

Roke Manor Research Limited
Supply of Goods and Services Terms

1 Definitions

- 1.1 "Agreement" means the contract for the supply of the Goods and/or Services entered into between Roke and the Customer on the acceptance by Roke of the Customer's Purchase Order in writing, which incorporates the Proposal and is subject to these Terms.
- 1.2 "Contract Period" means the duration of this Agreement which shall be in accordance with the Proposal.
- 1.3 "Customer" means the company purchasing the Goods and/or Services as named in the Proposal.
- 1.4 "Effective Date" means the date of acceptance of the Purchase Order in writing by Roke or receipt of any advance payments requested as stated in the Proposal, whichever is the later.
- 1.5 "Goods" shall mean any or all of the goods described in the Proposal.
- 1.6 "Party" and "Parties(s)" means individually and collectively the Customer and Roke.
- 1.7 "Proposal" means Roke's proposal for the Goods and/or Services.
- 1.8 "Purchase Order" means the Customer's purchase order provided to Roke for the Goods and/or Services.
- 1.9 "Roke" means Roke Manor Research Limited, Roke Manor, Romsey, Hampshire SO51 0ZN.
- 1.10 "Services" means the services and any resulting documentation supplied by Roke as detailed in the Proposal.
- 1.11 "Terms" means these Supply of Goods and Services Terms.
- 1.12 "Third-Party Licences" means any open-source software licences and/or any proprietary third-party software licences relating to the Goods or Services.

2 Agreement of the Parties

- 2.1 This Agreement shall be effective from the Effective Date.
- 2.2 These Terms and the Proposal, including any variation thereto as confirmed in Roke's acceptance of the Purchase Order, represents the entire Agreement between the Parties and supersedes all previous conditions, understandings, commitments, agreements or representations (other than fraudulent misrepresentations) whatsoever whether oral or written relating to the subject matter hereof and constitutes the entire agreement between the Parties relating to the subject matter hereof.
- 2.3 Each Party warrants to the other that it has not relied upon any representation not recorded here which has induced it to enter into this Agreement.
- 2.4 No amendment to this Agreement will be valid unless confirmed in writing and signed by an authorised signatory of both Parties on or after the Effective Date.
- 2.5 In the event that any of the terms and conditions of these Terms are judged to be in whole or in part illegal or unenforceable for any reason the remainder of these terms and conditions shall remain in force.
- 2.6 No delay or failure by either Party in enforcing its respective rights will prejudice or restrict the rights of that Party and no waiver of any such rights, or of any breach of any contractual terms, will be deemed to be a waiver of any other right or of any later breach.
- 2.7 Neither Party will assign or transfer its rights under the Agreement without the prior written consent of the other Party except that Roke is entitled to use sub-contracted personnel in the performance of the Services.

3 The Goods and/or Services

- 3.1 Roke shall supply the Goods and/or Services as specified in the Proposal in accordance with the terms and conditions of these Terms.
- 3.2 Roke shall exercise all reasonable skill and care in the performance of the Services and shall use suitably qualified staff.
- 3.3 Except for the express warranties stated in these Terms, Roke disclaims and excludes all other warranties whether express or implied in law to the fullest extent permitted by law.

4 Documents and Reports

- 4.1 As part of the Services Roke may be required to produce written documentation as further detailed in the Proposal.
- 4.2 The copyright in such documentation shall remain vested in Roke.

5 Price

- 5.1 The price for the Goods and Services shall either be (i) fixed and firm or (ii) time and materials as detailed in the Proposal.
- 5.2 There shall be no variation to a fixed and firm price as a result of the actual costs incurred by Roke except where Roke incurs additional costs due to any failure of the Customer to perform its obligations, or a variation to the scope of supply or specification is agreed in writing between the Parties.
- 5.3 Time and materials charges will be calculated in accordance with rates stated in the Proposal up to the stated maximum/not to exceed price, which will not be exceeded without the prior agreement of the Customer.
- 5.4 Unless otherwise specified in the Proposal, prices for Goods are for delivery FCA Free Carrier Roke, Romsey (in accordance with Incoterms 2020) and are subject to Roke's right to increase any price to take account of delivery charges, insurance costs, special handling charges (if any) and/or packaging charges (if any), changes in any taxes, duties or levies charged on or in relation to equipment, goods, materials or services used on or in relation to this Agreement and/or any extra costs or expense incurred by Roke as a result of site conditions, delays, interruptions, lack of information, changes in exchange rates and/or without limitation any other factors beyond Roke's control.
- 5.5 All prices quoted by Roke are exclusive of VAT and all other taxes and duties. All such taxes and duties which Roke will have to pay or collect in connection with this Agreement will be promptly reimbursed by the Customer.

