

PART 3. TERMS AND CONDITIONS OF SALE (SYSTEM)

1 General

- 1.1 Except as otherwise agreed by FRAMECAD and the Purchaser in writing, the following Conditions shall apply to the sale and purchase of the System(s) under the Sale and Purchase Agreement (each as defined below). The terms and conditions set out in the Sale and Purchase Agreement (as defined below) constitute the sole and entire agreement between FRAMECAD and the Purchaser for the sale and purchase of the applicable Equipment; the provision of the applicable Services; and the licensing of the applicable Software as relates to the Equipment (each as defined below) together constituting the System(s).
- 1.2 Any term or condition in any printed form of the Purchaser, including but not limited to any order, confirmation or other document, which is in any way inconsistent with or in addition to the Sale and Purchase Agreement (or any of its component parts) is hereby expressly rejected, and FRAMECAD's acceptance of any offer or order of the Purchaser is hereby expressly made in reliance on the Purchaser's assent to all terms and conditions of the Sale and Purchase Agreement.

2 Interpretation

- 2.1 In these Conditions the following terms shall have the following meanings:

"Affiliate" means, with respect to any business entity, any other business entity which from time to time Controls, is Controlled by or is under common Control of or with such party.

"Conditions" means these Terms and Conditions of Sale (Systems), comprising part of the Sale and Purchase Agreement.

"Control" means the power and ability to direct, whether directly or indirectly, the management and policies of the controlled enterprise through ownership or control by proxy of voting shares of the controlled enterprise or by contract or otherwise, and the terms "Controls" and "Controlled by" shall have equivalent meanings.

"Equipment" means the equipment described in Section 2 of the Sale and Purchase Agreement.

"FRAMECAD" means the FRAMECAD entity described on the cover page of the Sale and Purchase Agreement or the assignee or successor of such entity, or if no FRAMECAD entity is so described, the term means FRAMECAD Limited or its assignee or successor provided that in all cases, reference to FRAMECAD in this Sale and Purchase Agreement as regards the Software License means FRAMECAD Limited or its assignee or successor.

"FRAMECAD Customer Specification Sign-Off Sheet" means production specification sheet(s) in relation to the Equipment supplied by FRAMECAD.

"Incoterms" means the International Commercial Terms: a series of pre-defined commercial terms published by the International Chamber of Commerce and in force from time to time. The Incoterms rule to apply in the Sale and Purchase Agreement shall be as specified as "Delivery Terms (INCO)" in Section 4 of the Sale and Purchase Agreement on the basis of the anticipated Delivery Mode of Transport for the Equipment also stated in Section 4 of the Sale and Purchase Agreement PROVIDED that if the actual Delivery Mode of Transport as determined by FRAMECAD differs from that in Section 4 of the Sale and Purchase Agreement then FRAMECAD may by notice in writing to the Customer, amend the Incoterms rule to apply in the Sale and Purchase Agreement and/or FRAMECAD may adjust the freight component of the Purchase Price. If the Incoterms rule to apply is not stated anywhere in the Sale and Purchase Agreement the rule to apply shall be CIF (Discharge Port).

"Intellectual Property" means and includes all property rights of all kinds including, without limitation, copyrights, patents, trademarks, licenses, systems, designs, trade secrets, inventions, experimental methods and results, technical data, technical information, concepts, ideas, rights in inventions and processes, confidential information, know-how, trade secrets, business names, logos, product get-up, rights in databases and rights of a similar nature anywhere in the world, together with all applications to register any of the foregoing and includes, without limitation, the Know-How and the FRAMECAD Customer Specification Sign-Off Sheet and other specifications supplied by FRAMECAD.

"Know-How" means information and data which FRAMECAD has determined to be necessary to manufacture the Equipment, provide the Services or develop or use the Software (together comprising the System(s)), whenever disclosed to the Purchaser, which may be modified by FRAMECAD at any time including certain aspects of FRAMECAD's design vault, models and detailed drawings relating to the Equipment, Services or Software.

"New Intellectual Property" means new Intellectual Property arising wholly or partly from the activities of FRAMECAD or the Purchaser under this Agreement derived from Intellectual Property made available by FRAMECAD or an Affiliate of FRAMECAD.

"Nominated Port" means the port of delivery specified in Section 4 of the Sale and Purchase Agreement.

"Purchase Price" as relates to the System(s) (comprising the Equipment, the Services, the license of the Software and/or other equipment or services, as applicable), means the price for such, as specified in Section 1 and Section 2 of the Sale and Purchase Agreement unless amended in accordance with this Agreement or as agreed in writing by the parties.

"Purchaser" means the purchaser named as such in the Sale and Purchase Agreement.

"Sale and Purchase Agreement" means the FRAMECAD Sale and Purchase Agreement executed by FRAMECAD and the Purchaser and which may comprise some or all of the cover page and attached Sections, together with these Conditions, the Software License and the Service Plan (to the extent such agreement relates to the Equipment and the Services), if any.

"Services" means all or any of the services as relate to the Equipment and as may be described in Section 2 of the Sale and Purchase Agreement including training and commissioning services and services as may be more specifically set out in the Service Plan to the extent it relates to the Equipment for the period determined in accordance with this Sale and Purchase Agreement or the Service Plan.

"Software" means the software to be licensed to the Purchaser pursuant to the Software License such software as may be described in Section 2 of the Sale and Purchase Agreement.

"Software License" means the FRAMECAD end user software license agreement or agreements pursuant to which the Software is licensed to the Purchaser.

"System(s)" means together (a) the Equipment, plus (b) the Services (if provided in Section 2 of the Sale and Purchase Agreement), plus (c) the Software (if provided in Section 2 of the Sale and Purchase Agreement), plus (d) such other components as may be set out in Section 2 of the Sale and Purchase Agreement,

and where, pursuant to the Sale and Purchase Agreement, as part of the sale of the System(s) – (a) the Equipment is sold by FRAMECAD and purchased by the Purchaser; (b) the Services (if any) are supplied by FRAMECAD to the Purchaser; (c) the Software (if any) is licensed by FRAMECAD to the Purchaser for the period stated in the Sale and Purchase Agreement and (d) such other components (if any) are sold by FRAMECAD and purchased by the Purchaser.

"Service Plan" means the Warranty Plus Service Plan pursuant to which certain systems support in respect of the Equipment (among other equipment) may be supplied by FRAMECAD as part of the Services. This may be documented by way of a new Service Plan or by a variation to an existing Service Plan, as applicable, which may be entered into by FRAMECAD and the Purchaser on or about the date of the sale of the Equipment.

"Tax" means all forms of taxation, duties, levies, imposts and other similar impositions of any jurisdiction whether central, federal, regional, state or local ("**taxes**") including, without limitation, taxes on profits, revenues, turnover, sales, purchases, consumption, gains and income, customs, import and export duties, clearance fees, stamp duty and other transaction or documentary taxes, social security contributions, taxes arising from the ownership or occupation of land or premises, taxes levied by reference to ownership, wealth or the use of any property or assets, training levies, taxes arising on the sale, lease, hire, gift or other disposal of any real or personal assets or property, and any payment which may fall to be made to any person as the result of the operation of any enactment or other law relating to any taxes and all penalties, fines, charges and interest relating to any of the foregoing or resulting from failure to comply with the provisions of any legislation, enactment or other law relating to any of the foregoing.

"Test Materials" means any materials supplied by FRAMECAD pursuant to clause 18.

"Website" means the site located at www.framecad.com, or any subsequent URL or URLs used by FRAMECAD from time to time.



