

General Terms and Conditions – Equipment and/or Services Supply

1. Defined Terms

“**Confidential Information**” means all non-public, confidential or proprietary information of Whitefox or its Indemnitees, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Whitefox Group or its representatives to Supplier, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential,” in connection with the Order;

“**Delivery Date**” means (i) in respect of Equipment, the date(s) specified in the Purchase Order or as otherwise agreed in writing by the parties, during Whitefox’s normal business hours, or as may be otherwise instructed by Whitefox Group or (ii) in respect of Services, the date(s) specified for any performance and/or milestones as set out in the Purchase Order or as otherwise agreed in writing by the parties, or as may be otherwise instructed by Whitefox Group in accordance with the Order;

“**Dispute**” means all matters not specifically provided for in the Order and which require a decision, and all differences, disputes or disagreements which may arise between the parties;

“**Equipment**” means the equipment (including but not limited to any repaired or replacement equipment) provided pursuant to the Purchase Order including but not limited to all materials, products and hardware;

“**Indemnitees**” means Whitefox Group, its affiliates and their respective directors, officers, shareholders and employees and Whitefox Group’s customers;

“**Losses**” means any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses;

“**Notice**” means all notices, request, consents, claims, demands, waivers and other communications hereunder;

“**Order**” means the Purchase Order, the Terms and any documents incorporated therein by reference, including any amendments and waivers thereto;

“**Purchase Order**” means the purchase order from Whitefox Group which references these Terms;

“**Services**” means the services provided pursuant to the Purchase Order including but not limited to all work, services, installation, labour, inspection and testing, as applicable;

“**Supplier**” means the supplier identified in the Purchase Order;

“**Terms**” means these terms and conditions;

“**Whitefox**” means Whitefox Technologies Limited, a company registered in England and Wales with number 03915253 and registered address at Fifth Floor, 15 Whitehall, London, SW1A 2DD;

“**Whitefox Group**” means Whitefox and/or any of its direct or indirect subsidiaries, as applicable;

“**Whitefox Materials**” means any specifications, plans, calculations, drawings, patterns or designs or other documents or materials supplied by Whitefox Group or on its behalf to Supplier in connection with the Order.

2. Applicability

(a) The Purchase Order is an offer to the Supplier for the supply of the Equipment and/or Services, as applicable, to a member of Whitefox Group

in accordance with the Terms. When accepted by the Supplier, the Order constitutes the sole and entire agreement of the parties with respect to the Purchase Order and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Order, including but not limited to the exclusion of any other terms that Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

In the event of a conflict between the Terms and the Purchase Order, the Purchase Order shall prevail.

(b) The Order shall be deemed to be accepted on the earlier of:

- (i) Supplier issuing a written acceptance of the Order; or
- (ii) Supplier performing any act consistent with fulfilment of the Order.

(c) Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of Supplier that is inconsistent with the Order.

3. Delivery

(a) Supplier shall deliver the Equipment and provide the Services, as applicable, in accordance with the Delivery Date. Timely delivery of the Equipment and provision of Services, as applicable, is of the essence. If Supplier fails to make deliveries or provide Services, as applicable, in accordance with the terms of the Order, Whitefox Group may, at its option, terminate the Order in whole or in part in accordance with Section 15 of the Terms and Supplier shall indemnify Whitefox Group against any reasonable costs and expenses directly attributable to Supplier’s failure to deliver the Equipment or provide Services, as applicable, in accordance with the Delivery Date.

(b) Delivery of any Equipment shall be completed on the completion of unloading the Equipment at the address for delivery of the Equipment as set out in the Purchase Order or as otherwise instructed by Whitefox Group in writing.

(c) Whitefox Group reserves the right to defer delivery by Supplier in respect of all or any part of the Equipment or Services under this Order. Such deferral does not affect any other terms and conditions of the Order except price and payment schedule as mutually agreed between Whitefox Group and Supplier, to compensate Supplier for directly justifiable cost increases resulting directly from such deferral.