6 Payment

- 6.1 The Customer agrees to pay the price in accordance with the payment arrangements stated in the Proposal.
- 6.2 Payment is to be submitted in pounds sterling to the following account:
 - Bank Name: Barclays Bank PLC
 - Branch: 67/69 West Street, Fareham, Hampshire PO16 0AW
 - Sort Code: 20-31-05
 - Account Number: 43229289
 - Account name: Roke Manor Research Limited
- 6.3 With the exception of any payments which are due immediately upon acceptance of the Purchase Order or prior to commencement of specific activities (as detailed in the Proposal), all payments are to be made within 30 days of the date of invoice.
- 6.4 All payments which are not received when payable will be considered overdue and remain payable by the Customer together with interest for late payment at the rate of four per cent (4%) above Barclays Bank base rate from the date payable until the date payment is received. Such interest is due for payment immediately on invoice.

- 6.5 Notwithstanding the above provisions for late payment, in such event Roke may, at its option and without prejudice to any other remedy at any time after payment has become overdue:
- a) on the expiration of seven days notice in writing to the Customer Roke shall be entitled to sell or otherwise dispose of any of the Customer's goods or property over which it has a lien, in accordance with clause 10, and to apply any proceeds received towards payment of such sums due; or
 - b) terminate this Agreement.
- 6.6 If Roke becomes entitled to terminate this Agreement for any reason, any sums then due to Roke will immediately be payable in full.
- 6.7 In no case shall any dispute concerning any item or separate part of the Goods or Services or any further contractual obligation of Roke to the Customer affect the Customer's obligation in respect of payments for other parts if any part or instalment of the price is not paid when due, or work on the Goods is held up for any reason attributable to the Customer, or the Customer incurs bankruptcy, insolvency, liquidation or the appointment of a receiver, the full price of the Goods less any sums already paid in respect of the Goods and/or works done by Roke shall immediately become due and payable by the Customer and Roke may at its option cancel the Agreement or cancel or suspend despatch of the Goods and/or delivery of the Services.

7 Inspection and Non-Conforming Goods

- 7.1 The Customer shall be responsible for inspecting the Goods on arrival and shall notify Roke immediately if there is any damage, discrepancy or shortage or within 7 days after receipt of notice of despatch in the event of non-arrival.
- 7.2 Roke reserves the right at its sole discretion to decide whether Goods are non-conforming.
- 7.3 Visibly non-conforming Goods will be replaced or rectified by Roke as originally ordered or if rectification or replacement is not practicable Roke will credit the value of the Goods at the issued invoice price.
- 7.4 Claims made under 7.1 above must be made in writing to Roke within 7 days of the date of delivery.
- 7.5 Subject to clause 8, Roke shall not be liable for any loss, damage or expense whatsoever and howsoever arising from any defect save as detailed in 7.3 above.
- 7.6 Non-conformance discovered in any delivery shall not entitle the Customer to rescind the remainder of the Agreement.
- 7.7 All carriage charges arising hereunder are the responsibility of the Customer.
- 7.8 Roke shall be entitled to withhold delivery of any Goods and/or provision of Services if payment in respect of previous deliveries of Goods or Services is due and outstanding.

8 Warranty

- 8.1 With respect to the Goods, Roke will at its sole option repair, replace, grant a credit or refund in respect of any of the Goods which are found to be defective in materials or workmanship within a period of twelve (12) months for hardware and three (3) months for software from delivery of the Goods to the Customer, provided that the Customer gives written notice to Roke, within the warranty period, setting out the nature of any such defect, the serial number of the goods supplied, the invoice number (if any) and the date.
- 8.2 The foregoing warranty shall not cover repairs or damage necessitated or caused otherwise than by defects in materials or workmanship and without prejudice to the generality of the foregoing shall not cover repairs or damage necessitated or caused by fair wear and tear or by improper use installation or repair or by neglect, alteration, tampering, disassembly, accidental or deliberate damage.
- 8.3 The foregoing warranty shall not apply to any replacement parts supplied by Roke under this warranty for the Goods instead the warranty period applicable to the original Goods shall apply.

