

EVOLITO Terms and Conditions of Sale

1. DEFINITIONS

- 1.1. **EVOLITO** means EVOLITO LTD and successors and/or permitted assigns.
- 1.2. The **Purchaser** means the entity to whom the Product is supplied subject to these Conditions and whose order is accepted by EVOLITO.
- 1.3. In these Conditions (and any appendices or attachments hereto) the following words and phrases shall, unless the context otherwise requires, have the following meanings:

Acknowledgement of Order means the form of communication sent by EVOLITO to the Purchaser confirming an order of the Product in accordance with these Conditions and the relevant quotation;

Conditions means these terms and conditions;

Confidential Information means all communications and all information whether written, visual or oral and all other materials of a confidential or proprietary nature (including trade secrets and information of commercial value) supplied by either Party to the other;

Deliver/Delivery means ex works at the Premises (INCOTERMS 2020);

Electric Motor means an axial flux electric motor and accessories manufactured and/or supplied by EVOLITO as set out in the Specification.

Motor Controller means the suitable motor controller (hardware and software) manufactured by a third party to be supplied under these terms and conditions, as set out in the Specification;

Intellectual Property Rights means all patents, copyrights, design rights, trademarks, service marks, trade secrets, know-how, database rights, intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world;

Party/Parties means EVOLITO and/or the Purchaser;

Premises means Unit 3 Charles Shouler Way, Wendlebury Road, Bicester, OX25 2PA, United Kingdom or such other location as notified to the Purchaser;

Product means an Electric Motor and/or Motor Controller to be supplied under these Conditions as set out in the Specification;

Specification means EVOLITO LTD's standard specification of the Electric Motor and/or, in the case of the Motor Controller, the manufacturer's standard specification of the Motor Controller;

Territory means worldwide;

User Manual means the material to be provided to enable the Purchaser to use the Product;

Working Day means any day (other than a Saturday or a Sunday) when clearing banks are open for business for the transaction of normal banking business but excluding days on which EVOLITO's Premises are closed for business.

2. GENERAL

- 2.1. All quotations and offers are made and all orders are accepted by EVOLITO subject to these Conditions and, except as otherwise provided herein, all other terms, conditions or warranties are excluded from any contract between EVOLITO and the Purchaser including any terms and conditions which may purport to apply under any order or similar document. All orders for the Product shall be deemed to be an offer for the Purchaser to purchase the Product pursuant to these Conditions and the quotation provided by EVOLITO referenced in such order. Acceptance or Delivery of the Product shall be deemed conclusive evidence of the Purchaser's acceptance of these Conditions.
- 2.2. Any written quotation or estimate provided by EVOLITO shall constitute an invitation to treat and no binding contract shall be created by the placing of an order by the Purchaser unless and until EVOLITO has sent an Acknowledgement of Order form to the Purchaser.
- 2.3. No particulars contained in any advertising matter, catalogues web site, publications and/or any other information supplied by EVOLITO or the manufacturer of the Motor Controller, nor any verbal representation by any employee or agent of EVOLITO shall be part of these Conditions nor shall they be treated as constituting a representation on the part of EVOLITO. The Purchaser acknowledges that there are no representations outside these Conditions which have induced it to enter into these Conditions.
- 2.4. No alterations or modifications to these Conditions shall be binding on EVOLITO unless expressly accepted in writing by EVOLITO.

