

GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES – RENISHAW UK SALES LIMITED

Issue 3 (Effective from 20 March 2024)

Other than where the parties have entered into a duly executed and applicable written supply agreement, these terms and conditions (“**Conditions**”) govern the supply of goods and services by Supplier and may only be varied with the prior written agreement of Supplier. Supplier reserves the right to modify, amend, edit, alter, change and update the Conditions from time to time. The latest version of the Conditions in force at the time of the applicable order will apply to the transaction and Customer should print or save a copy of those Conditions for future reference. If you are reading this document in a non-digital format, please type the web address of any hyperlinks found in this document into a web browser to access the applicable webpages. Alternatively, Customers may contact sales.office@renishaw.com (if they are based within the UK) or EMEA.Office@Renishaw.com (if they are based overseas), to receive a copy of the applicable webpages’ contents by email or another method.

The following definitions and rules of interpretation apply to these Conditions: “**Calibration**” means calibration services; “**Consumables**” means non-durable items intended to be used up, worn out and then replaced, and any other items identified as consumables on the Order Acknowledgement or Services Specification; “**Contract**” means (in the following order of precedence): (a) the Order Acknowledgement, including any additional terms referenced on the Order Acknowledgement; (b) these Conditions; (c) the Licence (if the order includes Software or Hosted Products); (d) any documents referenced on the Order Acknowledgement or incorporated by reference into these Conditions; and (e) the relevant Incoterm; “**Customer**” means a customer that places an order on Supplier which is accepted by Supplier; “**Deliverables**” means the deliverables resulting from any Services, as are referenced on the Order Acknowledgement or Services Specification; “**Equipment**” means the equipment provided by Supplier as referenced on the Order Acknowledgement; “**Goods**” means Consumables, Equipment, Software and any other items referenced on the Order Acknowledgement, excluding Services; “**Hosted Product**” means Software that is provided by Supplier as a Service; “**include**” or “**including**” means including without limitation; “**Incoterm**” means the applicable Incoterm 2020 which, unless otherwise agreed in writing by Supplier or set out in these Conditions, governs the supply and delivery of Goods; “**Intellectual Property Rights**” means any patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world; “**Licence**” means additional terms and conditions applicable to Software and Hosted Products located at www.renishaw.com/legal/softwareterms or otherwise contained in a document accompanying, referenced from or incorporated in such Software or Hosted Products (whether or not signed by the parties); “**Materials**” means all Technical Documentation, drawings, materials, specifications, data and other information supplied by Supplier; “**Order Acknowledgement**” means Supplier’s written: (a) order or repair acknowledgement (other than for online orders, which are accepted in accordance with Condition 1.7 below); (b) order or repair confirmation; (c) delivery advice note; or (d) invoice, for the applicable Goods and/or Services; “**Product**” means Equipment or unit(s) of Equipment that are supplied to Supplier for Repair or Calibration; “**RBE**” means a unit that meets the same functional standard as a new unit of the original Equipment which is provided by Supplier by way of ‘repair by exchange’ for a faulty unit, and which Supplier may agree to provide before Customer delivers the faulty unit to be replaced to Supplier (an “**Advance RBE**”); “**Repair**” means the repair of a Product after the initial warranty period has expired; “**Replacement**” means a new unit of the Equipment purchased by Customer as a replacement for a faulty unit; “**Services**” means any installation, repair, commissioning, part programming, training, maintenance, testing, Hosted Products or other such services provided by Supplier as are referenced on the Order Acknowledgement and any written description or specification for services which has been provided by Supplier to Customer (“**Services Specification**”), excluding Calibration; “**Software**” means the computer programs supplied by Supplier to Customer, whether as part of or in connection with the Equipment or separately; “**Supplier**” means Renishaw UK Sales Limited, a company registered in England with registered company number 01418812 with its registered office at New Mills, Wotton Under Edge, Gloucestershire, GL12 8JR, United Kingdom; “**Technical Documentation**” means the data sheets, installation manuals, user guides and other technical information applicable to the Goods and/or Services and available at the Supplier’s website located at <https://www.renishaw.com/technicalsupportlibrary> (as updated from time to time); “**Third Party Products**” means: (a) any hardware manufactured by a third party that are stand-alone items or otherwise external to or supplied as an option to the Goods; (b) any Software licensed to Customer by a third party; and/or (c) any support and maintenance packages provided by third party manufacturers or licensors.

