

**CONDITIONS OF SALE (HOME)**

All quotations submitted by Renishaw plc ("Seller") to its customer ("Buyer") are submitted and all orders on Seller are accepted and sales from Seller to Buyer are made on and subject to the following Conditions in which "the Goods" means the goods the subject of such quotation, order or sale.

"Intellectual Property Rights" means any patents, trademarks, registered designs and all applications for registration of them, copyrights or design rights or any right which is similar or analogous to any of these.

"Software" means the computer programs supplied by Seller to Buyer whether as part of or in connection with the Goods or separately that are the subject of a licence granted by Seller to Buyer but excludes computer programs licensed to Buyer by a third party. The licence from the Seller to the Buyer may be contained in a document accompanying the Software (whether or not signed by the parties) or incorporated in the computer programs. If Buyer installs the computer programs, it shall be deemed to have accepted the terms of the licence.

**1. Making of Contract**

Seller's quotations are not offers capable of acceptance and Buyer's orders are not binding on the Seller. No contract exists until Seller issues an acceptance of order on the terms of these Conditions. These Conditions supersede any conditions in the order. No other terms and conditions apply unless specifically agreed by Seller in writing. Any representations about the Goods have no effect unless specifically agreed by Seller in writing. No addition to or modification or waiver of these Conditions shall be effective unless made in writing signed by an authorised official of each party. The licence for the Software shall prevail over these Conditions if there is any inconsistency.

**2. Prices**

(a) Unless otherwise agreed between the parties all prices quoted are prices ex works. If not separately quoted, value added tax shall be payable in addition. All prices and discount rates quoted or notified by Seller are (unless otherwise agreed in writing) subject to variation and shall be replaced with those prevailing at the date of delivery.

(b) If Seller agrees to arrange for carriage of the Goods, then such carriage may be the subject of an additional charge and will be made at Buyer's own risk. Notwithstanding Seller's agreement to arrange such carriage, property and risk in the Goods shall pass to Buyer according to Condition 5 below.

**3. Payment**

Unless otherwise agreed in writing Buyer shall pay in full for the Goods not later than 30 days from the date of invoice. Interest on overdue sums shall be charged at 2 per cent per month until payment is received after as well as before any judgment for such sums.

**4. Delivery**

(a) All delivery dates are estimates only and the time of delivery is not of the essence of the contract. In no circumstances shall Seller be liable to compensate Buyer in damages or otherwise for non-delivery or late delivery of the Goods, or any of them, for whatever reason or for any loss, consequential or otherwise, arising. Buyer shall not be entitled to cancel orders in any circumstances.

(b) If Seller cannot deliver the Goods or any part thereof because of war, riot, explosion, fire, flood, strike, lockout or other industrial dispute, shortage of materials or labour, government restriction or legislation, or any cause beyond Seller's reasonable control (whether similar to any of the foregoing or not) the time of delivery shall be extended by a period equal to that during which the cause preventing or hindering delivery exists. If this Condition applies Seller shall deliver and Buyer shall take and pay for such part of the Goods as Seller shall be able to deliver in accordance with the contract.

(c) Seller shall be entitled to deliver the Goods in one or more consignments unless otherwise expressly agreed. In all cases where delivery is made in one or more consignments or instalments, each consignment or instalment shall be deemed to be made under a separate contract and may be invoiced separately and cancellation of any consignments or instalment shall not void or affect contracts as to other consignments or instalments.

(d) Delivery shall take place at the Seller's works upon despatch or collection. Where Seller has not undertaken to arrange for carriage of the Goods from its works, Buyer shall collect the Goods from Seller's works within seven days of receipt of notice from Seller that the Goods are ready for collection, and if Buyer fails to take delivery of the Goods within that time Seller may, as agent for Buyer, but without surrendering its lien or right of resale as an unpaid seller, arrange for the Goods to be stored at its works or elsewhere and Buyer will pay and indemnify Seller against all storage charges, insurance and other costs, expenses, interest and charges arising from Buyer's failure.

(e) Where Seller has arranged for carriage of the Goods, Buyer shall be deemed to have received such Goods unless it has notified Seller in writing of non-delivery by the due date for payment of the relevant invoice.

**5. Property, Risk and Return of unused Goods**

(a) Risk of loss of or damage to the Goods shall pass to Buyer at the time of delivery.