3. SPECIFICATION, FITNESS FOR PURPOSE AND AIRBORNE USE

- 3.1. Each Product supplied to the Purchaser under these Conditions shall conform in all material respects to the Specification unless otherwise stated in the Acknowledgement of Order.
- 3.2. The responsibility for ensuring that the Product is sufficient and suitable for a particular purpose, including without limitation in or with aircraft, aeroplanes, helicopters or other multi-purpose vehicles or objects designed for or capable of flight or maintaining their position whilst not fixed to the ground ("**Airborne Use**"), is the Purchaser's. Any advice or recommendation given by an employee of EVOLITO which is not confirmed in writing by a director of EVOLITO is acted on entirely at the Purchaser's risk and the Company shall not be liable for any such advice or recommendation which is not so confirmed. Except as set out in Clause 11, the liability of the Company to the Purchaser, should any warranty, statement, advice or recommendation confirmed in accordance with this Clause 3.2 prove to be incorrect, inaccurate or misleading, will be limited to the refund of the price paid for the Products or, at EVOLITO's option, the repair of the Products or the supply of replacement Products which are sufficient and suitable.
- 3.3. The Purchaser must not use the Products, or sell the Products for use in any spacecraft or in any military missile.
- 3.4. The Purchaser acknowledges that EVOLITO provides no warranty, representation, undertaking or other term that the Products are or could be suitable for any particular use including Airborne Use.
- 3.5. If the Purchaser wishes to use, operate or apply the Products for Airborne Use or with a view to testing their suitability for Airborne Use or military use, the Purchaser acknowledges that it does so at its sole risk and responsibility and Purchaser shall:
 - 3.5.1. be solely responsible for compliance with all laws, regulatory requirements, mandatory standards and codes of practice of any competent authority for the time being in force (including those pertaining to product safety, product liability, and health and safety) applicable to Airborne Use and/or military use ("**Applicable Law**");
 - 3.5.2. identify, obtain and maintain all relevant approvals, authorisations, certifications, consents and licences and permits as may be required by Applicable Law and shall promptly provide copies of the same to EVOLITO; and
 - 3.5.3. not allow the Product to be exported from the country of delivery without EVOLITO's prior written consent.
- 3.6. The Purchaser acknowledges and agrees that EVOLITO and its auditors have the right, on reasonable prior notice, to inspect and audit the Purchaser's books, records and related information (including those held in electronic form), and its facilities, operations, procedures and controls, and the Purchaser agrees to provide reasonable access, during its normal working hours and subject to its reasonable security procedures, to the Purchaser's premises, systems and personnel and to provide all reasonable co-operation (including the provision of requested information and the necessary facilities to take copies of documents) for the purposes of inspecting and auditing Purchaser's compliance with Clause 3.5.
- 3.7. EVOLITO may, at its option and absolute discretion, purchase back the Products from the Purchaser at any time if it reasonably deems Purchaser is or is likely to be in breach of Clause 3.5. If EVOLITO exercises its right in accordance with this clause, the price of purchasing the Products back from the Purchaser shall be the original price paid by Purchaser to EVOLITO ("**Original Price**") less a reasonable amount in respect of economic use, fair wear and tear not exceeding 50% of the Original Price.
- 3.8. The Purchaser shall fully indemnify and hold harmless EVOLITO on demand from and against all actions, claims, losses, costs, damages and expenses whatsoever arising out of or in connection with Purchaser's breach of or failure to comply with Clause 3.5 and/or 3.6.
- 3.9. Without prejudice to the Purchaser's obligations and liabilities under these Conditions, the Purchaser shall effect and maintain in force, with reputable and substantial insurers, such policies of insurance as are sufficient for a business of the Purchaser's type to cover all potential liability of the Purchaser under these Conditions. The Purchaser shall, on EVOLITO's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of such insurance.

4. INTELLECTUAL PROPERTY

- 4.1. The Purchaser acknowledges that all Intellectual Property Rights in the Electric Motor and/or any documentation relating thereto (together with any enhancements, modifications, derivatives and/or any other amendments thereto) shall remain vested in EVOLITO and/or its licensors. The Purchaser shall have no rights in respect of any Intellectual Property Rights belonging to EVOLITO (or its licensors) nor any goodwill associated therein.
- 4.2. The Purchaser acknowledges that the Motor Controller may be subject to the Intellectual Property Rights of third parties. No right or licence is granted to the Purchaser, except the right to use the Motor Controller(s) in the Purchaser's ordinary course of business. EVOLITO shall have no liability whatsoever in the event of any claim of infringement of any such rights howsoever arising. In particular, without limiting the above, title in any software program forming any part of the Motor Controller is reserved to its manufacturer. The Purchaser is responsible for informing itself of the terms of its licence or use and paying any royalty payable.
- 4.3. The Purchaser shall not copy, reverse engineer, dismantle, modify, or enhance the Product.

