

## Standard Terms and Conditions for Supply of Goods and Services from Robotas Technologies Limited

Last revised: July 2013

**1.1 Definitions** In this document the following words shall have the following meanings:

1.1.1 **"Terms & Conditions"** shall mean the clauses, terms and conditions as provided herein;

1.1.2 **"Contract"** shall mean any contract between the Supplier and the Customer incorporating these Terms and Conditions together with the terms of any applicable Quotation, for the sale and supply of Goods or Services, notified by the Supplier to the Customer in writing;

1.1.3 **"Customer"** shall mean the organisation or person who purchases goods and services from the Supplier;

1.1.4 **"Delivery Point"** shall mean the place where delivery of the Goods or Services is to take place under Section 5;

1.1.5 **"Goods"** shall mean any goods agreed in the Contract to be supplied to the Customer by the Supplier (including any part or component of them);

1.1.6 **"Intellectual Property Rights"** shall mean all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable;

1.1.7 **"Services"** shall mean any chargeable service in the Contract to be supplied to the Customer by the Supplier;

1.1.8 **"Quotation"** shall mean any statement of work, tender, quotation, price list or other similar document describing the goods and services to be provided by the Supplier;

1.1.9 **"Supplier"** shall mean "Robotas Technologies Limited"

## 2.0 Conditions Applying

2.1 Unless otherwise agreed in writing, these Terms and Conditions will govern all contracts for the sale and supply of Goods and Services from the Supplier. Any qualification or modification of these Terms and Conditions and any other conditions which the Customer may seek to impose will not apply unless expressly accepted by the Supplier in writing.

2.2 Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Supplier may be entitled in relation to the Goods and Services, by virtue of any statute, law or regulation.

2.3 Nothing in these Terms and Conditions shall affect the Customer's statutory rights as a Consumer.

## 3.0 Contract

3.1 The Suppliers Quotation does not constitute an offer. An order from the Customer based upon the Suppliers Quotation shall constitute the offer. An acknowledgement of that order sent by the Supplier by normal post or email shall constitute the acceptance of that offer. Standard Terms and Conditions for Supply of Goods and Services from Robotas Technologies Limited, state an order shall not be capable of being cancelled from the moment the acknowledgement is posted or sent via email.

## 4.0 Representations

4.1 The only representations in connection with the Suppliers Goods or Services for which the Supplier shall accept liability are those specifically included or referred to in the Suppliers price list or Quotation. No advertising material, leaflets or brochures or any other statement, written or oral, or correspondence shall form part of the Contract unless otherwise specifically agreed between the Supplier and the Customer in writing to be a term of the Contract. It is agreed that on entering into the Contract the Customer is not relying on any other representations.

## 5.0 Delivery

5.1 Delivery Point is ex works Kent, UK unless otherwise stated.

5.2 The date of delivery specified by the Supplier is an estimate only. Time for delivery shall not be of the essence of the contract and the Supplier shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the goods or services, howsoever caused.

5.3 If through lack of instructions from the Customer the Supplier is unable to deliver the Goods or Services to the Customer within 7 days after the date that the Supplier sends the Customer notification that the Goods or Services are deliverable, the Supplier may, where applicable arrange for their storage and at its option, insurance, either at the Suppliers own works or elsewhere and the Customer will pay to the Supplier the reasonable charges and costs for so doing.

## 6.0 Passing of Risk

6.1 Notwithstanding the provisions of Clause 5 hereof all risks of accidental loss or damage to all Goods passes to the Customer either on delivery or if stored by the Supplier under the provisions of Clause 5.3 at the commencement of storage of the Goods by the Supplier.

## 7.0 Loss or Damage Pre-Delivery or In Transit

7.1 Any loss or damage or shortage of Goods must be notified to the Supplier as soon as possible and in any event within 7 days of delivery and in the case of damage the damaged goods and their packaging must be preserved otherwise the Supplier shall be entitled to disclaim liability that the Supplier might otherwise have incurred. The Customer must notify the Supplier of any non-delivery within 14 days of the date of the Suppliers advice of despatch.

## 8.0 Price and Payment

8.1 The price quoted in the Suppliers Quotation is open for acceptance for 30 days. If an order is not received and accepted by the Supplier within the period stated, the Supplier may review its prices.

8.2 All prices quoted are exclusive of any Value Added Tax at the appropriate rate payable in respect to the supply of Goods and Services and any applicable charges as outlined in the Quotation and this will be additionally payable by the Customer.

8.3 Payment of the invoiced amounts shall be in the manner specified in the Quotation and shall be due and payable within 30 calendar days of date of invoice unless otherwise agreed in writing. Invoices will be raised for Goods on delivery and for Services on completion, unless otherwise agreed. Where deposit terms are agreed, payment of the deposit must be made with the placing of the order.

8.4 If the Customer does not pay the whole of the invoice by the required date the Supplier shall be entitled to charge interest on any overdue amount from the date when payment becomes due from day to day until the date of payment at a rate of 4% per annum above the base rate of the Bank of England for the first 15 days after the 30th date of invoice (days 30-45), increasing to 6% annum above the base rate of the Bank of England after 45 days.

8.5 In the event that the Customer's procedures require that an invoice be submitted against a purchase order to receive payment, the Customer shall be responsible for issuing such purchase order before the goods and services are supplied.

8.6 So long as any payment is outstanding whether under this Contract or any other contract between the Supplier and the Customer, the Supplier shall have a lien on of the Customers Goods in the Suppliers possession and the Supplier shall be entitled to retain such Goods or any of them and/or suspend work on any Contract until payment is made.

8.7 So long as any payment is outstanding, the Supplier shall not be obliged to make good any deficiency under the terms of its warranties.

8.8 Cancellation of the Customers purchase order can only be accepted after prior negotiation and agreement. If the Supplier agrees to accept cancellation, part cancellation or return of the Goods, a minimum charge of 20% will be made.

8.9 The Supplier cannot accept liability for any importation taxes, sales taxes or charges that may be levied at delivery destinations outside of the UK.

## 9.0 Retention of Title

9.1 Notwithstanding the delivery of and the passing of risk in the Goods to the Customer, title in the Goods shall not pass to the Customer until:(a) the Customer shall have paid the Supplier in full therefore pursuant to Condition 8.3 and (b) no other sums are then outstanding from the Customer to the Supplier on any account whatever whether or not such sums have become due for payment.

9.2 Until such time as title in the Goods passes to the Customer, the Customer shall hold such Goods as the Suppliers fiduciary agent and bailee, and shall keep such Goods properly stored, protected and insured.

9.3 Until such time as title in the Goods passes to the Customer, the Supplier shall be entitled at any time to require the Customer to deliver up such Goods to the Seller and if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where such Goods are stored and mark, identify and repossess such Goods.

9.4 In the event that the Supplier exercises any of its rights under Condition 9.3 any right of the Customer to sell, dispose of, deal or in any way use Goods in which title has not passed to the Customer shall cease forthwith. This Condition 9.4 is without prejudice to any other rights and remedies available to the Supplier.

9.5 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods, which remain the property of the Supplier.

## 10.0 Warranty

10.1 The Supplier warrants that (subject to the other provisions of these Conditions):

- a) on delivery, the Goods and all their component parts, where applicable, shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and

(b) any Services under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

10.2 The Supplier shall not be liable for a breach of any of the warranties in Condition 10.1 unless:

(a) the Customer gives written notice of the defect to the Supplier (and also to the carrier if the defect is a result of damage to any Goods in transit), within 3 days of the time when the Customer discovers or ought to have discovered the defect; and

(b) the Supplier is given a reasonable opportunity after receiving the notice of examining any Goods which the Customer has alleged to be defective and the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Supplier's cost for the examination to take place there.

10.3 The Supplier shall not be liable for a breach of any of the warranties in Condition 10.1 if:

(a) the Customer makes any further use of any Goods which the Customer has alleged to be defective after giving notice of any such defect; or

(b) the defect arises because the Customer failed to follow any oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or

(c) the defect arises from any Input Material and/or specification supplied by the Customer (or, without limitation, from any change made by the Customer to any Input Material and/or specification supplied by the Customer), or from fair wear and tear, wilful damage, negligence, abnormal working conditions or from any misuse of the Goods; or

(d) the full price for the Goods and/or Services has not been paid by the time for payment stipulated in Condition 8.3; or

(e) the defect is of a type specifically excluded by the Supplier by notice in writing.

10.4 Subject to Condition 10.2 and Condition 10.3, if any of the Goods and/or Services do not conform with any of the warranties in Condition 10.1:

(a) the Supplier shall at its option repair or replace any such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Supplier so requests, the Customer shall, at the Supplier's expense, return the Goods or the part of such Goods which is defective to the Supplier. The Supplier shall, if it opts to replace the defective Goods, then deliver replacement Goods to the Customer at the Delivery Point (at the Supplier's expense), and ownership of the defective Goods shall, if it has vested in the Customer, re-vest in the Supplier; and

(b) the Supplier shall re-perform any Services which are proved to the reasonable satisfaction of the Supplier not to have been performed with reasonable skill and care, or at the Supplier's option, shall refund any monies already paid by the Customer for any such Services.

10.5 If the Supplier complies with Condition 10.4 it shall have no further liability for a breach of any of the warranties in Condition 10.1 in respect of such Goods.

10.6 Except as expressly stated in these Terms and Conditions, all warranties whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the goods and services to be provided by the Supplier.

## **11.0 Indemnification**

11.1 The Customer shall indemnify the Supplier against all claims, costs and expenses which the Supplier may incur and which arise, directly or indirectly, from the Customer's breach of any of its obligations under these Terms and Conditions, including any claims brought against the Supplier alleging that any Goods and/or Services provided by the Supplier in accordance with the Quotation infringes any patent, copyright or trade secret or other similar right of a third party.

## **12.0 Limitation of Liability**

12.1 Except in respect of death or personal injury due to negligence, for which no limit applies, the entire liability of the Supplier to the Customer in respect of any claim whatsoever or breach of these Terms and Conditions, whether or not arising out of negligence, shall be limited to the price paid by the Customer for the Goods and Services to which the claim relates.

12.2 In no event shall the Supplier be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or the Supplier had been made aware of the possibility of the Customer incurring such a loss.

12.3 Nothing in these Terms and Conditions shall exclude or limit the Supplier's liability for death or personal injury resulting from the Supplier's negligence or that of its employees, agents or sub-contractors.

### **13.0 Termination**

Either party may terminate this Contract forthwith by notice in writing to the other if:

13.1 the other party commits a material breach of this Contract and, in the case of a breach capable of being remedied, fails to remedy it within 30 calendar days of being given written notice from the other party to do so;

13.2 the other party commits a material breach of this Contract which cannot be remedied under any circumstances;

13.3 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;

13.4 the other party ceases to carry on its business or substantially the whole of its business; or

13.5 the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

### **14.0 Intellectual Property Rights**

14.1 All Intellectual Property Rights produced from or arising as a result of the performance of this Contract shall, so far as not already vested, become the absolute property of the Supplier and the Customer shall do all that is reasonably necessary to ensure that such rights vest in the Supplier by the execution of appropriate instruments or the making of agreements with third parties.

### **15.0 Force Majeure**

15.1 Neither party shall 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 reasonable control, including but not limited to acts of God, strikes, lock outs, 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 equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

### **16.0 Independent Contractors**

16.1 The Supplier and the Customer are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. The Supplier may, in addition to its own employees, engage sub-contractors to provide all or part of the services being provided to the Customer and such engagement shall not relieve the Supplier of its obligations under this Agreement or any applicable Quotation.

### **17.0 Assignment**

17.1 The Customer shall not be entitled to assign its rights or obligations or delegate its duties under this Contract without the prior written consent of the Supplier.

### **18.0 Severability**

18.1 If any provision of this Contract is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Contract had been agreed with the invalid illegal or unenforceable provision eliminated.

### **19.0 Waiver**

19.1 The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Contract.

### **20.0 Notice**

20.1 Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Specification Document or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free

transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

### **21.0 Entire Agreement**

21.1 This Contract contain the entire agreement between the parties relating to the supply of Goods and Services and supersede any previous agreements, arrangements, contracts, undertakings or proposals, oral or written. Unless expressly provided elsewhere in these Terms and Conditions, these Terms & Conditions may be varied only by a document signed by both parties.

### **22.0 No Third Parties**

22.1 Nothing in this Contract is intended to, nor shall it confer any rights on a third party.

### **23.0 Governing Law and Jurisdiction**

23.1 This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English court.