

Wise Robotics (UK) Limited
Standard Terms and Conditions v13.2
Last Revised December 2020

Interpretation

In these **Terms** and Conditions:-

"Seller"	means Wise Robotics (UK) Limited only, a company registered in England under number 12968279. Registered address: Newton Court Saxilby Industrial Estate Skellingthorpe Road Saxilby Lincoln LN1 2LR VAT No: GB 362 2481 09
"Buyer"	means the ultimate company/organisation who accepts a proposal/quotation or offer of the Seller for the sale of the Products and/or Services or whose order for the Products and/or Services is accepted by the Seller .
"Terms"	means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Buyer and the Seller .
"Business Day"	means any day other than a Saturday, Sunday, or bank holiday.
"Delivery Date"	means the date range on which the Products and/or Services are to be delivered as stipulated in the Buyer's order and accepted by the Seller .
"Product"	means any physical goods and/or digital software and/or digital firmware (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Terms .
"Service"	means any services which the Seller is to supply in accordance with these Terms . Including, but not limited to, Project Management, Training, Implementation, Go Live Assistance, Technical Support, Report Writing, Software Development and Hardware Development.
"Month"	means a calendar month.
"Writing"	includes any communications effected by letter, electronic mail or any comparable means.
"Losses"	Throughout the whole of this contract, the Seller will not be liable to the Buyer in any way for any and all financial losses and/or material losses or consequential financial losses and/or consequential material losses however caused from the supply and/or use and/or failure of the Products and/or Services outlined in this contract whether foreseeable or not.
"Software"	Computer code/programmes that runs on computers.
"Firmware"	Computer code/programmes that runs inside machines/robots.
"Manufacturer"	Company who actually manufactures the Product and/or Software and/or Firmware .
"Warranty Period"	The period of time Products and/or Software and/or Firmware is under warranty from the date of delivery.
"Site"	The Buyer's premises where the Products are to be delivered and/or installed.
"Call out fee"	The Buyer agrees to pay a call out fee when the Seller's employees visit the Buyer's premises to perform service and/or maintenance of Products , Software and/or Firmware . The Call out fee comprises labour rates per hour based on time of day, parts used that are not under warranty, travel time, mileage, reasonable subsistence and hotel costs. The Buyer agrees to pay these costs within 30 days from invoice date.
"Super User"	Where training has been purchased by the Buyer , the Buyer's category of employee who will be trained on the Products , Software and/or Firmware provided by the Seller under this agreement and who will then act to ensure the necessary training is passed to all other of the Buyer's employees who will interact with the Solution .

"Proposal/Quotation"	The Seller's pre sale documentation that constitutes an offer to supply the Buyer with Products and/or Services .
"Contract"	The Proposal/Quotation combined with these Terms and any of the linked terms from the Seller depending on what Products and/or Services the Buyer is purchasing from the Seller .
"Equipment"	The combined Products that the Buyer is purchasing from the Seller under this Contract .
"Solution"	The combined Products, Software, Firmware and Services that the Buyer is purchasing from the Seller under this Contract .
"Grid"	The area where robots work and racks of stock items are stored.
"Cloud Services"	Hosting services provided by an authorised third party to Wise Robotics (UK) Ltd.

Basis of Sale

1. These Standard **Terms** and Conditions together with any of the linked terms from the **Seller** depending on what **Products** and/or **Services** the **Buyer** is purchasing from the **Seller** govern all sales by the **Seller** of any **Product** and/or **Service** and/or **Equipment** and/or **Solution** between the **Buyer** and the **Seller**.
2. All sales of **Products** and **Services** are expressly limited to acceptance of these **Terms**. Any additional or different terms, whether contained in **Buyer's** forms or otherwise presented by the **Buyer**, are rejected unless expressly agreed to and accepted by the **Seller** in **Writing**.
3. No variation to these Conditions shall be binding unless agreed in **Writing** between the authorised representatives of the **Buyer** and the **Seller**.
4. Each party represents that it has validly entered into this **Contract** and that it has the power and authority to do so.
5. The **Seller's** employees and/or agents are not authorised to make any representations concerning the **Products** and/or **Services** unless confirmed by the **Seller** in **Writing**. In entering into the Contract the **Buyer** acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.
6. Sales literature, price lists and other documents issued by the **Seller** in relation to the **Products** and/or **Services** are subject to alteration without notice and do not constitute offers to sell the **Products** and/or **Services** which are capable of acceptance.
7. An order placed by the **Buyer** may not be withdrawn cancelled or altered prior to acceptance by the **Seller**.
8. No contract for the sale of the **Products** and/or **Services** shall be binding on the **Seller** unless the **Seller** has issued a **Proposal/Quotation** which is expressed to be an offer to sell the **Products** and/or **Services** to the **Buyer** or has accepted an order placed by the **Buyer** by whichever is the earlier of:-
 - i) The **Seller's** written acceptance
 - ii) Delivery of the **Products** and/or **Services**
 - iii) The **Seller's** invoice.
9. The **Buyer** accepts that all time frames mentioned by the **Seller** are estimated timescales that the **Seller** will endeavour to achieve. The **Buyer** accepts that these timescales are in no way guaranteed and the **Seller** will not be liable to the **Buyer** for any **Losses** in not meeting these estimated timescales.
10. All **Products** shall be installed by and at the expense of the **Buyer** unless otherwise expressly agreed to by the **Seller** in **Writing**.
11. The **Buyer** shall pay all monies due to the **Seller** in Pound Sterling (GBP) by BACS:
 - Sort code: 60-13-15
 - Account Number: 53229754
 - Account Name: Wise Robotics (UK) Limited

Prices, Taxes, Freight, Payments

1. Prices for **Products** and/or **Services** are applicable only for delivery within UK. Unless stated prices are in Pound Sterling (GBP).
2. The price of the **Products** and/or **Services** does not include sales, use, excise, VAT or any other taxes, or export/import duties, or assessments levied by any federal, provincial, territorial, municipal or other governmental authority that may be owed by the **Buyer** as a result of the purchase of the **Product** and/or **Services**.
3. Unless otherwise agreed between the **Buyer** and the **Seller** in **Writing**, the prices quoted do not include freight, delivery costs and/or container costs to the delivery **Site** and/or unloading. The **Seller** will provide the **Buyer** a quotation for this at time of order. They **Buyer** agrees to pay the **Seller** these freight charges in line with the payment terms outlined on the **Proposal/Quotation**.
4. Unless otherwise agreed between the **Buyer** and the **Seller** in **Writing**, the prices quoted do not include reasonable travel, mileage, hotels and subsistence where the employees of the **Seller** travel to the **Buyers Site**. They **Buyer** agrees to reimburse the **Seller** these charges in line with the payment terms outlined on the **Proposal/Quotation**. The **Buyer** agrees to pay these invoices within 30 days from invoice date.
5. Payments for **Products** and/or **Services** shall be made in the currency outlined on the invoice within the payment terms outlined on the **Proposal/Quotation**. Payments not received when due shall bear interest at six percent (6%) calculated and applied monthly on outstanding amounts. In this event the **Seller** shall invoice the **Buyer** monthly for the interest amount and the **Buyer** agrees to pay this invoice within 30 days from date of invoice.
6. The **Buyer** shall make all payments due for **Products** and/or **Services** in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
7. Unless otherwise agreed between the **Buyer** and the **Seller** in **Writing**, in the **Proposal/Quotation**, the prices shown in the **Proposal/Quotation** are valid for 30 days from the date of the **Proposal/Quotation**.
8. Subject to any special terms agreed in **Writing** between the **Buyer** and the **Seller**, the **Seller** shall invoice the **Buyer** for the price of the **Products** and/or **Services** once the **Seller** has received the signed **Proposal/Quotation** or confirmation to proceed with the **Proposal/Quotation** in writing.
9. All payments shall be made to the **Seller** as indicated on the invoice issued by the **Seller**.
10. Unless otherwise agreed between the **Buyer** and the **Seller** in **Writing**, should the **Buyer** not be purchasing through any leasing agent the **Buyer** agrees to pay 50% of the invoice net value and 100% of the invoice VAT value within 14 days of the invoice date and pay the remaining 50% invoice net value on the first day of Training.
11. Unless otherwise agreed between the **Buyer** and the **Seller** in **Writing**, should the **Buyer** be purchasing through a Wise Robotics (UK) Ltd approved leasing agent the **Buyer** agrees to release 50% of the invoice total to begin Project Coordination and agrees to release the remaining 50% on the first day of Training.
12. Unless otherwise agreed between the **Buyer** and the **Seller** in **Writing**, should the **Buyer** be purchasing through a non-approved Wise Robotics (UK) Ltd leasing agent the **Buyer** agrees to release 100% of the invoice total to begin Project Coordination. If this is not possible the **Buyer** must provide a deposit of 50% which will be refunded when full payment is received from their chosen leasing agent.
13. The **Buyer** forfeits any discount given by the **Seller** (as indicated on the **Seller's Proposal/Quotation**) if the **Buyer** fails to make any required payment at the agreed time. In this event the **Seller** will invoice the **Buyer** for the amount of discount provided. The **Buyer** agrees to pay these invoices within 30 days from invoice date.

Health and Safety, Fire Safety

1. The **Buyer** acknowledges that they must conduct their own analysis of health and safety and fire safety on the **Solution** being provided by the **Seller** and devise, install, maintain and review any and all health and safety and fire safety equipment in order to comply with their own requirements and law in order to keep any person safe from injury or death from **Equipment** risks being installed in the **Solution**.
2. They **Buyer** agrees to ensure that no person other than the **Seller's** employees and its agents are permitted in the area where the **Solution** is being installed until fully handed over to the **Buyer** from the **Seller** in **Writing** by way of certification, the **Buyer** has completed their own health and safety and fire safety inspections analysis and all necessary health and safety and fire safety, equipment and notices have been installed by the **Buyer** and **Buyer** employee and visitor safety induction and training conducted.
3. The **Seller** recommends that the **Buyer**:
 - a. Ensures all robots and racks are contained in a zoned off area called a **Grid** which is not accessible to any person.
 - b. Ensures the **Grid** is suitably fenced off to avoid accidental trespassing by any person and limit the fall of any unsecure items from racks during transit.
 - c. Makes special considerations for any person working in the **Grid** with a physical, hearing or sight disability.
 - d. Ensures a physical permit token system is created and any person working in the **Grid** is required to carry a physical permit token to ensure the **Grid** or part of the **Grid** is not re-activated while all physical permit tokens are not located at a single control station. No person enters the **Grid** without a physical permit token and only a limited number of trained supervisory employees are able to deactivate/activate the **Grid** or part of the **Grid** when all physical permit tokens are present.
 - e. Ensures any person is made aware of the safety risks of entering the **Grid** and ensures they follow the safety rules the **Buyer** elects to implement.
 - f. Ensures any person working within the robot **Grid** area always wears protective footwear.
 - g. Ensures all robots are stopped when any person is working within the robot **Grid** area or the **Buyer** implements the correct safety procedures to allow a working **Grid** to be compartmentalised to allow a safe non robot working area within the **Grid** for workers to enter the zone safely whilst robots continue to move in working robot areas.
 - h. Ensures any person entering into the **Grid** is trained to know where the on robot emergency stop switches are located.
 - i. Ensures any person entering in the **Grid** is trained to know how to present themselves fully to any oncoming robots to avoid crush injuries.
 - j. Ensures that its employees or supervisory staff are trained to use the Pause Controller buttons to allow the robots on the **Grid** to slow down and stop if necessary.
 - k. Ensures no racks are loaded above the maximum weight carrying capacity of the robots being used. The **Buyer** accepts that it is their responsibility to ensure that this situation does not occur for health and safety, fire safety and robot warranty reasons.
 - l. Ensures no racks are loaded above the maximum volume carrying capacity of the robots being used. The **Buyer** accepts that it is their responsibility to ensure that this situation does not occur for health and safety, fire safety and robot warranty reasons.
 - m. Ensures items are stored on the racks in such a way as to prevent items falling from racks in transit for any reason, including but not limited to, floor unevenness, crashes, emergency stops and Pause Controlled stops, for damage prevention, health and safety and fire prevention reasons.
 - n. Ensures the **Equipment** in the **Solution** are not used outside the range of their environmental (humidity, temperature, etc) capabilities. The **Buyer** accepts that it is their responsibility to ensure that this situation does not occur for health and safety, fire safety and robot warranty reasons.
 - o. Ensures for health and safety, fire safety and warranty reasons **Equipment** is serviced by the **Seller's** certified/qualified personnel regularly in line with manufacturers recommendations only using spare parts supplied by the original equipment manufacturer.
 - p. Ensures the robotics **Solution** is linked to a fire alarm in order to stop robot movement in the event of a fire alarm activation.
 - q. Ensures the **Solution** is used under a working fire detection and fire suppression system.
 - r. Ensures fire extinguishers are placed at appropriate positions around the **Grid** where the **Buyer's** health and safety and fire safety inspection has deemed necessary.
 - s. Ensures the robot movement sounders are not disabled and produce a suitable noise to warn any person on the **Grid** nearby of its presence.
 - t. Ensures the **Buyer's** insurance company is notified of the use of the **Equipment** and their considerations met by the **Buyer**.
 - u. Ensures the Local Fire Brigade crews are notified of the use of the **Equipment** and their considerations met by the **Buyer**.
 - v. Ensures all electrical installations are completed by competent, certified electricians to all relevant regulations and laws.
 - w. Ensures a full health and safety and fire safety assessment is carried out by the **Buyer** prior to using the **Solution**.
4. It is the **Buyer's** responsibility to ensure that no person climbs on racking whether on the floor or being lifted by a robot.
5. It is the **Buyer's** responsibility to ensure robots are not ridden on in any way, whether directly or by travelling on racks being carried by robots.

6. Any **Equipment** supplied by the **Seller** should not be attempted to be serviced or repaired by unauthorised personnel. It is the **Buyer's** responsibility to ensure their employees or their agents do not attempt to service or maintain any **Equipment** unless trained and certified by the **Seller** to do so. Any attempt of uncertified persons to service **Equipment** will invalidate the **Equipment's** warranty.
7. It is the **Buyer's** responsibility to continually assess and reassess health and safety and fire safety requirements and communicate, induct, train, and retrain all persons on the **Buyer's** current safety protocols to be used with the **Solution**.
8. The **Buyer** warrants, by consulting third party qualified structural engineers if need be, the building and the floor surface and structure/foundations the **Equipment** is to be used and where the racks and stock items are to be stored and where stations are to be located is suitable and fit for purpose and capable of carrying the weight and volume of all **Equipment** and stock items both in terms of overall load and individual point loading. The **Buyer** accepts that the **Seller** has no prior knowledge or experience of their surface and indemnifies the **Seller** from any and all issues and **Losses** arising from using these areas for the **Solution**.
9. Unless agreed in **Writing** the **Seller** will provide **Super User** level training on the **Products, Software** and **Firmware** only as outlined in the proposal. The **Buyer** is responsible for ensuring all persons interacting in any way with the **Solution** provided by the **Seller** will be trained appropriately for health and safety, fire safety and correct operational use.
10. The **Seller** will erect and display temporary **Site** safety rules for the **Grid** area they are working on during installation. The **Buyer** agrees to ensuring that all persons entering the designated working area will follow **Site** rules and procedures displayed by the **Seller**. The **Buyer** indemnifies the **Seller** from any and all issues and **Losses** arising from these rules not being followed.

Installation and Service

1. Unless otherwise specified in **Writing** by the **Seller**, Installation and Service times are Monday to Friday 9am to 5pm excluding UK bank holidays and public holidays.
2. The **Seller** will furnish adequate **Product** operating instructions to the **Buyer**. The **Buyer** is solely responsible for installation and use of the **Product** in compliance of applicable laws. If the **Buyer** requests the **Seller** to assist with installation and use of the **Product** the **Seller** may, at its option, charge for such services.
3. In the event of a Service Call, the **Buyer** shall be responsible for **Product** and **Site** preparation prior to the arrival of the **Seller** service technician including all safety precautions and obtaining necessary permits. Delays caused by the **Buyer's** failure to complete such preparations may result in the cancellation by the **Seller** of any such Service Call and the **Buyer** shall be responsible for paying the **Seller** the **Call out fee**.
4. The **Seller** may use the services of authorised subcontractors in order to deliver part of the proposal as it sees fit.
5. The **Buyer** will provide, at no cost to the **Seller**, a suitable output from their fire alarm system in order that the **Solution** can be connected to the fire alarm system and the robots deactivated should the fire alarm system be activated.
6. Should the **Seller** allow the **Buyer** to delay the timescales of their project, the **Seller** will reschedule any outstanding **Services** to the **Buyer** and will confirm in writing to the **Buyer** when any outstanding **Services** can be provided to the **Buyer**. The **Buyer** accepts that by delaying their project the **Seller** will reschedule their **Services** to the **Buyer** when able to provide those **Services** and this may not correspond to the length of delay imposed by the **Buyer**.
7. Should the **Buyer** modify their requirements in any way during implementation of the solution the **Seller** will provide the **Buyer** with an additional **Proposal/Quotation** that outlines any additional cost the **Buyer** will need to pay the **Seller** in order to achieve the desired change.
8. Should the **Buyer** modify their requirements in any way during implementation the estimated timescales shown for the implementation on the **Proposal/Quotation** timescales will no longer be valid. The **Buyer** accepts that deviation from the agreed solution on the proposal will have an undetermined impact on the project estimated timescales.
9. Unless otherwise stated, the **Buyer** will provide at no cost to the **Seller** all required electrical power installations at the correct power ratings in the correct locations for the **Products** being supplied in the **Proposal/Quotation**.
10. Unless otherwise stated, the **Buyer** will provide at no cost to the **Seller** all required network and **dedicated** WiFi installations at the correct ratings in the correct locations for the **Equipment** being provided in the **Proposal/Quotation**.
11. The **Buyer** will provide at no cost to the **Seller** all required health and safety and fire safety equipment to protect the **Buyer's** employees and visitors that comply with their health and safety and fire safety requirements and law for the **Equipment** being provided in the **Proposal/Quotation**.
12. Unless otherwise stated, the **Buyer** accepts that the **Seller** has provided no costs or designed any solution for any works relating to interfacing the **Solution** with external hardware or software systems including warehouse control software systems and/or stock management systems the **Buyer** currently uses or plans to use.
13. The **Seller** will provide project coordination, data importation, training, reports, layouts, support and any required development work from the **Seller's** premises unless otherwise agreed in writing by the **Seller**.
14. **Software** will be provided to the **Buyer** by the **Seller** at time of training.
15. Any reports and/or layouts and/or dashboards outlined in any **Proposal/Quotation** will be provided after the **Buyer** has attended training as requirements/specifications for such may change during training.
16. Any estimated completion date for additional software development, layouts, reports or KPI dashboards detailed on the **Proposal/Quotation** is in no way guaranteed. The **Seller** makes no warranties, implied or otherwise, that these dates can be met. The **Buyer** is made aware of the complex nature of software development and therefore its inability to guarantee these timescales.

17. The **Buyer** agrees to allow the **Seller** and their agents access to implement the **Solution** as required by the **Seller** and agree not to hinder or obstruct the implementation process in any way.
18. The **Buyer** agrees to provide **Site** welfare facilities (toilets, canteen, electricity, internet access and drinkable water), for the **Seller's** employees and their agents throughout implementation.
19. The **Buyer** agrees to correct any defects or issues in existing installations that would have a negative impact in the **Solution** being provided by the **Seller** immediately on **Written** notification by the **Seller** and at no cost to the **Seller**.
20. Any and all charges passed to the **Seller** from third parties as a result of unplanned delays, incidents or work required caused by the **Buyer** outside the scope of the **Proposal/Quotation** will be recharged to the **Buyer**. This includes but is not limited to, missed delivery charges, failure to provide labour as agreed, failure to provide data as agreed and/or not installing electrics or networking. The **Seller** will invoice the **Buyer** for these charges and the **Buyer** agrees to pay the **Seller** within 30 days from the date of the invoice.
21. The **Seller** will erect and display temporary **Site** health and safety rules for the **Grid** area they are working on during installation. The **Buyer** agrees to ensuring that all persons entering the designated working area, will follow **Site** rules and procedures displayed by the **Seller**.
22. The **Buyer** agrees to provide every assistance in a timely fashion, at their own cost, to the **Seller** to successfully implement the **Solution** when requested to do so by the **Seller** in **Writing**.
23. The **Seller** will confirm training dates in **Writing**. Any cancellation or movement by the **Buyer** of these dates will be subject to the following charges.
 - a) Dates cancelled or changed 28 or more days prior to the agreed dates – no charge.
 - b) Dates cancelled or changed between 28 and 14 days prior to the agreed dates – 50% of the training cost.
 - c) Dates cancelled or changed less than 14 days prior to the agreed dates – 100% of the training cost.

The **Buyer** agrees to receive an invoice for such charges and pay the **Seller** and pay the invoice within 30 days from invoice date. The **Buyer** accepts that cancelling or moving training will have a material impact on the solution timescales and indemnifies the **Seller** from any and all impacts and **Losses** caused because of the cancellation or movement. The **Buyer** accepts that the **Seller** cannot guarantee to move the training to same amount of time cancelled time by the **Buyer** due to the **Seller's** availability.

24. Deliveries may arrive at the **Site** in shipping containers and the **Buyer** agrees to unload these deliveries and store the items in an appropriate secure, dry, storage area without delay or cost to the **Seller**. The **Buyer** acknowledges that the unloading of containers is time limited and will require fork lift trucks fitted with long blades, licenced trained drivers and ratchet straps. The **Seller** will provide the **Buyer** notifications of when the container shipments are due and ensure employees from the **Seller** on hand to supervise.
25. The **Buyer** agrees to transport items delivered to **Site** to the location they are to be used without delay or cost to the **Seller**.
26. In order for the **Solution** to function data importation can only be made from specific data formats and may need the **Buyer** to perform extra work on the data they provide to ensure that correct/factual information is imported into the **Solution** for the benefit of the **Buyer**. The **Buyer** will ensure that these data formats are met without cost to the **Seller** and ensure the quality of the data is accurate. Unless otherwise stated in **Writing** the **Seller** will perform one data import into the **Solution** for the **Buyer**. Additional data imports can be purchased by the **Buyer** from the **Seller**. The **Buyer** indemnifies the **Seller** from any and all issues and **Losses** arising from the **Buyer** providing inaccurate data.
27. Unless agreed in **Writing** the **Seller** may provide **Super User** level training on the **Products, Software** and **Firmware** only as outlined in the **Proposal/Quotation**. The **Buyer** is responsible for ensuring all personnel and visitors interacting in any way with the **Solution** provided by the **Seller** will be trained appropriately for health and safety, fire safety and operational use.
28. Whilst on site, the **Seller** demands and the **Buyer** agrees that both parties abide by Coronavirus procedures implemented for the **Solution** implementation, service and maintenance visits as follows. Relevant employees and any third parties involved in the project at the **Site** of implementation and during face to face meetings will:
 - a) Follow Government National and Local guidance regarding the COVID-19 outbreak.
 - b) Wear protective masks at all times.
 - c) Use Hand Sanitiser on entering and exiting the **Site**.
 - d) Use Hand Sanitiser every 30 minutes whilst working in and around the **Solution**.
 - e) Ensure any person with any Coronavirus symptom be sent to self isolate for the appropriate duration.
 - f) Each party notifies the other of any employees or third parties being positively diagnosed with COVID-19 in **Writing**.

Support

1. For **Products**: Support is provided to the **Buyer** from the **Seller** during the **Warranty period** of the **Products** purchased on the **Proposal/Quotation**. Once warranty expires additional service and maintenance contracts can be purchased at additional cost to the **Buyer**.
2. For **Software**: Support is provided for the period stated in the **Proposal/Quotation** or 1 Year from the date of Proposal/Quotation (whichever is the lesser). Once Support expires additional **Software** Support contracts can be purchased at additional cost to the **Buyer**.
3. Unless otherwise specified in **Writing** by the **Seller** support is provided by telephone only and telephone support times are Monday to Friday 9am to 5pm excluding UK bank holidays and public holidays.
4. The **Buyer** agrees to submit support requests by email, telephoning a Support Telephone Number or submitting an on-line support request.
5. The average Support Service Level Agreement response times calculated annually are based on what the **Seller** deems the priority of the nature of the support request from the **Buyer** and unless agreed otherwise with the **Seller** in **Writing** will be:
 - a. Critical – Whole **Solution** down - 30 Business Minutes
 - b. Urgent – Part **Solution** down but **Solution** still running - 4 Business Hours
 - c. Standard – Not Critical or Urgent - 8 Business Hours
6. Unless otherwise specified in **Writing Site** visits from the **Seller** to the **Buyer's** premises are not included during the **Warranty period**.
7. Unless otherwise specified in **Writing Site** visits required for Support from the **Seller** to the **Buyer's** premises will incur the **Call out fee**.

Spare Parts

1. Should the **Buyer** purchase the facility from the **Seller** of having spare parts on the **Site** owned by the **Seller** the **Buyer** agrees to:
 - a) Spare parts remain the property of the **Seller** until paid for by the **Buyer** or returned to the **Seller's** premises.
 - b) Continually maintain insurance for the spare parts against all risks until paid for by the **Buyer** or returned to the **Seller's** premises and provide evidence of this in **Writing** to the **Seller** when requested by the **Seller**.
 - c) Store spare parts as recommended by the Manufacturer in a secure area and allow the **Seller** access control at all times.
 - d) Not charge the **Seller** for storing spare parts.
 - e) Not to move the spare parts from the **Site** and/or the agreed location.
 - f) Not use the spare parts to service/maintain robots unless certified to do so.
 - g) Always inform the **Seller**, within 2 **Business Hours**, when a spare part is used.
 - h) Treat all spare parts as part of the **Solution** for health and safety and fire safety purposes.
 - i) Allow the **Seller** to remove spare parts from the store as and when needed.
 - j) Agrees to pay the **Seller** within 30 days from date of invoice for spare parts removed, missing or damaged from these stores.

Spare Robots

1. Should the **Buyer** purchase the facility from the **Seller** of having spare robots on the **Site** owned by the **Seller** the **Buyer** agrees to:
 - a) Robots remain the property of the **Seller** at all times.
 - b) Pay for the maintenance and servicing of the spare robots.
 - c) Continually maintain insurance for the robots against all risks until robots are returned to the **Sellers** premises and provide evidence of this in **Writing** to the **Seller** when requested by the **Seller**.
 - d) Not move the spare robots from the **Site**.
 - e) Store spare robots on the **Grid**, ready for use.
 - f) Not charge the **Seller** for storing spare robots.
 - g) Not use the spare robots unless to replace a temporarily out of service robot the **Buyer** owns, and which was originally supplied by the **Seller**.
 - h) Always inform the **Seller**, within 2 **Business Hours**, when a spare robot is used.
 - i) Ensure the spare robot is charged and ready to become active when required.
 - j) Not attempt to service, maintain or disassemble spare robots.
 - k) Treat all spare robots as part of the **Solution** for health and safety and fire safety purposes.
 - l) Agrees to pay the **Seller** within 30 days from date of invoice for charges relating to the use of spare robots.

Security Interest

1. Title shall not pass to the **Buyer** from the **Seller** until the **Buyer** has paid the **Seller** for the **Equipment** and **Services** on the **Proposal/Quotation** and payment has been satisfactorily received by the **Seller**.
2. All risks for **Products** pass to the **Buyer** from the **Seller** once products are delivered to **Site**. Until the **Seller** has received full payment from the **Buyer**, the **Buyer** shall carry such insurance, for all risks, on the **Products** sufficient to pay the **Seller** all outstanding amounts for **Products** delivered to **Site** but not paid for by the **Buyer**.
3. The **Buyer** is prohibited from moving the **Equipment** off the **Site** until the **Buyer** has paid the **Seller** in full for the **Contract** and payment satisfactorily received by the **Seller**.
4. The **Buyer** is prohibited from selling the **Equipment/Products/Solution/Services** until the **Buyer** has paid the **Seller** in full for the **Contract** and payment satisfactorily received by the **Seller**.
5. The **Buyer** shall not be entitled to assign the **Contract** or any part of it without the prior written consent of the **Seller**.
6. To secure the **Buyer's** obligation to pay for the **Products**, the **Buyer** hereby grants to the **Seller**, and the **Seller** shall retain, a first priority purchase money security interest in the **Products** and their proceeds (including accounts receivable), which security interest shall be superior to any other security interest granted or created by the **Buyer** and shall be first on the **Products**. This security interest shall continue until the **Seller** receives full payment of all amounts owing to it in respect of the **Products**.
7. When requested by the **Seller**, the **Buyer** shall execute and deliver any and all documents as may be necessary to allow the **Seller** to perfect its security interest in the **Products**, including, but not limited to a separately executed security agreement or similar statement.
8. The security interest granted the **Seller** in this section shall not be affected even if the **Products** are attached to property.
9. If default is made in any of the payments by the **Buyer**, the **Seller** shall be entitled to the immediate repossession of the **Products** without prejudice to any further damages and/or losses which the **Seller** may suffer by reason of the **Buyer's** refusal or failure to pay or surrender the **Products**. In this event the **Buyer** agrees that all sums paid to the **Seller** prior to repossession are retained by the **Seller**.

Warranty

1. The **Seller** warrants that it will supply/provide the **Products** and/or **Services** and/or **Solution** using commercially reasonable care and skill.
2. The **Seller** does not warrant that the **Products** and/or **Services** will be performed error-free or uninterrupted, that the **Seller** will correct all errors, or that the **Products** and/or **Services** will meet the **Buyers** requirements or expectations. The **Seller** is not responsible for any issues related to the performance, operation or security of the **Products** and/or **Services** that arise from **Buyer's** data or third party applications or services provided by third parties.
3. For **Services**, the **Seller** warrants that the **Services** will be of workmanlike quality and will be performed by trained personnel.
4. For any breach of the **Service** warranty, the **Buyer's** exclusive sole remedy and the **Seller's** entire liability shall be the correction of the deficient **Service** that caused the breach of warranty.
5. For **Software** or **Firmware** purchases for upgrades developed by the **Seller**, revisions or additions, the **Seller** warrants that for thirty (30) days after proper installation the **Software** or **Firmware** will be free from substantial errors and defects and shall meet written specifications.
6. For all new **Products**, the **Seller** warrants that for 12 months after delivery (the **Warranty Period**) the **Products** will meet their published specifications. The **Seller** disclaims all other representations and warranties of any kind with respect to the **Products**, including, without limitation, any warranties or representations as to merchantability, fitness for a particular purpose or infringement. In order for the **Product** warranty to be valid the **Buyer** must, within thirty (30) days after receipt of the **Product**, complete and return to the **Seller** its Warranty Registration Form.
7. For **Software** manufactured by the **Seller**, the **Seller** warrants that for 12 months after delivery (the **Warranty Period**) when used as intended the software will substantially perform as it is intended to do so by the **Seller**. The software warranty does not apply to the **Buyer** where software defects occurred from:
 - a. Incorrect specifications or information supplied by the **Buyer**.
 - b. The **Buyer** misusing the **Software**.
 - c. By any modification to the software performed by the **Buyer** or any third-party unless specifically authorised in **Writing** by the **Seller** in advance.
 - d. By the **Buyer** or third parties altering settings in the **Software**.
 - e. The **Buyer's** computer hardware and/or infrastructure causing the **Software** to be slow.
8. For **Software** not manufactured by the **Seller**, the **Seller** warrants that for the **Manufacturer's** Warranty period after delivery (the **Warranty Period**) when used as intended the software will substantially perform as it is intended to do so by the **Manufacturer**. The software warranty does not apply to the **Buyer** where software defects occurred from:
 - a. Incorrect specifications or information supplied by the **Buyer**;
 - b. The **Buyer** misusing the **Software**.
 - c. By any modification to the software performed by the **Buyer** or any third-party unless specifically authorised in **Writing** by the **Seller** in advance.
 - d. By the **Buyer** or third parties altering settings in the **Software**.
 - e. The **Buyer's** computer hardware and/or infrastructure causing the **Software** to be slow.
9. For **Firmware** not manufactured by the **Seller**, the **Seller** warrants that for the **Manufacturer's** Warranty period after delivery (the **Warranty Period**) when used as intended the firmware will substantially perform as it is intended to do so by the **Manufacturer**. The software warranty does not apply to the **Buyer** where software defects occurred from:
 - a. Incorrect specifications or information supplied by the **Buyer**;
 - b. The **Buyer** misusing the **Firmware**.
 - c. By any modification to the software performed by the **Buyer** or any third-party unless specifically authorised in **Writing** by the **Seller** in advance.
 - d. By the **Buyer** or third parties altering settings in the **Firmware**.
10. To the extent that the **Product** incorporates third party hardware or software, such third-party hardware or software shall be covered only by the hardware or software provider's end-user license agreement warranty and the **Buyer's** remedies are limited solely to those specifically contained therein.
11. For **Software** or **Firmware** purchases for upgrades not developed by the **Seller**, revisions or additions, the **Seller** warrants only the manufacturer's warranty after proper installation.
12. Except as otherwise expressly provided herein, the **Seller** warrants that, to the best of its current knowledge, information and belief, the **Product(s)**, their sale, possession and intended use do not infringe on any foreign Patent. This warranty extends only to infringement claims which pertain to the **Products** and to methods performed by the **Products**. This warranty does not extend to any charge of infringement which pertains to an article of Manufacture or which arises by reason of use of the **Products** in conjunction

with other machinery not manufactured by the **Seller** or which arises from use of the **Products** in the practice of any process involving more than the inherent mode of operation of the **Products**. The **Seller** reserves the right to discontinue the delivery of any **Product**, the manufacture, sale or use of which, in its opinion, would infringe upon any Patent now or hereafter issued and under which the **Seller** is not licensed.

13. The **Seller's Product** Warranty shall be void if:
 - a. The **Product** is not stored or handled correctly by the **Buyer** or a third party.
 - b. A defect resulted from damages occurring after delivery of the **Product** caused by the **Buyer** or a third party.
 - c. A defect was caused by the acts, omissions or negligence of the **Buyer** or a third party.
 - d. The **Product** was incorrectly installed, incorrectly handled, misused, altered or was not maintained properly by the **Buyer** or a third party.
 - e. The **Product** is used outside its environmental conditions.
 - f. The **Product** is used outside its weight capacity.
 - g. The **Product** is used outside its volume capacity.
 - h. The **Product** is not used for its true intended purpose. Should there be any debate over the true purpose of a product, the **Seller's** decision is final.
 - i. The **Product** is used or exported outside of the country in which they were delivered without notice to and written consent from the **Seller**.
14. Preventive maintenance performed at documented intervals may be required to perfect all **Product** warranties. Preventive maintenance and parts must be provided by the **Seller's** authorised service personnel and, if performed by the **Seller**, will be billed to the **Buyer** as a **Call out fee**.
15. Replacement parts provided, and **Products** repaired, under warranty shall be warranted for the greater of either:
 - a. The warranty provided by the manufacturer of the replacement part.
 - b. or The remainder of the original Warranty Period for the **Product**.
16. Warranty on any robot and any replacement parts within it also under warranty are invalid should the robot have carried weight or volume beyond its stated maximum weight limit and/or a rack is found on the **Grid** to be heavier than the maximum weight or volume capacity limit for the robots being used. It is the **Buyer's** responsibility at all times to ensure racks are never loaded beyond the maximum weight or volume capacity of the robots being used. The **Seller** reserves the right to spot check and weigh and/or measure any racks they believe are beyond the capacity of the robots being used and the **Buyer** agrees to allow this process to be conducted unhindered. If a rack is found to be over the weight or volume capacity of the robots being used the warranty and any replacement parts within it for all robots which have lifted that rack will become automatically invalid.
17. Warranty on any robot and any replacement parts within it also under warranty are invalid should the robot be used outside the environmental conditions for the robots being used. It is the **Buyer's** responsibility at all times to ensure robots are not used outside their environmental limitations. The **Seller** reserves the right to spot check environmental conditions should they believe they are beyond the capacity of the robots being used and the **Buyer** agrees to allow this process to be conducted unhindered. If environmental conditions are beyond that of the robots being used the warranty and any replacement parts within it for all robots used in these conditions will become automatically invalid.
18. Warranty excludes consumable items within the robots. These items whether new or replaced are warranted for 3 months from the date of installation, under correct working conditions, and are all wearing parts such as castors, belts, wheels, lift plates, bushes and bearings.
19. To the extent not prohibited by law, these warranties are exclusive and there are no other express or implied warranties or conditions including for software, hardware, systems, networks or environments or for merchantability, satisfactory quality and fitness for a particular purpose.

Defective Products & Services – Sole Remedies

Listed below are the Sole Remedies entitled to the **Buyer** from the **Seller** for any breach of warranty. The **Buyer's** exclusive remedy and the **Seller's** entire liability shall be the correction of the deficient **Products** and/or **Services** that caused the breach of warranty.

1. **Product:** If a **Product** does not conform to the **Product Warranty** and the **Warranty** is not otherwise excluded as provided herein, then the **Buyer** must, as soon as possible, notify the **Seller** in **Writing** of such non-conformance. Upon receipt of such a report, the **Seller** will schedule an inspection of the alleged defective **Product**. If the **Seller** determines that the **Product** does not comply with the **Product Warranty**, then the **Seller** will repair or replace the defective **Product** at no cost to the **Buyer**. Such repair or replacement remedy is the only remedy available to the **Buyer** for any breach of the **Product Warranty** and shall be exclusive and in lieu of all other remedies otherwise available to buyer at law or in equity. Should the **Product**, after inspection, be deemed not be faulty the **Buyer** agrees to pay the **Seller** the **Call out fee**.
2. **Service:** If any failure to meet the Service warranty appears within thirty (30) days after the **Services** are completed, the **Seller** shall again perform, or cure, those **Services** directly affected by such failure, at its sole expense. The **Buyer's** sole remedy for defective services shall be limited to the cost of reperforming or curing such services. In order to receive this remedy the **Buyer** must notify the **Seller**, in **Writing**, of any claimed deficiency within thirty (30) days of completion of the services. The remedy set forth herein is exclusive and in lieu of all other remedies otherwise available to buyer at law or in equity.
3. **Software:** If any **Software** written by the **Seller** is reported by the **Buyer** to have a substantial bug within the warranty period for that **Software**, the **Seller**, on agreement of the substantial nature of the bug, will provide a **Software** fix by way of either a new install as this becomes available or **Software** patch, at the **Seller's** discretion.
4. **Software:** If any **Software** not written by the **Seller** is reported by the **Buyer** to have a substantial bug, the **Seller**, on agreement of the substantial nature of the bug, will notify the manufacturer in **Writing** and provide a **Software** fix by way of either a new install or **Software** patch as this becomes available from the **Software** manufacturer.
5. **Firmware:** If any **Firmware** not written by the **Seller** is reported by the **Buyer** to have a substantial bug, the **Seller**, on agreement of the substantial nature of the bug, will notify the manufacturer in **Writing** and provide a software fix by way of either a new **Firmware** update or **Firmware** patch as this becomes available from the **Firmware** manufacturer.
6. To the extent that the **Product** incorporates third party hardware, **Software** or **Firmware**, such third-party hardware, **Software** or **Firmware** shall be covered only by the hardware, **Software** or **Firmware** provider's end-user license agreement warranty and the **Buyer's** remedies are limited solely to those specifically contained therein.

Returns/Cancellation/Pausing by Buyer

1. No **Product** may be returned to the **Seller** without the **Seller's** prior written consent and only **Products** that are faulty and under **Warranty** can be returned. **Software** and **Firmware** cannot be returned to the **Seller**.
2. No order, or part of an order, from the **Buyer** which has been accepted by the **Seller** may be placed on hold, paused or delayed, in part or in total, for a period of over three calendar months from the date of the signed **Proposal/Quotation** by the **Buyer** except with the agreement in **Writing** of the **Seller**, which consent the **Seller** may withhold in its sole discretion, on the terms that the **Buyer** shall indemnify the **Seller** in full against all loss including, but not limited to: (including loss of profit), costs (including the cost of all labour and materials), damages, storage charges, handling charges, finance charges, shipping charges and all other expenses and costs incurred by the **Seller**. The **Buyer** agrees to receive an invoices from the **Seller** for such costs and pay the invoice within 30 days from date of invoice.
3. Returned **Products** must be securely packed by the **Buyer** in its original packaging to reach the **Seller** in resalable condition without damage. The **Buyer** must obtain a Return Authorisation Number from the **Seller** prior to returning any **Product**. The **Buyer** is solely responsible for the costs and risks of returning the **Product** to the **Seller**. Risk of loss for the returned **Product** will transfer to the **Seller** when the **Product** has been unloaded into the **Seller's** premises and inspected by the **Seller** and confirmed in **Writing** to be in acceptable condition by the **Seller**. Reimbursement for returned **Products** shall not in any case exceed the full credit of the purchase price less discounts, all application specific engineering expenses, raw materials and/or supplies used, plus a fifteen percent (15%) restocking fee.
4. The order, or part of an order, shall not, for any reason, be cancelled by the **Buyer** without the **Seller's** prior consent in **Writing**, which consent the **Seller** may withhold in its sole discretion. If the **Seller** consents to such a cancellation, any deposits paid to the **Buyer** by the **Seller** are not refundable. The **Buyer** shall pay the **Seller** as follows: all the **Seller's** project costs to date including, but not limited to, all labour and consultancy costs, travel, subsistence, hotel, travel expenses, work in progress, any raw materials used, any **Product, Software and Firmware** that is not delivered back in to the **Seller's** premises at the cost of **Buyer** in new resalable condition together with its packaging, storage, shipping, handling, finance charges, supplies used and for which financial commitments have been made by the **Seller** in connection with such cancelled order or part order (paid for on the basis of the **Seller's** full cost) plus a cancellation premium of fifteen (15%) percent of the full price of the order. The **Buyer** agrees to receive invoices from the **Seller** for such costs and pay the invoices within 30 days from date of invoice.
5. Where cancellation/refund of any part of the order is agreed by the **Seller** in **Writing** and the order contains **Products** and/or **Services** at a discounted value, the discount value will be deducted from any refund of monies owed to the **Buyer**.

Indemnification

1. The **Buyer** shall defend, indemnify and hold the **Seller** and its employees and agents harmless, from and against all sums, claims, costs, duties, liabilities, **Losses**, obligations, suits, actions, damages, penalties, awards, fines, interest and other expenses (including investigation expenses and legal fees) that the **Seller** may incur or be obligated to pay as a result of:
 - a. The **Buyer's** negligence in the use, ownership, maintenance, transfer, export, transportation or disposal of the **Product**
 - b. Any infringement or alleged infringement of the industrial and intellectual property rights of others arising from the **Buyer's** plans, specifications (including the **Buyer's** trademarks and brand names)
 - c. The **Buyer's** violation or alleged violation of any national laws or regulation, including without limitation, the laws and regulations governing product safety, general safety, fire safety, labelling, packaging and labour practices
 - d. The **Buyer's** breach of these **Terms**.
2. The **Buyer** indemnifies the **Seller** from any and all claims arising from injury or death and/or any damage from fire where the **Buyer** has not performed the necessary health and safety, and fire safety, inspections and devised, installed, maintained and reviewed the necessary safety, and fire safety, equipment, including applying any relevant safety notices where required by their own safety, and fire safety, analysis, the **Sellers** recommendations and required by UK law.
3. It is the **Buyer's** responsibility to verify the suitability of the **Products** and/or **Services** prior to purchase. The **Seller** is not liable for any such lack of verification or assumptions by the **Buyer**.
4. The **Buyer** recognises that the opportunity existed prior to sale to instruct the **Seller**, at the **Buyer's** expense, to mockup the proposed solution in its Sandbox area. If the **Buyer** has not paid the **Seller** to conduct this research the **Buyer** accepts that the **Seller** in no way is able to guarantee the performance of the **Solution** and as such indemnifies the **Seller** from any and all **Losses** should the **Solution** not match any estimated values provided.
5. The **Buyer** agrees to indemnify the **Seller** from any damage caused by the **Buyers** employees or agents to delivered goods from the point of delivery.
6. The **Buyer** accepts that as in any mechanical solution **Equipment** will break down. It is the **Buyers** responsibility to ensure that procedures and spare equipment are in place to minimise disruption to their own business caused by any **Equipment** breakdowns and **Solution** breakdowns. The **Buyer** indemnifies the **Seller** from any and all associated **Losses** however incurred because of these breakdowns. Under no circumstances will the **Seller** be liable for any **Losses** incurred because of these breakdowns.
7. The **Buyer** understands that they and the information they provide are an integral part to the final solution being provided by the **Seller**. The **Seller** accepts no liability for any and all failings of the **Buyer** to act or provide the correct information at the required times and the implications and/or **Losses** incurred of such failings.
8. The **Buyer** accepts that no guarantees can be made as to the speed of any **Product**, **Software** or **Firmware** mentioned in the **Proposal/Quotation**. It is the **Buyer's** responsibility to ensure the hardware/operating systems/anti-virus software/email software and other pre-requisites that the solution mentioned in the **Proposal/Quotation** will meet the required specifications for that solution. The **Seller** accepts no liability for any and all implications and/or **Losses** incurred by the **Buyer** in their failure to ensure these pre-requisites meet specifications.
9. The **Buyer** accepts that no guarantees can be made as to the speed of the solution mentioned in the **Proposal/Quotation**. It is the **Buyer's** responsibility to ensure the solution meets their requirements prior to purchase.
10. The **Buyer** accepts that it is their responsibility to ensure items are stored securely on racks for health and safety and fire prevention reasons. The **Seller** is not responsible for any and all **Losses** or damages for fallen items however caused.
11. The **Buyer** accepts that it is their responsibility to ensure robots and equipment in the **Solution** are not used outside the range of their environmental (humidity, temperature, etc) capabilities. The **Buyer** accepts that it is their responsibility to ensure that this situation does not occur for health and safety, fire safety and robot warranty reasons.
12. The **Buyer** accepts that it is their responsibility to ensure robots and equipment in the **Solution** are not used outside the range of their physical capabilities in both weight and volume capacity. The **Buyer** accepts that it is their responsibility to ensure that this situation does not occur for health and safety, fire safety and robot warranty reasons.
13. The **Buyer** warrants, by consulting third party qualified architects if need be, the building, floor surface, structure and foundations the **Equipment** is to be used and where the racks and stock items are to be stored and where stations are to be located is suitable and fit for purpose and capable of carrying the weight and volume of all employees, **Equipment**, other physical elements and stock both in terms of overall load and individual point loading. The **Buyer** accepts that the **Seller** has no prior knowledge or experience of their surface and indemnifies the **Seller** from any and all issues and **Losses** arising from using these areas for the **Solution**.
14. The **Seller** will erect and display temporary **Site** safety rules for the **Grid** area they are working on during installation. The **Buyer** agrees to ensuring that all persons entering the designated working area will follow **Site** rules and procedures displayed by the **Seller**. The **Buyer** indemnifies the **Seller** from any and all issues and **Losses** arising from these rules not being followed.

15. Any typographical, clerical or other accidental errors or omissions in any sales literature, **Proposal/Quotation**, price list, acceptance of offer, invoice or other document or information issued by the **Seller** shall be subject to correction without any liability on the part of the **Seller**.

Solution Performance

1. It is the **Buyer's** responsibility to verify the suitability of the **Products** and/or **Services** prior to purchase. The **Seller** is not liable for any such lack of verification or assumptions by the **Buyer**.
2. The **Buyer** recognises that the opportunity existed prior to sale to instruct the **Seller**, at the **Buyer's** expense, to mockup the proposed solution in its Sandbox area. If the **Buyer** has not paid the **Seller** to conduct this research the **Buyer** accepts that the **Seller** in no way is able to guarantee the performance of the **Solution** and as such indemnifies the **Seller** from any and all **Losses** should the **Solution** not match any estimated values provided.
3. The **Seller** only warrants that the **Solution**, where used consistently and properly by the **Buyer** as instructed by the **Seller**, will perform broadly as indicated in the **Proposal/Quotation** for the **Solution**.
4. The **Seller** offer no guarantees of performance where the **Buyer** has supplied values, figures, or calculations to which the **Seller** has based its estimated **Solution** performance.
5. It is the **Buyers** responsibility to check any perceived performance or written performance prior ordering the solution as described from the **Seller**.
6. The **Buyer** accepts that the **Seller** is not responsible for the performance of third party suppliers, their **Products** and/or **Services** and the impacts these have on the **Solution**.
7. The **Buyer** accepts that the **Seller** is not responsible for the performance of the **Buyer's** existing infrastructure **Products** and/or **Services** and the impacts these have on the **Solution**.
8. The **Buyer** accepts that the **Seller** is not responsible for the performance of the **Buyer's** employees and their agents and the impacts these have on the **Solution**.
9. The **Seller** reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the **Seller** specification, which do not materially affect their quality or performance.

Expedited Payment / Seller's Right To Cancel

1. If the **Buyer** fails to make any payments on the due dates then, without prejudice to any other right or remedy available to the **Seller**, the **Seller** shall be entitled to:-
 - (a) cancel the order or suspend any further work performed for the **Buyer**;
 - (b) appropriate any payment made by the **Buyer** to such of the **Products** and **Services** (or the **Products** and **Services** supplied under any other contract between the **Buyer** and the **Seller**) as the **Seller** may think fit (notwithstanding any purported appropriation by the **Buyer**); and
 - (c) charge the **Buyer** interest (both before and after any judgement) on the amount unpaid, at the rate of six per cent per annum above National Westminster Bank plc base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).
2. If the financial condition of the **Buyer** at any time does not, in the judgment of the **Seller**, justify continued performance of any instruction/contract, the **Seller**:
 - (a) may require full or partial payment in advance; or
 - (b) shall be entitled to terminate the instruction/contract.and receive payment for all costs incurred to the point of termination.
3. The **Seller** may, by written notice to the **Buyer**, and without any liability to the **Seller** whatsoever, cancel the **Buyer's** instruction/contract if the **Buyer**:
 - (a) fails to perform any of the terms and conditions contained herein or in the purchase order, and the **Buyer** does not cure such failure to the **Seller's** satisfaction within a period of ten (10) days after receipt of notice from the **Seller** in **Writing**; or
 - (b) becomes insolvent, makes an assignment in favour of creditors, or becomes subject to any bankruptcy, dissolution or similar proceeding; or
 - (c) amalgamates with, or all or a substantial part of its assets are sold to, another company, or there is a change of control of the **Buyer**.
4. As a non-exclusive alternative to cancellation, the **Seller** may, by written notice to the **Buyer**, and without any liability to the **Seller** whatsoever, suspend any of its obligations under an instruction/contract for any reason referenced in subsections 3(a) through (c) above.
5. The **Seller's** remedies hereunder are not exclusive, and the **Seller** shall be entitled to avail itself of any and all other remedies available to it at law or in equity.

Limitation of Liability

1. The **Buyer** accepts that the **Seller's** total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the **Contract** shall be limited to the money paid to the **Seller** by the **Buyer** under this **Contract** at the time liability was incurred or £2,500,000 whichever is the lower.
2. The **Seller** shall not be liable to the **Buyer** for any and all **Losses**, pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the **Contract**.
3. In no event, and under no circumstance, shall either party be liable to the other for any punitive, incidental, special, exemplary, consequential or similar type damages, including, but not limited to, any direct and indirect lost profits, lost revenues or lost opportunities regardless of whether those damages were foreseeable.

Force Majeure

1. The **Seller** is not liable for **Losses** or responsible for delay or failure to perform any of the **Seller's** obligations under any purchase order or to make delivery of any **Product** or **Service** caused by:
 - a. Any cause beyond its reasonable control, including, but not limited to: labour disputes, industry disturbance, fires, unusually severe weather conditions, earthquakes, floods, natural disaster, declared or undeclared war, acts of terrorism, epidemics, pandemics, computer malfunctions, civil unrest, military authority, insurrection, embargoes, riots, lack of supplies, delay in transportation, governmental issues, computer hacking, computer malware, computer ransomware, BREXIT, BREXIT related issues or delays, regulatory or legal action, loss of internet, governmental acts, act of God
 - b. By acts or omissions of the **Buyer**, including, but not limited to, **Buyer's** failure to promptly comply with the terms of payment (collectively "Force Majeure Event"). The date of delivery shall be extended for a period equal to the time lost by reason of any of the Force Majeure Event.
2. Without limiting the generality of section 1 above, the parties confirm that they are aware of the Coronavirus epidemic/pandemic. While the parties acknowledge that such epidemic or pandemic may have negative effects on the timely performance of the **Seller's** contractual obligations and/or result in increased costs for the **Seller**, at the time of entering into the applicable contract governed by these **Terms**, the details and severity of any such effects remain unknown and/or unquantifiable. In case the Coronavirus epidemic or pandemic, directly or indirectly, results in the **Seller's** delay, or failure to perform, and/or increased costs of the **Seller's** contractual performance, the **Seller** will not be liable or responsible for any such delay or failure to perform, and the parties shall agree in good faith upon an equitable adjustment of agreed delivery dates and applicable performance schedules, and/or an equitable adjustment of the purchase price, or otherwise agree in good faith regarding a mutually acceptable resolution.

Packaging & Shipment

1. All products will arrive at the **Buyer** in substantial protective shipping materials. It is the **Buyer's** responsibility to recycle or dispose of the shipping materials at the **Buyer's** cost.
2. Shipping dates are approximate. The **Seller** shall endeavour to meet the delivery dates outlined on the proposal. However, if the **Seller** is unable to meet such dates, the **Buyer** shall have no claim against the **Seller** for any **Losses** resulting from any such failure.
3. The **Seller** will make every endeavour to ensure goods shipped from overseas arrive on the days specified, but the **Buyer** accepts that the **Seller** cannot be held liable for any **Losses** the **Buyer** incurs should these deliveries be delayed however caused.
4. Deliveries may arrive at the **Site** in shipping containers and the **Buyer** agrees to unload these deliveries and store the items in an appropriate secure, dry, storage area without delay or cost to the **Seller**. The **Buyer** acknowledges that the unloading of containers is time limited and will require fork lift trucks fitted with long blades, licenced trained drivers and ratchet straps. The **Seller** will provide the **Buyer** notifications of when the container shipments are due and ensure employees from the **Seller** on hand to supervise.
5. The **Buyer** agrees to transport items delivered to **Site** to the location they are to be used without delay or cost to the **Seller**.

Materials for Testing

1. All materials, parts or equipment required for try out or special testing at the **Seller's** test facility ("**Testing Materials**") shall be furnished by the **Buyer** in a timely manner without cost to the **Seller**. Without limiting the generality of the foregoing, the **Buyer** shall be responsible for all shipping costs for the delivery of the **Testing Materials** to the **Seller's** test facility, insurance whilst at the facility and for all costs associated with the return of and/or safe disposal of all **Testing Materials**.

Governing Law

1. These **Terms** and the sale of **Products, Software, Firmware** or **Services** between the **Seller** and **Buyer** shall be governed by the laws of England and the parties agree to submit to the exclusive jurisdiction of the English courts.

Complaints

1. Formal complaints regarding the contract should be emailed to complaints@owrobotics.co.uk whereupon the complaint will be acknowledged within 2 business days and the formal complaints procedure within the **Seller** activated.
2. The **Buyer** agrees that should they raise a formal complaint they do so in **Writing**.

Inspection/Shortage

1. The **Buyer** is under a duty to check all **Services** work within 14 days from implementation. No liability can be accepted by the **Seller** for issues and shortages after that date.
2. The **Buyer** is under a duty to check all **Products** within 12 hours from delivery to **Site**. No liability can be accepted by the **Seller** for issues and shortages after that date.
3. The **Buyer's** attention is drawn to the fact that the software supplied as part of the **Products** and **Services** will be subject to various Software Licence Agreements. Any Software Licence Agreement is in addition to these **Terms** and **Conditions**.

Confidentiality, Publications and Endorsements

The **Buyer** undertakes to the **Seller** that:-

1. The **Buyer** will regard as confidential the **Contract** and all information obtained by the **Buyer** relating to the business and/or **Products** and/or **Services** of the **Seller** and will not use or disclose to any third party such information without the **Seller's** prior written consent provided that this undertaking shall not apply to information which is in the public domain and authorised by the **Seller**.
2. The **Buyer** will not use or authorise or permit any other person to use any name, trademark, house mark, emblem or symbol which the **Seller** is licensed to use or which is owned by the **Seller** in any manner whatsoever unless such use shall have been previously authorised and approved in **Writing** by the **Seller** and (where appropriate) its Licensor.
3. The **Buyer** will use all reasonable endeavours to ensure compliance with this Condition by its employees, servants and agents.
4. This Condition shall survive the termination of the **Contract**.

Cloud Services

1. If the **Buyer** uses the **Cloud Service** provided by the **Seller**, unless specifically included in the **Proposal/Quotation**, the **Buyer** must not use the **Cloud Service** to store or process any sensitive or special categories of data that imposes specific data security or data protection obligations on the **Seller** in addition to or different from those specified or referenced in the **Proposal/Quotation** for the **Services**.
2. If the **Buyer** uses the **Cloud Service** provided by the **Seller**, the **Buyer** agrees that: (i) the **Seller** is not acting on the **Buyer's** behalf as a Business Associate or subcontractor; (ii) the **Cloud Service** may not be used to store, maintain, process or transmit protected health information ("PHI") and (iii) the **Cloud Service** will not be used in any manner that would require the **Seller** or the **Cloud Service** to be compliant with the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented ("HIPAA"). In the preceding sentence, the terms "Business Associate," "subcontractor," "protected health information" or "PHI" shall have the meanings described in HIPAA. 5.1.
3. As between the **Seller** and **Buyer**, all title and intellectual property rights in and to the **Buyer Data** is owned exclusively by the **Buyer**. They **Buyer** acknowledges and agrees that in connection with the provision of the **Products** and/or **Services**, the **Seller** may store and maintain **Buyer Data** for a period of time consistent with the **Seller's** standard business processes for the **Product** and/or **Services**. Following expiration or termination of the **Contract** or a **Buyer** account, if applicable, the **Seller** may deactivate the applicable **Buyer** account(s) and delete any data therein. The **Buyer** grants the **Seller** the right to host, use, process, display and transmit **Buyer Data** to provide the **Products** and/or **Services** pursuant to and in accordance with these **Terms** and the applicable **Proposal/Quotation**. The **Buyer** has sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of **Buyer Data**, and for obtaining all rights related to **Buyer Data** required by the **Seller** to deliver the **Products** and/or **Services**.
4. The **Buyer** shall authorise access to and assign unique passwords and user names to its Users. The **Buyer** will be responsible for the confidentiality and use of User's passwords and user names. The **Buyer** will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, **Buyer Data**, and all other data of any kind contained within emails or otherwise entered electronically through the **Cloud Service** or under **Buyer's** account. The **Seller** will act as though any Electronic Communications it receives under **Buyer's** passwords, user name, and/or account number will have been sent by the **Buyer**. The **Buyer** shall use commercially reasonable efforts to prevent unauthorized access to or use of the **Cloud Service** and shall promptly notify the **Seller** of any unauthorized access or use of the **Cloud Service** and any loss or theft or unauthorised use of any User's password or name and/or **Cloud Service** account numbers.
5. The **Buyer** understands that the technical processing and transmission of the **Buyer's** Electronic Communications is fundamentally necessary to use of the **Cloud Service**. The **Buyer** is responsible for securing DSL, cable or another high speed Internet connection and up-to-date "browser" software in order to utilise the **Cloud Service**. The **Buyer** expressly consents to the **Seller's** interception and storage of Electronic Communications and/or **Buyer Data** as needed to provide the **Product** and/or **Services** hereunder, and the **Buyer** acknowledges and understands that **Buyer's** Electronic Communications will involve transmission over the Internet, and over

various networks, only part of which may be owned and/or operated by the **Seller**. The **Buyer** further acknowledges and understands that Electronic Communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone or other electronic means. The **Seller** is not responsible for any Electronic Communications and/or **Buyer** Data which are delayed, lost, altered, intercepted or stored during the transmission of any data whatsoever across networks not owned and/or operated by the **Seller**, including, but not limited to, the Internet and the **Buyer's** local network.

6. The **Buyer** is responsible for ensuring that its use of the **Cloud Service** to store or process credit card data complies with applicable Payment Card Industry Data Security Standards ("PCI DSS") requirements and shall not store credit card and social security data in the Cloud Service.
7. The **Seller** will act as a data processor, and will act on the **Buyer's** instructions concerning the treatment of the **Buyer's** Personal Data. The **Buyer** agrees to provide any notices and obtain any consents related to the **Buyer's** use of the **Products** and/or **Services** and the **Seller's** provision of the **Products** and/or **Services**, including those related to the collection, use, processing, transfer and disclosure of Personal Data.

General Restrictions

1. The **Buyer** may not, and may not cause or permit others to: (a) use the **Products** and/or **Services** to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking, availability or performance testing of the **Products** and/or **Services**; or (c) perform or disclose any performance or vulnerability testing of the **Products** and/or **Services** without the **Seller's** prior written approval, perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, remote access or penetration testing. In addition to other rights that the **Seller** has in these terms and the **Proposal/Quotation**, the **Seller** has the right to take remedial action if these terms are violated, and such remedial action may include removing or disabling access to material that violates the policy.
2. The **Buyer** may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer (unless required to be permitted by law for interoperability), reproduce, republish, download, or copy any part of the **Products** and/or **Services** (including data structures or similar materials produced by **Software**); (b) access or use the **Products** and/or **Services** to build or support, directly or indirectly, products or services competitive to the **Seller**; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the **Products** and/or **Services** to any third party except as permitted by these terms and the **Proposal/Quotation**.
3. The **Buyer** shall provide accurate, current and complete information on the **Buyer's** legal business name, address, email address and phone number, and maintain and promptly update this information if it should change.
4. Any notice required under these Terms shall be provided to the other party in writing. If the **Buyer** has a legal dispute with the **Seller** or if the **Buyer** wishes to provide a notice, or if the **Buyer** becomes subject to insolvency or other similar legal proceedings, the **Buyer** will promptly send written notice to the **Seller**.

Miscellaneous

1. If any provision of these **Conditions** is held by a court of competent jurisdiction to be invalid or unenforceable in whole or in part the validity of the other provisions of these **Conditions** and the remainder of the provision in question shall not be affected thereby and remain in full force and effect.
2. The waiver by the **Seller** of any breach by the **Buyer** of any provision of any of these **Terms** may not be construed to be either a waiver of the provision itself as to subsequent application or enforcement or any other provision of any of these **Terms**.
3. Nothing that in any way purports to modify any of these **Terms** is binding upon the **Seller** unless made in **Writing** and signed by an authorised officer of the **Seller**.
4. In case of a conflict between these **Terms** and any terms supplied by the **Buyer**, these **Terms** shall prevail unless the **Seller** has expressly agreed to the conflicting term in **Writing**. In case of a conflict between a purchase order from the **Buyer** and the **Seller's** acceptance these **Terms** shall prevail.
5. The **Buyer** may not, directly or indirectly through one or more other persons or entities (whether as a principal, owner, shareholder, partner, member, joint venture, officer, director, manager, consultant, employee, agent, lender or otherwise), use the **Products** to engage in any activity that is substantially similar to or competitive with any part of the **Seller's** or its affiliates' business, including, but not limited to, designing, manufacturing, selling and servicing industrial robots, or developing, selling, or in any way providing industrial robot training programs, warehouse management software and/or stock control/stock management software.
6. The **Buyer** shall not, for the duration of this agreement and up to 12 months after completion, directly or indirectly induce or attempt to induce, or employ in any way, any employees, agents or staff of the **Seller** including those who have been engaged in the provision, receipt, review or management of the **Products** and **Services** or otherwise in connection with this agreement to leave the employment of the **Seller**. Should an employee from the **Seller** be employed by the **Buyer** within this period the **Buyer** agrees to provide 12 months of the employee's gross salary (as previously paid to the employee by the **Seller**) to the **Seller** as compensation. This will be invoiced to the **Buyer** and the **Buyer** agrees to pay this within 30 days of invoice date.
7. The parties confirm that it is their wish that these **Terms**, as well as any other documents relating to these **Terms**, including notices and authorisations, have been and shall be drawn up in the English language only.
8. A person/company who is not a party to the **Contract** shall have no rights under the **Contract** pursuant to the Contracts (Rights of Third Parties) Act 1999.
9. Should the **Proposal/Quotation** outline utilise hosted solutions the **Buyer** accepts that these hosted solutions are covered by additional **Terms**.