5. INDEMNITY

- 5.1. The Purchaser shall be liable for and shall indemnify EVOLITO in full against any claim or proceedings, expense, fees (including legal fees), liability and/or other losses whether arising directly or indirectly where the Purchaser is in breach of these Conditions so as to constitute an infringement of any Intellectual Property Rights belonging to EVOLITO or its suppliers.
- 5.2. In the event that the Purchaser becomes party to any claim or action that the normal use or possession of the Products within the Territory infringes the Intellectual Property Rights of a third party (“IPR Claim”), EVOLITO shall be entitled at its own expense and option either to:
 - 5.2.1. procure the right for Purchaser to continue to use or sell the Product; or
 - 5.2.2. modify the Product (without materially detracting from its functionality) so as to avoid the IPR Claim; or
 - 5.2.3. replace the Product with non-infringing substitutes provided that such substitutes do not entail a material reduction in functionality.
 - 5.2.4. If EVOLITO in its reasonable judgement is not able to exercise any of the options set out in Clause 5.2 above then Purchaser shall return the Product(s) which are the subject of the IPR Claim and EVOLITO shall refund the Price paid in respect of such Product(s). This Clause 5.2 states EVOLITO's entire liability and Purchaser's sole remedy with regard to an IPR Claim.

6. PRICE

- 6.1. Except as otherwise agreed, the quoted price for the Product is exclusive of any Value Added Tax or other applicable sales tax, levy or duty required by law. For the avoidance of doubt, the Purchaser shall pay all charges, duties and/or other taxes required by law and/or which are assessed against the Product in any relevant jurisdictions.
- 6.2. Except as otherwise agreed, the price for the Product shall be EVOLITO 's price for the Product at the date of EVOLITO 's Acknowledgement of Order or, in the event of EVOLITO requiring payment before Delivery of the Product, the date upon which such payment is requested.
- 6.3. EVOLITO reserves the right to increase the price of any Product, on written notice to the Purchaser, to reflect any additional costs and expenses to EVOLITO in manufacturing, assembling or delivering the Product. Such price increase shall only apply to orders received after the date on which EVOLITO provides the Purchaser with such written notice pursuant to this Clause 6.3.

7. PAYMENT

- 7.1. Payment for the Product and any other amount payable by the Purchaser shall be in pounds sterling (or such other currency as EVOLITO shall direct in its sole discretion) and an amount between 50% and 100% of the total amount payable as agreed with EVOLITO shall be due from the Purchaser in advance of Delivery. Payment for other support or services will be phased in accordance with milestones in a written agreement with the Purchaser. Interest on unpaid invoices will run from day to day at the rate of 4% per annum above the base rate of the Bank of England from the date when payment for the Product is due until the date of payment in full by the Purchaser and shall accrue after as well as before any judgement. The Purchaser shall reimburse EVOLITO all costs and expenses (including legal costs) incurred in the collection of any overdue payments.
- 7.2. No payment shall be deemed to have been received until EVOLITO has received cleared funds.
- 7.3. Payment of all sums provided for under these Conditions shall be made in full and free from any deductions, rights of settlement, counterclaims or liens.
- 7.4. The Purchaser shall if requested by EVOLITO secure payment by way of a confirmed stand-by letter of credit within 30 days of the date of the Purchaser's order or of EVOLITO's written request (whichever shall be the later). If the Purchaser fails to open the stand-by letter of credit by such date EVOLITO shall be entitled to terminate the Purchaser's order forthwith without liability or EVOLITO may be entitled to claim interest in accordance with Clause 7.1 above.

