

Terms and Conditions for the Supply of Products and Services

24 February 2026

Your attention is particularly drawn to the exclusions and limitations of liability at Condition 7.

1. DEFINITIONS AND INTERPRETATION

In these Conditions:

1.1. the following words and expressions have the following meanings and, in addition, any words and expressions defined in any Condition will have the same meaning when used in any other Condition:

“Business Day”	a day that is not a Saturday, Sunday or public or bank holiday in England and/or Wales
“Charges”	the charges for the Services set out in the Order Acknowledgement
“Contract”	the Contract between Labman and the Customer in accordance with Condition 2.1
“Liability”	liability arising out of or in connection with the Contract, whether in contract, tort, misrepresentation, restitution, under statute or otherwise, including any vicarious liability and any liability arising from a breach of, or a failure to perform or defect or delay in performance of, any of a party’s obligations under the Contract and/or any defect in any of the Products, in each case howsoever caused including if caused by negligence
“Order”	the Customer’s order for the supply of products and/or services
“Order Acknowledgement”	Labman’s written acceptance of the Order set out in Labman’s standard order acknowledgement form
“Product Liability”	Liability for, but not arising from, death, personal injury, damage to and/or loss or destruction of tangible property (excluding data) caused by a Product (but not damage or loss to or defects in the Product itself nor Liability for any recall, repair, alteration, replacement or re-instatement of the Product or any product into which the Product is incorporated)

“Specification”	Labman’s standard technical specification for the Product(s) or, where applicable, such other written technical specification for the Products as set out in the quotation
“Taxes”	any taxes, levies, imposts, duties, tariffs, charges or similar payments imposed by any statutory, governmental, international, state, federal, provincial, local or municipal authority, agency, body or department whatsoever (including value added tax or sales tax), in each case as imposed in any country in the world
“Warranty Period”	the period starting on Delivery and ending on expiry of a period of 12 months from and including the date of Delivery

1.2. in relation to each party:

1.2.1. “Labman” refers to Labman Automation Limited (registered number 02765790) whose registered office is at Seamer Hill, Seamer, Stokesley, Middlesbrough, Cleveland, TS9 5NQ;

1.2.2. the “Customer” refers to the person named as the customer in the Order;

1.3. references to a “person” include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);

1.4. all headings are for ease of reference only and will not affect the construction or interpretation of these Conditions; and

1.5. any words following the words “include”, “includes”, “including”, “in particular” or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them and the ejusdem generis rule will not apply.

2. CONTRACT FORMATION

2.1. The Order constitutes an offer by the Customer to purchase the products (“Products”) and take the set-up and/or training services set out in the Order (“Services”) from Labman on these Conditions. A contract for the supply of Products and Services by Labman to the Customer on these Conditions will be formed when Labman accepts the Order by: (i) issuing a written acknowledgement of the Order; (ii) delivering the Products; or (iii) commencing performance of the Services (whichever the earlier). For the avoidance of doubt, Labman are under no obligation to accept the Order.

2.2. These Conditions are the only terms and conditions on which Labman will supply products and services to the Customer and will apply to the exclusion of all other terms and conditions including any terms and conditions which the Customer purports to apply under any purchase order, confirmation of order or similar document (whether or not such

document is referred to in the Contract) and any terms and conditions which may otherwise be implied by trade, custom, practice or course of dealing.

- 2.3. Any quotation given by Labman will constitute an invitation to submit an Order and not an offer capable of acceptance and may be withdrawn by Labman at any time.

3. DELIVERY

3.1. Labman will deliver the Products to the address specified in the Order Acknowledgement and the Customer will be responsible for off-loading the Products from the delivery vehicle. Labman will inform the Customer in advance of the date on which the Products will be delivered. Delivery of the Products (“**Delivery**”) will be deemed to occur when they arrive at the delivery address. Where Products are specified in the Order Acknowledgement as being delivered DAP (Delivery At Place) Incoterms 2020, to the extent only of any conflict or inconsistency between Incoterms 2020 and these Conditions, Incoterms 2020 will take precedence.