3 Ordering Process

- 3.1 Quotations and accompanying documents (including, without limitation, FRAMECAD Customer Specification Sign-Off Sheet) issued by FRAMECAD in whatever form in respect of any equipment, service and/or software to be sold by or licensed by FRAMECAD shall not constitute an offer to supply or license by FRAMECAD capable of acceptance by the Purchaser or by any other person.
- 3.2 FRAMECAD agrees to supply the Equipment subject to and upon execution by both parties of the Sale and Purchase Agreement. All Sale and Purchase Agreements (once executed by the Purchaser) are binding and irrevocable on the Purchaser.
- 3.3 The executed Sale and Purchase Agreement must be accompanied by a deposit in the amounts stated in Section 2 and Section 3 of the Sale and Purchase Agreement unless otherwise agreed in writing by FRAMECAD. Any deposit paid to FRAMECAD is non-refundable. For new equipment, manufacture of the Equipment will not begin before receipt of the required deposit in full and execution by FRAMECAD and the Purchaser and delivery to FRAMECAD of the FRAMECAD Customer Specification Sign-Off Sheet.
- 3.4 All orders pursuant to an executed Sale and Purchase Agreement are subject to the availability of the Equipment or Services ordered.
- 3.5 Should the Purchaser endeavor to cancel an order, once binding upon it as provided in clause 3.2, FRAMECAD shall be entitled to claim for the value of the order as specified in the Sale and Purchase Agreement, or, at its sole discretion, the value of work completed and consequential costs related to cancelling the order as specified in the Sale and Purchase Agreement. Any deposits paid or progress payments made to FRAMECAD, up to the value of work in progress together with consequential costs are non-refundable and will be forfeited by the Purchaser should the Purchaser purport to withdraw from the purchase.
- 3.6 FRAMECAD reserves the right to make ongoing changes to any FRAMECAD Equipment and/or Services and Software as part of its ongoing product development program without notice to the Purchaser.
- 3.7 Without prejudice to clause 3.6, FRAMECAD may from time to time make changes in the specification of the Equipment which are required to comply with any applicable safety or statutory requirements or which do not materially affect the quality or fitness for purpose of the Equipment.
- 3.8 Matters relating to the ordering and licensing process for the Software are dealt with in clause 21 and in the applicable Software Licence.

4 Variations

- 4.1 Any change requested by the Purchaser to be made to the Sale and Purchase Agreement after it has been executed by both parties in relation to the System(s) or any part of it, may be deemed a variation by FRAMECAD entitling it to require a review by the parties of the Purchase Price and/or any estimated delivery timetables.
- 4.2 FRAMECAD may alter the estimated delivery schedule depending on the current supply and manufacturing conditions.

5 Acceptance of Equipment

- 5.1 Unless an earlier date of acceptance applies in accordance with clause 5.2 or clause 5.3 or otherwise at law, the Equipment is deemed to be accepted in full by the Purchaser on the earlier of the following:
 - 5.1.1 fourteen (14) days after the Purchaser's receipt of the Equipment (where a valid written warranty claim for defective Equipment, specifying in full the details of any defective Equipment, has not been received by FRAMECAD by such date); and
 - 5.1.2 the date on which the Purchaser has confirmed in writing to FRAMECAD, on the applicable FRAMECAD Machine Commissioning Form or otherwise, that the commissioning of the Equipment has been completed.

For the avoidance of doubt, failure of the Purchaser to confirm completion of the Equipment as referred to in clause 5.1.2 shall not, in itself, mean that such commissioning has not been completed or mean that the Equipment has not been deemed accepted in accordance with clause 5.1.1, clause 5.2, clause 5.3 or otherwise at law.

- 5.2 Where FRAMECAD takes shipping risk under the applicable Incoterms rule, in order to meet deadlines imposed by its insurers, the Purchaser must notify FRAMECAD in writing within two (2) days of receipt of Equipment which is damaged during shipping to the Purchaser. In such event, the Purchaser is responsible for making an insurance claim with the insurer's agent as set out on the insurance certificate accompanying the Equipment in shipment and must arrange the appropriate inspection by the insurer's appointed agent within twenty four (24) hours of notifying FRAMECAD in accordance with this clause 5.2.

- 5.3 In the event of FRAMECAD short or incorrectly shipping Equipment, the Purchaser shall advise FRAMECAD in writing within two (2) days of receipt of the type and quantity of Equipment short or incorrectly shipped.

6 Purchase Price

- 6.1 The aggregate price for the supply of the System(s) (comprising the Equipment, the Services, the license of the Software for the period stated in the Sale and Purchase Agreement, as applicable), shall be the Purchase Price.
- 6.2 The Purchase Price for the System(s) comprises the following components:
 - 6.2.1 The component of the Purchase Price as relates to the Equipment shall be as stated in Section 2 of the Sale and Purchase Agreement as relates to the Equipment;
 - 6.2.2 The component of the Purchase Price as relates to the Services shall be as stated in Section 2 of the Sale and Purchase Agreement as relates to the Services or as stated in the Service Plan as relates to the Equipment;
 - 6.2.3 The component of the Purchase Price as relates to the license of the Software shall be as stated in Section 2 of the Sale and Purchase Agreement as relates to the licence of the Software; and
 - 6.2.4 Such other components as may be set out in Section 2 of the Sale and Purchase Agreement.
- 6.3 Unless otherwise specified in the Sale and Purchase Agreement or unless otherwise agreed in writing by the parties, the Purchase Price for the System(s) does not include delivery charges (in the case of the Equipment) and is exclusive of all Tax (as provided in clause 10) and all costs of insurance.
- 6.4 If the Purchase Price (or any component of it) is stated to include some or all the costs relating to FRAMECAD technicians (including the costs of flights and/or accommodation), then the Purchase Price may be adjusted upwards to reflect any increases in the cost to FRAMECAD of such items after the price to the Purchaser of such items was set and the amount of the adjustment shall be paid by the Purchaser to FRAMECAD on demand.

7 Payment

- 7.1 The Purchase Price must be paid by the Purchaser to FRAMECAD in the amounts and on or before the times stated in Section 1 and Section 3 of Part 1 of the Sale and Purchase Agreement unless otherwise agreed in writing by FRAMECAD. If no payment terms are set out elsewhere in the Sale and Purchase Agreement then 100% of the Purchase Price is payable by the Purchaser to FRAMECAD immediately upon execution of the Sale and Purchase Agreement.
- 7.2 All payments must be:
 - 7.2.1 made in full and in cleared funds; and
 - 7.2.2 deposited into the bank account of FRAMECAD stated in the Sale and Purchase Agreement.
- 7.3 FRAMECAD shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 2% per annum above the base rate for overdrafts charged established by the Federal Open Market Committee (FOMC) of the Federal Reserve Board.
- 7.4 The Purchaser must make all payments due to FRAMECAD, whether in respect of the Purchase Price or otherwise, in full without deductions of any nature whatsoever, including by way of set-off, counter-claim or other equitable or lawful claim or otherwise howsoever.



FRAMECAD reserves the right, in its sole discretion and without any obligation, to make improvements to, alter, or correct any error or omissions in any portion of the content provided in this Agreement. This Agreement is confidential to FRAMECAD and the Purchaser. FRAMECAD, the FRAMECAD logo, FRAMEMASTER and the FRAMEMASTER logo are all trademarks of FRAMECAD Ltd © 2025 FRAMECAD Ltd.

