

General Terms and Conditions of Sale

All purchase orders placed with OLP Robotics Pty Ltd (hereafter OLPR), ABN No 87 164 484 048 are subject to the following Terms and Conditions.

1 GENERAL

- i. Terms stated in the final offer as agreed with the Purchaser take precedence over these standard terms and conditions.
- ii. The purchase order issued by the Purchaser must reference the OLPR offer number, including any agreed variations noted on the order.
- iii. Any additional items required and not itemised in the offer are not included in the scope of supply and are subject to prompt revision and resubmission of the offer.
- iv. Technical specifications as stated in the offer are subject to change based on equipment availability.
- v. Terms inconsistent with, or in addition to, those stated herein, which may appear on Purchaser's formal order will not be binding on OLPR unless accepted in writing by OLPR, and OLPR's failure to object to any such terms shall not constitute acceptance of Purchaser's inconsistent or additional terms, and shall not constitute a waiver of OLPR's terms.
- vi. The Purchaser shall not assign its rights or delegate its duties under this contract with OLPR, without the prior written consent of OLPR.
- vii. Typographical errors are subject to correction by OLPR.

2 TERMS OF PAYMENT

- i. OLPR payment terms are by progress payments based on a percentage of the total value stated in the offer. Timing of payments varies depending on the nature of the project. Typical payment terms are as follows:

Project Type	Payment Schedule
Software subscription fees, training	100% payment upon placement of PO
Small consultation jobs	100% payment upon delivery of report
Application studies, equipment purchase	50% payment upon placement of PO 50% payment upon delivery of report/equipment
Project management, long term consultations	60% payment upon placement of PO 35% milestone payments invoiced monthly 5% payment upon delivery/commissioning

OLPR reserves the right to request payment in advance.

- ii. Invoices will be issued at key milestones and payment must be made within 7 days of issue.
- iii. Late payments are subject to additional interest after 30 days at the rate of 7.5%.
- iv. Where activities exceed the standard invoice period of 7 days, or the project is delayed, OLPR reserves the right to present progressive invoices for work completed at the end of each 30 day period until the job including any approved variation is complete.

- v. Despite any other clause of the contract, ownership of the Equipment shall pass from OLPR to the Purchaser on upon, and not before, full and final payment is made by the Purchaser to OLPR for the whole of the Equipment.
- vi. For consultation and training standard rates, please refer to OLPR Schedule of Rates document.
- vii. Offers are valid for a period of 30 days from date of issue unless otherwise noted, whereafter OLPR reserves the right to review and confirm validity.
- viii. Unless otherwise stated, all prices quoted are GST exclusive.

3 PRICE/PERFORMANCE

All pricing and equipment performance figures quoted herein are based on information and product samples available to us at time of quotation. The terms and pricing of this quotation are not subject to modification or change unless approved in writing by OLPR.

In the event OLPR quoted prices are subject to variation beyond OLPR's control (ie. travel changes, sub-vendors, etc.) and where the client has been notified before proceeding, and costs validated with sub-vendor invoices, OLPR will invoice cost plus 10% accordingly or as outlined in OLPR based rates.

Any change in equipment specifications, terms, or physical characteristics of product before or during fabrication of the equipment quoted may result in additional charges. Price quoted excludes any taxes, if applicable.

Capacity and performance statements contained in offers or proposals are reasonable expectations based upon known data, and no performance guarantee exists unless expressly specified as a guarantee.

4 CANCELLATION AND RETURNS

In the event Purchaser cancels this contract, or any portion thereof, Purchaser shall pay to OLPR an amount equal to the sum of all direct material costs (including restock charges), all direct labour and related burden costs, along with a proportionate level of profit on all such costs associated with this contract unless expressly provided otherwise. The minimum cancellation fee due to OLPR is an amount equal to thirty percent (30%) of the contract price at the time of cancellation. The minimum cancellation fee is effective thirty (30) days after receipt of authorization to proceed.

