

SPARE PARTS SUPPLY CONTRACT - WEGMANS

SPARE PARTS SUPPLY CONTRACT

THIS SPARE PARTS SUPPLY CONTRACT (the "Agreement") is made and entered into as of February 15, 2024 (the "Effective Date"), by and between:

NaviFloor Robotics, Inc., a Delaware corporation with its principal place of business at 2500 Innovation Drive, Boston, MA 02210 ("Supplier")

and

Wegmans Food Markets, Inc., a New York corporation with its principal place of business at 1500 Brooks Avenue, Rochester, NY 14624 ("Customer")

RECITALS

WHEREAS, Supplier manufactures and supplies autonomous mobile robots and related spare parts for industrial and commercial applications;

WHEREAS, Customer operates automated warehouse facilities utilizing Supplier's AMR systems and requires a reliable supply of spare parts to maintain such systems;

WHEREAS, the parties desire to establish terms and conditions governing the supply of spare parts by Supplier to Customer;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. DEFINITIONS

- - 2 -

1 "Spare Parts" means any and all replacement components, modules, assemblies, and accessories.

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2 "Specifications" means the technical specifications, performance requirements, and other technical data.

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3 "Facility" means any Customer warehouse or distribution center where Spare Parts are stored.

2. SUPPLY OBLIGATIONS

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1 Supply Commitment. Supplier agrees to manufacture and supply Spare Parts in accordance with the following terms:

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2 Forecasting. Customer shall provide Supplier with:

- (a) 12-month rolling forecast updated quarterly
- (b) Firm orders for the first 3 months of each forecast
- (c) Non-binding estimates for months 4-12

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3 Order Process. Customer shall submit purchase orders specifying:

- (a) Part numbers and quantities
- (b) Requested delivery dates
- (c) Shipping instructions and delivery locations
- (d) Purchase order number and other relevant references

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4 Lead Times. Supplier shall maintain the following standard lead times:

- (a) Critical spares: 48 hours
- (b) Regular maintenance items: 2 weeks

(c) Non-critical components: 4 weeks

3. PRICING AND PAYMENT

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1 Pricing. Prices for Spare Parts shall be as set forth in Exhibit C, subject to a

(a) Raw material cost fluctuations

(b) Labor cost changes

(c) Volume discounts as applicable

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2 Payment Terms

(a) Net 30 days from invoice date

(b) All amounts in USD

(c) Electronic payment via ACH preferred

4. QUALITY AND WARRANTY

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1 Quality Standards. All Spare Parts shall:

- (a) Meet or exceed Specifications
- (b) Be manufactured in ISO 9001 certified facilities
- (c) Include appropriate certification documentation

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2 Warranty. Supplier warrants that Spare Parts will:

- (a) Be free from defects in materials and workmanship
- (b) Function according to Specifications
- (c) Be new and unused at time of delivery

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3 Warranty Period: 12 months from date of delivery

5. INVENTORY MANAGEMENT

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1 Safety Stock. Supplier shall maintain minimum safety stock levels:

(a) Critical spares: 3 months supply

(b) Regular items: 2 months supply

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2 Obsolescence Management

(a) 12 months notice for part discontinuation

(b) Last-time-buy options for Customer

(c) Engineering support for alternatives

6. TERM AND TERMINATION

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1 Term. Initial term of 3 years from Effective Date

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2 Renewal. Automatic 1-year renewals unless terminated

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3 Termination Rights

(a) For convenience with 90 days notice

(b) For breach with 30 days cure period

(c) Immediate for insolvency

7. CONFIDENTIALITY

- - 8 -

1 Each party shall protect confidential information with reasonable care

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2 5-year survival post-termination

8. LIMITATION OF LIABILITY

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1 NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, SPECIAL, OR

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2 SUPPLIER'S TOTAL LIABILITY LIMITED TO AMOUNTS PAID IN P

9. GOVERNING LAW AND JURISDICTION

- - 9 -

1 Delaware law governs

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2 Exclusive jurisdiction in Delaware courts

10. MISCELLANEOUS

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1 Force Majeure

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2 Assignment requires consent

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3 Amendments in writing

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4 Severability

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5 Entire agreement

IN WITNESS WHEREOF, the parties have executed this Agreement as of the
Date.

NAVIFLOOR ROBOTICS, INC.

By:

Name: James Wilson

Title: Chief Financial Officer

Date:

WEGMANS FOOD MARKETS, INC.

By: - 11 -

Name:

Title:

Date:

[Exhibits A, B, and C to be attached]