- 7.5 FRAMECAD may set off against the Purchase Price amounts due from FRAMECAD whether under the Sale and Purchase Agreement or otherwise. The Purchaser may not withhold payment of any invoice or other amount due to FRAMECAD by reason of any right of set off or counterclaim which the Purchaser may have or allege to have or for any reason whatsoever.
- 8 Letters of Credit**
- 8.1 The Purchaser may request that it issues in favor of FRAMECAD a Letter of Credit for any amount of the Purchase Price.
- 8.2 There is no obligation on FRAMECAD to accept any request made as referred to in clause 8.1.
- 8.3 Each Letter of Credit will attract an additional fee at a rate determined by FRAMECAD as a percentage of the Purchase Price.
- 8.4 All Letters of Credit must strictly comply with FRAMECAD's standard Letter of Credit instructions as provided by FRAMECAD to be acceptable.
- 9 Cancellation of order under Sale and Purchase Agreement**
- 9.1 FRAMECAD reserves the right to cancel any order pursuant to a Sale and Purchase Agreement or to refuse or delay shipment of Equipment thereof, and/or discontinue any Services, and/or cancel the Software Licence if the Purchaser:
- 9.1.1 fails to make any payment as provided in the Sale and Purchase Agreement, or under the terms of payment set forth in any invoice or otherwise agreed to in writing by FRAMECAD and the Purchaser;
- 9.1.2 otherwise fails to comply with the Sale and Purchase Agreement including these Conditions; or
- 9.1.3 otherwise owes money to FRAMECAD or an Affiliate of FRAMECAD.
- 9.2 If final payment is not made within 30 days of the ready to ship date or final payment due date, FRAMECAD reserves the right to cancel your order and retain any deposits made to cover manufacturing costs.
- 9.3 FRAMECAD reserves the right, upon written notice to the Purchaser, to declare all sums contemplated by the Sale and Purchase Agreement immediately due and payable in the event of a breach by the Purchaser of any of its material obligations to FRAMECAD.
- 10 Taxes**
- 10.1 If FRAMECAD has any liability to pay any Tax on the supply of any Equipment, or Services to the Purchaser or the grant of any License of the Software to the Purchaser, the Purchaser must pay to FRAMECAD an amount equivalent to the Tax liability of FRAMECAD at the same time, unless a later payment by the purchaser is due under clause 10.3, as the consideration is paid for the Goods or Services or License of the Software (unless the consideration for that supply is expressed specifically to be Tax inclusive) and FRAMECAD will issue to the Purchaser a valid tax invoice in accordance with the applicable Tax law.
- 10.2 Unless expressly stated in FRAMECAD's invoice, the Purchase Price for the System(s) supplied hereunder excludes all Tax which may be required to be paid or collected upon the delivery, sale or use of the System(s) or any component of it.
- 10.3 If any Tax is applicable to the supply of System(s) or any component of it by FRAMECAD to the Purchaser, the Purchaser agrees to pay such Tax and indemnify and hold harmless FRAMECAD against any claim or demand for the payment of such Tax. The Purchaser shall secure and pay for all Taxes, permits and fees necessary for the delivery and installation of the Equipment, the supply or performance of the Services or the grant of the License of the Software. FRAMECAD may elect to add any such Taxes, permits or fees to the invoice amount payable to FRAMECAD. The Purchaser must provide FRAMECAD with acceptable documentation of any exemptions claimed from Taxes, permits or fees.
- 11 Delivery and Risk - Equipment**
- 11.1 Delivery or shipping dates are approximate only and merely represent FRAMECAD's best estimate of the time required to make delivery of the Equipment. Time is not of the essence with respect to the transaction(s) covered by these Conditions, except with respect to the Purchaser's obligation to make all related payments.
- 11.2 The risk in the Equipment shall pass to the Purchaser upon the delivery of the Equipment to the Purchaser as provided under the applicable Incoterms rule as specified in the Sale and Purchase Agreement. Accordingly, the Purchaser shall be responsible for insuring the Goods against all normal risks with effect from the time of delivery in accordance with the applicable Incoterms rule.
- 11.3 Freight costs may vary depending on the Purchaser's Nominated Port and the requirements of the Incoterms applicable under the Sale and Purchase Agreement (as identified in Section 4 of the Sale and Purchase Agreement).
- 11.4 FRAMECAD may, at its sole option, make partial delivery of any element of the Sale and Purchase Agreement, in which case each installment of Sale and Purchase Agreement and any applicable excess freight charges will be separately invoiced and bear its own payment due date. Delay in delivery of any installment will not relieve the Purchaser of its obligation to accept the remaining deliveries.
- 11.5 FRAMECAD's liability for shortages in quantity and loss consequential to shortages in quantity is limited to making up shortages. No further claim for shortages in quantity will be reimbursed by FRAMECAD.
- 11.6 In the event that the Purchaser has not paid for Equipment in full prior to delivery, and that Equipment is ready for delivery it shall be deemed to be a 'Holding Order'. If a 'Holding Order' is held for greater than seven (7) days, FRAMECAD reserves the right to allocate the Equipment to other Purchasers and retain any deposit paid in respect of such Equipment, without limitation to its other rights.
- 12 Delivery Delays - Equipment**
- 12.1 The scheduled dates for delivery of the Equipment as may be stated in the Sale and Purchase Agreement is estimated based on production loading at the time execution of the Sale and Purchase Agreement and may be quoted as a range of weeks after receipt of an order, payment of a deposit and timely supply of necessary information (including the signed FRAMECAD Customer Specification Sign-Off Sheet), engineering or otherwise.
- 13 Default**
- 13.1 Without prejudice to any other rights of FRAMECAD, if the Purchaser fails to perform any of its obligations hereunder, including without limitation, failure to make payments as provided in the Sale and Purchase Agreement, or if the Purchaser fails to give pre-commission or order specification information when requested by FRAMECAD, then FRAMECAD may, upon five (5) days' written notice to the Purchaser, declare the Purchaser to be in default and FRAMECAD may suspend or cancel performance of its obligations hereunder without liability and retain all rights and remedies FRAMECAD may possess at law, in equity or as provided in the Sale and Purchase Agreement (including these Conditions) and/or FRAMECAD may appropriate any payment made by the Purchaser to such of the Equipment (or equipment supplied under any other contract with the Purchaser) as FRAMECAD may in its sole discretion think fit.
- 13.2 If the Purchaser fails to make any payment of the Purchase Price (or any element of it) on its due date or commits any other breach of the Sale and Purchase Agreement or if any distress or execution shall be levied upon any of the Purchaser's goods or if the Purchaser offers to make any arrangement with its creditors or commits an act of bankruptcy or if any petition in bankruptcy be presented against the Purchaser or the Purchaser is unable to pay its debts as they fall due or if being a limited company any resolution or petition to wind up the Purchaser (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a receiver, administrator, administrative receiver or manager shall be appointed over the whole or any part of the Purchaser's business or assets or if the Purchaser shall suffer any analogous proceedings under any applicable law, all sums outstanding in respect of the System(s) shall become payable immediately.
- FRAMECAD may in its absolute discretion and without prejudice to any other rights which it may have, suspend all future deliveries of any articles or provision of any services due to the Purchaser and/or, by written notice to the Purchaser, terminate some or all of the components of the Sale and Purchase Agreement without liability upon its part and/or may appropriate any payment made by the Purchaser to such component of the System(s) (or equipment supplied under any other contract with the Purchaser) as FRAMECAD may in its sole discretion think fit.