All cancelled orders are subject to cancellation charges for all expenses incurred and commitments made by OLP Robotics Pty Ltd. The cancellation charges on completed items and work will be 100%.

Goods may not be returned except with the written permission of OLPR. Returned goods will be subject to a handling charge and transportation costs +15%.

RobotWorks: RobotWorks is a software product delivered via electronic transfer. No refunds will be given.

5 INTELLECTUAL PROPERTY

The information contained in offers, reports and studies is confidential to OLPR and may also be the subject of legal professional privilege. The information in such documents is for use by the intended recipient only.

Any documentation or knowledge produced/developed by OLP Robotics, including but not limited to designs, drawings, programs and reports, remains the property of OLP Robotics and may not be shared with any third party without the written consent of OLP Robotics.

Drawings supplied by OLPR are limited to general arrangement drawings and 3D models. Workshop and detail drawings are proprietary information and are not supplied to the Purchaser.

Patents & Copyrights: Purchaser assumes liability for and indemnifies OLPR against any cost, liability damage, or expense relating to patent or copyright infringement when goods are delivered or services rendered to Purchaser's specifications.

6 ROBOTWORKS SOFTWARE DELIVERY

A Purchase Order must be received for the full quoted amount plus taxes. The customer will be issued with a Tax Invoice immediately. The RobotWorks software will be delivered to the customer and the customer will receive a 30 day temporary RobotWorks license. Once full payment is received at OLPR, a permanent RobotWorks license will be delivered to the customer. If payment is not received, the temporary license will expire and the RobotWorks installation will cease to function.

RobotWorks Criteria: RobotWorks is supported for Windows operating systems ONLY. RobotWorks is supported for users having a legally licensed copy of SolidWorks ONLY.

7 DESIGN ACCEPTANCE AND SCOPE VARIATION

OLPR's quoted price allows for minor design changes to submitted drawings. Once drawings have been reviewed and marked up or altered, they are to be stamped "APPROVED AS NOTED". Final certified drawings will then be issued. Any further changes to certified drawings will then be charged to the Purchaser at an hourly rate plus incurred costs and may affect the delivery period.

Any variations to project details, including but not limited to scope, design, project team, etc, must be documented via a Contract Variation and may be subject to additional charges if there is a resulting cost variation, additional hours or delays caused by the Purchaser.

Force Majeure: OLPR shall not be held liable for delays in provision of goods and services caused by Force Majeure circumstances. Force Majeure circumstances are considered to be acts of nature, strikes, accidents, fires, availability of materials, breakage or loss during transport and any other event beyond OLPR's control.

In the event of a delay due to Force Majeure circumstances, OLPR would be entitled to an extension of time for delivery of the goods and services without penalty of any kind.

8 TESTING AND COMMISSIONING

Test Parts: A certified part print and production grade samples of each part to be tested will be required for system debug and acceptance testing. Our quoted price and shipment schedule are based on receipt of customer furnished samples in the specified quantities. Quantities and furnish date to be determined by the OLPR Project Engineer in respect to the acceptance date. Later receipt of test parts may result in delayed system shipment and/or additional charges. Samples should be forwarded freight prepaid. When this quotation specifies material to be furnished by the Purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable statistical quality to facilitate efficient production. OLPR is not

responsible for risk of loss or damage to any materials supplied to OLPR by Purchaser, whether such loss or damage occurs in or outside the course of normal manufacturing processes.

Acceptance: The quoted price is based on acceptance of the equipment on our floor. Performance of the equipment will be measured on the results obtained with the samples available during system debug and acceptance test. We will notify you when testing is scheduled so that you may witness our tests.