(d) If the Equipment is not delivered on or by the Delivery Date, or it does not comply with the warranties set out in Section 9(a), then, without limiting any of its other rights or remedies, and whether or not it has accepted any Equipment, Whitefox Group may exercise any one or more of the following rights and remedies:

- (i) to terminate the Order in accordance with Section 15;
- (ii) to reject the Equipment (in whole or in part) and return it to Supplier at Supplier’s own risk and expense;
- (iii) to require Supplier to repair or replace the rejected Equipment, or to provide a full refund of the price of the rejected Equipment;
- (iv) to refuse to accept any subsequent delivery of the Equipment which Supplier attempts to make;
- (v) to recover from Supplier any costs incurred by Whitefox Group in obtaining substitute goods from a third party; or
- (vi) to claim damages for any other costs, loss or expenses incurred by Whitefox Group which are in any way attributable to Supplier’s failure to carry out its obligations under the Order.

(e) If any Services are not performed by the Delivery Date or do not comply with the warranties set out in Section 9(c), then, without limiting any of its other rights or remedies, and whether or not any Services have

already been performed in accordance with the Order, Whitefox Group may exercise any one or more of the following rights and remedies:

- (i) to terminate the Order in accordance with Section 15;
- (ii) to reject the late Services (in whole or in part);
- (iii) to require Supplier to provide a full refund of the price of the rejected Services;
- (iv) to refuse to accept any subsequent Services which Supplier attempts to perform;
- (v) to recover from Supplier any costs incurred by Whitefox Group in obtaining substitute services from a third party; or
- (vi) to claim damages for any other costs, loss or expenses incurred by Whitefox Group which are in any way attributable to Supplier's failure to carry out its obligations under the Order.

4. Shipping Terms

Delivery of Equipment shall be made in accordance with the terms set forth in the Purchase Order. Supplier shall give written notice of shipment to Whitefox Group when the Equipment is delivered to a carrier for transportation. Supplier shall provide Whitefox Group with all shipping documents, including the commercial invoice, packing list, air waybill/bill of lading and any other documents necessary to release the Equipment to Whitefox Group within five (5) business days after Supplier delivers the Equipment to the transportation carrier. The Purchase Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to the Order.

5. Title and Risk of Loss

(a) Title passes to Whitefox Group upon delivery of the Equipment to the delivery location specified in the Purchase Order. Supplier bears all risk of loss or damage to the Equipment until delivery of the Equipment to the delivery location specified in the Purchase Order.

(b) Title to any work product resulting from the Services shall pass to the Whitefox Group upon completion of the respective Services.

6. Packaging

All Equipment shall be packed for shipment according to Whitefox Group's instructions or, if there are no instructions, in a manner appropriate to ensure that the Equipment is delivered in good, undamaged condition.

7. Inspection and Rejection of Nonconforming Equipment

Supplier will provide Whitefox Group with reasonable access to the Equipment wherever it is in preparation or progress. If inspection is requested by Whitefox Group, no shipment or furnishing of Equipment will be made by Supplier until inspection has been made or waived by Whitefox Group. Whitefox Group, at its sole option, may inspect all or a sample of the Equipment, and may reject all or any portion of the Equipment if it determines the Equipment is nonconforming or defective. If Whitefox Group rejects any portion of the Equipment, Whitefox Group has the right, effective upon written notice to Supplier, to: (a) rescind the Order in its entirety; (b) accept the Equipment at a reasonably reduced price; or (c) reject the Equipment and require replacement of the rejected Equipment. If Whitefox Group requires replacement of the Equipment, Supplier shall, at its expense, promptly replace the nonconforming Equipment and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective Equipment and the delivery of replacement Equipment. If Supplier fails to timely deliver replacement Equipment, Whitefox Group may replace it with Equipment from a third party and charge Supplier the cost thereof and terminate this Order for cause pursuant to Section 15. Subject to Section 15 or any delay requested by Whitefox Group, any inspection or other action by Whitefox Group under this Section shall not reduce or otherwise affect Supplier's obligations under the Order, and Whitefox Group shall have the right to conduct further inspections after Supplier has carried out its remedial actions.

8. Payment Terms

The price of the Equipment and any Services, as applicable, shall be the price set out in the Purchase Order unless otherwise agreed in writing between the parties. Whitefox Group shall pay all properly invoiced amounts due to Supplier within thirty (30) days after Whitefox Group's

receipt of such invoice or as otherwise set forth in the Purchase Order, except for any amounts disputed by Whitefox Group in good faith. In the event of a payment dispute, Whitefox Group shall deliver a written statement to Supplier no later than ten (10) days prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed are deemed accepted and must be paid, notwithstanding disputes on other items, within the period set forth in this Section. Supplier may (i) charge a late fee equal to 5% per annum (compounded monthly until payment is made) on undisputed invoice payments not timely paid and (ii) suspend the performance of the Purchase Order. The parties shall seek to resolve all invoice disputes expeditiously and in good faith in accordance with Section 23 herein. For the avoidance of doubt, Whitefox Group will not be liable to pay for any disputed amounts or incur any late fees for disputed amounts under the Purchase Order until the Dispute has been resolved. In the event of any withholding of such disputed amounts, Supplier shall remain liable for the timely performance of the Purchase Order.

9. Warranties

(a) In respect of Equipment, Supplier warrants to Whitefox Group that for a period of eighteen (18) months from the Delivery Date or twelve (12) months from when the Equipment is placed into service, whichever occurs first, all Equipment will: (i) be free from any defects in workmanship, material and, to the extent any of Supplier's design work, design; (ii) conform to applicable specifications, drawings, designs, samples and other requirements specified in the Purchase Order; (iii) be fit for their intended purpose and operate as intended; (iv) be free and clear of all liens, security interests or other encumbrances; and (v) not infringe any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment of or for the Equipment by Whitefox Group. If Whitefox Group gives Supplier notice of noncompliance with this Section, Supplier shall, at its own cost and expense, promptly replace or repair the defective or nonconforming Equipment and pay for all of its related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming Equipment to Supplier and the delivery of repaired or replacement Equipment to Whitefox Group. Should any Equipment be repaired or replaced during the warranty period, the warranty obligations of Supplier shall be extended beyond the original term for a further period of ninety (90) days. All warranties shall continue in full force and effect notwithstanding any termination of the Order, however caused.

(b) The duties, liabilities and obligations of Supplier hereunder do not extend to any repairs, adjustments, alterations, replacements or maintenance that may be required as a result of normal wear and tear, normal degradation in the performance of the Equipment, or as a result of (i) improper repair or alteration by Whitefox Group or other persons, or (ii) misuse, negligence or damage by Whitefox Group or other persons.

(c) In respect of Services, Supplier warrants to Whitefox Group that the Services will be performed in accordance with any requirements detailed in the Order or as agreed separately between the parties. Supplier shall perform the Services promptly and diligently in a professional manner and in accordance with applicable industry standards and applicable laws or regulations. These warranties survive completion of the Services, inspection, acceptance or payment of or for the Services by Whitefox Group. If [within sixty (60) days of completion of the Services], Whitefox Group gives Supplier notice of noncompliance with this Section, Supplier shall, if requested by Whitefox Group, at its own cost and expense, promptly, and in any case within fourteen (14) days (or such longer period that the Whitefox Group may specify), re-perform the Services to Whitefox Group's satisfaction. Should any Services be re-performed during the warranty period, the warranty obligations of Supplier shall be extended beyond the original term for a further period of sixty (60) days. If Whitefox Group do not wish the Supplier to re-perform the Services, the rights and remedies in Section 3(e) shall apply. All warranties shall continue in full force and effect notwithstanding any termination of the Order, however caused.

10. Indemnification

To the fullest extent permitted by law, Supplier shall defend, indemnify and hold harmless the Indemnitees against Losses arising out of or occurring in connection with claims asserted by third parties with respect to the



Equipment or Services supplied by Supplier or its subcontractors, or others for whose acts Supplier may be liable, negligence or wilful misconduct. The foregoing indemnity shall not apply to any Losses arising out of or occurring in connection with an Indemnitees' negligence or wilful misconduct.

11. Intellectual Property Indemnification

Supplier shall, at its expense, defend, indemnify and hold harmless Whitefox Group and any Indemnitee against any and all Losses arising out of or in connection with any claim that Whitefox Group's or Indemnitee's use or possession of the Equipment or the Services infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party, provided that (i) Supplier may seek the right of continued use or modify or replace the infringing work and (ii) the obligation to indemnify under this Section shall not apply to the extent the Equipment or Services are used for a purpose other than their intended purpose.

12. Whitefox Group's Ownership Rights

Whitefox Materials shall remain the property of Whitefox Group. Supplier shall keep Whitefox Materials in safe custody at its own risk, maintain them in good condition until returned to Whitefox Group and not dispose or use the same other than in accordance with Whitefox Group's written instructions or authorisation. Title to all drawings, specifications, calculations and other documents specifically prepared by Supplier or any of its sub-suppliers in connection the supply of Equipment or Services shall vest in Whitefox Group upon delivery and Whitefox Group shall thereafter have the right to use such drawings, specifications, calculations and other documents without further obligation of any kind.

13. Insurance

During the term of the Order, Supplier shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability and public liability) in a sum no less than US\$2,000,000 with financially sound and reputable insurers. Upon Whitefox Group's request, Supplier shall provide Whitefox Group with a certificate of insurance from Supplier's insurer evidencing the insurance coverage specified in this Order. The certificate of insurance shall name the relevant member of Whitefox Group as an additional insured. Except where prohibited by law, Supplier shall require its insurer to waive all rights of subrogation against Whitefox Group's insurers and Whitefox Group or the Indemnitees.

14. Compliance with Law

Supplier is in compliance with and shall comply with all applicable laws, regulations and ordinances. Supplier has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Order. Supplier acknowledges that the Equipment and Services, as applicable, will be used in a safety sensitive environment where quality, health and safety are of paramount importance.

15. Termination

(a) Whitefox Group may terminate the Order, in whole or in part, at any time with or without cause for undelivered Equipment and Services, as applicable, on ten (10) days' prior written notice to Supplier. In addition to any remedies that may be provided under these Terms, Whitefox Group may terminate the Order if Supplier commits a material breach of any term of the Order which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of ten (10) days after being notified by Whitefox Group in writing to do so. If Supplier becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then Whitefox Group may terminate this Order immediately upon written notice to Supplier. In respect of Equipment, if Whitefox Group terminates the Order for any reason, Supplier's sole and exclusive remedy is payment for the Equipment received and accepted by Whitefox Group prior to the date of notice of termination. Termination or expiry of the Order, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect

of any breach of the Order which existed at or before the date of termination or expiry.

(b) On termination or expiry of the Order, Supplier shall immediately return all Whitefox Materials. If Supplier fails to do so, Whitefox Group or its nominated representatives may enter Supplier's premises and take possession of them. Until they have been returned or delivered, Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Order.

16. Amendments and Waivers

(a) No change or variation to the Order is binding upon the parties unless it is in writing, specifically states that it amends the Order and is signed by an authorized representative of each party.

(b) No waiver by any party of any of the provisions of the Order shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Order, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Order shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

17. Confidential Information

Any Confidential Information provided is solely for the use of performing the Order and may not be disclosed (other than to Supplier's employees, officers, representatives or advisers who need to know such information for the purposes of performing the Order and Supplier shall ensure that recipients of the information comply with this Section) or copied unless authorized by Whitefox Group in writing or required by law. Supplier shall hold the Confidential Information in strictest confidence and implement such measures necessary or advisable to ensure that the provisions of this Section are fully observed and complied with. Upon Whitefox Group's request, Supplier shall promptly return or destroy all documents and other materials received from Whitefox Group or its representatives, including erasure of materials received electronically. Whitefox Group shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) developed independently by Supplier without reference to or use of Whitefox Group information or (c) rightfully obtained by Supplier on a non-confidential basis from a third party.

18. Data Protection

The Supplier and Whitefox Group shall comply with all data protection and privacy laws applicable to them and neither party shall by act or omission, put the other party in breach of any such laws.

19. Assignment

Supplier shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Order without the prior written consent of Whitefox Group. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Supplier of any of its obligations hereunder. Whitefox Group may, without Supplier's prior written consent, at any time assign, transfer or subcontract any or all of its rights or delegate its obligations under the Order to (i) a subsidiary or affiliate of Whitefox Group or (ii) an entity that acquires all or substantially all of the business or assets of Whitefox Group, whether by merger, reorganization, acquisition, sale or otherwise.

20. Relationship of the Parties

The relationship between the parties is that of independent contractors. Nothing contained in the Order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Order.

21. No Third-Party Beneficiaries

This Order is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or



equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

22. Governing Law

The Order shall be governed by and interpreted and construed in accordance with the laws of the State of Illinois, without giving effect to (i) the conflict of law rules now or hereafter in force in the State of Illinois or (ii) the United Nations Convention on Contracts for the International Sale of Goods. The parties submit to the non-exclusive jurisdiction and venue of the federal and state courts located in Cook County, Illinois in connection with (i) any dispute for which either party is seeking temporary or permanent injunctive relief or any other relief in equity and (ii) the enforcement of any arbitral award described in Section 23.

23. Mediation and Arbitration

The parties covenant with each other to act in the utmost good faith in all matters arising from the Order and to use all reasonable efforts to resolve any conflict between them. Whitefox Group and Supplier executives with the requisite authority levels shall discuss and resolve any Dispute. If any Dispute (other than a dispute for which either party is seeking temporary or permanent injunctive relief or any other relief in equity) cannot be resolved between the parties within ten business (10) days, the parties shall first seek settlement of that Dispute by mediation in accordance with the American Arbitration Association's ("AAA") Commercial Arbitration Rules and Mediation Procedures, which are deemed to be incorporated by reference into this Section. If the Dispute is not settled by mediation within thirty (30) days of the commencement of the mediation, or such further period as the parties shall agree in writing, the Dispute shall be referred to and finally resolved by arbitration in Chicago, Illinois in accordance with the AAA's Commercial Arbitration Rules, which are deemed to be incorporated by reference into this Section. The arbitration panel for each arbitration proceeding shall be comprised of three arbitrators, and the chairperson of the panel must be an attorney. Judgment upon the award rendered by the arbitrators in any arbitration proceeding may be entered in any court having jurisdiction over the enforcement of that award.

24. Cumulative Remedies

The rights and remedies under the Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

25. Notices

Any Notice shall be in writing and addressed to the parties at the addresses set forth on the Purchase Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), certified or registered mail (in each case, return receipt requested, postage prepaid) or e-mail (except in the case of notices under Sections 22 and 23, where e-mail shall not be valid). Except as otherwise provided in the Order, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

26. Severability

If any term or provision of the Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Order or invalidate or render unenforceable such term or provision in any other jurisdiction.

27. Survival

Provisions of this Order which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Order including, but not limited to, the following provisions: Warranties, Indemnification, Intellectual Property Indemnification, Insurance, Confidential Information, Governing Law, Mediation and Arbitration and Survival.