1. MAKING OF CONTRACT

- Information on Supplier’s website, quotation or estimate does not constitute an offer and is subject to change or correction. Supplier is not responsible for pricing, typographical, or other errors on its website, or in its quotations or estimates and reserves the right to cancel any orders at any time, in whole or in part, after they have been accepted which include such errors without liability, other than to provide a pro rata refund of any prepaid amounts for the cancelled portion.
- By placing an order, completing a request form, or checking out online, Customer is making an offer which Supplier can (in its discretion) accept or reject, in whole or in part. If Supplier rejects any offer made by Customer, Supplier will provide a pro rata refund of any prepaid amounts for the rejected portion.
- Supplier accepts an order, and a Contract comes into existence, upon the earlier of (as applicable):
 - delivery of the Goods and/or performance of the Services; or
 - Supplier issuing an Order Acknowledgement.
- Prior to Supplier’s acceptance under Condition 1.3, Customer may cancel an order, in whole or in part, and receive a pro rata refund of any prepaid amounts for the cancelled portion. Except as expressly permitted by the Contract, Customer may not cancel an order after Supplier’s acceptance.
- Where it is a condition of the Contract that Customer will meet any obligation before the estimated delivery date (including, opening a letter of credit, paying the whole or part of the price for the Goods and/or Services or providing any information reasonably required by Supplier), any failure to comply with the obligation will entitle Supplier to treat the Contract as cancelled by Customer, and Supplier may invoice for Supplier’s work and unavoidable costs incurred in fulfilling the order before termination.
- Customer confirms that it enters the Contract as a business and not as a consumer.
- Online orders:**
 - If Customer checks out online, an order acknowledgement email from Supplier only acknowledges receipt of the order and is not an Order Acknowledgement. For online orders, acceptance does not occur until Supplier accepts the order in accordance with an alternative acceptance measure in Condition 1.3.

2. PRICES AND PAYMENT

- Subject to Condition 2.6 and unless otherwise agreed in writing by Supplier, all prices quoted are, in the case of:
 - Goods, DAP (Customer’s premises) or such other Incoterm referenced on the Order Acknowledgement, and include all matters for which Supplier is liable under the relevant Incoterm, except that where Goods are delivered in the United Kingdom, Supplier is not liable in any way (including for any costs or expenses) for Customer’s later export of the Goods;
 - Goods and/or Services: (i) exclusive of any applicable taxes, which shall be payable in addition and in the manner set out in the applicable invoice(s); and (ii) subject to variation and may be replaced by Supplier with those prevailing at the date of delivery, as set out in the invoice.
- Subject to Condition 2.7, where Customer has a credit account with Supplier and unless otherwise agreed in writing by Supplier, Customer shall pay all Supplier’s invoices in full (in cleared funds) not later than 30 days from the end of the month in which the invoice is dated. Where Customer does not have a credit account, Customer must pay Supplier’s invoices in full, in advance of Supplier’s performance of the Contract.
- Customer represents that it is the authorised user of any credit card used for payment purposes and that charges will be honoured by the credit card company.
- Supplier may charge interest on overdue sums at the higher of the statutory amount that Supplier 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.
- If Customer does not pay for the Goods and/or Services on time then Supplier shall be entitled to the immediate return of the Goods and Deliverables (as applicable) and Customer hereby irrevocably authorises Supplier to recover the Goods, Deliverables or documents, at Customer’s risk and expense, and to enter any premises of Customer without notice for that purpose. Demand for or recovery of the Goods, Deliverables or documents by Supplier does not affect Supplier’s other legal rights. **Online orders:**
 - If Customer orders online, the price of Goods and Services and associated taxes, delivery costs and handling charges are displayed in the shopping cart. Taxes and delivery costs for online orders will be calculated at the prevailing rate at the time of delivery and confirmed in the invoice.
 - If Customer orders online and unless otherwise agreed in writing by Supplier, Customer shall make full payment in advance either:
 - online, via Supplier’s third-party payment provider; or
 - by telephone to Supplier’s sales office.