- 8.4 The foregoing warranty shall not be available for the benefit of any person other than the Customer.
- 8.5 Where only part of the Goods is found to be defective Roke shall only be under an obligation to repair or grant a credit in accordance with the foregoing warranty in respect of that part found to be defective.
- 8.6 The Customer shall give access and full co-operation to Roke to carry out its obligations under this warranty and in particular without limiting the generality of the foregoing shall, if so requested by Roke, return the Goods the subject of this warranty to Roke at the Customer's expense.
- 8.7 The cost of returning to the Customer any Goods found to be defective and replaced or repaired by Roke under the foregoing warranty shall be borne by Roke.
- 8.8 Any Goods returned to Roke and replaced shall become Roke's property.
- 8.9 The Customer shall not return the Goods to Roke without the prior written consent of Roke. Authorisation to return Goods must be requested in writing whereupon a Returns Authorisation number may be issued to the Customer.
- 8.10 It is entirely at Roke's discretion to authorise the return of the Goods and Roke reserves the right to reject the return of Goods if upon receipt by Roke they are in the opinion of Roke defective or damaged through no fault of Roke. In such event the Customer shall be responsible for any costs incurred by Roke in investigating and re-delivering the returned Goods.
- 8.11 In the event the Customer requests a repair to be undertaken on Goods which are outside their warranty period or have been damaged or are defective as a result of no fault of Roke, Roke will provide an estimate to the Customer for the cost of the repair or replacement which will be subject to separate contractual arrangement.

9 Title, Property Risk and Insurance

- 9.1 The legal title to the Goods shall not pass to the Customer until all sums due or payable by the Customer to Roke whether in respect of the Goods or otherwise howsoever shall have been received by Roke. Until such time the Customer shall as Bailee of and in a fiduciary capacity for Roke and shall further in respect of Goods in its possession, (i) store the Goods separately from any other goods and so as to be identifiable as the property of Roke; (ii) be responsible for any loss or damage to the Goods howsoever caused; (iii) not to sell, pledge, assign, charge or otherwise dispose of the Goods or any interest therein, (iv) deliver the Goods to Roke at any time, on demand and/or permit Roke, its servants or agents at any time without notice to enter the Customer's premises and retake possession of the Goods.
- 9.2 The Customer (if so requested by Roke) and any liquidator or receiver of the assets of the Customer shall pay into a separate bank account for the sole benefit of Roke all sums received in respect of any sale by the Customer or the liquidator or receiver of any of the Goods in which title has not passed to the Customer.
- 9.3 So long as the Goods remain the property of Roke and the Customer is in default in any obligation under this Agreement, Roke shall have the right with or without prior notice to the Customer to re-take possession of the Goods and for that purpose to go upon any premises occupied by the Customer and on such re-taking of possession this Agreement shall be terminated but without prejudice to the rights of Roke to enforce any other or additional remedy existing at the time of termination in respect of such default.
- 9.4 The risk in the Goods shall pass to the Customer on delivery, thereafter the Customer shall be responsible for the satisfactory care and protection of the Goods and shall take out at its own expense adequate and comprehensive all risks cover on the Goods (with a note of Roke's interest endorsed thereon) until Roke has received payment of the price in full.

10 Lien

- 10.1 Roke shall have a general lien over any of the Customer's goods or property in its possession from time to time for all sums due from Customer to Roke.

11 Specification and Performance Data

- 11.1 Any performance figures quoted or referred to in any specification or other document provided to or by the Customer, are estimates only.
- 11.2 Roke reserves the right on the sale of any Goods to make before delivery any alteration to or departure from the specification or design of the Goods provided that it shall not to a material extent adversely affect the performance of the Goods or the quality of the workmanship or the materials used. All specifications, drawings and technical documents issued by Roke either before or after conclusion of the Agreement are issued solely for the Customer's use in connection with the Goods and shall not be copied, reproduced or communicated to any third party without Roke's express consent in writing.
- 11.3 In no event shall Roke be liable in respect of any claim arising out of any of the Goods proving not to be fit and suitable for any purpose other than that notified to Roke by the Customer and confirmed by Roke in the Proposal or acceptance of the Purchase Order given by Roke to the Customer.

12 Timescales

- 12.1 Roke shall use its reasonable endeavours to meet any milestone or delivery dates detailed in the Proposal. However it is acknowledged and agreed by the Parties that Roke shall not be liable for any loss or damage arising from any failure to meet such dates.
- 12.2 Roke will promptly notify the Customer of any delays and the Customer and Roke shall as soon as reasonably practicable meet to discuss and agree revised dates and timescales.
- 12.3 Time of delivery shall not be of the essence of the Agreement.