8. RESERVATION OF TITLE AND RISK

- 8.1. The risk in the Product shall remain with EVOLITO until Delivery or payment for the Product by the Purchaser in full, whichever is the earlier, at which time the risk in the Product shall be transferred to the Purchaser.
- 8.2. Title to the Product shall only pass to the Purchaser upon the happening of any one of the following events: -
 - 8.2.1. the Purchaser having paid to EVOLITO all sums (including any default interest and/or any applicable taxes) due from it to EVOLITO under these Conditions and all other contracts made at any time between EVOLITO and the Purchaser whether or not the same are immediately payable; or
 - 8.2.2. EVOLITO serving notice in writing specifying that the title in the Product has passed.
- 8.3. EVOLITO may recover any Product in respect of which title has not passed to the Purchaser if the Purchaser, being a company, does anything or fails to do anything which could entitle a creditor to appoint a receiver to take possession of any of the Purchaser's assets; or which would entitle any person (including the Purchaser itself) to present a valid petition for winding up the Purchaser or to propose an application for administration of or voluntary arrangements in relation to the Purchaser under the Insolvency Act 1986; or if a resolution is passed for the winding up of the Purchaser

(otherwise than for the purpose of amalgamation or reconstruction while solvent); or if the Purchaser ceases or threatens to carry on business by reason of insolvency or approaching insolvency; or otherwise if anything analogous under the law of any jurisdiction occurs to the Purchaser; or if distress or execution is levied against the Purchaser's assets; or if a judgement against the Purchaser remains unsatisfied for more than seven days or if the Purchaser fails to pay its debts as and when they fall due.

- 8.4. Until title to the Product has passed to the Purchaser under these Conditions it shall possess the Product as fiduciary agent and Bailee of EVOLITO. If EVOLITO so requires, the Purchaser shall store the Product separately from other goods and shall ensure that they are clearly identifiable as belonging to EVOLITO. During such time as the Purchaser possesses any Product with EVOLITO's consent, the Purchaser may in the normal course of its business use, sell or hire the goods as principal and without committing EVOLITO for any liability to the person dealing with the Purchaser.
- 8.5. The Purchaser irrevocably licenses EVOLITO, its officers, employees and agents to enter upon any premises of the Purchaser, with or without vehicles for the purpose either of satisfying itself that Clause 8.4 above is being complied with by the Purchaser or of recovering any Product in respect of which title has not passed to the Purchaser.

9. DELIVERY

- 9.1. Unless agreed otherwise, Delivery of the Product shall be deemed to take place when EVOLITO notifies the Purchaser that the Product is available for collection from the Premises and the Purchaser shall arrange for collection of the Products within five Working Days of receipt of such notice.
- 9.2. If five Working Days after notification pursuant to Clause 9.1, the Purchaser refuses and/or fails to collect any Product(s), EVOLITO shall be entitled to arrange storage of the Product(s) either at the Premises or elsewhere on the Purchaser's behalf and at the Purchaser's risk and expense.
- 9.3. Any dates specified by EVOLITO for delivery of the Products are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery will be within a reasonable time.
- 9.4. EVOLITO shall not be liable in any way for any direct or indirect loss, damage or expense (including without limitation loss of any profits, loss of business or turnover, or consequential loss and all liability to third parties) suffered or incurred by the Purchaser as a consequence of any delay in any Delivery.
- 9.5. EVOLITO shall be entitled to deliver instalments in any sequence. No default or failure by EVOLITO to deliver one or more instalments shall entitle the Purchaser to repudiate these Conditions to which the instalments relates and/or to claim damages in respect thereof. Each instalment shall be a separate contract provided that Delivery for instalments may be withheld until the price for the Product comprised in earlier instalments has been fully paid.
- 9.6. The Purchaser shall notify EVOLITO that the Product is accepted in accordance with the Specification within ten Working Days of Delivery. If the Purchaser has not notified EVOLITO in accordance with this Clause 9.6 then acceptance of the Product shall be deemed to have occurred.
- 9.7. The Purchaser shall comply with all export control laws and regulations applicable in the Territory and shall not export the Products or any part thereof or any technical data without obtaining all of the applicable licences, authorisations and regulatory approvals. The Purchaser shall be solely responsible at its cost for obtaining such licences and authorisations and shall indemnify EVOLITO for any costs, damages or expenses which EVOLITO incurs as a result of the Purchaser's failure to obtain the relevant licences and approvals.
- 9.8. The quantity of any consignment of Products as recorded by EVOLITO at Delivery shall be conclusive evidence of the quantity received by the Purchaser unless the Purchaser can provide conclusive evidence proving the contrary.

