Alphasense Ltd.
TERMS AND CONDITIONS OF SALE ("Terms and Conditions")

I. TERMS OF SALE These Terms and Conditions, together with any other terms/conditions specifically agreed to in writing by Seller, shall apply to all orders from, and sales of products ("Products") or services ("Services") to Buyer. Any acceptance of any order of Buyer by Seller is conditioned upon these Terms and Conditions. Any additional or different terms/conditions proposed by Buyer in any document are objected to and shall not be binding upon Seller. Once an order from Buyer has been accepted by Seller (each an "Order"), it shall be deemed to be incorporated into and form part of these Terms and Conditions. Save as expressly provided otherwise in any Order, if there is a conflict between these Terms and Conditions and any Order, then these Terms and Conditions shall prevail. No salesperson is authorised to bind Seller to any promise or understanding not expressed herein.

II. PRICES The price for Products shall be the price set out in Seller's price list published on the date of delivery/deemed delivery and the price for Services shall be on a time and materials basis calculated in accordance with Seller's standard daily fee rates. In addition, Seller reserves the right, by giving notice to Buyer at any time prior to delivery, to increase the price of Products/Services to reflect an increase in cost to Seller due to changes in cost of materials or labour, specifications, quantities, delivery schedules, customs duties, other factors beyond Seller's control (such as, without limitation, foreign exchange fluctuation and/or currency regulation), or in the event of delays caused by instructions of the Buyer, or failure of the Buyer to give Seller adequate information. Further, prices payable by the Buyer shall be subject to increase, should the Seller as a result of governmental action or regulation including, without limitation, those contemplated by an investigation under Section 232 of the Trade Expansion Act of 1962 (19 U.S.C. §1862) or those contemplated by an investigation under Section 301 of the Trade Act of 1974 (19 U.S.C. §2411) or any other applicable UK law or regulation, incur additional duties, tariffs or restrictions on Products sold hereunder, or on the raw materials that are used in making such Products. In no event shall prices include any amounts imposed on the Buyer in connection with Buyer's purchases from Seller, such as taxes, including but not limited to Value Added Tax (VAT) or excise taxes, duties, tariffs, all costs/charges in relation to packaging, loading, unloading, carriage and insurance, or any other costs assessed against the Buyer by a governmental authority. Without limiting the foregoing, all prices are subject to adjustment without notice at any time prior to shipment in the event that the prices or costs related to any component, materials, parts, or commodities utilised in the Products or Services have increased following the acceptance of any Order for any Products or Services (a "Component Adjustment"). Any Component Adjustment, as determined by Seller, shall be reflected in the invoice for Products or Services that is transmitted from Seller to Buyer in accordance with these Terms and Conditions. Without limiting the foregoing, all prices are subject to adjustment without notice at any time prior to shipment due to increases in inflation occurring following the acceptance of any Order for any Products or Services (an "Inflation Adjustment"). The Inflation Adjustment for any Products or Services shall be made by multiplying (a) the ratio obtained by *dividing* the (i) Consumer Price Index (CPI) in place at the time of invoice by (ii) the Consumer Price Index (CPI) in effect at the time of acceptance of an Order times (b) the price or cost for any applicable Products/Services as set forth in the Order. Any Inflation Adjustment, as determined by Seller, shall be reflected in the invoice for Products or Services transmitted from Seller to Buyer in accordance with these Terms and Conditions.

III. DELIVERY Delivery dates are approximate and are dependent on prompt receipt by Seller of all necessary information. Seller may deliver all or any part of Products/ Services as early as 30 days in advance of agreed schedule. The point of delivery shall be FCA Seller's premises, unless otherwise specified by Seller. All risk of loss or damage thereto shall pass to Buyer upon delivery and title to Products shall pass to Buyer upon payment for such Products. Where Buyer notifies Seller that it cannot take timely delivery of the Products, Seller may place such Products in storage, at the risk of Buyer, and Buyer shall reimburse Seller for all expenses incurred in connection with such storage. Buyer shall dispose of the packing materials for Products at its own expense, and shall defend, indemnify and hold harmless Seller from any legal obligations in connection with such packing waste.

IV. PAYMENT A. The term of payment shall be net 30 days from the date of Seller's invoice, unless otherwise specified. Payments shall be made by Buyer without any deduction or set-off. Unless otherwise agreed, payment shall be made in pounds sterling. Seller may charge interest on late payments at a compounded monthly rate equivalent to 3% above the prevailing Bank of England base rate, or the highest rate permitted by law, whichever is less, accruing daily until payment is made.
B. If the financial condition of Buyer is unsatisfactory to Seller, Seller may require full or partial payment in advance, or satisfactory security, in the form of a letter of credit or otherwise. In the event of bankruptcy or insolvency of Buyer, Seller may immediately cancel any Order then outstanding.

