for us only are cumulative and not exclusive of any rights and remedies provided by law.

22.7. Save as otherwise provided in the contract, the Supplier may not assign, subcontract, or encumber any right or obligation under the contract, in whole or in part, without our prior written consent.

23. General Compliance

The Supplier agrees to comply with all applicable laws, regulations, and international standards, with special attention to those relating to anti-bribery and corruption, competition and fair business practices, and trade regulations, international export controls and EU, UN and US Sanctions regimes.

24. Anti-bribery and Anti-Corruption Clause

The Supplier shall not, directly, or indirectly, offer, promise, give, authorize, or solicit any financial or other advantage, whether in cash or in kind, to any person, including any public official or private individual, with the intent to influence any act or decision, or to obtain or retain business or gain any improper advantage.

25. Competition and Fair Business Practices

The Supplier shall not engage in any anti-competitive practices, including but not limited to price-fixing, market sharing, market segmentation, illicit agreements, or dealings, bid rigging, or any conduct that may violate EU, US or local competition laws.

26. Compliance with Trade regulations and International Sanctions

The Supplier shall ensure that its products, services, and technology comply with all applicable export control laws and regulations, including but not limited to restrictions on the export or re-export of certain goods, technology, or services to restricted countries, entities, or individuals.

Moreover, the Supplier shall not engage in any transactions or business activities that violate international sanctions imposed by the European Union, the United Nations, or other relevant authorities. This includes but is not limited to conducting business with restricted countries, entities, or individuals subject to sanctions.

27. Final Clauses

27.1. The agreed place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our registered office in Ansty Park, Coventry. However, we are also entitled in all cases to bring an action at the place of performance of the delivery obligation in accordance with these General Terms and Conditions of Purchase or a prior individual agreement or at the Supplier's place of business or before other competent courts. Mandatory statutory provisions, in particular on exclusive jurisdiction, shall remain unaffected.

27.2. The legal relations in connection with this contract shall be governed by English law.