

Terms and Conditions

These Terms and Conditions shall apply to any order placed with OCR whether by means of acceptance of a formal quotation or otherwise. Where a contract is formed otherwise than through acceptance of a formal quotation provided by OCR, the Customer shall be deemed to have made an offer on the terms of a formal quotation and subject to these Terms and Conditions. Any reference to the Customer or the Contract herein should be construed accordingly.

1. Definitions

Associates

Means in relation to either party a company which is a subsidiary (as defined in section 1159 of the Companies Act 2006) or holding company of such party or a subsidiary of such holding company or any other body, firm, partnership, company or otherwise with which such party is associated.

Confidential Information

Any business or technical information belonging to OC Robotics Limited or provided by OC Robotics Limited to the Customer which is: (i) not already known to the supplier; and (ii) not within the public domain. This includes without limitation any information about OC Robotics Limited's business, financial data, manufacturing and research plans, methods and projects, formulae, techniques, processes, shop practices, apparatus, equipment and systems, materials and products, product design and specifications, manufacturing procedures and tolerances, research tools, test procedures, prices and pricing formulae and cost information, customer lists, customers' special materials and product specifications and requirements, marketing plans and strategies, sales plans and strategies, analyses of competitors, suppliers, sales records, sample records, salesmen's reports, customer contact reports, customer records and information, research data, know-how data, designs, drawings and blueprints, computer software, inventions recorded in tangible form, and personnel data.

Confidential Information will also include any document (whether hard copy or electronic) marked as confidential and any information which, by virtue either of its nature or the circumstances in which it is provided or obtained, should reasonably be understood to be confidential.

Contract	The legal contract entered into between OC Robotics Limited and a Customer following acceptance of a quotation by the Customer.
Contract Price	The price stated at paragraph 4 of the quotation or otherwise agreed in writing between OC Robotics Limited and the Customer.
Contract Specification	The provision of goods and/or services reasonably capable of meeting the 'Proposed Solution' set out within the relevant quotation.
Customer	Any individual, firm/partnership or company identified that places an order with OC Robotics Limited.
Intellectual Property	Any actual, potential or prospective intellectual property rights held by OC Robotics Limited, its Associates, employees or agents. This includes any copyright, patent, trade mark, design (whether registered or otherwise) or any other similar or equivalent legal right or interest capable of protection, including rights in any design, process, image, name, symbol, image or words.
OCR	Oliver Crispin Robotics Limited.
Project	The development and/or provision of the goods, items and/services detailed within the relevant quotation, contract or order.
VAT	Value Added Tax at the prevailing rate.

2. Price

- 2.1 Any price quoted by OCR is exclusive of VAT and any other sales taxes and import and/or export charges or levies, which are payable by the Customer in addition; and
- 2.2 All prices quoted are in pounds sterling (GBP). Any Customer making payment in a currency other than pounds sterling will bear the risk of currency fluctuations during the life of the Contract;

3. Compliance with Contract Specification

- 3.1 OCR shall take reasonable care to ensure that it meets the Contract Specification;
- 3.2 OCR's ability to meet the Contract Specification may be dependent upon the provision of information and/or instructions from the Customer, including the ability to attend the Customer's site to take measurements, photographs and/or readings. OCR cannot ensure compliance with

the Contract Specification where such information and/or instructions are not provided on request;

- 3.3 OCR does not accept liability or responsibility for the reliability or accuracy of any instructions provided by the Customer and shall not be responsible for any failure to meet the Contract Specification where such failure is as a result of the instructions and/or information provided or a lack of access to the Customer's premises; and
- 3.4 The Customer agrees to comply with any reasonable request from OCR for information and/or instructions, and/or any request to access the Customer's premises for the purposes of taking measurements, photographs and/or readings.

4. Payment

- 4.1 Payment shall be due from the customer within [30] days of the date of any invoice raised by OCR;
- 4.2 If payment is not made within [30] days then OCR shall be entitled to charge the Customer simple interest on any sum or sums outstanding at the rate of [8]% above the Bank of England Base Rate from time to time; and
- 4.3 In the event of any dispute about the receipt of an invoice by the Customer, the provisions of clause 22 (Notices) shall apply.