Interface with Buyer's Equipment: It is the responsibility of the buyer to provide for any necessary design, engineering, setup, test and debug of the interface between OLPR's and Buyer's equipment unless such interface is specifically described and included as part of OLPR's equipment proposal. If such interface is purchased, it remains the responsibility of the buyer to provide for the proper setup, operation, and maintenance of Buyer's equipment during accomplishment of the interface at OLPR's plant and/or during final installation of the equipment at Buyer's plant. All Buyer's equipment furnished to OLPR for such interface shall be provided at no cost to OLPR, and OLPR shall not be liable for any damages or costs incurred by Buyer in connection with the furnishing of such equipment unless such damages or costs are due to the negligence of OLPR.

Interface/Start-up Service: It is the responsibility of the Buyer to make the final installation of the equipment in the Buyer's plant. If interface/start-up service is purchased, the equipment should be set in place, levelled and properly aligned with any other interconnecting equipment, and all basic mechanical, electrical, and fluid power connections should be made prior to the arrival of OLPR interface/start-up assistance and guidance in completion of the final interface/start-up. Delays such as lack of sample parts or product, interconnecting equipment or plant service problems, operators or mechanics not in attendance, or any other problems not within our control are the responsibility of the Buyer. Any additional service time required by such delays, or service requested after start-up period for which OLPR is not responsible, will be the responsibility of the Buyer. On this basis, OLPR will supply service personnel at the rates shown in our current schedule of rates.

9 MAINTENANCE AND SUPPORT

Following installation and commissioning, OLPR will provide up to 5 hours of troubleshooting support (including travel time if required). The purpose of this is to assist operators who may be inexperienced in the use of automated equipment to overcome obstacles and gain confidence. Support will be delivered via phone/email in the first instance, or a site visit if the issue cannot be resolved by these means. Any extra time required for support will be charged according to the OLPR Standard Schedule of Rates.

Beyond this generic support period, OLPR will provide technical maintenance and support as required on an hourly basis according to the OLPR Schedule of Rates. This covers activities such as battery replacement, re-programming, modifications to design, etc.

10 EQUIPMENT WARRANTY AND DEFECTS LIABILITY

OLPR warrants that all new equipment/products manufactured by OLPR and sold hereunder are free from defects in material and workmanship for a period of twelve (12) months from commissioning, or eighteen months from Practical Completion, whichever occurs first. The liability of OLPR under this express warranty is limited to replacement or repair of the defective product, at OLPR's sole option, provided OLPR is given prompt notice of such defect. The warranty on components not manufactured by OLPR, but part of a system, is limited to the warranty provided by the original manufacturer of said components to the extent, and only

the extent, that such original manufacturer actually honours such warranty. The foregoing shall constitute the exclusive remedy of the Purchaser or anyone purchasing from the Purchaser, directly or indirectly.

In no event shall OLPR be liable for any damages whatsoever, including, but not limited to, consequential damages resulting from defective products.

This warranty shall not apply to any equipment which has been repaired or altered in any way without OLPR's expressed written agreement, nor which has been subject to misuse, negligence or accident.

Where, in writing, a claim arises under this warranty, the liability of OLPR shall include the replacement or repair of any defect to the original delivery point, provided that if such a claim arises by virtue of a design fault, OLPR may redesign, alter or amend the equipment supplied under this quotation. OLPR is not obligated to accept any charges for removing or reinstalling the defective part. The Purchaser shall be required to ship such defective item, freight prepaid, to an address directed by OLPR.

The notification by a Purchaser of any alleged defect shall give no right implied or otherwise to withhold or make any deduction from payments due to DMS.

It is a condition of this warranty that mechanical pre-commissioning checks are conducted/witnessed by an OLPR representative prior to the equipment being placed into operation.

RobotWorks Warranty: There is no warranty for the RobotWorks software product.

11 SUBCONTRACTORS

OLPR reserves the right to select suitably qualified subcontractors for the provision of any component of a contract.

12 ARBITRATION

Any dispute arising in connection with a tender or ongoing project, which cannot be settled amicably by the parties, shall be referred to and settled by arbitration. Arbitration shall be conducted by an arbitrator appointed by the president of the Australian Institute of Arbitrators Western Australia.