

1. The Repair Contract

- 1.1. These Conditions govern all Contracts between Renishaw UK Sales Limited ("**Renishaw**") and the customer ("**Customer**") in respect of products purchased from or manufactured by Renishaw that are submitted by Customer to Renishaw (a) for repair or (b) for calibration services ("**Product**").
- 1.2. After receiving the relevant Product, Renishaw shall undertake an initial inspection of the Product and issue documentation to Customer, detailing the estimated repair/replacement or calibration charge ("**Estimate**") for the Product and the anticipated shipment date of the repaired, replacement or calibrated Product.
- 1.3. Quotations and repair acknowledgements issued by Renishaw are submitted on these Conditions and are not offers capable of acceptance. Customer's orders are not binding on Renishaw. A contract shall only come into existence on the date Renishaw issues a written confirmation that it will undertake work on these Conditions and the "**Contract**" means the written confirmation, any other terms or documents referenced on that written confirmation and other terms incorporated by these Conditions. These Conditions supersede any conditions in Customer's order. No other terms, conditions or representations shall apply unless specifically agreed by Renishaw in writing. No variation or waiver of these Conditions shall be effective unless made in writing signed by an authorised representative of each party.

2. Repair or Replacement

- 2.1. Renishaw shall use reasonable endeavours to repair the Product to the same functional standard as a new product of the same technical specification as the Product, but where this is not possible or the Product is beyond economical repair, Renishaw will so notify Customer and quote for the costs for its replacement. Renishaw may return the Product to Customer at Customer's expense.
- 2.2. At Renishaw's option, a replacement may be a new unit of the Product at list price ("**Replacement**"), or a repair by exchange ("**RBE**"), being the supply of a unit that meets the same functional standard as a new unit of the Product at the RBE charge (which is less than the list price for a new unit).
- 2.3. If Renishaw agrees to provide an RBE to Customer before the Customer delivers the Product to Renishaw, the Customer shall pay an advance RBE charge. If Customer does not deliver the Product to Renishaw within 14 days of the date that Customer receives the RBE, Customer shall pay Renishaw's then current list price for the Product instead of the advance RBE charge.

3. Charges and Payment

- 3.1. The Estimate is not binding on Renishaw and Renishaw may charge Customer for any additional work required beyond that anticipated on initial inspection of the Product.
- 3.2. The Estimate is exclusive of any applicable value added tax, which shall be payable in addition.
- 3.3. If Renishaw does not identify a defect in a Product submitted for repair, Renishaw may charge Customer its then current "no fault found" fee.
- 3.4. Renishaw will arrange standard delivery of the repaired Product, Replacement, RBE or calibrated Product to the address requested by Customer. Renishaw may charge Customer for the costs of delivery.
- 3.5. Unless otherwise agreed in writing, Customer shall pay Renishaw's invoices in full (in cleared funds) not later than 30 days from the end of the month in which the invoice is dated.
- 3.6. Renishaw may charge interest on overdue sums at the higher of the statutory amount that Seller is entitled to claim for late payments and 4% per annum above Lloyds Bank's base rate accruing on a daily basis until payment is received, after as well as before any judgment for such sums.

4. Shipment dates, Property, Risk and Disposal of Product

- 4.1. All shipment dates are estimates only and the time of shipment is not of the essence of the Contract. Renishaw is not liable to compensate Customer in damages or otherwise for any direct or indirect loss arising if the estimated shipment date is not met.
- 4.2. Property in a Replacement or RBE shall pass to Customer upon full payment of Renishaw's invoice for the relevant charge. Property in the Product shall pass to Renishaw when the Replacement or RBE is delivered to the Customer.
- 4.3. Risk of loss of or damage to the Product shall remain with Customer unless or until property in it passes to Renishaw as set out in 4.2 above, and risk of loss of or damage to a Replacement or RBE shall pass to Customer upon Renishaw's delivery to the carrier.
- 4.4. Where the national legislation on waste electrical and electronic equipment in the country to which Renishaw ships the Replacement or RBE permits Renishaw to delegate such responsibility to Customer, Customer shall be responsible for the disposal of the Replacement or RBE in compliance with the national legislation, at its own cost. Where Renishaw is not so permitted, Renishaw shall be responsible for safe disposal of the Replacement or RBE in compliance with the relevant national legislation, at its own cost.

5. Defects after Repair/Replacement

- 5.1. Subject to Condition 5.2 and 5.3, Renishaw will make good, by repair or, at its option, by the supply of a replacement, defects which arise solely from faulty materials or workmanship and, under proper use, appear in the following period after the date of Renishaw's invoice for the repair, Replacement or RBE: (a) a repaired Product, 3 months, (b) an RBE, 6 months, or (c) a Replacement, either 12 months or such time as stated in any different warranty period for the Replacement or components of the Replacement that is specified in Renishaw's repair acknowledgement, written confirmation or documentation accompanying the Replacement. The warranty in this Condition excludes any consumable items. The repair or replacement provided under the warranty in this Condition shall not benefit from a new period of warranty and therefore the applicable warranty period stated above shall remain unaltered from the date of Renishaw's invoice for the repair, Replacement or RBE.
- 5.2. Renishaw is not liable to Customer for any such defect unless Customer immediately gives Renishaw written notice of the alleged defect with full particulars of the operating conditions under which it became apparent and

returns the repaired Product, Replacement or RBE carriage paid to Renishaw's works.