5. Set-Off & Lien

- 5.1 OCR shall be entitled to set-off any sum owed to it (including any sum claimed in actual or contemplated legal proceedings) against any sum it owes to a Customer;
- 5.2 The Customer shall have no right of abatement, reduction or set-off in respect of any sums payable under any contract with OCR;
- 5.3 OCR shall be entitled to exercise a general lien over any actual or future property belonging to a Customer (including withholding delivery of any item, goods or service which would otherwise be due to the Customer) to secure payment of any sums owed to it by the Customer; and
- 5.4 No Customer shall be entitled to exercise a lien over any goods or other property owned by or due to OCR to secure payment of any of OCR's debts or obligations.

6. Timescales and Delivery

- 6.1 OCR shall take reasonable care to ensure that the Contract Specification is met within the timescales and/or delivery date(s) as set out within the relevant quotation;

- 6.2 As with compliance with the Contract Specification, OCR's ability to meet timescales and/or delivery dates may be dependent upon the receipt of information and/or instructions from the Customer and/or gaining access to the Customer's premises in order to obtain information and/or measurements. OCR reserve the right to unilaterally amend or vary any timescales and/or delivery dates where the same cannot be met due to the need to obtain such information, instructions and/or access;
- 6.3 The timescales and/or delivery date(s) given within any quotation are indicative only and performance of the Contact (or specified parts or stages thereof) by the dates given shall not be terms of the Contract unless specifically agreed in writing between OCR and the Customer prior to work on the Contract commencing;
- 6.4 In no case will compliance with the timescales and/or delivery date(s) given within any quotation be of the essence of the contract or will compliance with any timescale or delivery date by a condition precedent for the obligation to make payment on behalf of the Customer; and
- 6.5 OCR shall not be liable for any losses or expenses incurred by the Customer as a result of timescales and/or delivery date(s) not being met.

7. Ownership of Intellectual Property

- 7.1 OCR shall own and/or retain ownership of all Intellectual Property rights that either pre-date or are created during the Project;
- 7.2 For the avoidance of doubt, OCR will retain complete ownership of all Intellectual Property relating to snake-arm robot technology including (but not limited to) all intellectual property relating to both the hardware and software in:
 - 7.2.1 The robot and its component parts;
 - 7.2.2 The robot arm and its transmission components;
 - 7.2.3 The robot control system
 - 7.2.4 The environmental sensing system for the purposes of robot control;
 - 7.2.5 The robot user interface;
 - 7.2.6 Interfaces to tip mounted tools and sensors; and
 - 7.2.7 All simulation software;
- 7.3 No right to use, copy or retain OCR's Intellectual Property is created by the Contact. The Customer shall only be able to make use of OCR's Intellectual Property in so far as is necessary for utilising and/or maintaining and goods or items provided under the Contract. In no event shall

Customer disassemble, decompile reverse engineer or create derivative works relating to any part of the project hardware, software or any goods provided.

8. Risk and Title

- 8.1 The legal title to any goods provided or due to be provided by OCR under the Contract shall remain with OCR until the Customer has paid: (i) the full Contract Price; and, in the event of late payment, (ii) any interest payable under clause 4.2 above;
- 8.2 The risk in any goods shall pass when the goods in question leave OCR's premises for the purposes of delivery; and
- 8.3 The Customer shall ensure that all goods are insured to their full replacement value from the time that they leave OCR's premises until title passes under clause 8.1. The Customer shall produce written evidence of such insurance upon request from OCR.
- 8.4 If Customer decides to sell or otherwise transfer any goods provided under this Contract, Customer shall first offer OCR such goods for purchase not to exceed the price paid by Customer to OCR for the goods, such price to be negotiated in good faith. OCR shall have thirty (30) days to respond and confirm or reject such offer.

