



ANNEX I: General terms of Anemos Technology Limited

1. GENERAL

All orders are subject to approval and acceptance by Anemos Technology Limited (Anemos), and Anemos shall not be liable to Customer or any other party by reason of its failure to accept any order. Anemos accepts the order and sells the goods only in accordance with the terms and conditions contained herein, unless specifically agreed to the contrary in writing by a duly authorized officer of Anemos. Notwithstanding any contrary provisions that Customer may propose, Anemos' acceptance of any order is conditional upon Customer's assent to the terms and conditions contained herein. Acceptance by Customer of goods delivered by Anemos shall constitute assent by Customer. Unless otherwise agreed in writing, the prices quoted are valid only for a period of ninety (90) days from the date of the quotation.

2. PRICES AND CHARGES

The prices for all goods (materials or services) to be furnished by Anemos under any order are in Sterling Pounds (unless otherwise agreed upon in writing by an officer of Anemos) and include provisions for packaging in accordance with standard commercial practices. Anemos may, at Anemos' option, pay any or all charges on behalf of Customer and include such amounts in invoices to Customer. Customer requested order changes require Anemos' prior written consent. Anemos reserves the right to change quoted prices in the case of any functional specification changes, or fluctuation in raw material costs to the Anemos.

3. DELIVERY

Unless otherwise stated in this quotation or agreed upon in writing by an officer of Anemos, delivery of all goods shall be made E.X.W. (as defined by Incoterms 2020) Anemos' facilities. Anemos shall use reasonable efforts to satisfy delivery dates requested by Customer but shall have no obligation to satisfy such delivery dates in case they are different to the delivery dates agreed in this quotation or in writing signed by a duly authorized officer of Anemos.

4. WARRANTY AND LIMITATION OF LIABILITY

Anemos warrants that goods sold by to Customer will conform to Anemos' specifications, and will be free from defects caused by faulty material or poor workmanship. EXCEPT AS EXPRESSLY SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE, ANEMOS HAS NOT MADE AND DOES NOT HEREBY MAKE ANY OTHER REPRESENTATIONS OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, PERFORMANCE, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE GOODS FOR THE CUSTOMER'S USE OR THE CUSTOMER'S CUSTOMERS' USE. Anemos' liability under this warranty is limited to the obligations to, at Anemos' sole option, repair or replace, without charge, or refund the purchase price for any goods, which within thirty (30) days after delivery to Customer, are returned to Anemos with all transportation charges prepaid, and which is found by Anemos to be defective under the terms of this warranty.

This warranty does not apply to any damage resulting from accident, misuse or abuse; furthermore, this warranty is void in the event any unauthorized person alters or repairs the goods.

The warranty stated herein is in lieu of all other obligations or liabilities on the part of the Anemos, and Anemos neither assumes nor authorizes any other person to assume for it any other liability. Customer expressly waives any right, claim or cause of action that might otherwise arise out of the purchase and use of Anemos'

goods and services. IN NO EVENT SHALL ANEMOS BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) OF ANY NATURE (INCLUDING, WITHOUT LIMITATION, ANY LOSS OR DAMAGE RESULTING FROM DEFECTS IN THE GOODS OR SERVICES, BUSINESS INTERRUPTION OR OTHERWISE) WITH RESPECT TO ANY GOODS SOLD OR DELIVERED, OR ANY SERVICE RENDERED.

5. NOTICE OF CLAIM

Immediately upon receipt, Customer shall inspect goods for any defects. All claims for defects discoverable upon inspection must be made in writing within fifteen (15) days after Customer learns of the facts upon which claim is based, but in no event later than thirty (30) days after Customer's receipt of goods.

6. FORCE MAJEURE

Anemos shall not be liable for any loss, cost, expense or damage if the fulfilment by Anemos of any order or any other obligation to Customer is delayed or prevented due to any cause beyond Anemos' reasonable control including but not limited to compliance with any Government law or regulation, acts of God, acts of civil or military authority, judicial action, labour disputes, failure or delays in transportation, embargoes, wars, riots, production or engineering delays, or inability of Anemos or its vendors to secure adequate materials, manufacturing facilities or labour. In the event of any delay due to such causes or other difficulties, whether or not similar in nature to any of those enumerated, the delivery dates shall be extended for a period equal to the extent of the delay so incurred.

7. TAXES

Prices quoted are exclusive of any sales, use, and excise, ad valorem or other like taxes, and customs duties, licenses and permits, applicable to the sale, use or delivery of materials or services. In the event that any such tax or duty is payable, the amount thereof may be added by Anemos to the price, and in all cases shall be paid by Customer.

8. PROPERTY RIGHTS

Anemos retains ownership of its models, patterns, dies, molds, jigs, fixtures, tools, software and hardware made for furnishing any goods to Customer and retains ownership of its proprietary data (including without limitation, design engineering, software programs and technical information—whether or not patentable—and trade secret information, such as secrets contained in manufacturing methods or processes, treatment and chemical compositions, and plant layout and tooling). Customer shall not use any such proprietary data obtained by Customer, nor shall Customer disclose such proprietary data to any third party without the previous written approval of an authorized officer of Anemos.

9. DEFAULT

Anemos shall have the right to stop work at any time and to withhold deliveries of any goods ordered (including any portion of an order) if any payment due to Anemos from Customer shall not be paid in full when due. If Anemos shall invoke the foregoing right, the full purchase price for all goods completed, whether or not shipped, shall become due and payable, and Customer shall pay to Anemos a reasonable charge for any goods and work in process.

10. TERMINATION

After acceptance or acknowledgment by Anemos of any order, such order nor any part of such order may not be terminated (unless due to Anemos' default) by Customer without the written consent of Anemos signed by a duly authorized officer of Anemos. If Customer terminates any order or any part of any order, as permitted hereunder, Customer shall pay to Anemos the purchase price for all goods completed, whether or not shipped, and Customer shall pay to Anemos a reasonable charge for any goods and work in process.

11. GOVERNING LAW

All the matters related to the sales of Anemos to Customer shall be governed by and interpreted in accordance with Law of England and the parties submit to the exclusive jurisdiction of the Courts in London.

12. ASSIGNMENT

No assignment of any order by Customer shall be valid without Anemos' prior written consent.

13. AMENDMENTS

No provision in any order or any other writing (except a writing signed by a duly authorized officer of Anemos) shall in any way increase Anemos' obligations or decrease Anemos' rights in connection with any sale by Anemos to Customer.

14. CANCELLATION CHARGES

Anemos reserves the right to assess a cancellation fee in the event of a cancellation at the customer's request after the beginning of the manufacturing process.

ANEMOS Technology Ltd.

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