3.2. Subject to Condition 3.3, Labman will use reasonable endeavours to deliver Products on the estimated delivery date set out in the Order Acknowledgement.

3.3. If:

3.3.1. the Products have not been delivered under Condition 3.1 within twenty eight (28) calendar days from but excluding the estimated delivery date set out in the Order Acknowledgement; and

3.3.2. Labman fails to deliver those Products under Condition 3.1 within twenty eight (28) calendar days of a written notice stating that the Products have not being delivered and requiring their delivery,

and such delay does not result from the Customer’s failure to comply with its obligations and/or any event or circumstance which is beyond Labman’s reasonable control, the Customer will be entitled to cancel the Contract by giving written notice to that effect to Labman. If the Customer exercises its right of cancellation Labman will refund to the Customer any monies which the Customer has already paid to Labman under the Contract for Products not delivered and the Customer will not be required to pay any further monies to Labman under the Contract (other than anything due in respect of Products which have already been delivered).

3.4. Save as provided in Condition 3.3, the Customer will not be entitled to cancel the Contract or to reject any Products by reason of a delay in delivery or failure to deliver.

4. PASSING OF RISK AND TITLE

4.1. Risk of damage to or loss of the Products will pass to the Customer on Delivery.

4.2. Legal and beneficial ownership of the Products will not pass to the Customer until Labman has received in full in cleared funds all sums due to Labman in respect of the Products. Once Labman has delivered the Products to the Customer, Labman will be

- entitled to recover payment for the Products (including by way of an action for the price) notwithstanding that ownership of any of the Products has not passed from Labman. Labman may, by giving written notice to the Customer, pass legal and beneficial ownership of the Products (or any of them) to the Customer at any time.
- 4.3. Subject to Condition 4.7, the Customer may use the Products in the ordinary course of the Customer's business before ownership has passed to the Customer.
- 4.4. The Customer's right to possession and use of the Products will terminate immediately if, before ownership of the Products passes to the Customer in accordance with Condition 4.2:
- 4.4.1. The Customer is the subject of an Insolvency Event or fails to pay any sum due under the Contract on or before its due date;
- 4.4.2. the Customer is in breach of any of its obligations under the Contract or any other contract between the parties or the Contract expires or terminates for any reason; or
- 4.4.3. the Customer encumbers or in any way charges any of the Products.
- 4.5. The Customer grants, and will procure that the owner of any third party premises grants, Labman, Labman's agents, employees and sub-contractors an irrevocable licence at any time to enter any premises where the Products are or may be stored in order to inspect them, or, where the Customer's right to possession and use has terminated, to recover them.
- 4.6. If the Customer's right to possession and use of the Products terminates in accordance with Condition 4.4, Labman may issue the Customer with a credit note for all or any part of the price of the Products together with VAT thereon.
- 4.7. In some cases, Products will automatically disable after a certain timeframe unless an enabling key is deployed to enable continued use of the relevant Product(s). The availability of the enabling keys and the Customer's right of continued access to such Product(s) is conditional on the Customer's compliance with the terms of the Contract, including the Customer's payment obligations.
- 4.8. Labman's rights contained in this Condition 4 will survive expiry or termination of the Contract however arising.

5. PRICE AND PAYMENT

- 5.1. The Charges are exclusive of any Taxes, which will be payable in addition in the manner and at the rate prescribed by law from time to time.
- 5.2. If the Customer is required by law to make any deduction or withholding on account of any Taxes from any payment to be made to Labman under the Contract, then the amount payable will be increased by such sum as will ensure that after the deduction or withholding has been made Labman receives a net amount equal to the full amount that Labman would have received had no such deduction or withholding been required.