3. DELIVERY AND INSPECTION

- Delivery shall be to the address set out in the Order Acknowledgement.
- All shipment and delivery dates are estimates only and the time of delivery is not of the essence of the Contract. Supplier is not liable to compensate Customer in damages or otherwise for non-delivery or late delivery of the Goods, Services, or any part of them, for whatever reason or for any direct or indirect loss arising.
- If Supplier is prevented from, hindered or delayed in delivering the whole or part of any Goods or Services, or performing the whole or any part of any material obligation under the Contract because of a Force Majeure Event, then, and without prejudice to Condition 3.2, Supplier shall not be liable in any way to Customer and:
 - the time for delivery or performance shall be extended by a period equal to that during which the cause preventing, hindering or delaying delivery or performance exists;
 - where applicable, Supplier shall deliver and Customer shall take and pay for such part of the Goods and Services as Supplier shall be able to deliver in accordance with the Contract; and
 - throughout, and whether or not there is any delay in delivery or performance, Customer shall be liable for and shall pay any arising applicable customs charges, levies, tariffs or storage costs associated with delivery or performance.

If this Condition applies and as soon as reasonably practicable after delivery or performance is prevented, hindered or delayed, Supplier will notify Customer in writing and the parties will negotiate in good faith to attempt to agree an amendment to the Contract to alleviate the cause of the delay or non-performance. If no such amendment is made to the Contract within 30 days from the date of such notice, Supplier may terminate the portion of the Contract affected immediately on written notice to Customer without liability, other than to provide a pro rata refund of any prepaid amounts for the portion of Goods or Services which cannot be delivered. “**Force Majeure Event**” means any event, circumstance or cause beyond Supplier’s reasonable control including acts of God, fire, epidemics or pandemics, acts of terrorism, war, civil commotion or riots, imposition of sanctions, embargo, any law or any action taken by a government or public authority (for example, changes in any direct or indirect taxes, duties, tariffs, charges or levies, imposition of an export or import restriction, quota or prohibition, travel restriction, compulsory closure, quarantine, variation in border control measures, precautionary or reactive measure against contagion, or failure to grant or suspend or withdraw a necessary licence or consent), labour or trade dispute, strikes, industrial

action or non-delivery or non-performance by suppliers or subcontractors due to any event, circumstance or cause beyond their reasonable control.