14 Installation - Equipment

- 14.1 The Purchaser is responsible for the costs of installation of the Equipment including, without limitation all civil engineering work and foundations, unloading and proper positioning of Equipment, pre-aligning and anchoring of Equipment, and connecting all electrical wiring and utility services required for the Equipment. It is highly recommended that a FRAMECAD service technician (or Authorized Service Agent) supervise final alignment and anchoring of Equipment. The Purchaser is responsible for all costs associated with the FRAMECAD Technician providing requested assistance including airfares accommodation, transport, sustenance and telecommunication.
- 14.2 The Equipment covered by these Conditions may require special footings, foundations or floor surfaces, which may be required depending upon the depth and condition of the existing concrete slab, foundation, or floor surface.
- 14.3 For the purposes of these Conditions, the Equipment is deemed to be installed 14 days after delivery.

15 Pre-commission Check List - Equipment

A pre-commission check list must be accurately completed by the Purchaser before any hardware or software comprised in the System(s) is shipped (this does not apply to Software re-orders unless a configuration change is required by the Purchaser). FRAMECAD will not be liable for any costs, delays, losses or otherwise associated with inaccurate, missing or late supply of pre-commission information. Any costs or damages associated with, or caused by inaccurate, missing or late supply of pre-commission information will be borne by the Purchaser.

16 Supervision / Training - Equipment

Subject to Section 33, Training will occur in the U.S. at the Purchaser's premise or alternate location agreed between Purchaser FRAMECAD. It is recommended that a FRAMECAD service representative (or Authorized Service Agent) be present to supervise and train the operator at the time of start up of the Equipment comprising equipment or machinery specified in the Sale and Purchase Agreement. Pricing for this service is available upon request.

17 Legal Compliance

- 17.1 It is the Purchaser's duty to ascertain that the System(s) (including the Equipment and the Services proposed to be supplied by FRAMECAD and the Software proposed to be licensed by FRAMECAD) are in accordance with applicable local laws, statutes, ordinances and building codes (Laws). FRAMECAD shall not be responsible for compliance of the System(s) or any component of it, to such Laws.
- 17.2 It is the Purchaser's duty to ensure that all necessary permits have been obtained to import, export, install, or operate the System(s) or any component of it or for any other purpose contemplated by FRAMECAD and the Purchaser.

18 Demonstration of Equipment

- 18.1 The Purchaser may submit a request to FRAMECAD in writing for the demonstration of any Equipment it has agreed to purchase pursuant to the Sale and Purchase Agreement. FRAMECAD will grant a request for demonstration only to the extent that the relevant Equipment allows.
- 18.2 The Purchaser may request that FRAMECAD supply Test Materials for demonstration of the Equipment in accordance with clause 18.1. The Purchaser will be responsible for any and all costs incurred by FRAMECAD for or in connection with demonstration under clause 18.1, including but not limited to costs incurred in connection with the supply by FRAMECAD of any Test Materials in accordance with this clause 18.2, together with any freight and duty payable on the relevant supply ("Test Costs"). Payment for Test Costs must be received by FRAMECAD prior to any shipment of the Test Materials. The Purchaser acknowledges and agrees that FRAMECAD's Test Material is of acceptable quality.
- 18.3 The Purchaser may supply its own materials for the purpose of demonstration of Equipment.
- 18.4 Demonstration of the Equipment is at the Purchaser's risk. Any alterations to modify the Equipment to run other material will be entirely to the Purchaser's account.
- 18.5 Where demonstration of the Equipment is requested to occur at FRAMECAD's facility prior to delivery, successful demonstration of the Equipment shall constitute acceptance by the Purchaser of such Equipment.

19 Title to Equipment

- 19.1 Title to Equipment delivered hereunder shall pass to the Purchaser upon full and final payment in respect of such Equipment being received by FRAMECAD in accordance with clause 7 and provided that no other sums are outstanding from the Purchaser to FRAMECAD. The Purchaser agrees that it will not do anything that may diminish FRAMECAD's title or ownership rights until title passes to the Purchaser in accordance with clause 19.
- 19.2 This reservation of title and ownership is effective whether or not any of the Equipment has been altered from its supplied form or commingled with other goods.

20 Intellectual Property

- 20.1 Pre-existing Intellectual Property supplied by FRAMECAD or an Affiliate of FRAMECAD and utilized by the Purchaser during the Term (including, without limitation, in the manufacture and supply of the Products) and any improvements to such pre-existing Intellectual Property made during the Term, will remain the property of FRAMECAD. The Purchaser acknowledges that:
- 20.1.1 it does not have any right, title or interest in the Intellectual Property made available by FRAMECAD or an Affiliate of FRAMECAD or any updates or improvements to it; and
- 20.1.2 any goodwill (and any other rights) in the Intellectual Property supplied by FRAMECAD or an Affiliate of FRAMECAD which result from the use by the Purchaser of the Intellectual Property shall automatically vest in FRAMECAD from the point of creation.
- 20.2 All right, title and interest in New Intellectual Property will be, from the point of creation, the sole property of FRAMECAD. The Purchaser hereby assigns to FRAMECAD from the point of creation all rights in and to all New Intellectual Property and agrees to undertake all acts and execute all documents necessary to effect such transfer, provided that FRAMECAD agrees to grant to the Purchaser a non-exclusive, revocable, non-assignable, royalty-free license on usual commercial terms to use the New Intellectual Property for the term of the Agreement to the extent necessary in order for the Purchaser to use the Products in the ordinary manner.
- 20.3 If the Purchaser learns of any threatened or actual infringement of the Intellectual Property owned by FRAMECAD or the Purchaser, or of any circumstance which suggests that the use of such Intellectual Property may infringe the Intellectual Property of a third party, it shall immediately inform FRAMECAD, giving all such details as FRAMECAD requests.
- 20.4 FRAMECAD shall have conduct of any proceedings relating to its Intellectual Property and may take whatever action it, in its sole discretion, decides in respect of any infringement or alleged infringement of it, or arising from its use. The Purchaser shall co-operate with FRAMECAD in taking such action and FRAMECAD shall meet any reasonable expenses of the Purchaser in doing so.
- 20.5 The Purchaser shall:
- 20.5.1 not apply for registration of any of FRAMECAD's Intellectual Property (or any Intellectual Property that is confusingly similar to FRAMECAD's Intellectual Property) in its own name, in any part of the world;
- 20.5.2 comply with the Brand Use Guidelines of FRAMECAD issued by FRAMECAD from time to time to the Purchaser and all requests by FRAMECAD as to the use of FRAMECAD's Intellectual Property and including the use of the ™, © and ® symbols in relation to such Intellectual Property;
- 20.5.3 give assistance to enable FRAMECAD to register its intellectual Property where registrable;
- 20.5.4 not license (or purport to license) any other person to use any of FRAMECAD's Intellectual Property;
- 20.5.5 not use FRAMECAD's Intellectual Property other than as specifically permitted by this Agreement;
- 20.5.6 not use any Intellectual Property that is confusingly similar to FRAMECAD's Intellectual Property;
- 20.5.7 not do anything that may adversely affect FRAMECAD's Intellectual Property or FRAMECAD's right or title to it; and



20.5.8 immediately stop using any of FRAMECAD's Intellectual Property including, without limitation, where used on any advertising or promotional material or packaging or on its website, on receipt of a request by FRAMECAD to do so.

20.6 The Purchaser will do, execute and perform all such other acts, deeds, matters and things as may be reasonably required by FRAMECAD to enable FRAMECAD to obtain the full benefit of the terms and intent of this clause 20.