- 5.3. Labman will be entitled to invoice the Customer for the Charges for Products and/or Services following the Order Acknowledgement being issued.
- 5.4. Each invoice will be payable by the Customer within thirty (30) days following the date on which the invoice is issued. The Customer will make all payments in the currency specified in the Order Acknowledgement (or, if no currency is specified, in pounds sterling) in available cleared funds by electronic transfer to such bank account as Labman may nominate from time to time.
- 5.5. If the Customer fails to make any payment due to Labman under the Contract on or before the due date Labman will be entitled to withhold further deliveries of Products and to suspend provision of the Services until that payment has been made.
- 5.6. If the Customer fails to make any payment due to Labman under the Contract on or before the due date or an Insolvency Event occurs, all invoices issued will immediately become due and payable.
- 5.7. Save as otherwise expressly provided in these Conditions or required by law, all payments to be made by the Customer to Labman under the Contract will be made in full and without any set-off or any deduction or withholding including on account of any counter-claim.

6. WARRANTY

- 6.1. Labman warrants to the Customer that at the time of Delivery the Products will:
 - 6.1.1. conform to the Specification in all material respects; and
 - 6.1.2. be free from material defects in design, materials or workmanship.
- 6.2. If there is a breach of either of the warranties at Condition 6.1, the Customer will:
 - 6.2.1. give Labman written notice of the breach, such notice to be given:
 - 6.2.1.1. in respect of any breach that should be apparent from a visual inspection of the relevant Product, within ten (10) Business Days from and including the date of Delivery; or
 - 6.2.1.2. in respect of any other breach, within ten (10) Business Days after the Customer becomes aware of the breach and prior to expiry of the Warranty Period;
 - 6.2.2. at Labman's option either return to Labman (at Labman's cost) the relevant Product or permit Labman or its agent or sub-contractor to inspect it at the Customer's premises;
 - 6.2.3. provide Labman with all information and assistance which Labman may reasonably require to investigate the alleged breach; and

- 6.2.4. where instructed by Labman, not use the relevant Product after becoming aware of the breach.
- 6.3. Subject to Conditions 7.1 and 7.5, Labman's only Liability for breach of the warranties at Condition 6.1 will be, at Labman's option, to repair or replace the relevant Product or refund such part of the Charges paid in respect of the relevant Product as is reasonable in the circumstances.
- 6.4. Within ten (10) Business Days of Labman receiving written notice of a breach of either of the warranties at Condition 6.1, Labman will provide the Customer with a plan setting out Labman's proposal to repair or replace (if applicable) the affected Product(s) within a reasonable timeframe.
- 6.5. The Customer's only remedy for breach of the obligations at Conditions 6.3 or 6.4 will be in damages.
- 6.6. Subject to Condition 7.5, Labman will not have any Liability for a breach of a warranty at Condition 6.1 if:
- 6.6.1. notice of the breach was not given to Labman in accordance with the relevant timescale as set out in Condition 6.2.1;
 - 6.6.2. the Customer does not comply with any of the Customer's obligations at Conditions 6.2.2, 6.2.3 or 6.2.4 in respect of the breach; or
 - 6.6.3. the breach or the circumstances giving rise to the breach was drawn to the Customer's attention before formation of the Contract or the Product was examined by the Customer before formation of the Contract and the examination ought to have revealed the breach or circumstances.
- 6.7. The Customer acknowledges that, without limitation, defects in any Products are not to be taken as evidence of a breach of a warranty at Condition 6.1 where:
- 6.7.1. caused by damage in transit after Delivery;
 - 6.7.2. caused by fair wear and tear; or
 - 6.7.3. caused or exacerbated by:
 - 6.7.3.1. improper or unauthorised use, handling, alteration, installation, integration, repair, maintenance, storage and/or misuse, neglect or accident;
 - 6.7.3.2. use of non-compatible consumables with a Product;
 - 6.7.3.3. use of a Product with any third party hardware or software; or
 - 6.7.3.4. failure to comply with instructions or training provided with the Product,

in each case after Delivery.

- 6.8. Labman warrants to the Customer that Labman will provide the Services with reasonable care and skill. Subject to Conditions 7.1 and 7.5, Labman's only Liability for breach of this warranty will be, at Labman's option, to reperform the relevant Services (or part thereof) or refund such part of the Charges paid in respect of the relevant Services as is reasonable in the circumstances.
- 6.9. Subject to Condition 7.5, all warranties, conditions and other terms implied by law (whether by statute, common law or otherwise) are excluded from the Contract.
- 6.10. Labman will use reasonable endeavours to provide the Services on the estimated performance date set out in the Order Acknowledgement, but time for provision of the Services will not be of the essence of the Contract.