(b) The property in the Goods shall not pass to Buyer until all sums due or owing to Seller by Buyer on any account have been paid and until payment the following provisions of this Condition 5 shall apply.

(c) The whole of the price shall not be treated as paid until any cheque, bill of exchange or other instrument of payment given by Buyer has been met on presentation or otherwise honoured in accordance with its terms. Seller may sue for the whole of the price at any time after it has become payable.

(d) If the Buyer does not pay any sum owing to Seller on time then Seller shall be entitled to the immediate return of all Goods sold by Seller to Buyer (or the documents of title thereto) in which the property has not passed to Buyer, and Buyer hereby irrevocably authorises Seller to recover the Goods or documents and to enter any premises of Buyer for that purpose. Demand for or recovery of the Goods or documents by Seller shall not itself discharge Buyer's liability to pay the whole of the price and take delivery of the Goods or Seller's right to sue for the whole of the price.

(e) Goods may be returned if they were incorrectly ordered or are no longer needed subject to a charge of £25 or 10% of the value of the Goods (whichever is the greater) and subject to the following conditions:

- (i) the Goods and packaging are in good, resalable condition;
- (ii) the Goods are returned within three months from the date of the invoice for the Goods; and
- (iii) the Goods have not been used.

**6. Buyer's Default**

- (i) Seller may at its option cancel or withhold all further deliveries under the contract if Buyer:
  - (a) does not pay any sum due under this or any other contract between Seller and Buyer on time;
  - (b) being a natural person, dies or becomes bankrupt;
  - (c) being a company, enters into liquidation or if an administrator or receiver or administrative receiver is appointed over all or part of its undertaking, property or assets;
  - (d) enters or offers to enter into any arrangement or composition with his or its creditors; or
  - (e) suffers anything similar or analogous to any of the foregoing under the laws of any jurisdiction in which Buyer is incorporated, resident or carries on business.

Buyer shall immediately give notification to Seller if (ii) - (v) shall apply, and in the case of death, the Buyer's representatives shall give such notification.

**7. Inspection of Goods**

(a) If Seller and Buyer have agreed that the Goods are sold subject to prior inspection by Buyer, such inspection shall take place at Seller's works and once Buyer or his representative has inspected and approved the Goods, the Goods shall be conclusively presumed to be in accordance with the contract and satisfactory in materials and workmanship, and Condition 8 below shall not apply in respect of those Goods.

(b) If Condition 7(a) does not apply to a consignment of the Goods, Buyer must notify Seller of any claims that the Goods are not in accordance with the contract within seven days of delivery (as defined in Condition 4 (d)). If Seller does not receive any claims within such seven-day period, the Goods shall be conclusively presumed to be in accordance with the contract insofar as the same could be established from reasonable examination of the Goods. If Buyer establishes to Seller's reasonable satisfaction that the Goods are not in accordance with the contract Buyer's sole remedy shall be limited, at Seller's option, to the replacement of the Goods or refund of the purchase price against return of the Goods.

**8. Defects in Goods**

(a) Subject to Conditions 7(a), 8(b), 8(c) and 8(d), Seller will make good, by repair or, at its option, by the supply of a replacement, defects which under proper use appear in the Goods within a period of twelve months (or, if Buyer is a manufacturer of equipment for resale with the Goods as an integral part thereof, or purchases the Goods for resale new and unused, a period of fifteen months) after the Goods have been delivered and arise solely from faulty materials or workmanship. The repair or replacement shall not benefit from any warranty and therefore the original warranty of 12 months or 15 months (whichever is applicable) shall remain unaltered from the date of the delivery of the Goods.

(b) Seller is not liable for the quality, performance or fitness for purpose of any hardware manufactured or software licensed by a third party.

(c) If Buyer notifies Seller that the Software does not materially perform to specification under proper use in the 90-day period after delivery Seller shall replace or repair the Software within a reasonable time of notification. No warranty is given that the Software is bug or error-free.

(d) Seller is not liable to Buyer for any such defect unless Buyer immediately gives Seller notice in writing of the alleged defect with full particulars of the operating conditions under which it became apparent and returns the Goods or relevant part carriage paid to Seller's works.

(e) Any items returned to Seller are at Buyer's risk. Repaired or replacement items will be despatched carriage paid by Seller to the address requested by Buyer.

(f) Seller is not liable for any defect and Conditions 8(a) and 8(c) cease to apply if after delivery the Goods or Software have been

- (i) used for any purpose other than that for which they were designed;
  - (ii) installed, used or stored otherwise than in strict accordance with Seller's instructions for use;
  - (iii) used with interfaces or control units not supplied or approved by Seller;
  - (iv) damaged, misused, neglected, not properly cleaned and stored after use or had any of their identification marks or numbers altered or removed;
  - (v) modified and altered in any way without Seller's prior written authorisation; or
  - (vi) damaged as a result of use or operation after any defect in them has become apparent.
- (g) The decision of Seller on all matters governed by this Condition 8 and in particular (but without limiting the foregoing) as to the nature and cause of any defect or malfunction, shall be conclusive, and binding on Buyer.
- (h) Seller is not liable, whether in contract, tort or otherwise, for any damage to or reduced performance of any part of the Goods or any consequential loss arising from failure to follow any instructions as to the use of such part or otherwise brought to the attention of the user of such part or from other misuse.

**9. Custom Built Equipment**

(a) Where the Goods have been manufactured or constructed according to designs or configurations specified by Buyer, Buyer represents and warrants to Seller that:

- (i) the Goods as so designed or configured do not breach any third party's Intellectual Property Rights and will be fit for the purpose for which they are designed or configured;
- (ii) Buyer has or will have satisfied itself that all necessary tests and examinations have been made or will be made prior to the Goods being brought into use to ensure that the Goods are designed, constructed and operational so as to be safe and without risk to the health or safety of workmen or others using the same; and
- (iii) it will take such steps as are necessary to secure that there will be available in connection with the use of the Goods at work adequate information about the use for which they are designed and have been tested and about any conditions necessary to ensure that when put to that use they will be safe and without risk to health.

(b) Buyer shall indemnify Seller against all actions, suits, claims, demands, charges, interest, costs and expenses which Seller may suffer or incur in connection with any claim by any third party alleging facts which, if established, would indicate a breach of the Buyer's representations and warranties contained in this Condition.

**10. Use and disposal of Goods**

(a) Where any items comprised in the Goods have been purchased by Buyer for its own use Buyer shall bring to the attention of all persons using the same all of Seller's instructions and/or recommendations for use including those referred to in Seller's catalogues or brochures or which Seller has otherwise notified to Buyer. Further if any such items are to be used at work Buyer shall take such steps as are necessary to secure that there will be available in connection with the use of the same at work adequate information about the use for which they were designed and about any conditions necessary to ensure that when put to that use they will be safe and without risk to health.

(b) If any item comprised in the Goods is resold by Buyer, Buyer shall bring to the attention of its purchaser all Seller's instructions and/or recommendations for use including those referred to in Seller's catalogues or brochures or which Seller has otherwise notified to Buyer. Further on such resale Buyer shall require its purchaser not to remove any plaque or other label affixed to the Goods referring any user to Seller's instructions and/or recommendations for use and, if the Goods are to be used by such purchaser at work, that such purchaser will take such steps as are necessary to secure that there will be available in connection with the use of the Goods at work adequate information about the use for which they are designed and about any conditions necessary to ensure that when put to that use they will be safe and without risk to health.

(c) Buyer shall not remove any plaque or other label affixed to the Goods referring any user thereof to Seller's instructions and/or recommendations for use.

(d) If either Buyer or its purchaser, being a person intending to use any part of the Goods at work, requires any information as to the use for which such Goods were designed and have been tested and about any conditions necessary to ensure that when put to that use they will be safe and without risk to health for the purposes of satisfying its obligations under any legal requirement relating to health and safety at work, Seller shall provide such information, subject to reimbursement of its out-of-pocket expenses incurred in providing such information.

(e) Buyer shall indemnify Seller against all liabilities losses, interest, costs and expenses which Seller may suffer or incur in connection with any claim by any third party alleging facts which, if established, would indicate a breach of the Buyer's undertakings, representations and warranties contained in this Condition 10 or a breach by any purchaser from Buyer of any undertaking which Buyer is obliged in this Condition 10 to require from such purchaser.

(f) If Buyer is not a private household user of the Goods, Buyer agrees to safely dispose of the Goods in compliance with relevant legislation at its own cost.

**11. Drawings**

All drawings supplied by Seller for installation purposes or otherwise and Intellectual Property Rights in them shall remain the property of Seller. Buyer shall keep the same confidential and shall not use them for any purpose other than that for which they were supplied. Buyer shall return drawings to Seller immediately upon Seller's request and in any event, promptly upon Buyer's requirements for such drawings having been satisfied.

**12. Intellectual Property Rights**

(a) Intellectual Property Rights in the Goods and Software remain the property of Seller (or its licensor) and unless otherwise agreed in writing Buyer is licensed to use the Software only for its intended purpose and only in connection with the Goods.

(b) Condition 12(c) applies where a claim is made against Buyer that any part of the Goods or the Software or any use of the Goods or Software for their intended purpose, infringes the Intellectual Property Rights of any person except where (i) the Buyer has allowed the Goods or the Software to be altered or (ii) the Goods or the Software have been used in combination with machinery, or under the control of programs, not supplied by Seller, and in either such case the claim would not have arisen if such alteration or use had not occurred.

(c) Provided that Buyer gives Seller prompt notice in writing of any claim of the type referred to in Condition 12(b) and allows Seller (if it so wishes) the entire control of the defence and settlement thereof, Seller will pay any costs and damages awarded against Buyer in proceedings brought upon the basis of any such claim.

(d) If any claim of the type referred to in Condition 12(b) is made or is in the opinion of the Seller likely to be made, then either (i) Seller shall be entitled to procure for the benefit of Buyer a licence to use the Goods for their intended purpose, or to modify or replace the Goods so as to avoid infringement without materially diminishing their utility for their intended purpose, or (ii) if the foregoing remedies are in the opinion of Seller not practicable at reasonable cost, Seller shall be entitled to require Buyer to sell the Goods to Seller at its original price after deducting an allowance for depreciation on a straight line basis over the useful life of the Goods as reasonably determined by Seller.

(e) Seller shall have no other or further liability in respect of the alleged infringement of any Intellectual Property Rights other than as specified in this Condition 12.

**13. Limitation of Liability**

(a) **NOTE - THE FOLLOWING PROVISIONS SET OUT THE ENTIRE FINANCIAL LIABILITY OF SELLER FOR ANY BREACH OF CONTRACT AND ANY REPRESENTATION OR NEGLIGENCE UNDER THE CONTRACT.**

(b) All warranties, conditions and terms implied by law are excluded to the fullest extent possible.

(c) Nothing in these Conditions excludes or limits Seller's liability for death or personal injury caused by Seller's negligence.

(d) Subject to Condition 13 (b) and (c) above Seller's total liability in contract, tort (including negligence and breach of statutory duty), misrepresentation or otherwise arising in connection with the contract is limited to £50,000. In addition, and subject to such total liability:

- (i) Seller's liability for defects and Intellectual Property Rights claims is limited to the obligations in Conditions 7, 8 and 12;
- (ii) Seller's liability for breach of obligations under Condition 7 and 8 is limited to the price of the relevant part of the Goods in question;
- (iii) Seller's liability for damage to tangible property is limited to making good or replacing damaged property;
- (iv) Seller is not liable for any indirect or consequential loss or damage (including but not limited to loss of data, profits, business, goodwill or otherwise) or any claims of third parties; and
- (v) Seller is not liable for any claim unless (a) full details of the claim have been given to Seller within one month of the matters giving rise to the claim becoming known to the Buyer and (b) legal proceedings in respect of the claim are begun within 12 months of that date.

(e) Where Buyer resells the Goods by incorporation into Buyer's products Buyer shall indemnify Seller against any third party claims arising out of defects in Buyer's products. This does not apply where the defect is caused by Seller's Goods.

**14. Export Control**

(a) If the Buyer intends to export or re-export any item after receipt from Seller (including deemed exports), the Buyer shall request and obtain all necessary licences for the use and/or export of said items.

(b) In complying with applicable export controls Seller and its suppliers may need to seek an export licence and/or make a rating enquiry to the applicable government(s), which may delay a shipment. Buyer agrees that in such cases Seller is not liable for such delay.

**15. Proper Law**

The contract shall be governed by and interpreted in accordance with English law and Buyer submits to the exclusive jurisdiction of the English courts.