13 Customer Items and Personnel

- 13.1 The Customer shall ensure the availability of suitably qualified Customer personnel at all reasonable times and locations as necessary to enable Roke to perform the Services.
- 13.2 All items, documentation and information to be supplied by the Customer as set out in the Proposal shall be provided free of charge by the date specified.

14 Notices

- 14.1 Except as otherwise expressly provided within the Proposal, no notice or other communication from one Party to the other shall have any validity under these Terms unless made in writing by or on behalf of the Party concerned.
- 14.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service), by facsimile transmission or electronic mail (confirmed in either case by letter). Such letters shall be addressed to the other Party in the manner referred to in clause 14.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given 2 working days after the day on which the letter was posted, or four hours, in the case of electronic mail or facsimile transmission or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.
- 14.3 For the purposes of clause 14, the address of each Party shall be:
- a) For the Customer – For the attention of Commercial Manager at the address stated on the Purchase Order, or other nominated point of contact
 - b) For Roke Manor Research Limited - For the attention of Commercial Manager, Roke Manor, Old Salisbury Lane, Romsey, Hants, SO51 0ZN
- Either Party may change its address for service by notice in accordance with this clause.

15 Conflicts of Interest

- 15.1 Roke shall take appropriate steps to ensure that neither Roke nor any employee, servant, agent, supplier or sub-contractor is placed in a position where there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of Roke or such persons and the duties owed to the Customer under the provisions of this Agreement or the Proposal. Roke will disclose to the Customer full particulars of any such conflict of interest which may arise.
- 15.2 The provisions of this clause shall apply during the continuance of this Agreement.

16 Contracts (Rights of Third Parties) Act 1999

- 16.1 No person who is not a party to this Agreement (including without limitation any employee, officer, agent, representative, or sub-contractor of either the Customer or Roke) shall have any right to enforce any term of this Agreement, which expressly or by implication, confers a benefit on them without the prior agreement in writing of both Parties, which agreement should specifically refer to this clause 16. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

17 Health and Safety

- 17.1 The Parties shall comply with all relevant health and safety regulations when on the other Party's premises.

18 Intellectual Property Rights

- 18.1 In respect of the materials referred to in clause 13.2 above, the Customer hereby grants and warrants that it is able to grant Roke a non-exclusive, world-wide, royalty-free licence to use the Customer's or third parties pre-existing intellectual property rights necessary to enable Roke to perform the Services. The Customer hereby indemnifies Roke against any liabilities that may be incurred by Roke due to a breach of this clause 18.1.
- 18.2 The Customer acknowledges that all proprietary rights in the provision of the Services or Goods supplied, including but not limited to any title or ownership rights, patent rights, copyrights and trade secrets will at all times and for all purposes vest and remain vested in Roke or the licensor in the case of Third-Party Licences (if any).
- 18.3 Roke will defend or settle any claim against the Customer that the normal use or possession of the Goods or Services delivered under the Proposal infringes a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in the country of supply provided that the Customer:
- a) makes no statement prejudicial to Roke;
 - b) promptly notifies Roke in writing; and
 - c) allows Roke full control of the defence or settlement of any such claim.
- 18.4 Roke will pay infringement claim defence costs, settlement amounts and court-awarded damages. If such a claim appears likely, Roke may modify the Goods or Services, procure any necessary licence or replace it. If Roke determines that none of these alternatives is reasonably available, Roke will terminate any licence granted and refund Customer's purchase price upon return of the Goods or Services if within one year of its delivery to the Customer, or its net book value thereafter.
- 18.5 Roke has no obligation for any claim of infringement arising from:
- a) Roke's compliance with Customer's designs, specifications or instructions;
 - b) Roke's use of technical information or technology provided by Customer;
 - c) Modifications to the Goods or Services undertaken by Customer or a third party; or
 - d) The Customer's commercial exploitation of the Goods or Services.
- 18.6 The Customer shall comply with any applicable Third-Party Licences and shall indemnify and hold Roke harmless against all liabilities,

costs, expenses, damages and losses (including any direct or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Roke arising out of or in connection with the Customer's breach of the terms of any such Third-Party Licences.

- 18.7 These terms state the Parties' entire liability for claims of intellectual property infringement.

19 Non-Solicitation

- 19.1 Both Parties agree during the period of this Agreement and for 6 (six) months after its conclusion, not directly or indirectly to solicit for employment any of the staff of the other Party at any time engaged directly in the pursuance of this Agreement without the prior written consent from that other Party. Furthermore should the soliciting Party breach this condition, then the soliciting Party expressly agrees to pay the other Party as a recruitment fee a sum equal to 12 (twelve) months' gross salary offered by the new employer (being the soliciting Party or one of its affiliates) to the relevant member of staff.