7. EXCLUSIONS AND LIMITATIONS OF LIABILITY

7.1. Subject to Conditions 7.4 and 7.5, Labman's:

7.1.1. maximum aggregate Product Liability will be limited to an amount equal to the greater of:

7.1.1.1. one hundred percent (100%) of the total Charges paid under the Contract;
and

7.1.1.2. one million pounds sterling (£1,000,000);

7.1.2. entire Liability for any non-delivery of Products or failure to deliver the Products in accordance with the timescales set out or referred to in the Contract will be as set out in Condition 3.3 and Labman will have no other Liability for any such non-delivery or failure to deliver; and

7.1.3. maximum aggregate Liability, but excluding any Product Liability, will be limited to an amount equal to one hundred percent (100%) of the total Charges paid and/or payable under the Contract.

7.2. Subject to Condition 7.5, the Customer's maximum aggregate Liability will be limited to an amount equal to one hundred percent (100%) of the total Charges paid and/or payable under the Contract. This cap will not operate to limit or restrict the Customer's obligations to pay the Charges or related interest payments. The Charges and related interest payments will not count towards this cap.

7.3. Subject to Conditions 7.4 and 7.5, neither party will have Liability to the other:

7.3.1. in each case whether direct, indirect or consequential, for any: (i) loss of profit or revenue (save for Labman's right to recover all Charges in full); (ii) loss of use or production; (iii) loss of opportunity; (iv) loss of goodwill; (v) loss of reputation; (vi) loss of anticipated savings; (vii) loss of use or value of any data or software; (viii)

wasted management, (ix) loss of operational or other time; or (x) wasted expenditure; or

7.3.2. for any indirect, consequential or special loss.

7.4. Labman will not be in breach of the Contract or otherwise liable to the Customer for any failure to perform or delay in performing Labman's obligations under the Contract if such failure or delay is due to any event or circumstance beyond Labman's reasonable control.

7.5. Nothing in the Contract will operate to exclude or restrict any Liability of a party:

7.5.1. that cannot be excluded or restricted in the Contract in respect of death or personal injury resulting from negligence by operation of applicable laws;

7.5.2. for fraud or fraudulent misrepresentation (by the party or on its behalf);

7.5.3. for breach by Labman of any terms implied by applicable law that:

7.5.3.1. Labman has a right to sell the Products;

7.5.3.2. the Products are free from any undisclosed charges or rights benefitting Labman or a third party; and/or

7.5.3.3. except for any disclosed charges or rights, the Customer will have undisturbed possession of the Products; or

7.5.4. for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.

Any Liability of a party which falls within Condition 7.5 will not be taken into account in assessing whether any of the financial limits in Conditions 7.1 or 7.2 has been reached.

7.6. Nothing in this Condition 7 will prevent or restrict the right of a party to seek injunctive relief or specific performance or other discretionary remedies of the court.

7.7. The exclusions from and limitations of liability set out in this Condition 7 will be considered severally. The invalidity or unenforceability of any one sub-clause or clause will not affect the validity or enforceability of any other sub-clause or clause and they will be considered severable from each other.

8. THE CUSTOMER'S OBLIGATIONS

8.1. The Customer will:

8.1.1. provide Labman with all information and assistance as Labman may reasonably require from time to time to perform its obligations or exercise its rights under the Contract;

- 8.1.2. notify Labman within 24 hours of any discussions, negotiations or proposals with any of the Customer's creditors in relation to a debt or debts owed to any of them or any discussions relating to the Customer's insolvency;
 - 8.1.3. comply with all operating instructions applicable to Products and not use any Products for a purpose other than as identified in the Specification or otherwise approved by Labman in writing;
 - 8.1.4. not use the Products in any way that infringes any person's rights or is illegal or unlawful in any relevant country;
 - 8.1.5. not remove or alter any trade marks, patent numbers, serial numbers, labels or other identifying marks on the Products;
 - 8.1.6. not alter, modify or seek to reverse engineer the Products in any way without Labman's express prior written approval;
 - 8.1.7. not remove from Products or their packaging any instructions or warnings provided by Labman; and
 - 8.1.8. promptly give Labman written notice of any dispute the Customer is involved in and any claim or complaint made against the Customer in respect of Products.
- 8.2. Notwithstanding any other term of the Contract, Labman will not be in breach of the Contract to the extent Labman's failure to perform or delay or defect in performance of Labman's obligations under the Contract arises as a result of:
- 8.2.1. any breach by the Customer of its obligations contained in the Contract;
 - 8.2.2. Labman relying on any incomplete or inaccurate data provided by a third party; or
 - 8.2.3. Labman complying with any instruction or request by the Customer or one of its employees or contractors.

9. TERMINATION

- 9.1. Without limiting Condition 9.2, if the Customer commits a material breach of the Contract, Labman may terminate the Contract immediately by giving written notice to that effect to the Customer.
- 9.2. Labman may terminate the Contract immediately by giving written notice to that effect to the Customer if the Customer fails to make any payment due to Labman under the Contract on or before the due date.
- 9.3. Labman may terminate the Contract immediately by giving written notice to that effect to the Customer if
 - 9.3.1. the Customer has a monitor, receiver of any kind, administrator or provisional liquidator appointed in respect of the Customer or the Customer's business;

- 9.3.2. any person (including the Customer) takes any step or action to appoint a monitor or administrator in respect of the Customer;
- 9.3.3. the Customer passes a resolution in respect of its winding-up or has a winding up order made by a court in respect of the Customer;
- 9.3.4. the Customer or any other person proposes or the Customer enters into any composition or arrangement with creditors;
- 9.3.5. the Customer ceases to carry on business;
- 9.3.6. the Customer is the subject of anything analogous to any of the events referred to above under the laws of any applicable jurisdiction or are the subject of any proceeding in any Member State of the European Union which is capable of recognition under the EC Regulation on Insolvency Proceedings (EC 1346/2000) or the EU Regulation on Insolvency Proceedings (Recast) (EU 2015/848) as those regulations are enacted by an institution of the European Union and as amended from time to time or are the subject of an application for the recognition of a foreign insolvency proceeding under the Cross-Border Insolvency Regulations 2006 (SI 2006/1030);

(each an “**Insolvency Event**”). The Customer will notify Labman immediately upon the occurrence of any such event or circumstance.

9.4. Following expiry or termination of the Contract:

- 9.4.1. Labman will be entitled to invoice all Charges and any costs incurred which have not yet been invoiced;
- 9.4.2. all invoices (including any invoices issued under Condition 9.4.1) will become immediately due and payable by the Customer;
- 9.4.3. the Customer will return Labman’s Confidential Information to Labman within ten (10) Business Days of Labman sending a written request requesting for it to be returned;
- 9.4.4. any Conditions which expressly or impliedly continue to have effect after expiry or termination of the Contract will continue in force; and
- 9.4.5. all other rights and obligations will immediately cease without prejudice to any rights, obligations, claims (including claims for damages for breach) and liabilities which have accrued prior to the date of expiry or termination.

10. CONFIDENTIALITY

- 10.1. Each party will, subject to Conditions 10.2 and 12.9:

- 10.1.1. only use the other party's Confidential Information for the purpose of performing its obligations and exercising its rights under the Contract;
 - 10.1.2. keep the other party's Confidential Information secret, safe and secure; and
 - 10.1.3. not disclose the other party's Confidential Information to any other person.
- 10.2. Each party may disclose the other party's Confidential Information:
- 10.2.1. to the extent required by law, by an order of a court of competent jurisdiction or by any securities exchange, listing authority, governmental or regulatory authority to which it is subject or to which it submits; and
 - 10.2.2. to those of its officers, directors, employees and professional advisers and, in Labman's case, Labman's agents and sub-contractors, who need access to that Confidential Information so that it can perform its obligations and exercise its rights under the Contract. A party disclosing the other party's Confidential Information under this Condition 10.2.2 will procure that each person to whom it discloses that Confidential Information will not do or omit to do anything which if done or omitted to be done by that party would be a breach of this Condition 10.
- 10.3. For the purposes of this Condition 10, "**Confidential Information**" means the terms of the Contract and any information that relates to a party and which is directly or indirectly disclosed or made available to the other party in connection with the Contract and any trade secret where the trade secret holder is the party disclosing the trade secret, but excluding information that:
- 10.3.1. is at the relevant time in the public domain (other than by virtue of a breach of this Condition 10); or
 - 10.3.2. was received by the other party from a third party who did not acquire it in confidence.
- 10.4. Each party acknowledges and agrees that damages alone would not be an adequate remedy for breach of this Condition 10 by that party. Accordingly, the other party will be entitled, without having to prove special damages, to equitable relief (including injunction and specific performance) and to any remedies available to a trade secret holder for any breach or threatened breach of this Condition 10 by the first party.

11. NOTICE

- 11.1. Any notice to be given by either party to the other:
 - 11.1.1. must be in writing in the English language and:
 - 11.1.1.1. sent by pre-paid next-day delivery service or airmail post to the party's registered office or such other address as such party may from time to time have notified to the other in writing;

11.1.1.2. sent by e-mail to the other party's e-mail address as set out in the Order Acknowledgement; and

11.1.2. will be deemed to have been delivered at:

11.1.2.1. 9:00am on the second Business Day after the date of posting in respect of pre-paid next-day delivery service;

11.1.2.2. 9:00am on the tenth Business Day after the date of posting in respect of airmail post; and

11.1.2.3. the time of sending in respect of sending by e-mail.

11.2. This Condition 11 will not apply to the service of any proceedings or other documents in a legal action to which the Civil Procedure Rules apply.

12. GENERAL

12.1. The Contract constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter and:

12.1.1. neither party has entered into the Contract in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other party or any other person and whether made to the first party or any other person) which is not expressly set out in the Contract; and

12.1.2. nothing in this Condition 12.1 will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

12.2. A delay in exercising or failure to exercise a right or remedy under or in connection with the Contract will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.

12.3. If any term of the Contract (including any exclusion from, or limitation of, liability set out in Condition 7) is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from the Contract and this will not affect the remainder of the Contract which will continue in full force and effect (and where any term ceases to have effect because the Customer has suffered an Insolvency Event, if that Insolvency Event comes to an end without the Customer becoming subject to a further such Insolvency Event, such term will be deemed once again to have effect in accordance with its terms).

12.4. No variation to the Contract will be effective unless it is in writing and signed on behalf of each of the parties.

- 12.5. Nothing in the Contract and no action taken by the parties in connection with it will create a partnership or joint venture between the parties or give either party authority to act as the agent of or in the name of or on behalf of the other party or to bind the other party or to hold itself out as being entitled to do so.
- 12.6. Each party agrees that it is an independent contractor and is entering into the Contract as principal and not as agent for or for the benefit of any other person.
- 12.7. The parties do not intend that any term of the Contract will be enforceable by any third party.
- 12.8. The Customer will not be entitled to assign, transfer, charge, hold on trust for any person or deal in any other manner with any of its rights under the Contract.
- 12.9. Notwithstanding Condition 10, Labman will be entitled to refer to the existence of the Contract and Labman's relationship with the Customer when referencing Labman's current customers and/or providing examples of Labman's experience to existing and potential customers without obtaining the Customer's prior consent.

13. GOVERNING LAW AND JURISDICTION

- 13.1. The Contract and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales.
- 13.2. Subject to Condition 13.3, the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with the Contract (including in relation to any non-contractual obligations).
- 13.3. Either party may seek interim injunctive relief or any other interim measure of protection in any court of competent jurisdiction.