10. WARRANTY

- 10.1. Subject to the provisions of this Clause 10, EVOLITO hereby warrants to the Purchaser that the Electric Motor shall be free from any material defects in materials and workmanship for a period of 12 months from the date of manufacture. In respect of the Motor Controller, EVOLITO will endeavour to transfer to the Purchaser the benefit of any warranty or guarantee given by the manufacturer of the Motor Controller.
- 10.2. If EVOLITO receives written notice from the Purchaser of any breach by EVOLITO of the warranty contained in Clause 10.1 EVOLITO shall, at its own expense and as soon as it is reasonably able, investigate that breach following receipt of such notice.
- 10.3. Subject to Clauses 10.4 and 10.5, in the event of any breach by EVOLITO of the warranties specified in Clause 10.1 of these Conditions then the Purchaser's sole and exclusive remedy and EVOLITO 's entire liability will be for EVOLITO to use its commercially reasonable endeavours to, at EVOLITO 's discretion, repair and/or replace the Product in question or in the case of services, re-perform the services at its own cost. Save that if the Purchaser seeks repair or replacement of Products under this Clause 10.3 but EVOLITO or the manufacturer of the Motor Controller no longer manufactures that Product, EVOLITO shall be entitled to (at its discretion) replace the Products with products of an equivalent standard and quality or refund the Price paid for that Product(s).
- 10.4. EVOLITO shall be under no liability in respect of a defect arising from:
 - 10.4.1.interference, tampering or work performed on the Product;

- 10.4.2. misuse, wilful damage, abnormal working conditions, failure to follow EVOLITO's or the manufacturer of the Motor Controller's instructions (whether oral or in writing) or negligence;
- 10.4.3. accidental damage or any other damage not consistent with fair wear and tear;
- 10.5. EVOLITO shall not be liable for a breach of the warranties set out in Clause 10.1 unless:
 - 10.5.1. the Purchaser gives notice of the breach to EVOLITO within 7 Working Days of the time when the Purchaser discovers or ought to have discovered the breach; and
 - 10.5.2. EVOLITO is given a reasonable opportunity after receiving the notice of examining such Products and the Purchaser (if asked to do so under EVOLITO Returned Materials Authorisation process) returns such Products to EVOLITO's place of business for the examination to take place there.
- 10.6. The warranty set forth in this Clause 10 is expressly subject to Clause 12 (Limitation of Use and Liability).

11. LIMITATION OF USE AND WARRANTY

- 11.1. The Purchaser accepts that the Motor(s) is a first off production product and it is the responsibility of the Purchaser to prove fitness for purpose in their application and no guarantee of reliability and operating life can be given. Unless notified otherwise and save for the warranty provision of Clause 10, any commercial-off-the-shelf components supplied with the Electric Motor will be provided with standard manufacturer's warranty.
- 11.2. The limited warranty set forth in clause 10 shall be in lieu of, and EVOLITO specifically disclaims, any other warranty, express or implied, including any implied warranty of satisfactory quality or fitness for a particular purpose. The foregoing limited warranty is personal to the Purchaser and any sale or other transfer of Electric Motors by Purchaser shall void such limited warranty. The Purchaser shall be entitled to rely on the accuracy, sufficiency and completeness of information provided by EVOLITO.
- 11.3. Except as expressly stated in these Conditions all warranties, terms and conditions, whether oral or written, express or implied by statute, common law, or otherwise (including but not limited to any warranties, terms and conditions of fitness for purpose, description or quality) are hereby excluded to the fullest extent permitted by law.