9. Limit of Liability

- 9.1 OCR shall not accept any liability for any breach of contract, any failure to meet timescales and/or delivery dates, or any failure to meet the Contract Specifications where the same is due to either: (i) instructions or information provided by the Customer, including errors or mistakes therein and the lack thereof; or (ii) any delay by the customer in providing the same;
- 9.2 OCR are not under any duty or obligation to check the accuracy of any information and/or instructions provided by the Customer and shall not be liable for any failure to identify and/or correct any errors, inaccuracies or omissions in any information and/or instructions provided;
- 9.3 OCR shall not be liable for any lost profits or consequential losses sustained by any Customer as a result OCR's breach of any contract or other legal duty (including but not limited to any duty of care in tort);
- 9.4 OCR accepts no responsibility for the accuracy of any information and/or advice provided other than for the express purposes of the Project and the provision of the 'Proposed Solution' set out within the relevant quotation. OCR shall not be liable for any losses or expenses suffered or incurred by the Customer due to reliance upon information and/or advice other than for the purposes for which it was expressly provided;

9.5 OCR shall not owe any duty and shall not have any responsibility or liability to any individual other than the Customer

9.6 In any case, OCR's liability under the Contract (including any liability to pay damages, interest and legal costs) will be limited to a sum equivalent to the lesser of:

9.6.1 The Contract Price; and

9.6.2 [£3,000,000]

The above limit will apply to the aggregate value of all claims made under the Contract.

9.7 This clause shall not apply in respect of OCR's liability for any personal injury caused by it, or by its agents or employees acting in the course of their employment, in the performance of the Contract.

10. Indemnity and Insurance

10.1 The Customer shall hold and keep OCR fully indemnified from, and against, all actions, costs, claims, demands, and liability whatsoever in respect of any injury or damage to persons or property due to, or arising out of, any actions (or culpable inaction, including the breach of any legal duty) by the Customer or its agents or employees;

10.2 The Customer shall further hold and keep OCR fully indemnified from, and against, all actions, costs, claims, demands, and liability whatsoever in respect of any injury to OCR's agents and employees or damage to OCR's property causes or sustained on the Customer's premises; and

10.3 The Customer undertakes that it will maintain sufficient insurance to cover the indemnity provided by this clause and shall provide written evidence of such insurance upon request by OCR. For the avoidance of doubt, this will include maintaining public liability insurance with an indemnity limit of at least £1,000,000 (one million pounds).

11. Confidential Information

11.1 The Customer shall ensure that any Confidential Information provided to it or of which it becomes aware during the course of a Project:

11.1.1 Will not be used for any purpose for which it was not expressly provided;

11.1.2 Is not disclosed to any individual (including the Customer's own employees and agents) save in so far as is necessary for the performance of the Project and the operation or use of any goods or machinery provided by OCR under the Contract;

11.1.3 Is kept in a secure location and cannot be accessed by unauthorised persons; and

11.1.4 Is protected from disclosure by the Customer's employees and/or agents by means of restrictive covenants within their contract of employment.

- 11.2 The Customer will indemnify OCR in respect of any losses sustained or expenses incurred as a result of the above clause being breached including (but not limited to) indemnifying OCR for the cost of taking legal proceedings to recover and/or seek the destruction of its Confidential Information.
- 11.3 OCR may require the Customer to enter into a further and specific confidentiality undertaking or agreement as a condition of continuing with the Project. The Customer hereby undertakes and agrees that it will comply with any reasonable such request.
- 11.4 The Customer shall ensure publications containing details of the project or pertaining to goods provided during the project are reviewed with OC Robotics. In no event shall Customer allow pictures of the internals of the goods to be published to public domain websites, social media networks or other such media.

12. Termination (Insolvency)

12.1 If at any time after the commencement of the contract the Customer shall:

12.1.1 In the case of an individual or any individual member of a partnership become unable to pay its debts within the meaning of section 268 of the Insolvency Act 1986, become the subject of a petition for a bankruptcy order, become the subject of an application for an interim order appointing a nominee, become the subject of a debt relief order, enter into an arrangement with its creditors or commit any act of bankruptcy; or

12.1.2 In the case of a limited company or partnership (including a LLP), become unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, become the subject of a winding up petition or order or an application or order for the appointment of an administrator or receiver or manager, or call a meeting of its creditors;

then OCR shall be entitled to treat the contract as repudiated or wrongfully terminated by the Customer and to cease work under the same.

12.2 In the event of termination under the above clause, OCR shall be entitled to charge the Customer its reasonable costs and expenses in undertaking its obligations under the Contract up to the date of termination. OCR shall further be entitled to claim from the Customer for the loss of any

profits that would have been made had the Contract been fully performed and the Contract Price paid in full.