- Supplier may deliver Goods in one or more consignments or instalments unless otherwise expressly agreed. If Supplier has insufficient stock, Supplier may cancel the affected consignment(s) or instalment(s) without liability and will provide a pro rata refund of any prepaid amount for the cancelled portion.
 - 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 consignment or instalment shall not void or affect Contracts as to other consignments or instalments.
 - Where Customer is to collect the Goods from Supplier’s premises, it shall do so within 7 days of receipt of Supplier’s notice that the Goods are ready for collection, otherwise, Supplier may charge Customer for its costs associated with Customer’s failure to collect within this time.
 - Software may be delivered embedded into Equipment, via electronic download, or on physical media (at Supplier’s option). Hosted Products are delivered by making access available to Customer.
 - If it has been agreed in writing by Supplier that the Goods are sold subject to prior inspection by Customer, such inspection shall take place at Supplier’s premises by the agreed date. Once Customer or its representative has inspected and approved the Goods, or the agreed inspection date has passed, whichever is the earlier, the Goods shall be conclusively presumed to be in accordance with the Contract and Condition 3.9 below shall not apply in respect of those Goods.
 - If, before the Goods are approved or deemed to be in accordance with the Contract under Condition 3.8, Customer establishes to Supplier’s reasonable satisfaction that the Goods or Services are not in accordance with the Contract, Customer’s sole remedy shall be limited, at Supplier’s option and as applicable, to:
 - the replacement of the Goods; or
 - refund of the purchase price against return of the affected Goods.
 - Online orders:**
 - Goods ordered online will be delivered by courier and can only be delivered to addresses in the United Kingdom, Ireland, USA, Germany, France, Spain, Canada, Italy, Belgium, Netherlands and Luxembourg.
 - TITLE AND RISK**
 - Risk of loss of or damage to the Goods shall pass to Customer at the time of delivery.
 - Title in the Goods or in tangible Deliverables shall not pass to Customer until they are delivered or Supplier receives full payment (in cleared funds) for the Goods, whichever is the later.
 - No title shall pass to Customer in respect of Software or Hosted Services, which are provided under a licence or grant of rights, not sold or given.
 - RETURN OF GOODS**
 - Except for items which are customised, bespoke, comprise non-standard assembled products or are otherwise designated as non-returnable, Customer may return Goods which have been ordered incorrectly or which are no longer required (“**Returns**”) within 30 days of the applicable invoice date (“**Returns Period**”).
 - Customer must use a goods return authorisation on all Returns paperwork and labels, which shall be issued by Supplier upon request. Returns must be:
 - unused, in their original packaging and in good resaleable condition in Supplier’s sole opinion;
 - sent to the delivery address specified by Supplier at Customer’s risk and expense; and
 - received and accepted by Supplier within the Returns Period.
 - Within 30 days of Supplier’s acceptance of Returns in accordance with these Conditions, Supplier will issue a credit note for the invoice value of Returns, less:
 - any applicable taxes; and
 - any administration fee (which Supplier may charge in its discretion) not to exceed the greater of: (i) 20% of the invoice value of Returns; or (ii) £60 (or equivalent, as at the invoice date, in the currency invoiced).
 - Title and risk in Returns shall transfer to Supplier upon Supplier’s acceptance.
 - CUSTOMER’S DEFAULT**

Supplier may, at its option, cancel or withhold all further performance under the Contract if Customer:

 - does not pay any sum due under this or any other contract between Supplier and Customer on time;
 - enters into liquidation or if an administrator or receiver or administrative receiver is appointed over all or part of its undertaking, property or assets;
 - enters or offers to enter into any arrangement or composition with its creditors; or
 - suffers anything similar or analogous to any of these events under the laws of any jurisdiction in which Customer is incorporated, resident or carries on business.