20.7 Without limiting the rest of this clause 20, all drawings, tracings, electronic files, results of calculations and other similar documents, specifications, manuals and procedures specifically prepared by FRAMECAD or the relevant FRAMECAD Entity in relation to the Agreement, and including any existing documents of a generic nature, shall be and remain the property of FRAMECAD. The Purchaser shall not use such materials other than for this Agreement.

21 Software Licence

21.1 The Purchaser agrees to abide by the terms of the Software License.

21.2 The component of the Purchase Price as relates to the license of the Software as stated in Section 2 of the Sale and Purchase Agreement covers the licence period as stated in Section 2 of the Sale and Purchase Agreement only.

21.3 If the Purchaser uses or has been using the Software without a valid license or other than in accordance with these Conditions, the Software Licence or the Sale and Purchase Agreement, then FRAMECAD may (in addition to and without limiting any rights under any such agreement or otherwise) without notice suspend the Purchaser's access to the Software until such unauthorized use is remedied to FRAMECAD's satisfaction.

22 Confidential Information

22.1 The Purchaser agrees that any and all Know-How or other Intellectual Property or other information or data, whether written, graphic or oral which may be provided by FRAMECAD or an Affiliate of FRAMECAD to the Purchaser (including any analysis, materials, Equipment, equipment or conclusions drawn or delivered there from, or information relating to (or the identity of) any direct or indirect suppliers or customers of FRAMECAD or of an Affiliate of FRAMECAD) or which may be derived from or related to any visits by the Purchaser's personnel to any of FRAMECAD's or an Affiliate of FRAMECAD's sites or may be otherwise known to the Purchaser through its visits or contact with FRAMECAD or an Affiliate of FRAMECAD (hereinafter individually and collectively referred to as **Information**) shall be disclosed by FRAMECAD or an Affiliate of FRAMECAD (as applicable) and used by the Purchaser subject to the following terms and conditions:

22.1.1 The Purchaser shall keep all Information in confidence and will not, without FRAMECAD's prior written consent, disclose Information to any person or entity, except those of the Purchaser's officers and employees who directly require Information for fulfillment of the purpose of this Sale and Purchase Agreement. Each officer or employee to whom Information is to be disclosed shall be advised by the Purchaser of and be bound by the terms of this Sale and Purchase Agreement. The Purchaser shall take all reasonable precautions to prevent Information from being disclosed to any unauthorized person or entity.

22.1.2 The Purchaser shall not use, either directly or indirectly, any Information for any purpose other than to use the System(s) or any component of it in accordance with this Agreement, without FRAMECAD's prior written consent.

22.1.3 The Purchaser's obligations of confidentiality set forth in this Sale and Purchase Agreement shall not apply to any Information which is:

- (i) possessed by the Purchaser prior to receipt from FRAMECAD or an Affiliate of FRAMECAD, other than through prior disclosure by FRAMECAD or an Affiliate of FRAMECAD, as evidenced by the Purchaser's written records;
- (ii) published or available to the general public other than through a breach of this Sale and Purchase Agreement or other obligations of confidentiality by the Purchaser; or

(iii) obtained by the Purchaser from a third party with a valid right to disclose such information, provided that said third party is not under a confidentiality obligation to FRAMECAD or an Affiliate of FRAMECAD or the disclosing Party, if other than FRAMECAD or an Affiliate of FRAMECAD. Any combination of features or disclosures shall not be deemed to fall within the foregoing exclusions merely because individual features are published or available to the general public or in the rightful possession of the Purchaser unless the combination itself and principle of operation are published or available to the general public or in the rightful possession of the Purchaser.

22.1.4 All Information, without limitation, shall remain the personal and proprietary property of FRAMECAD. The Purchaser shall not acquire any license or other intellectual property interest in any Information disclosed to it by FRAMECAD. Further disclosure of Information shall not result in any obligation to grant the Purchaser any right in and to said Information.

22.1.5 Upon request by FRAMECAD, the Purchaser shall immediately return to FRAMECAD all Information, all notes which may have been made regarding the Information, and all copies thereof.

22.1.6 In the event that the Purchaser is required by judicial or administrative process order to disclose any or all of the Information, the Purchaser shall promptly notify FRAMECAD and use its reasonable endeavors to allow FRAMECAD a reasonable time to oppose such process before disclosing any Information.

22.1.7 The obligations of confidentiality and non-use created herein shall be binding upon the Purchaser, its successors and assigns with respect to each successive disclosure of Information for a period of ten (10) years following termination or expiration of this Sale and Purchase Agreement.

22.1.8 The obligations of confidentiality under any confidentiality agreement between FRAMECAD or an Affiliate of FRAMECAD and the Purchaser prior to the date of this Sale and Purchase Agreement (if any) shall continue in full force and effect and shall be incorporated herein. In the event of conflict between such confidentiality agreement and this Sale and Purchase Agreement, the terms contained in this Sale and Purchase Agreement shall govern.

23 Warranty

Warranty terms

23.1 Subject to the terms of this clause 23, FRAMECAD warrants to the Purchaser alone (excluding any assignee or successor in title to the Purchaser) that the Equipment shall at the time of delivery and for the Warranty Period materially correspond to the description given to it by FRAMECAD in the Sale and Purchase Agreement and shall be free from material defects in workmanship, construction or materials. To the maximum extent permitted by law in any applicable jurisdiction or as stated in the Software Licence or the Service Plan (as applicable), there is no warranty in respect of the Services or the Software.

23.2 In this clause 23, unless otherwise specifically agreed in writing between FRAMECAD and the Purchaser as part of an extended warranty offering by FRAMECAD, the term "**Warranty Period**" means the shortest of: (a) the period of 15 months commencing on the date of delivery of the Equipment to the Purchaser in accordance with the Sale and Purchase Agreement; and (b) the period of 12 months commencing on the date of commissioning of the Equipment by FRAMECAD and in accordance with the Sale and Purchase Agreement and (c) the remaining period of any warranty FRAMECAD has received in respect of the relevant equipment or component part comprised in the Equipment from a supplier of suppliers to FRAMECAD.

23.3 Unless otherwise agreed in writing by FRAMECAD, the effectiveness of the warranty in respect of Equipment shall be conditional upon: (a) such Equipment having been commissioned by FRAMECAD and in accordance with the Sale and Purchase Agreement; and (b) the full purchase price for the Equipment having been paid by the Purchaser to FRAMECAD and (c) the Equipment shall be covered by a valid Service Plan with FRAMECAD, and (d) such equipment having not been subject to misuse, neglect, abuse, improper storage, accident (other than an accident caused by the product itself), or having not been properly maintained, and (e) having not been modified, disassembled, serviced, or reassembled by any Third Party.



Exclusion of other warranties etc

23.4 TO THE MAXIMUM EXTENT PERMITTED BY LAW IN ANY APPLICABLE JURISDICTION, ALL OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS AND TERMS EXPRESS OR IMPLIED BY LAW OR OTHERWISE ARE HEREBY EXCLUDED, INCLUDING ANY WARRANTIES, TERMS OR CONDITIONS AS TO MERCHANTABILITY, QUALITY, DURABILITY, EFFICIENCY OR OUTPUT OF THE SYSTEM(S) (INCLUDING EACH OF ITS COMPONENTS) OR THE FITNESS OR SUITABILITY OF THE SYSTEM(S) (INCLUDING EACH OF ITS COMPONENTS) FOR ANY PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, THE TERMS OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO THESE TERMS OR TO THE SUPPLY OF THE SYSTEM(S) (INCLUDING EACH OF ITS COMPONENTS) AND ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY THAT CONVENTION.