13. Termination Generally

13.1 If the Customer breaches any of these Terms and Conditions:

13.1.1 If the breach is capable of remedy (for example a failure to make payment or provide information or instructions when requested) then OCR may give the Customer notice of the breach and require the Customer to remedy the same. If, within 30 days of such notice being given, the Customer fails to remedy the breach or breaches complained of then OCR may give notice terminating the Contract; and

13.1.2 If any breach by the Customer is incapable of remedy then OCR may give notice terminating the Contract with immediate effect.

13.2 In the event that OCR gives notice under clause 13.1.1 requiring a Customer to remedy a breach, OCR shall be entitled to suspend performance of its obligations and to increase and timescales and/or move back any delivery date(s) for the period the breach remains outstanding.

13.3 In any case where the Contract is terminated following breach by the Customer, OCR shall be entitled to recover from the Customer its reasonable costs and expenses in undertaking its obligations under the Contract up to the date of termination. OCR shall further be entitled to claim from the Customer for the loss of any profits that would have been made had the Contract been fully performed and the Contract Price paid in full.

14. Force Majeure

14.1 Notwithstanding anything contained in these terms and conditions, neither OCR nor the Supplier shall be liable for any loss, damage, or expense suffered or incurred by the other party by reason of matters outside of its control and that it could not have reasonably prevented or avoided.

14.2 The matters deemed outside of a party's control shall include, but shall not be limited to: fire; flood, earthquake, or other natural disaster; tornado, typhoon, hurricane or other extreme weather event; accident, wars, strikes, lockouts, or any restriction or prohibition imposed by the Government or any duly authorised authority.

15. Assignment and Delegation

- 15.1 The Customer is not at liberty to assign its rights or interests in any contract with OCR, or any legal claim it may have against OCR, without the prior written consent of the Managing Director of OCR.
- 15.2 OCR shall at all times be entitled to sub-contract or delegate performance of the Project and/or the Contract (or any constituent part thereof) such as it in its absolute discretion sees fit.
- 15.3 Any sub-contract or delegation shall not relieve OCR of its obligations to the Customer, including in particular its obligations in respect of the Contract Specification, Timescales and Delivery Dates.

16. Waiver

- 16.1 No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of the contract shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this contract; and
- 16.2 Further, any individual decision by a party to waive their rights under this contract shall act in respect of that individual decision only and shall not be taken as a general waiver applicable in the same or similar circumstances.

17. Dispute Resolution

- 17.1 In the event of a dispute arising between OCR and a Customer about or in connection with the terms and/or performance and/or termination of the Contract then both parties shall endeavour to settle such dispute without recourse to litigation.
- 17.2 Any party wishing to raise a dispute (“the Complainant”) must give notice to the other (“the Respondent”) of the fact of the dispute accompanied with brief particulars setting out: (i) the terms of the Contract relied upon; (ii) the way(s) in which such term(s) are said to have been breached; (iii) the effect of such breach; and (iv) the losses and/or expenses said to have been incurred as a result (as relevant).
- 17.3 On being served with such notice, the Respondent shall have 28 days to brief particulars setting out its position to the Complainant’s contentions in respect of (i) to (iv) above.
- 17.4 In the absence of such response within the initial 28 day period, the Complainant may give 28 days’ notice of their intention to issue legal proceedings. If no response is received within this further 28 day period then the Complainant shall be at liberty to issue legal proceedings without

further notice to the Respondent. If a response is provided either within the initial or further 28 day period then the following provisions shall apply:

- 17.4.1 The parties shall have a period of [3] months of service of the Respondent's response to negotiate a resolution to their dispute;
- 17.4.2 If the parties are unable to agree a resolution of the dispute within this [3] month period then they shall jointly agree the appointment of a neutral mediator to whom the dispute shall be referred. In the absence of agreement the parties shall ask the chair of the Bar Council of England and Wales to nominate a suitably qualified Barrister of at least 10 years call to act as mediator;
- 17.4.3 The costs of the mediator shall in the first instance be borne jointly by the parties;
- 17.4.4 The parties shall each use their best endeavours to provide the mediator with any information that the mediator reasonably requires to assist with the resolution of the dispute; and
- 17.4.5 Any decisions as to the venue, process or procedure to be followed will be for the mediatory to decide.