12. LIMITATION OF LIABILITY

- 12.1. EVOLITO does not exclude its liability to the Purchaser:
 - 12.1.1. for death or personal injury caused by the negligence of EVOLITO, its employees, agents or sub-contractors;
 - 12.1.2. under part 1 of the Consumer Protection Act 1987;
 - 12.1.3. due to any breach by EVOLITO of conditions as to title or warranty as to quiet possession; or
 - 12.1.4. for fraud (including without limit fraudulent misrepresentation);
- 12.2. The liability of EVOLITO in respect of direct physical loss or damage to the Purchaser's tangible property (excluding the Products) caused by the negligence of EVOLITO or its employees, agents or sub-contractors shall not exceed in aggregate one million pounds sterling (£1,000,000).
- 12.3. Except as stated in Clauses 12.1 and 12.2 above, EVOLITO's maximum aggregate liability for all claims made under these Conditions, howsoever arising, including (without limitation) due to negligence, breach of contract, misrepresentation (excluding fraudulent misrepresentation) or for any other reason, shall not exceed the lesser of: one million pounds sterling (£1,000,000); or an aggregate sum equal to 120% of the total Price paid and payable by the Purchaser to EVOLITO in respect of Products purchased by the Purchaser during the 12 month period in which the liability arose.
- 12.4. Subject to Clause 12.1 and whether or not EVOLITO has been advised of the possibility of such loss or damage EVOLITO shall not be liable to the Purchaser, whether such losses or damages arise due to negligence, breach of contract, misrepresentation (excluding fraudulent misrepresentation) or for any other reason, in respect of the following whether direct or indirect:
 - a. loss of profits;
 - b. loss of anticipated savings;
 - c. loss of revenue;
 - d. loss of business; and/or
 - e. any type of indirect loss or damage howsoever caused.
- 12.5. The Purchaser acknowledges that the Product price is based on the assumption that the liability of EVOLITO and the Purchaser is as set out herein. The Purchaser is advised to insure against any risk not accepted by EVOLITO.

13. CONFIDENTIALITY

- 13.1. Each of EVOLITO and the Purchaser shall at all times:
 - 13.1.1. use its best endeavours to keep all Confidential Information confidential and accordingly, not disclose any Confidential Information to any other person; and
 - 13.1.2. not use any Confidential Information for any purpose other than the performance of its obligations under these

Conditions.

- 13.2. Confidential Information may be disclosed by either Party (the 'receiving party') to any third party:
 - 13.2.1. to the extent required by law; or
 - 13.2.2. where it is public knowledge at the date of disclosure, becomes public knowledge after the date of disclosure through no fault of the receiving Party, or can be shown by the receiving party to have been known prior to such disclosure.
- 13.3. The Purchaser acknowledges that the Products contain the proprietary, confidential and trade secret information of EVOLITO.
- 13.4. Each party shall only divulge Confidential Information of the other to those of its employees, agents or sub-contractors who are directly involved in the performance of these Conditions and shall take all reasonable precautions to ensure that such employees, agents of sub-contractors are aware of and comply with these obligations as to confidentiality.
- 13.5. The provisions of this Clause 13 shall remain in full force and effect following expiry or termination of the Contract.

14. TERMINATION AND CANCELLATION

- 14.1. EVOLITO shall be entitled to forthwith terminate any order placed by the Purchaser by written notice if the Purchaser fails to pay any invoice, or in advance if requested, in accordance with these Conditions, or the Purchaser commits any continuing or material breach of these Conditions; or makes any composition with its creditors; or suffers any distress or execution to be levied upon its assets; or is wound up either compulsorily or voluntarily; or suffers a receiver of any of its assets to be appointed; or ceases or threatens to cease carrying on business; or otherwise fails to pay its debts as and when they fall due.
- 14.2. If the Purchaser purports to cancel any order or any part thereof or refuses to accept Delivery then without prejudice to any other rights or claims which EVOLITO may have, the Purchaser shall:
 - 14.2.1. pay to EVOLITO an amount equal to the full cost to EVOLITO of all components, purchased by EVOLITO or which EVOLITO is committed to purchase as at the date of such cancellation and which relate to the relevant order, provided that EVOLITO shall use its reasonable endeavours to mitigate its losses arising from such cancellation by utilising such components wherever possible to meet orders of other purchasers; or
 - 14.2.2. take Delivery of and pay to EVOLITO, the price in accordance with the terms of these Conditions in relation to any Product that is in the process of being delivered to Purchaser at the date of cancellation.