V. VARIATIONS IN QUANTITY; CHANGES. Buyer shall accept delivery of quantities greater or smaller than the quantity specified in Order(s), provided that any such variation shall not exceed 5% of the quantity originally specified, or 2 units, whichever is greater. Seller shall not be required to give notice of any such variations other than in the applicable shipping notice and invoice. Seller reserves the option to make changes to Products or

Services which do not affect form, fit, or function, and shall deliver Products to the latest configuration part number at the time of delivery. No Order may be terminated in whole or part without Seller's prior express written consent, which consent shall be in Seller's sole discretion.

VI. EXPORT CONTROLS; SANCTIONS; FCPA; UKBA; ANTI-BOYCOTT AND UKCFA

A. The supply of Products for which a United Kingdom export licence, authority, approval or other consent is necessary shall be conditional upon the granting of such export licence, or other consent and the terms and conditions thereof. Buyer shall be responsible, at its own cost and expense, for providing Seller, upon request and in a timely fashion with an "End-user" certificate or such other document as the United Kingdom authorities may require, and for obtaining any import licence, authority, approval or other consent which may be necessary with respect to the importation of any Products into Buyer's country and transit thereto. In the event that any licence, authority, approval or other consent is withheld or subsequently suspended, rescinded or cancelled, or the End-user certificate or similar document is not provided to Seller in a timely fashion, it shall be deemed to be and treated as an Excusable Delay pursuant to the provisions of Clause X.

B. (1) The Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Belarus, or any other country subject to trade sanctions or embargoes imposed by the UK, the US, or the EU, or for use in any such country, any Products supplied under or in connection with any Order.

(2) The Buyer shall use its best endeavours to ensure that the purpose of Clause VI(B)(1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

(3) The Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of Clause VI(B)(1).

(4) Any violation of Clauses VI(B)(1-3 inclusive) shall entitle Seller to seek appropriate remedies, including, but not limited to: termination of the business relationship, including these Terms and Conditions and any unfulfilled Orders; and recovery of any losses resulting from such a violation, or the price of the Products exported, whichever is higher.

(5) The Buyer shall immediately inform the Seller about any problems in applying Clauses VI(B)(1-3 inclusive), including any relevant activities by third parties that could frustrate the purpose of Clause VI(B)(1). The Buyer shall make available to the Seller information concerning compliance with the obligations under Clauses VI(B)(1-3 inclusive) within two weeks of the simple request of such information.

C. Buyer shall not make any disposition of the Products, by way of transshipment, re-export, diversion or otherwise, except as applicable U.S. or UK export and sanctions laws and regulations may expressly permit, and other than in and to the ultimate country of destination specified on Order(s) or declared as the country of ultimate destination on Seller's invoices or in the End Use Statement that Buyer supplies Seller. Seller shall submit export clearance filings based on end use and end user information that Buyer provided to Seller. Failure of Buyer to comply with the requirements specified in this Clause VI(C) shall constitute a material default allowing Seller to cancel related Order(s) without liability.

D. Buyer warrants and undertakes that it shall not violate or cause the Seller to violate the U.S. Foreign Corrupt Practices Act of 1977 (FCPA), as amended, the United Kingdom Bribery Act 2010 (UKBA), as amended, or their respective implementing regulations in connection with Buyer's sale or distribution of the Products and/or Services. Buyer also warrants and undertakes that Buyer does not know or have reason to believe that any consultant, agent, representative or other person retained by Buyer in connection with the sale and/or distribution of Products/Services has violated, nor caused Seller to violate the FPCA and/or the UKBA. Where Buyer learns of or has reason to know of any violation of FCPA and/or UKBA in connection with the sale or distribution of Products/Services, Buyer shall immediately advise Seller.

E. Buyer further warrants and undertakes that Buyer shall not violate or cause Seller to violate the U.S. Antiboycott Provisions of the U.S. Export Administration Regulations issued pursuant to the U.S. Export Administration Act of 1979, as amended, in connection with Buyer's purchase of Products/Services and that Buyer shall not request or require Seller to make statements or certifications against countries that are not subject to boycott by the U.S.

F. Buyer shall not facilitate tax evasion or fail to prevent tax facilitation in the UK or other countries in accordance with the requirements of the UK Criminal Finances Act 2017 (UKCFA).