17.5 In any case, including one in which no response is provided, the Complainant shall not be at liberty to issue legal proceedings until it has first made a *bona fide* offer of settlement.

17.6 Clause 17 shall not apply to cases of late or non-payment by the Customer and, in such cases, OCR shall be at liberty to issue legal proceedings to recover any debt due to it as and when it sees fit. The Customer shall not raise, and moreover shall not be entitled to raise, a defence of abatement or set off in any such proceedings by reason of clause 5 above.

18 Third Party Rights

18.1 Unless the right of enforcement is expressly granted, it is not intended that a third party should have a right to enforce a provision of this contract pursuant to the Contracts (Rights of Third Parties) Act 1999. The parties may rescind or vary this contract without the consent of a third party to whom an express right to enforce any of its terms has been provided.

19 Severability

- 19.1 These terms and conditions create separate and independent obligations between the parties;
and
- 19.2 If any provision in this contract shall in whole or in part be held to any extent to be unlawful or unenforceable under any enactment or rule of law, then the provision or part thereof shall be treated as if struck through and the remainder of the provisions shall stand in full force and effect.

20 Disclaimer of Warranties and Representations

- 20.1 The Customer warrants and agrees that in accepting any quotation and/or entering into the Contract, it is not relying upon representation or collateral warranty given by OCR either directly or via nay of its employees or agents;
- 20.2 In particular, the Customer accepts that it is not relying upon any representation or warranty as to the suitability, fitness for purpose or performance of the Proposed Solution or of any goods/machinery to be provided and/or service supplied by OCR;
- 20.3 The Customer further warrants and agrees that it has not been provided with any collateral warranty or guarantee by OCR, or any of its suppliers, employees or agents; and
- 20.4 The suitability, fitness for purpose and performance of the Proposed Solution or of any goods/machinery to be provided by OCR is only guaranteed as provided for in these Terms and Conditions;

21 Non-Solicitation

- 21.1 During the course of the Project, the Customer and its employees/agents may be required to work closely with the employees/agents of OCR. OCR invest a considerable amount of time and money in the selection, recruitment and training of such employees and agents and the parties agree that OCR have a legitimate interest in seeking both to protect that investment and to ensure the ongoing ability to provide services to its customers.
- 21.2 In order to protect OCR's legitimate interest, the Customer undertakes that during the course or performance of any Project or Contract and for a period of two years following the later of the termination of any Contract or the completion of any Project it will not attempt, whether directly or indirectly, to solicit or entice away from the employment or engagement of OCR any individual (be they employee, contractor, agent or otherwise) with whom it or any of its employees or agents has had direct contact.

21.3 As a separate and independent obligation from clause 21.2 above, the Customer similarly undertakes that for the same period it will not, either directly or indirectly, employ or engage any individual who is or during the said period was an employee, contractor or agent of OCR's with whom it or any of its employees or agents has had direct contact.

21.4 The provisions of clauses 21.2 and 21.3 may be waived by the written consent of the Managing Director of OCR. Such consent will not be unreasonably refused.

22 Notices

22.1 Any notification by either party to the other shall be in writing, delivered by first class post or e-mail to the other party at the address shown in the relevant quotation. All notices shall be deemed duly given on the day of posting or, if sent by e-mail, immediately when the notice is transmitted.

22.2 In the event that no email address is specified for OCR within the quotation, or in the event that an email is sent to that address, but is not acknowledged within 7 days of sending, any notice should be sent (or, as applicable re-sent) to **TBC**.

23 Data Protection

23.1 The Customer warrants that it has obtained any consent(s) necessary under the provisions of the Data Protection Act 1998 for any processing of personal or sensitive personal information that may reasonably be required of or by OCR during the Project.

24 Entire Agreement

24.1 The parties accept and agree that these Terms and Conditions and the contents of the relevant quotation constitute the entire agreement between them and supersede and previous agreement, accord or understanding.

25 Proper Law and Jurisdiction

25.1 This contract and the terms and conditions shall be subject to and construed in accordance with the law of English and Wales and the parties submit to the jurisdiction of the English Courts in relation to all issues.

26 Interpretation

26.1 The headings and numbering used in these terms and conditions are for convenience only and shall not affect their legal effect or interpretation.