

1. BASIS OF CONTRACT

1.1. The agreement (“**Agreement**”) comprises (in the following order of precedence): (i) any special terms agreed in writing by the authorised representatives of the parties (“**Special Terms**”); (ii) the Buyer’s purchase order, or the Buyer’s written acceptance of the Vendor’s quotation or statement of work (the “**Order**”); and these Terms and Conditions of Purchase.

1.2. References in the Agreement to: (i) “**Buyer**” shall mean Renishaw plc (or, where applicable, its Associate specified on the relevant Order); (ii) “**Vendor**” shall mean the vendor specified on the relevant Order; (iii) “**include**” or “**including**” shall mean including without limitation; (iv) “**writing**” or “**written**” shall include email; (v) “**Associate**” shall mean a party that controls, is controlled by or is under common control with the Buyer; (vi) “**Specification**” shall mean the description, standards and specifications required for the Goods and Services referred to in the Agreement; and (vii) a statute or statutory provision includes subordinate legislation and any amendment or re-enactment.

1.3. The Vendor warrants that it has and shall maintain full capability, capacity, authority and all necessary licences and consents to perform the Agreement.

2. SUPPLY OF GOODS AND SERVICES

2.1. The Vendor’s quotation constitutes an offer by the Vendor to sell the Goods and/or provide the Services to the Buyer, which shall only be deemed accepted upon the Buyer’s issuance of the Order. Performance by the Vendor shall not entitle the Vendor to claim any payment for the Goods and/or Services where an Order has not been issued by the Buyer.

2.2. The Buyer, its representatives and/or a regulatory body may (but are not obliged to) inspect and test all Goods at the Vendor’s (or its sub-contractor’s) premises at all reasonable times and to reject (at the Vendor’s risk and expense) any Goods that do not or are unlikely to comply with the Agreement. The Vendor must (at the Buyer’s option) repair any rejected Goods, or replace such rejected Goods with Goods that comply with the Agreement prior to the delivery date specified in the Order. Any inspection, testing, or acceptance given by or on behalf of the Buyer shall not relieve the Vendor from any further obligations regarding the Goods under the Agreement.

2.3. The Vendor shall ensure that the Goods are properly and carefully stored, packaged and transported to prevent loss, damage, contamination and/or deterioration of the Goods in accordance with the Specification (or best industry practice if no such Specification exists). Upon request, each delivery shall be accompanied by a certificate of conformity in a form acceptable to the Buyer.

2.4. The required date for the delivery of the Goods, performance of the Services and delivery of any deliverables from any Services (“**Deliverables**”) shall be specified in the Order. The time for delivery and performance is of the essence.

2.5. The Vendor must accompany each delivery with an advice or delivery note which clearly states the Buyer’s part number, order number, line number, export control classification number, delivery address and a description of the Goods, Services and/or Deliverables.

2.6. Delivery shall only be deemed to have occurred when the Goods and/or Deliverables have been delivered and unloaded in full (except where partial delivery is expressly agreed in writing in advance), correctly documented, and in good and correct packaging at the address stated in the Order.

2.7. Title and risk in the Goods and Deliverables shall pass to the Buyer on delivery.

2.8. If the Vendor fails to supply the Goods or Deliverables or to perform the Services by the applicable dates, the Buyer may, at its sole discretion and without limiting or affecting any other right or remedy available to it: (i) cancel the Order and any related Orders in whole or part with immediate effect by written notice to the Vendor; (ii) refuse to accept any subsequent delivery or performance of Goods, Services and/or Deliverables which the Vendor attempts to make; (iii) receive a full refund of any prepaid amounts under the cancelled Order; (iv) recover any costs and expenses incurred by the Buyer in obtaining replacement Goods, Deliverables and Services via a third party or otherwise; and (v) claim damages for any additional costs, losses or expenses incurred by the Buyer due to the delay.

2.9. The Buyer shall not be liable for any additional costs due to the Vendor’s failure to deliver to agreed due dates, or to the correct location, or failure to meet the Specification.

2.10. Any Goods and/or Deliverables (and any associated technology) manufactured or supplied shall from the date of delivery: (i) be new and unused; (ii) be of the best quality, material and workmanship; (iii) be free from defects in design, material, workmanship and installation and, in the case of software, free from any malware, backdoors and security vulnerabilities; (iv) conform in all respects with the Specification and the patterns or samples (if any) agreed in the Specification; (v) be fit for any purpose referred to in the Agreement, implied by or made known by the Buyer to the Vendor; (vi) comply with all applicable legal requirements, regulations, guidelines and industry codes of practice; and (vii) not infringe any intellectual property rights of any third-party.

2.11. All Services supplied by the Vendor shall: (i) be performed with the highest skill, care and diligence, consistent with the highest standards of the Vendor’s industry; (ii) be performed by a sufficient number of suitably qualified, skilled and experienced personnel; (iii) conform in all respects with the Specification; (iv) be fit for any purpose expressly referred to in the Agreement, or implied by or made known by the Buyer to the Vendor; (v) not infringe any intellectual property rights of any third party; and (vi) comply with all applicable legal requirements, regulations, guidelines and industry codes of practice.

2.12. If the Buyer enables access to or provides the Vendor with any equipment, tool(s), drawing(s), specification(s), data or other item(s) (“**Buyer Items**”), the Vendor shall: (i) keep them safe and secure and maintain them in a good condition, segregated and clearly marked as Buyer’s property; (ii) satisfy itself that the Buyer Items are adequate for the purpose(s) for which they are being provided, notifying the Buyer of any defects or deficiencies within two (2) days of receipt; (iii) not use Buyer Items for any purpose other than as necessary for the performance of the Agreement, or allow any third party to use or take possession of them; (iv) not have and shall ensure that no Vendor personnel have a lien on Buyer Items for any sum due and take all reasonable steps to ensure the title of the Buyer and the exclusion of such lien are brought to the attention of all Vendor personnel dealing with any Buyer Item; (v) not dispose of any Buyer Items other than in accordance with the Buyer’s written instructions; (vi) return them to the Buyer upon completion or termination of the Agreement (or earlier if requested by the Buyer); and (vii) be fully liable and maintain insurance for any loss or damage to any Buyer Items.

2.13. Where applicable, Goods and Deliverables must comply on delivery with the prevailing version of the Buyer’s chemical composition standard, CC014, which can be downloaded from: <https://www.renishaw.com/supplier/supplierinfo>. In the event of changes to the

composition of the supplied items or materials, or to the requirements of laws and regulations described in the chemical composition standard, it is the responsibility of the Vendor to ensure that the supplied items or materials continue to comply with these revised standards and to provide updated declarations to the Buyer where this is necessary.

3. REMEDIES

3.1. If any Goods, Services and/or Deliverables provided or performed by the Vendor do not conform in every respect with this Agreement (including defects which occur due to the Vendor’s incorrect or insufficient instructions for use) during the Warranty Period, the Buyer shall, without limiting or affecting any other right or remedy available to it, have the right to: (i) reject such Goods, Services and/or Deliverables; (ii) return the Goods and/or Deliverables to the Vendor at the Vendor’s expense; (iii) receive an immediate full refund for such Goods, Services and/or Deliverables; and (iv) recover any costs incurred as a consequence (including the cost of purchasing replacements or repair services from a third party or otherwise). Prior acceptance or payment shall not prejudice the Buyer’s subsequent right of rejection. “**Warranty Period**” means a period ending on the later of: (i) eighteen (18) months from the date of delivery or performance of such Goods, Services and Deliverables; or (ii) twelve (12) months from the date that such Goods, Services and Deliverables were first used or put into production by Buyer.

3.2. Before exercising its right to purchase elsewhere, the Buyer may (at its discretion) give the Vendor a reasonable period (to be determined by the Buyer) to repair, rework, replace or re-perform (at Buyer’s option) rejected Goods, Services and/or Deliverables with Goods, Services and/or Deliverables which conform to the Agreement. Such Goods, Services and/or Deliverables may be invoiced upon satisfactory re-delivery or re-performance. This Agreement applies to any repaired/re-worked/re-performed/replacement Goods, Services and/or Deliverables and a new Warranty Period shall commence from the date of such re-delivery or re-performance.

3.3. The Vendor will indemnify and hold the Buyer and its Associates harmless against all liabilities, losses, damages, actions, claims, fines, charges, expenses and costs (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and all reasonable legal costs and other professional costs and expenses on a full indemnity basis) arising from or incurred as a result of: (i) defective design, workmanship, quality or materials; (ii) any breach by the Vendor of the Agreement; (iii) any negligent act or omission or breach of statutory duty by the Vendor or its employees, agents or sub-contractors; (iv) any claim or action brought against the Buyer for actual or alleged infringement of a third party’s intellectual property rights arising out of or in connection with the receipt, use or supply of the Goods, Services and/or Deliverables; and (v) any other third party claim made against the Buyer, its Associates, employees, agents or customers or any third party to the extent that this was directly or indirectly caused by or arises from the supply of Goods, Services and/or Deliverables.

4. INVOICING & PAYMENT

4.1. The price is stated in the Order which unless expressly agreed otherwise shall be inclusive of delivery and/or performance and all associated costs (including packaging, packing, carriage, customs clearance, costs, expenses and insurance), and inclusive of VAT (or equivalent sales tax where applicable). No price increases shall apply without the Buyer’s prior written agreement and the Buyer shall be under no obligation to accept such request.

4.2. The Vendor shall invoice the Buyer at the frequency specified in the Agreement. If no frequency is specified, the Vendor may invoice after the Buyer has accepted (in writing) the delivery or performance of all Goods, Services and/or Deliverables under the relevant Order.

4.3. Invoices must be sent to: purchase.invoices@renishaw.com. Each invoice must specify the Buyer’s purchase order number, a description of the Goods, Services and/or Deliverables, the actual number of hours worked (where applicable), the actual quantity of Goods and Deliverables delivered, itemised reimbursable costs (if permitted under clause 4.4), the Vendor’s VAT (or equivalent) number, and any applicable VAT (or equivalent sales tax where applicable) as a separate line item on the invoice in accordance with any applicable tax legislation.

4.4. Where costs and expenses have been authorised by the Buyer in writing in advance, the Vendor must supply appropriate receipts and other supporting evidence with the invoice in accordance with the Buyer’s then current expenses policy.

4.5. Undisputed invoices shall be paid within sixty (60) days of receipt of a validly issued invoice. The Vendor shall not withhold performance of its obligations under the Agreement for any reason without the Buyer’s written agreement.

4.6. Without prejudice to any other right or remedy, the Buyer may set off any amount owing from the Vendor to the Buyer or its Associates against any amount payable by the Buyer to the Vendor, whether under the Agreement or any other agreement between them.

4.7. If either party fails to make any undisputed payment due under the Agreement by the due date for such payment then the other party (as its sole remedy), shall be entitled to charge interest on the overdue amount: (i) at a rate of 4% a year above the Bank of England’s base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and (ii) from when the overdue sum became due, until it is paid.

5. VARIATION, CANCELLATION & TERMINATION

5.1. Subject to clause 5.4 below, the Buyer may vary or cancel all or any part of any Order without cause by giving the Vendor notice at any time prior to the Vendor’s full performance of the Order.

5.2. Either party may terminate this Agreement immediately upon written notice if the other party: (i) breaches any material provision of this Agreement and (if remediable) fails to remedy such breach within thirty (30) days of a notice requiring remedy; or (ii) becomes insolvent or subject to any bankruptcy or insolvency proceedings, makes a proposal for or enters into an arrangement with creditors, is unable to pay its debts when due, or threatens to suspend or cease all or a substantial part of its business.

5.3. The Buyer may terminate this Agreement immediately upon written notice if: (i) the Vendor undergoes a change of control (within the meaning of section 1124 of the Corporation Tax Act 2010); (ii) the Buyer or an Associate terminates any other agreement with the Vendor due to the Vendor’s default; or (iii) the Vendor repeatedly breaches any provision of this Agreement.

5.4. Where the Buyer exercises its rights under clause 5.1, the Buyer will pay a pro rata amount of the fees for Services, Goods or Deliverables which have been delivered or performed in accordance with the Agreement prior to receipt of notice, together with the costs of materials which the Vendor has already purchased to fulfil work in progress,

provided that: (i) they cannot be used for other customers or returned to the Vendor's supplier for a refund; and (ii) such materials and work in progress are promptly delivered to the Buyer. The total amount payable under this clause 5.4 will in no circumstances exceed the price of the relevant Services, Goods or Deliverables specified in the Order.

5.5. Where the Buyer exercises its rights under clauses 5.2 or 5.3, notwithstanding any other rights and remedies which may be available to the Buyer, the Buyer shall not be liable for any further payment obligations and the Vendor shall refund any amounts paid by the Buyer under the Agreement within fourteen (14) days of termination.

5.6. Upon termination or expiry, the Vendor shall provide (at the Vendor's cost and expense) such information and assistance as is reasonably required to facilitate a smooth transition from the Vendor to the Buyer or a subsequent supplier.

5.7. Termination or expiry, howsoever arising, shall not affect any of the parties' rights, remedies, obligations or liabilities accrued by such date. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

6. ANTI-BRIBERY, CORRUPTION & ETHICAL COMPLIANCE

6.1. The Parties shall at all times comply with: (i) the Buyer's Group Code of Conduct (the "Code") and the Buyer's Anti-Bribery Policy (the "Policy"), which can be found at <https://www.renishaw.com/supplier>; (ii) the Bribery Act 2010; and (iii) all applicable laws and regulations relating to anti-bribery and anti-corruption, and shall not engage in any activity, conduct or practice which would constitute an offence under such legislation or a breach of the Code or Policy or cause the other party, an Associate or a third party to commit such an offence or breach.

6.2. The Vendor warrants that neither it nor any person acting on its behalf has given or agreed or promised to give any financial or other advantage to or for the benefit of any other person in order to obtain or influence the award of any Order.

6.3. The Vendor shall comply with all anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force, including the Modern Slavery Act 2015, and shall not engage in, promote or otherwise support child labour, human trafficking or any other means of exploitation.

6.4. The Vendor shall not engage in any activity, practice or conduct which would constitute either a UK tax evasion facilitation offence or a foreign tax evasion facilitation offence under sections 45(5) and 46(6) of the Criminal Finances Act 2017.

6.5. The Vendor shall: (i) ensure that its own supply chain and any other person involved in the provision of Goods, Services and Deliverables does so only on the basis of a written contract which imposes terms equivalent to those imposed on the Vendor in this clause 6; and (ii) be responsible and directly liable for the observance of and compliance with this clause 6 by such persons.

6.6. Any breach by the Vendor of this clause 6 shall be a material breach of the Agreement.

7. LIABILITY & INSURANCE

7.1. Subject to clause 7.3, the Buyer shall not be liable to the Vendor for any indirect, incidental, punitive, special or consequential loss or any loss of turnover, profits, business opportunities or anticipated savings (whether direct or indirect).

7.2. Subject to clause 7.3, the Buyer shall not be liable to the Vendor for an amount that exceeds the total value of the relevant Order in the twelve (12) months preceding the date on which the cause of action arose.

7.3. Nothing in the Agreement shall exclude or limit liability for death or personal injury caused by a party's negligence, fraud or fraudulent misrepresentation, or any other liability which cannot be excluded or limited by law.

7.4. During the term of the Agreement and for six (6) years thereafter, the Vendor shall maintain insurance policies sufficient to cover its liabilities under or in connection with this Agreement in amounts reasonable and customary in the industry. The Vendor shall provide evidence of such policies on request.

8. INTELLECTUAL PROPERTY

8.1. In this Agreement "IPR" means patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

8.2. Subject to clauses 8.3 and 8.4, neither party will acquire any title, right or interest in or to any IPR belonging to or licensed to the other party or developed by the other party.

8.3. All IPR created under or in connection with the Agreement will vest in and become the absolute property of the Buyer. To the extent that such IPR are capable of prospective assignment, the Vendor hereby assigns the IPR to the Buyer, and to the extent such IPR cannot be assigned prospectively, the Vendor will assign those IPR to the Buyer as and when they are created, at the request and expense of the Buyer.

8.4. The Vendor grants the Buyer a worldwide, irrevocable, fully paid up, royalty-free, perpetual licence to use any Vendor IPR included in the Goods, Services and Deliverables for normal business purposes (including maintaining a reasonable number of back-up and test copies). The Buyer may sub-license the rights granted in this clause 8.4 to Associates, customers and service providers. If an entity ceases to be an Associate, the Associate's licence shall continue in effect for a transitional period of twelve (12) months.

8.5. The Vendor must not use any registered or unregistered trade marks of the Buyer or its Associates without the prior written consent of the Buyer.

8.6. The Vendor warrants that it shall not include any open source or other software that is subject to separate licence terms in the Goods, Services or Deliverables without the Buyer's prior written consent and that the Buyer's use of the Goods, Services and Deliverables shall not: (i) grant third parties rights to the Buyer's proprietary code; (ii) require disclosure of the Buyer's proprietary code; or (iii) require payment of royalties or other sums to third parties.

8.7. In addition to the indemnity in clause 3.3, in the event of an actual or alleged infringement of third party intellectual property rights, the Vendor shall: (i) procure the right for the Buyer to continue using the Goods, Services and Deliverables as contemplated by this Agreement; or (ii) replace or modify the Goods, Services and Deliverables so that they are non-infringing but remain substantially equivalent. If neither (i) nor (ii) is reasonably

available, the Vendor will refund all amounts paid under the relevant Orders and secure a release for the Buyer from any further liability.

9. CONFIDENTIALITY

9.1. During and after termination of this Agreement neither party shall, without the prior written consent of the other party, use or disclose to any other person (other than the Buyer's Associates) any information of the other party which is identified as confidential or which would be regarded as confidential by a reasonable person.

9.2. Each party shall on demand and on termination of this Agreement destroy or surrender to the other party all materials relating to such confidential information in its or its personnel's, agents' or representatives' possession.

10. DATA PROTECTION

10.1. In this clause 10, the terms "personal data", "controller" and "process" have the meanings given to them in article 4 of the EU General Data Protection Regulation ("GDPR").

10.2. Each party agrees to comply with all applicable data protection and privacy legislation, including the GDPR and the UK Data Protection Act 2018.

10.3. Where a party processes personal data for the purpose of managing this Agreement (including relationship management and invoicing), it is an independent controller.

10.4. If the Vendor is required to process personal data on behalf of the Buyer under the Agreement, the Vendor must first execute the Buyer's standard data processing agreement ("DPA"), which shall be incorporated into this Agreement upon execution. In the event of conflict, the DPA shall prevail over the rest of the Agreement with respect to personal data.

11. GENERAL PROVISIONS

11.1. **Assignment:** Neither party may assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement, save that the Buyer may assign, transfer, delegate or subcontract any or all of its rights and obligations under this Agreement to Associates. A party shall be liable for the acts and omissions of its subcontractors and delegates.

11.2. **Severance:** If any provision of this Agreement is found to be invalid, unenforceable or illegal, the other provisions shall remain in full force and effect.

11.3. **No Partnership:** This Agreement does not create any partnership or joint venture. Each party is acting only on its own behalf and is not the agent of another party nor authorised to make any commitment on another party's behalf.

11.4. **Personnel:** The Vendor shall indemnify the Buyer against all: (i) claims by employees, workers, contractors and tax authorities in relation to the employment or engagement of personnel by the Vendor or alleged employment or engagement of such personnel by the Buyer; and (ii) liability arising as a result of the application of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (the "TUPE Regulations") or any similar legislation to the TUPE Regulations in any other jurisdiction, such that the Buyer is placed into no worse position financially than it would have been had such claims and/or liability not existed. The Vendor shall provide (at the Vendor's cost and expense) such information and assistance as is reasonably required by the Buyer and/or any successor vendor in relation to any application or anticipated application of the TUPE Regulations (or any similar legislation) in connection with this Agreement.

11.5. **Export:** The Vendor may not, directly or indirectly, download, install, access, use, transfer, import, export or re-export (including any deemed export) any Buyer Items in breach of any applicable laws, regulations, trade embargoes or sanctions. The Vendor certifies that it is not an individual or entity listed on or located, organised or resident in a country subject to any embargo, sanction or restricted person list maintained by the UN, USA, UK, EU or other applicable jurisdiction.

11.6. **Waiver:** No waiver shall be binding unless executed in writing. No failure or delay to exercise a right or remedy shall constitute a waiver.

11.7. **Third party rights:** This Agreement does not give any third party the right to rely on or enforce any of its provisions, except that Associates may rely on and enforce any provisions as if they were the Buyer. The parties may vary or rescind this Agreement without the consent of any third-party beneficiary.

11.8. **Notices:** Notices under this Agreement shall be in writing, in English, to the email addresses specified in this Agreement (with a copy by courier service to the Buyer's registered address, marked for the attention of the General Counsel and Company Secretary). Notices are deemed received on transmission if delivered by email and within two (2) business days if by courier.

11.9. **Site Rules:** The Vendor and its employees, agents and sub-contractors must abide by the Buyer's policies and procedures when: (i) on any premises owned or occupied by the Buyer; (ii) using any Buyer Items; or (iii) accessing any Buyer systems.

11.10. **Audits:** The Vendor shall allow the Buyer (or its Associates, authorised representatives and agents) access to the Vendor's (and its subcontractors') premises at all reasonable times in order to inspect, audit and take copies of relevant records, and other documents as necessary to verify the Vendor's compliance with this Agreement.

11.11. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and representations, whether written or oral, relating to its subject matter. No other terms or conditions referenced from, delivered with, or contained in invoices or any other document provided by the Vendor or which are implied by trade, custom, practice or course of dealing shall form part of this Agreement.

11.12. **Variation:** Except as expressly provided by this Agreement, no variation of this Agreement shall be effective unless it is in writing and signed by the authorised representatives of each of the parties.

11.13. **Law:** This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

11.14. **Jurisdiction:** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.