- 5.3. Any items returned to Renishaw are at Customer's risk. Repaired or replacement items will be despatched carriage paid by Renishaw to the address requested by Customer.
- 5.4. If Renishaw does not identify a defect in the repaired Product, Replacement or RBE, Renishaw may charge Customer its then current "no fault found" fee.
- 5.5. Renishaw is not liable, whether in contract, tort or otherwise, for any defect, damage to or reduced performance of any repaired Product, Replacement or RBE, or for any direct or indirect losses, and Condition 5.1 shall cease to apply if, after delivery, the repaired Product, Replacement or RBE has been:
- (i) used for any purpose which is not contemplated by Renishaw's instructions for use;
 - (ii) installed, used or stored in a way that is not in strict accordance with Renishaw's instructions for use, or otherwise brought to the attention of Customer, including where installation has been undertaken by persons not authorised by Renishaw;
 - (iii) used with materials, equipment or software which is not contemplated by Renishaw's instructions for use;
 - (iv) damaged, misused, neglected, not properly cleaned and stored after use or had any identification marks or numbers altered or removed;
 - (v) modified and altered in any way without Renishaw's prior written authorisation;
 - (vi) damaged as a result of use or operation after any defect has become apparent;
 - (vii) damaged as a result of failure or fluctuation of electrical power or environmental systems; or
 - (viii) damaged as a result of fire, flood, theft, act of god, war, terrorism or similar event, and Renishaw may invoice Customer for any repairs required to the repaired Product, Replacement or RBE in such circumstances.
- 5.6. The decision of Renishaw on all matters governed by this Condition 5 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 Customer.

6. Limitation of Liability

- 6.1. **THIS CONDITION SETS OUT RENISHAW'S TOTAL LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, MISREPRESENTATION OR OTHERWISE ARISING UNDER OR IN CONNECTION WITH THE CONTRACT.**
- 6.2. All warranties, conditions and terms implied by law are excluded to the fullest extent possible.
- 6.3. Nothing in these Conditions excludes or limits Renishaw's liability for death or personal injury caused by Renishaw's negligence, or for fraud or fraudulent misrepresentation, or for any other matter in respect of which it would be unlawful for Renishaw to exclude or restrict its liability.
- 6.4. Subject to Condition 6.2 and 6.3 above Renishaw's total liability in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise arising under or in connection with the Contract is limited to £50,000 or the total price paid by Customer under the Contract, whichever is greater. Further, and subject to such total liability:
- (i) Renishaw's liability for defects is limited to the obligations in Condition 5;
 - (ii) Renishaw's liability for breach of obligations under Condition 5 is limited to the charge for the repair, Replacement or RBE, as applicable;
 - (iii) Renishaw's liability for damage to tangible property is limited to making good or replacing damaged property;
 - (iv) Renishaw is not liable for any direct or indirect loss of profit, revenue, data, contracts, business, or goodwill, or for any indirect or consequential loss, or any claims of third parties; and
 - (v) Renishaw is not liable for any claim unless (a) full details of the claim have been given to Renishaw within 1 month of the matters giving rise to the claim becoming known to the Customer, and (b) legal proceedings in respect of the claim are begun within 12 months of that date.
- 6.5. A repaired Product, Replacement or RBE will be supplied to the Customer with the factory default settings specified in Renishaw's instructions for use, and Renishaw is not liable whether in contract, tort or otherwise for any direct or indirect loss or damage arising out of Customer's failure to reset the repaired Product, Replacement or RBE to the Customer's setting requirements.

7. Export control

- 7.1. If the Customer intends to export or re-export any item after receipt from Renishaw (including deemed exports), the Customer shall request and obtain all necessary licences for the use and/or export of the item.
- 7.2. In complying with applicable export controls Renishaw and its suppliers may need to seek an export licence, permit, make a rating enquiry to the applicable government(s), or provide other documentation required by the relevant authorities. Customer acknowledges that Renishaw's compliance with such export controls may delay a shipment and, without prejudice to Condition 4.1, agrees that Renishaw is not liable for such delay.

8. Governing law

The Contract and any dispute or claim arising from or in connection with it (whether contractual or non-contractual) shall be governed by and interpreted in accordance with English law and Customer irrevocably submits to the exclusive jurisdiction of the English courts, but Renishaw may enforce the Contract in any jurisdiction.