23.5 For the purposes of any consumer protection legislation applicable under the law of any relevant jurisdiction in the United States, to the extent permitted by law, Purchaser acknowledges that the System(s) (including each of its components) is not of a kind ordinarily acquired for personal, domestic or household use, that the System(s) (including each of its components) is acquired in trade and that all implied terms, conditions and warranties provided under any applicable law are expressly excluded.

Warranty void

23.6 This warranty will become void, and FRAMECAD will have no obligation whatsoever under the warranty with respect to Equipment in the following circumstances:

- 23.6.1 If the Equipment ceases at any time to be covered by a valid Service Plan with FRAMECAD or the Purchaser is in breach of its obligations under a Service Plan with FRAMECAD and that each of the required services as stated in such Service Plan or otherwise required by FRAMECAD have been undertaken at the required time; or
- 23.6.2 If the Equipment is used at any time prior to the date of commissioning of the Equipment has been completed by FRAMECAD and in accordance with the Sale and Purchase Agreement; or
- 23.6.3 If the Equipment is sold by the Purchaser or the Purchaser parts with possession of the Equipment; or
- 23.6.4 if the Equipment is not used or maintained in a normal and proper manner or in accordance with all manuals and instructions including if the Purchaser fails to complete daily maintenance of the Equipment in accordance with the recommended guidelines, or if the Equipment is serviced by anyone other than authorized FRAMECAD personnel; or
- 23.6.5 if the Equipment is modified, altered or repaired without the prior written approval of FRAMECAD or by unauthorised service personnel; or
- 23.6.6 if any FRAMECAD labels or serial numbers are removed or tampered with; or
- 23.6.7 if the Purchaser fails to make any payments to FRAMECAD as relates to the Equipment or its operation (including as relates to any Service Plan; software licenses; commissioning costs; product or consumables supply; engineering, design or other services or similar) when due; or
- 23.6.8 in respect of a specific claim, the warranty claims process set out in clause 23.12 is not followed by the Purchaser.
- 23.6.9 any event, act or omission which would invalidate any warranty FRAMECAD would otherwise have the benefit of in respect of the Equipment or any component(s) comprised in the Equipment.

Exclusions

23.7 Secondhand Equipment is sold as is, where is and subject to availability and no prior sale. There is no warranty on secondhand Equipment unless otherwise agreed by the Parties in this Sale and Purchase Agreement. It is the responsibility of the Purchaser to ensure the secondhand Equipment complies with the local safety regulations and to adequately supervise its safe operation. It is also the responsibility of the Purchaser to ensure the secondhand Equipment works on the local power supply.

23.8 The warranty does not cover customized machines and does not cover ST1000-1200 roll-forming machines.

23.9 FRAMECAD shall also not be liable under the warranty for types of failures which are not attributable to defects in workmanship, construction or materials and which are not considered by FRAMECAD as part of its warranty including, but not limited to the damage due to any of the following:

- 23.9.1 deterioration during periods of storage by the Purchaser prior to installation and operation;
- 23.9.2 the erosive or corrosive action of any gases or liquids handled by the Equipment;
- 23.9.3 lack of or incorrect type of fluid, lubricants, or contamination of the fluid, ink, air-line additives, or oil systems;
- 23.9.4 accident, abuse, neglect, stripped splines or keyways on drive shaft, incorrect mounting of external gears, pulleys, etc,
- 23.9.5 operating beyond the recommended maximum speeds, pressure, temperatures;
- 23.9.6 voltage or humidity or below the recommended voltage;
- 23.9.7 improper filtration;
- 23.9.8 use of the Equipment in a manner or purpose for which it was not designed or intended by FRAMECAD;
- 23.9.9 misalignment, mis-wiring, high vibration; and
- 23.9.10 ordinary wear and tear.

Warranty claim process

23.10 If the Purchaser considers it has a valid warranty claim, the following process must be followed:

- 23.10.1 The warranty claim must be reported in FRAMECADs customer portal "Communities" with photos and a full description of the failure within 24 hours of discovery of the failure by the Purchaser;
- 23.10.2 FRAMECAD will acknowledge the warranty claim and either approve or reject the warranty claim or it may request further information and/or photos.
- 23.10.3 Assuming the warranty claim has been approved by FRAMECAD then:
 - (a) FRAMECAD will repair or replace, at its option, components, which it finds to be defective.
 - (b) FRAMECAD will require the relevant components to be returned to a FRAMECAD office or other location advised by FRAMECAD.
 - (c) In the case of replacement, FRAMECAD will arrange for a replacement component to be sent to the Purchaser at FRAMECAD cost but the Purchaser is responsible for any local customs declarations.
 - (d) In the case of replacement, FRAMECAD will provide advice as to how to replace the component to the Purchaser.
 - (e) Replacement components that are provided under warranty will have a replacement components warranty of 6 months from the date of replacement.



23.11 In the case of a warranty claim approved by FRAMECAD where a component is to be replaced:

23.11.1 FRAMECAD will cover the cost of freight for the faulty component to be collected and delivered to a FRAMECAD office or other location advised by FRAMECAD.

23.11.2 FRAMECAD will cover the cost of the part and freight of the replacement part to the Purchaser.

23.11.3 The Purchaser will cover the cost and administration of local customs, duty and tax requirements for the part to be shipped to it.

23.11.4 The Purchaser will cover the cost of labor to fit the part, with instructions provided by FRAMECAD (remotely) or if the component is one which must be installed by a Framecad technician, Framecad will provide the technician.

23.11.5 FRAMECAD will use reasonable endeavors, subject to availability, to ship the replacement component within a reasonable time (48 business hours) of the warranty claim being determined.

23.11.6 FRAMECAD will provide advice and support to the Purchaser to effect the repair of the equipment under warranty.

General

23.12 The warranty in this clause 23 is not transferable or assignable by the Purchaser. FRAMECAD may freely assign the rights or obligations or sub-contract the performance of its obligations in respect of such warranty to any person at any time.

23.13 FRAMECAD will not be liable for testing the Equipment on material of the Purchaser's specification and sourcing unless the Purchaser has supplied suitable test material in advance and within specification to facilitate such testing taking place. If the Purchaser fails to supply suitable testing material then the Purchaser accepts tests carried out using material supplied by FRAMECAD; the loss of or damage to any of the chattels of the Purchaser left within the possession or control of FRAMECAD (whether such loss or damage result from FRAMECAD negligence or default or otherwise howsoever).

23.14 If the Purchaser removes or permits anyone to remove any FRAMECAD labels, serial numbers, safety equipment or warning signs or fails to observe any condition in these Conditions, or if any injury or damage is caused, in whole or in part, by the Purchaser's failure to comply with applicable national, Federal, Commonwealth, State or local safety requirements, FRAMECAD shall have no obligation to the Purchaser, and the Purchaser shall indemnify and hold FRAMECAD harmless against any claims, loss or expense for injury or damage arising from the use of the Equipment. FRAMECAD specifically disclaims any and all liability arising out of the operating of the Equipment other than the warranty liabilities to the original Purchaser.

23.15 Whenever possible, each provision of the foregoing warranty shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this warranty shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this warranty.

23.16 The Purchaser warrants that all staff and contractors involved with the System(s) (including each of its components) are suitably experienced professional and qualified people and will indemnify FRAMECAD from any acts or omissions of the Purchaser's staff or contractors.

24 Product Liability

24.1 Decisions for the use of the System(s) (including each of its components) remain the responsibility of the Purchaser and involve subjective knowledge, which the Purchaser acknowledges is not available to FRAMECAD. The Purchaser also acknowledges that it has not relied on any information or advice given by FRAMECAD in relation to System(s) (including any of its components) and that FRAMECAD is not liable for damage, loss or expense resulting from the failure to give advice or information or the giving of incorrect advice or information (including, without limitation, advice or information given or not given by or through the FRAMECAD Technical Support facility) whether or not due to FRAMECAD's negligence or that of its employees, agents or sub-contractors.

24.2 In no event shall any breach:

24.2.1 of the Sale and Purchase Agreement or any implied warranties, terms and conditions (whether statutory or otherwise); or

24.2.2 any other duty of any kind imposed on FRAMECAD by law arising out of or in relation to the sale of System(s) (including each of its components),

give rise to any liability for punitive damages, or damages for loss of revenue, loss of profits or expected future business, damage to reputation or goodwill, loss of any order or contract or any consequential or indirect loss or damage arising from any cause.

25 Limitation of Liability

25.1 Warranties: To the maximum extent permitted by applicable law, the warranty set out in clause 23.1 shall constitute the Purchaser's exclusive remedy with respect to the System(s) and each of its components.

25.2 Cap - Equipment: The Purchaser acknowledges that, to the maximum extent permitted by applicable law, the maximum liability of FRAMECAD in respect of the Equipment is a refund of the component of the Purchase Price paid by the Purchaser as relates to the Equipment on return of the Equipment less an allowance for depreciation and use as assumed by FRAMECAD.

25.3 Cap - Services: The Purchaser acknowledges that, to the maximum extent permitted by applicable law, the maximum liability of FRAMECAD in respect of the Services is a refund of the component of the Purchase Price paid by the Purchaser as relates to the Services

25.4 Cap - Software: The Purchaser acknowledges that, to the maximum extent permitted by applicable law, the maximum liability of FRAMECAD in respect of the Software is a refund of the component of the Purchase Price paid by the Purchaser as relates to the Software

25.5 Cap - General: The Purchaser acknowledges that, to the maximum extent permitted by applicable law, any liability of FRAMECAD under or in connection with the Sale and Purchase Agreement or any goods or services supplied under them, whether arising in contract, tort (including for negligence) or otherwise shall be limited to the amount of the Purchase Price paid by the Purchaser in respect of the component of the System(s) to which the liability relates.

25.6 No consequential loss: FRAMECAD shall not be liable in any circumstances whether under contract, tort (including for negligence) or otherwise for any loss of profit or revenues, loss of savings, loss of use or loss of goodwill, or for any indirect, incidental, special or consequential loss or damage suffered or incurred by the Purchaser, even if FRAMECAD has been advised of the possibility of such loss or damage.

25.7 No consequential loss - Software: To the maximum extent permitted by applicable law and without limitation to clause 25.6, in no event shall FRAMECAD or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use the Software, Software locked through unpaid annual licensing fees, software viruses, the provision of or failure to provide support services, or otherwise, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of FRAMECAD or any supplier, and even if FRAMECAD or any supplier has been advised of the possibility of such damages.

26 Indemnity

The Purchaser agrees to indemnify and hold harmless FRAMECAD and its agents, servants, and employees of and from any and all claims or liabilities asserted against FRAMECAD or its agents, servants or employees in connection with the manufacture, sale, delivery, re-sale, or repair or use of any equipment or software or services covered by or furnished arising in whole or in part out of or by reason of the failure of the Purchaser, its agents, servants, employees or customers to follow instructions, warnings or recommendations furnished by FRAMECAD or its agents, servants or employees in connection with such equipment or software, or by reason of the failure of the Purchaser, its agents, servants, employees or customers to comply with all laws applicable to such equipment, including any HSE Legislation, building codes or by reason of the negligence of the Purchaser, its agents, servants, employees or other customers.



27 Indemnification-Safe Operation

The Purchaser shall comply with and require its employees to comply with directions set forth in documented inspections and maintenance instructions, manuals, drawings, safety notices and warnings and other instructions, furnished by FRAMECAD and shall use and require its employees to use reasonable care and all safety equipment in the operation and maintenance of the Equipment. The Purchaser shall not remove or permit anyone to remove any safety equipment or warning signs from the Equipment.

28 Variations

No constituent part of the Sale and Purchase Agreement may be modified except in writing and signed by FRAMECAD and the Purchaser or their authorized representatives.

29 Assignment

29.1 FRAMECAD shall be entitled at any time to assign to any other person, including, without limitation, any Affiliate, all or any of its rights or obligations under the Sale and Purchase Agreement or any of its constituent parts and notwithstanding any rule of common law or equity to the contrary or the appointment of a liquidator, receiver and/or manager over the Purchaser or the assets thereof the assignee thereof shall be entitled to claim full rights or set-off or counter-claim against the Purchaser, its secured creditors or successors in respect of any debt or part thereof so assigned.

30 Force Majeure

- 30.1 FRAMECAD shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its or its supplier's, sub-contractors or shipper's control (an "Event of Force Majeure"), including but not limited to acts of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods), manufacturing delays, shipping delays, civil disturbances, acts or threats of terrorism, strikes, lock outs, go slows or other industrial relations disorder, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of any goods or services or where the Purchaser's region has been declared a high risk region by FRAMECAD under clause 33.
- 30.2 FRAMECAD agrees to give notice as soon as reasonably practicable to the Purchaser upon becoming aware of an Event of Force Majeure, such notice to contain details of the circumstances giving rise to the Event of Force Majeure.
- 30.3 If an Event of Force Majeure occurs, FRAMECAD may allocate production and deliveries in any reasonable manner and may include in such allocation any regular customers, whether or not then under contract, and FRAMECAD's own requirements.
- 30.4 Relief from liability for non-performance by reason of the provisions of this clause 30 shall commence on the date upon which notice by FRAMECAD to the Purchaser is given and shall terminate upon the date upon which the Event of Force Majeure ceases to exist; provided that if, as a result of any such contingency, FRAMECAD's performance is delayed by more than six (6) months, the prices set forth herein shall be subject to appropriate adjustment by FRAMECAD and if the Event of Force Majeure continues for a period of more than twelve months, either party shall be entitled to terminate the Sale and Purchase Agreement by written notice to the other party.

31 Severability

If any provision of the Sale and Purchase Agreement (or any of its component parts) is held to be invalid, void or unenforceable for any reason, that provision shall be replaced with a provision which, as far as possible, accomplishes the original purpose of the part or provision, or if replacement is not possible the provision shall be severed from these terms. The remainder of the Sale and Purchase Agreement (including all of its component parts) will continue in full force.

32 Sub-contracting

FRAMECAD may license or sub contract all or any part of its rights and obligations under the Sale and Purchase Agreement (or any of its component parts) is contract without the Purchaser's consent.

33 High Risk Regions

Should your region be deemed by FRAMECAD to be high risk due to unrest, environmental conditions, and/or political instability (or other factors), FRAMECAD reserves the right to withhold the provision of any Services within such region and/or any onsite machine commissioning, installation and ongoing support requirements to ensure the safety of FRAMECAD's technical staff or agents. In these situations, any services including the Services may be delivered in a remote fashion. All plant commissioning and training will take place at FRAMECAD's facilities in the United States (or other location nominated by FRAMECAD) and the Purchaser will be responsible for plant installation onsite with FRAMECAD's remote guidance (phone and web-based support). All ongoing support will be delivered remotely. FRAMECAD will do its utmost to ensure that the Purchaser's plant is installed and supported effectively using FRAMECAD's remote support tools but FRAMECAD makes no guarantee, express or implied, of service delivery. This arrangement will remain under review with normal technical services resuming based on travel risk advice from FRAMECAD's government. Additionally, if commissioning is required in locations deemed "danger zones" by our insurance provider, Purchaser may be required to pay additional premiums to cover on-site work.