15. FORCE MAJEURE

Except for the payment of the Price by the Purchaser, neither party shall be liable to the other for any delay or non-performance of its obligations under these Conditions arising from any cause or causes beyond its reasonable control including, without limitation, any of the following: act of God, governmental act, delay or failure of any supplier, sub-contractor or carrier, war, act of terror, pandemic, epidemic fire, flood, explosion or civil commotion.

16. MISCELLANEOUS

- 16.1. The Purchaser may not assign, novate, sub-licence, subcontract or in any way dispose of its rights or obligations under these Conditions to any third party without the prior consent of EVOLITO.
- 16.2. Any notice required to be served pursuant to these Conditions shall be served on EVOLITO at the Premises or such other address as EVOLITO may from time to time notify to the Purchaser and on the Purchaser at the address notified to EVOLITO by first class registered post, registered air mail or by e-mail. Any such notice served by post shall be deemed to have been served in the case of a destination in the UK 2 days after the date of despatch and 7 days after the date of despatch to any other destination. In the case of service by email, on the first Business Day in the country of the recipient, when the email is available to be read in the recipient's inbox and proof of sending has been maintained by sender.
- 16.3. Save to the extent permitted by law, these Conditions set forth and shall constitute the entire agreement between the parties and shall supersede any and all previous agreements or understandings between the parties. The parties acknowledge that any supplementary agreements drafted by EVOLITO relating to the Products shall be read in conjunction with these Conditions.
- 16.4. All conditions, warranties or other terms implied by statute, common law or otherwise are hereby excluded to the fullest extent permitted by law. No term of these Conditions is intended to confer a benefit on, or to be enforceable by, any person who is not a party to these Conditions.
- 16.5. Any term of these Conditions which is judged to be void or unenforceable shall to the extent of such invalidity be severable and the continuation in full force and effect of the remainder of the provisions will not be prejudiced.
- 16.6. Failure by EVOLITO at any time to enforce any of these Conditions shall not be construed as a waiver by EVOLITO of such Conditions or any other Conditions and EVOLITO shall be entitled to enforce any such breach at any time.
- 16.7. These Conditions and any contract formed between the Parties pursuant to these Conditions shall be governed and interpreted in accordance with the laws of England and shall be subject to the jurisdiction of the English Courts but

nothing in this Clause shall limit the right of EVOLITO at its sole discretion to bring proceedings in connection with these Conditions, or any such contract in any other court of competent jurisdiction.

- 16.8. Dispute Resolution: The parties agree that they shall attempt to resolve any dispute regarding any right, obligation, duty, or liability arising out of the provisions of this Agreement through informal discussions or negotiations prior to resorting to formal dispute resolution. If, at any time following the commencement of any such discussions or negotiations, either party determines such discussions or negotiations are not likely to result in a reasonable resolution of the dispute, it may send to the other party a written statement of the issues or problems being discussed or negotiated ("Dispute Statement"). If the dispute has not been resolved within sixty (60) days after the mailing of the Dispute Statement, either party shall have the right to serve a written demand for arbitration upon the other and thereby commence binding arbitration in accordance with governing laws.
- 16.9. Nothing in these Conditions is intended to confer any benefit on any third party (whether referred to herein by name, class, description or otherwise) or any right to enforce a term contained in these conditions.
- 16.10. Disposal: Electric Motors sold to Purchaser for test & evaluation purposes that reach the end of their useful life will be disposed of in accordance with formal Purchaser WEE Procedures or, preferably, formally scrapped by Purchaser and returned to EVOLITO in 'as-is' condition for potential investigation and/or disposal in accordance with EVOLITO WEE procedures.

On behalf of:

Name:

Signature:

Position:

Date signed: