

# TERMS (EUROPE)

## Kontrol Freax Ltd

### Standard Conditions of Sale Kontrol Freax Ltd (Europe)

#### DEFINITION OF TERMS

In these terms:

“The Company” means Kontrol Freax Limited.

“The Goods” means all goods and services to be supplied under the Agreement.

“Hardware” means all of the Company’s products.

#### LEGAL CONSTRUCTION

The Agreement shall in all respects be interpreted in accordance with the laws of England.

#### QUOTATION VALIDITY

This quotation remains valid for a period of 30 days only unless otherwise stated or previously withdrawn.

#### CANCELLATION

If you cancel or return your order the Company may, at its discretion, either charge you 30% of the contract price (but min. £5000) for restocking and loss suffered or quantify such loss and charge it to you.

#### PRICE

Unless otherwise stated the price is packed ex-works and excludes installation and training. All prices are stated exclusive of any VAT.

#### RISK

Insurance risk passes to you on dispatch of Goods.

#### SPECIFICATIONS

The Company reserves the right to alter specifications, where necessary, to comply with regulations or legal requirements or where such alterations do not in the Company’s reasonable opinion materially affect your expressed requirements. Errors and omissions are subject to correction.

#### DRAWINGS, PROGRAMS ETC.

The copyright in all illustrations, drawings and other documents supplied by the Company remain vested in the Company and no copies may be taken without the Company’s prior written consent. All computer programs, software or firmware supplied by the Company remain the property of the Company, are provided by means of a non-exclusive, revocable license to use on a specified machine, are to be kept confidential by you, and not to be further copied or divulged to any other party without the Company’s prior written consent.

## **COMPLIANCE**

You are responsible for procuring all consents and for compliance with legal requirements necessary to import into and operate goods within any country other than the United Kingdom.

## **DESPATCH**

The Company will use its best endeavours to dispatch by the date given, but will not accept any liability for failure to do so unless an Undertaking in writing shall have been given by the Company under an agreed penalty (as liquidated damages) for late dispatch and you have suffered loss by the Company's delay. In such cases should dispatch be hindered or delayed by your instructions or lack of instructions or by any cause whatever beyond the Company's reasonable control a reasonable extension of time shall be granted.

## **INSTALLATION**

Where the Agreement includes installation you will upon request provide all necessary site access and facilities to enable the Company's engineers to carry out installation of equipment promptly and without delay. The Company will use all reasonable endeavours to obtain visas and work permits to enable its engineers to carry out the installation. Where required you will assist in obtaining visas and work permits. If, despite the use of such efforts, the Company is unable to obtain visas and work permits it shall be excused from further performance of the obligations to install equipment.

## **WARRANTY**

The Company warrants, to the original purchaser only, that this product will be free from defects in materials and workmanship under normal and proper usage for a period of one (1) year from the date of purchase. The Company's obligation under this warranty is limited to replacing or repairing, at The Company's option, products or parts determined by The Company to be defective in materials or workmanship. This parts and labour warranty is subject to the terms and conditions set forth below. The one (1) year warranty for all robotic systems shall start either 30 days after the date of delivery or on completion of Site Acceptance Tests, whichever is earlier.

## **Terms and Conditions**

### **Notification of Warranty Claims**

All warranty claims must be made in writing and must include date and proof of purchase

### **Extent of liability**

This warranty is given to the original purchaser of the goods only and cannot be assigned, except with the prior written agreement of The Company. Subject to these terms and conditions, The Company will repair or replace, free of charge, any product or defective part provided that the defective part of the product has been returned to The Company or its authorized agent, freight pre-paid. If any defective product has been superseded and cannot be repaired, replacement will be made with a current model of the same quality and equivalent function.

### **Exclusion of Liability**

This warranty does not cover any damage, defects or costs caused by: (1) modification, alteration, repair or service of the product by anyone other than The Company or its authorized representative; (2) physical abuse to, overload of, or misuse of, the product, or operation of the product in a manner contrary to the instructions accompanying the product; (3) any use of the product other than that for which it was intended; or (4) shipment of the product to The Company for service.

UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, COSTS OF RENTING REPLACEMENTS AND OTHER ADDITIONAL EXPENSES, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. ANY EXPRESS WARRANTY NOT PROVIDED HEREIN, AND ANY REMEDY WHICH, BUT FOR THE WARRANTY CONTAINED HEREIN, MIGHT ARISE BY IMPLICATION OR OPERATION OF LAW IS HEREBY EXCLUDED AND DISCLAIMED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH MAY VARY FROM JURISDICTION TO JURISDICTION.

### **PAYMENT**

Unless otherwise agreed, an irrevocable Letter of Credit confirmed by a UK clearing bank is required.

Where an agreed line of credit has been opened with the Company, payment terms are strictly 30 days from the date of invoice.

If payment is not made on the due date, the Company may in addition to all other remedies it has, suspend performance of this and any other agreement with you and/or charge you interest (both before and after judgment) calculated at a daily rate equivalent to 4% over the HSBC PLC base rate applying From time to time in England and Wales.

### **RETENTION OF TITLE**

The property in the Goods shall not pass to you until they have been paid for in full and all other amounts owed by you to the Company on any account have been paid. You may not sell the Goods until the property has passed.

### **BANKRUPTCY**

If you shall become the subject of any formal or informal procedure relating to insolvent persons, firms or companies then the Company may stop any Goods in transit and suspend further deliveries and may determine any contract without prejudice to any existing claim it may have.

**INCOTERMS**

The interpretation placed by Incoterms 1990 on terms of trading obtained in any order resulting from this quotation shall apply.

**FORBEARANCE**

No failure by the Company to exercise any of its rights at any time shall prejudice the rights of the Company under the Agreement or affect the interpretation of future agreements.

**RELIANCE**

By placing your order you acknowledge that you place no reliance on any statement which has been made or may be made concerning the order other than one made by us in writing and any statement is excluded from the agreement.

**CONTRACT**

Any contract entered into would be subject to these Standard 'Conditions of Sale unless otherwise agreed in writing.

1st January 2012