20 Confidential Information

- 20.1 All written information and data made available by one Party to the other hereunder is confidential and each Party undertakes to treat such confidential information with the same care as it would reasonably treat its own confidential information.
- 20.2 Each Party will use all reasonable endeavours to ensure that the other Party's confidential information is not copied or disclosed to any third party whatsoever, however a Party may permit access to the other Party's confidential information to such of its directors, employees, members of its group and professional advisers as need such confidential information use in connection with this Agreement and then only on terms that the recipient shall be bound by these Terms.
- 20.3 Upon expiration or termination of this Agreement each Party will return to the other Party all confidential information not previously returned.
- 20.4 These obligations of confidentiality will survive termination of this Agreement by ten (10) years.
- 20.5 Information shall not be considered as confidential where it is:
- already in the public domain other than through default of the receiving Party;
 - already in the receiving Party's possession with no obligation of confidentiality;
 - independently developed by the receiving Party without reference to the confidential information.
- 20.6 The Parties shall be permitted to disclose the other Party's confidential information where that disclosure is compelled by law or by the rules or requirements of any recognised stock exchange or any regulatory authority, government department or agency or by any order of a court of competent jurisdiction.
- 20.7 Indemnities and Limitations of Liability
- 20.8 Each Party indemnifies the other for direct physical injury or death to the extent that it is shown to have been caused by the negligence of that Party or its employees in connection with the performance of this Agreement.
- 20.9 Roke will indemnify the Customer for direct damage to property to the extent that it is shown to have been caused by the negligence of Roke or its employees in connection with the performance of this Agreement. Roke's total liability under this sub-clause will be limited to the Agreement value for any one event or series of connected events.
- 20.10 Any contractual liabilities of Roke to the Customer under this Agreement including all related costs, fees and expenses will not under any circumstances cumulatively exceed the total prices paid and payable by the Customer under this Agreement.
- 20.11 Except as stated in this Agreement Roke disclaims all liability to the Customer in connection with Roke's performance under this

Agreement and in no event will Roke be liable to the Customer for any special, indirect or consequential damages including but not limited to loss of profits or arising from loss of data, loss of use or loss of opportunity.

- 20.12 The Customer will indemnify and defend Roke and its employees in respect of any claims by third parties which are occasioned by or arise from any Roke performance pursuant to the instruction of the Customer or its authorised representatives.

21 Termination

- 21.1 Either Party will immediately become entitled to terminate this Agreement forthwith by notice to the other Party if the other Party;
- commits any material breach of its obligations under this Agreement and, upon receiving notification from the other of such breach, fails to remedy the breach within thirty (30) days (if capable of remedy); or
 - is involved in any legal proceedings concerning its solvency, or commences liquidation (except for purposes of reconstruction) or ceases or threatens to cease trading, or if serious doubt arises as to its solvency.

22 Force Majeure

- 22.1 Neither Party shall be liable for total or partial failure to perform its obligations in this Agreement during any period in which its performance is prevented or hindered by circumstances beyond its reasonable control. Such circumstances would include the rejection of any export licence application or the subsequent withdrawal of an export licence.
- 22.2 In the event the force majeure event continues for a period of 6 (six) months or more then either Party shall be entitled to terminate the Agreement with immediate effect upon written notice. Upon such termination neither Party shall have any further liability to the other Party except in respect of any Goods or Services already delivered and accepted by the Customer prior to termination, work in progress and any advance payments received by Roke for Goods or Services not delivered shall be returned to the Customer.

23 Export Licences and Authorisations

- 23.1 In the event an export licence or approval is required prior to delivery of the Goods, the Agreement is subject to Roke being granted such licences or approvals. In the event that such licences or approvals are not granted, the Agreement shall be cancelled without liability of either Party to the other for the payment of any costs or expenses with the exception of any Goods which have been provided to the Customer, which are not subject to any export restrictions, in which case that part of the order related to the "unrestricted Goods" shall remain in force and the price for such shall be payable by the Customer.
- 23.2 The Customer shall provide assistance to Roke where necessary to assist the granting of such licences or approvals.

24 Anti-Corruption Compliance

- 24.1 The Customer agrees that it, along with its employees and agents, will comply with all applicable anti-bribery legislation, including but not limited to the United Kingdom Bribery Act 2010.

25 Jurisdiction

- 25.1 This Agreement will be governed and construed in accordance with English Law and the Parties submit to the exclusive jurisdiction of the English Courts.