34 Non-Waiver of Default

No failure by FRAMECAD to insist on strict performance of any term or condition of the Sale and Purchase Agreement (or any of its component parts) shall constitute a waiver of such term or condition or any breach thereof, nor shall such failure in any way affect FRAMECAD's legal remedies with respect to any default by the Purchaser hereunder.

35 Non solicitation

The Purchaser will not, during the period of three (3) years after the later of (a) the date of execution of this Sale and Purchase Agreement and (b) the date of any extensions to the term of any component part(s) of this Sale and Purchase Agreement, for any reason employ or engage or endeavor to solicit away from FRAMECAD or any Affiliate of FRAMECAD, any employee or contractor of FRAMECAD or any Affiliate of FRAMECAD. The Parties agree that the consideration for the Purchaser agreeing to be bound by this clause 35 is, among other things, the discount to the standard FRAMECAD rates for the Equipment and/or the Services and/or the licence of the Software offered to the Customer as expressed in the Purchase Price.

36 Governing Law and Jurisdiction

- 36.1 The Sale and Purchase Agreement (and each of its component parts), as applicable, shall each be governed by Delaware law.
- 36.2 The courts of the State of Delaware shall have the non-exclusive jurisdiction to settle any dispute arising out of or in connection with the Sale and Purchase Agreement, as applicable (a "Dispute").
- 36.3 This clause 36 is for the benefit of FRAMECAD only. As a result, notwithstanding any other provision in the Sale and Purchase Agreement, as applicable:

36.3.1 FRAMECAD shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction;

36.3.2 If a dispute arises out of or relates to this contract, or the breach thereof, the parties agree to first attempt to resolve the matter in good faith on their own. If the parties cannot settle the dispute on their own, the parties agree to then try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The number of mediators and/or arbitrators shall be one. The seat, or legal place, of mediation and/or arbitration shall be Delaware, USA. The language to be used in the arbitration shall be English; and

36.3.3 to the extent allowed by law, FRAMECAD may take concurrent proceedings in any number of jurisdictions.

37 Priority

In the event of any conflict or inconsistency between any provision contained in the constituent parts of the Sale and Purchase Agreement, the following order of precedence shall apply, but only in so far as is necessary to resolve that conflict or inconsistency: first: these Conditions, second: the End User License Agreement and the Service Plan and third: the cover page and attached Sections.

38 Language

These Conditions and all notices issued under the Sale and Purchase Agreement shall be in the English language. All translations of the English language wording which may be contained in any documents forming part of the Sale and Purchase Agreement shall not form part of the operative provisions of the Sale and Purchase Agreement and shall be ignored for the purposes of interpretation. The English language shall be the original and prevailing language of the Sale and Purchase Agreement. FRAMECAD is not responsible for any errors, omissions, inaccuracies or uncertainties arising from any translation by it or any other person from the English language into any other language including as may be contained in any documents forming part of the Sale and Purchase Agreement.

39 Electronic Signatures

The words "execution," "execute," "signed," "signature," and words of like import in or related to the Sale and Purchase Agreement or any other document to be signed in connection with the Sale and Purchase Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures on Adobe Acrobat pdf (or otherwise as accepted by FRAMECAD), which shall be of the same legal effect, validity or enforceability as a manually executed signature, to the extent and as provided for in any applicable law and the parties hereby waive any objection to the contrary.

40 Counterparts; Delivery by email

The Sale and Purchase Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. The Sale and Purchase Agreement, the agreements referred to in it, and each other agreement or instrument entered into in connection with or contemplated by any of them, and any amendments to any of them, to the extent signed and delivered by electronic mail in pdf form, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.



FRAMECAD reserves the right, in its sole discretion and without any obligation, to make improvements to, alter, or correct any error or omissions in any portion of the content provided in this Agreement. This Agreement is confidential to FRAMECAD and the Purchaser. FRAMECAD, the FRAMECAD logo, FRAMEMASTER and the FRAMEMASTER logo are all trademarks of FRAMECAD Ltd © 2025 FRAMECAD Ltd.

PART 4. SOFTWARE LICENSE AGREEMENT

IMPORTANT NOTICE: THIS SOFTWARE LICENSE AGREEMENT (**LICENSE**) IS A LEGAL AGREEMENT BETWEEN YOU AND FRAMECAD. READ IT CAREFULLY BEFORE USING THE SOFTWARE OR THE DOCUMENTATION. IT PROVIDES A NON-EXCLUSIVE, LIMITED LICENSE TO USE THE SOFTWARE AND DOCUMENTATION ON THE TERMS OF THE LICENSE AND CONTAINS WARRANTY INFORMATION AND LIABILITY DISCLAIMERS.

BY YOU:

- A. DOWNLOADING OR INSTALLING THE SOFTWARE AFTER RECEIPT OF THE TERMS OF THIS LICENSE; AND/OR
- B. ENTERING INTO ANY AGREEMENT WITH FRAMECAD COMPRISING OR INCLUDING THE TERMS OF THIS LICENSE; AND/OR
- C. OTHERWISE CONFIRMING ACCEPTANCE OF THE TERMS OF THIS LICENSE (USING THE WEBSITE OR OTHERWISE),

YOU ARE CONFIRMING YOUR ACCEPTANCE OF THE SOFTWARE AND THE DOCUMENTATION AND YOU AGREE TO BECOME BOUND BY THE TERMS OF THIS LICENSE. YOU ARE CONFIRMING YOUR ACCEPTANCE OF THE SOFTWARE AND THE DOCUMENTATION AND YOU AGREE TO BECOME BOUND BY THE TERMS OF THIS LICENSE.

IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, WE WILL NOT LICENSE THE SOFTWARE AND DOCUMENTATION TO YOU AND YOU MUST DISCONTINUE THE DOWNLOADING OR INSTALLATION PROCESS

FRAMECAD MAY FROM TIME TO TIME MODIFY, REPLACE OR AMEND THE TERMS OF THIS LICENSE BY POSTING AN UPDATED COPY OF THE TERMS ON THE WEBSITE OR BY OTHERWISE NOTIFYING YOU OF SUCH MODIFICATION, REPLACEMENT OR AMENDMENT. BY CONTINUING TO USE ANY OR ALL OF THE SOFTWARE; THE DOCUMENTATION; THE SECURITY KEY OR THE WEBSITE AFTER SUCH NOTIFICATION OR PUBLICATION, YOU AGREE TO THE TERMS OF THE LICENSE AS MODIFIED, REPLACED OR AMENDED.

1. DEFINITIONS

“Confidential Information” means any information that is not in the public domain which is obtained by you in the course of or in connection with your use of the Software or the Documentation or any earlier version of the Software or the Documentation, including (to the extent obtained by you) the source code of the Software, the terms of this License, the terms of any associated undertakings made by you in connection with this License and any information about FRAMECAD’s business, including all customer lists and databases, whether such information was obtained before or after the date of this License and whether disclosed to you by or on behalf of FRAMECAD, any of its partner organization, third party service providers, other customers or from any other source.

“Device” means a single CPU, whether contained in a personal computer, a laptop, a tablet computer, a handheld or other electronic or telecommunication device, a FRAMECAD steel roll-forming machine or item of equipment or any other device, machine or equipment as may be identified by FRAMECAD to you as falling within this definition from time to time.

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