VII. WARRANTIES A. Seller warrants and undertakes that Products manufactured by Seller, when delivered, shall be free from defects in material/workmanship. Seller warrants and undertakes that Services shall be performed in accordance with generally accepted industry practice. Seller's obligations under this clause shall be limited exclusively to repairing or replacing, at Seller's option, any part of Products which, if properly installed, used and maintained, proved to have been defective in material or workmanship within 1 year from the date of shipment, or re-performing the Services. Seller warrants and undertakes for a period of 1 year from the date of shipment that software or firmware, when used with Products, shall perform in accordance with Seller's published

specifications. Seller makes no warranty, express or implied, that the operations of the software or firmware shall be uninterrupted or error-free, or that functions contained therein shall meet or satisfy the Buyer's intended use/requirements. Buyer shall notify Seller of any defect in the quality or condition of Products (including software/firmware) or Services within 7 days of the date of delivery for Products or performance for Services, unless the defect was not apparent on reasonable inspection, in which case, within 7 days after discovery of the defect. If Buyer does not provide such timely notification, it shall not be entitled to reject Products (including software/firmware) or Services, and Seller shall have no liability for such defect.

B. Seller's warranty and undertaking obligations shall not apply to Products which (1) have been altered or repaired by someone other than Seller, or (2) have been subjected to misuse, neglect, or improper use or application, or (3) are normally consumed in operation, or (4) have a normal life inherently shorter than the warranty period stated therein.

C. No Products may be returned unless authorised in advance by Seller, and then only upon such conditions to which Seller may agree. Buyer must obtain a Return Material Authorisation (RMA) number from Seller prior to any return shipment, and such RMA number must appear on the shipping label and packing slip. Buyer shall be responsible for returned Products until such time as Seller receives the same at its facility, and for all charges for packing, inspection, shipping, transportation or insurance associated with returned Products.

D. This Clause VII sets forth the exclusive remedies and obligations for claims based upon defects in or nonconformity of Products/Services, whether the claim is in contract, tort (including negligence of any degree or strict liability) or otherwise. **ALL OTHER WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW (SAVE FOR THE CONDITIONS IMPLIED BY SECTION 12 OF THE SALE OF GOODS ACT 1979 AND SECTION 2 OF THE SUPPLY OF GOODS AND SERVICES ACT 1982) ARE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXCLUDED.**

VIII. PATENTS/INDEMNITY If Buyer receives a claim that Products, or part thereof manufactured by Seller infringes a patent, Buyer shall notify Seller promptly in writing and give Seller information, assistance and exclusive authority to evaluate, defend and settle such claim. Where Buyer has furnished specifications/designs for the manufacture of the allegedly- infringing Products, Buyer shall defend, indemnify and hold harmless Seller against third-party claims for infringement arising out of Seller's use of such specifications/designs.

IX. LIMITATION OF LIABILITY

A. Nothing contained herein excludes or limits the liability of either party: (i) for death or personal injury caused by such party's negligence; or (ii) under section 2(3), Consumer Protection Act 1987; or (iii) for any matter which it would be illegal for such party to exclude or attempt to exclude its liability; or (iv) for fraud or fraudulent misrepresentation.

B. **Seller shall not be liable to Buyer for (i) loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, with respect to these Terms and Conditions (including all Orders) or (ii) any claims for indirect or consequential loss whatsoever (howsoever caused) which arise out of or in connection with the manufacture, sale, delivery, resale, repair, replacement or use of any Products/Services.**

C. The provisions of this Clause IX set out the entire financial liability of Seller (including any liability for acts/omissions of its employees, agents and sub-contractors) to Buyer in respect of: (i) any breach of these Terms and Conditions (including all Orders); (ii) any use made or resale by Buyer of Products, or of any product incorporating Products; (iii) provision of the Services; (iv) use or application of any information contained in Seller's documentation; and (v) any representation, statement or tortious act/omission including negligence arising under, in connection with, or resulting from the manufacture, sale, delivery, resale, repair, replacement or use of any Products/Services.

D. **Subject to the foregoing of this Clause IX, Seller's aggregate liability in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise, for all claims arising out of, connected with these Terms and Conditions (including all Orders)** shall not exceed the price allocable to the Products/Services or part thereof on the relevant Order which gives rise to the claims.

X. EXCUSABLE DELAYS A. Seller shall not be liable for delays in delivery or failure to perform due directly or indirectly to causes beyond Seller's reasonable control including but not limited to: acts of God; war; terrorism; civil commotion; riots; embargoes; government regulations, export licence denials, port congestion; acts of or failure to act on the part of Buyer or its agents/employees; fires; floods; sabotage; nuclear incidents; earthquakes; storms; epidemics; pandemics; government action or orders; strikes; lockouts or other labour difficulties; shortages of or inability to timely obtain proper labour, materials, components, shipping space or transportation, fuel, supplies or power at current prices; or due to limitations imposed by the extent of availability of Seller's normal manufacturing facilities (together "Excusable Delays").

B. If an Excusable Delay excused per the above extends for more than 90 days and the parties have not agreed upon

a revised basis for continuing providing Products/Services at the end of the Excusable Delay, including adjustment of the price, then either party (except where such Excusable Delay is caused by Buyer, in which event only Seller) upon thirty (30) days' notice may terminate any Order with respect to the unexecuted portion of the Products/Services, whereupon Buyer shall promptly pay Seller its reasonable termination charges upon submission of Seller's invoices thereof.

XI. SOFTWARE/TECHNICAL/PROPRIETARY INFORMATION A. Buyer shall not acquire any rights to any software which may be delivered with Products, except as granted in Seller's standard software licence. Any software licence granted in connection with Products shall be an interim licence which may be withdrawn pending payment for Products in full.

B. The purchase of Products shall not include any right to supply of technical information such as drawings or specifications.

C. Proprietary information, including drawings, documents, technical data, reports, software, designs, inventions and other technical information supplied by Seller in connection herewith (hereinafter together called "Data"), shall remain Seller's sole property and shall be held in confidence by Buyer. Data shall not be reproduced, used or disclosed to others by Buyer without Seller's prior written consent. Upon completion of Order, Buyer shall promptly return all Data to Seller together with all copies or reprints thereof then in Buyer's possession or control, and Buyer shall thereafter make no future use, either directly or indirectly, of any Data or any information derived therefrom without Seller's prior written consent. The foregoing shall in no way obligate Seller to provide or supply Data to Buyer.

XII. DIES, TOOLS, PATTERNS Seller's charges for dies, molds, patterns and the like (as set out in Seller's price list or as calculated in accordance with Seller's standard daily fee rates pursuant to Clause II) represent the Buyer's proportionate cost thereof, it being expressly understood that they remain the sole property of Seller. Modifications made to dies, molds, patterns and the like in order to manufacture Products shall be at the discretion of Seller.

XIII. GENERAL A. These Terms and Conditions, and any non-contractual obligations arising out of or in connection with them, shall be construed and governed in all respects by English law and the parties submit to the exclusive jurisdiction of the English courts. The United Nations Convention on the International Sale of Goods shall not apply. A person who is not party to these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions.

B. These Terms and Conditions together with any other terms specifically agreed to in writing by Seller constitute the entire agreement between Buyer and Seller and supersede any prior or contemporaneous representations, agreements, proposals, warranties, or understandings, oral or written, express or implied. Buyer acknowledges and agrees that it is not relying on any representations, warranties, statements, or assurances not expressly set forth in these Terms and Conditions, including any made prior to or during the negotiation of these Terms and Conditions. No waiver, modification, amendment, rescission or other change to these Terms and Conditions shall be binding unless specifically agreed to in writing by an authorised representative of Seller.

C. If any provision of these Terms and Conditions is found by any court, or like body to be wholly or partly illegal, invalid, void, voidable or unenforceable it shall to the extent of such illegality, invalidity, voidness, voidability or unenforceability be deemed severable, and the remaining provisions of these Terms and Conditions and the remainder of such provision shall continue in full force and effect. The failure of Seller to assert any right at any time hereunder shall not prevent Seller's subsequent assertion of the same or different rights.

D. Buyer may not assign these Terms and Conditions or any part of them without the prior written approval of the Seller.

XIV. PROHIBITION FOR HAZARDOUS USE

Buyer understands and agrees that Products sold hereunder are not intended for application in, and shall not be used by Buyer in the construction or operation of a nuclear installation, a nuclear facility or a nuclear reactor or in connection with use or handling of nuclear material or for any hazardous activity or critical application, where failure of a single component could cause substantial harm to persons or property, unless Products have been specifically approved by Seller for such activity or application. Seller disclaims all liability for loss or damage resulting from such unauthorised use and Buyer shall defend, hold harmless and indemnify Seller against any such liability, whether arising under breach of contract, warranty, tort (regardless of the degree of fault or negligence), strict liability or otherwise.

Where Seller approves the application of the Products in a nuclear facility, the Buyer shall, before the use or provision of such Products, execute a Nuclear Defense and Indemnification Agreement in a form acceptable to Seller.

XV. STATUTORY REQUIREMENTS

Seller reserves the right to make any changes in the general specifications of the Products which are required for the Products to conform to any statutory requirement.

XVI. GOVERNMENT CONTRACTS

Only Federal Acquisition Regulation ("FAR") supplement clauses expressly accepted in writing by Seller shall be included or incorporated by reference herein. Seller shall not be bound by and makes no representation of compliance with any FAR or FAR supplement clauses that Seller shall not have expressly accepted in writing.

XVII. INVOICE FRAUD PREVENTION

Given the increased risk of invoice fraud, Buyer should treat any notification to change details of Seller's bank account with suspicion. Seller will not inform or instruct Buyer to make remittance or money transfers to any other beneficiary, address or bank account via email. Buyer shall always verify a request to update records or change bank account information BEFORE implementing a change or completing the payment. In addition, Buyer shall verify any requested changes by speaking to a known Seller representative.