Customer shall immediately give notification to Supplier in writing should any of the events in (b)-(d) above apply.
 - CUSTOMISED OR BESPOKE GOODS**
 - Where the Goods have been produced or adapted according to designs or configurations specified or supplied by Customer, Customer warrants, represents and undertakes to Supplier that:
 - the Goods as so designed or configured do not breach any third party’s Intellectual Property Rights;
 - the Goods will be fit for the purpose for which they are designed or configured (and as such, Customer agrees that Supplier will have no responsibility for any defective design or configuration); and
 - Customer has or will have satisfied itself that all necessary tests and examinations have been made or will be made before the Goods are 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 any persons using or near to the Goods.
 - Customer shall indemnify Supplier against all actions, suits, claims, demands, charges, interest, costs and expenses which Supplier may suffer or incur in connection with any claim by any third party alleging facts which, if established, would indicate a breach of Customer’s warranties, representations and undertakings in this Condition.
 - DEFECTS WITHIN WARRANTY**
 - Unless otherwise agreed in writing by Supplier, this Condition 8 does not apply to Consumables, Third Party Products, Hosted Products, Software or Calibration. Warranties for Hosted Products and Software are set out in the relevant Licence and Supplier will use reasonable endeavours to pass on to Customer the benefit of any warranties received by Supplier from providers of Third Party Products.
 - Subject to the remaining provisions of this Condition, Supplier will, within a reasonable time of notification, make good, by repair or, at its option, by the supply of a replacement or reperformance (as applicable), defects which arise solely from:
 - faulty materials or workmanship in Equipment and/or Repairs; and/or
 - the failure to provide Services or Deliverables: (i) using reasonable care and skill; or (ii) which do not materially meet the applicable Services Specification,within:
 - 12 months or, in the case only of new Equipment or Replacements, 15 months if Customer is a manufacturer of equipment for resale using the Equipment or Replacements as an integral part of the manufacturer’s equipment, or purchases Equipment or Replacements for resale new and unused; or
 - such other time as is stated in any different warranty period for the applicable Equipment, components of the Equipment or Services in the Order Acknowledgement, Services Specification, tender offer or documentation accompanying the Equipment (“**Warranty Documentation**”), after the later to occur of: (i) the date the Equipment has been shipped; (ii) where the Equipment will be installed by or on behalf of Supplier, the date Supplier’s installation report is signed by Customer; and (iii) such other date as is specified in the Warranty Documentation for the applicable Equipment or Services (“**Warranty Start Date**”). Any repair, replacement or reperformance under this Condition 8.2 shall not benefit from a new period of warranty and the original warranty period of 12 or 15 months or other specified period (whichever is applicable) shall remain unaltered from the Warranty Start Date.
 - Supplier is not liable, whether in contract, tort or otherwise, for any defect, damage to or reduced performance of any part of new Equipment or any repaired or calibrated Product, Replacement, RBE, Advance RBE, Service, Deliverable or any equipment being maintained as part of the Services (“**Warranted Items**”), or for any direct or indirect losses, and Condition 8.2 will cease to apply if, after delivery, the applicable Warranted Items have been:
 - used for any purpose which is not contemplated by the Technical Documentation, or other instructions for use;
 - installed, used or stored in a way that is not in strict accordance with the Technical Documentation or instructions for use, or otherwise brought to the attention of the Customer, including where installation has been undertaken by persons not authorised by Supplier;
 - used with materials, equipment, software or under environmental conditions which are not contemplated by the Technical Documentation or instructions for use;
 - damaged, misused, neglected, not properly cleaned and stored after use or had any of their identification marks or numbers altered or removed;
 - modified and altered in any way without Supplier’s prior written authorisation;
 - damaged as a result of use or operation after any defect in them has become apparent;
 - damaged as a result of failure or fluctuation of electrical power or environmental systems; or
 - damaged as a result of fire, flood, theft, act of god, war, terrorism or similar event,and Supplier may invoice Customer for any repairs, replacements or reperformance required to the applicable Warranted Items, in such circumstances.
 - Supplier is not liable to Customer for any defect unless Customer immediately gives Supplier written notice of the alleged defect with full particulars of the operating conditions under which it became apparent and, where practicable, returns the applicable Warranted Items or relevant part carriage paid to Supplier’s premises.
 - If Supplier does not identify a defect in the applicable Warranted Items, Supplier may charge Customer for all work undertaken in such identification at its then current chargeable rates, and for any costs and expenses reasonably incurred.
 - Warranties relating to Repair only cover those parts of the Product repaired or replaced, and the related repair services, and do not extend to the Equipment of which the applicable Product is a component or comprised within.
 - Any Warranted Items returned to Supplier under this Condition 8 are at Customer’s risk and expense.
 - The decision of Supplier 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 Customer.
- OUT OF WARRANTY REPAIR AND CALIBRATION**
 - This Condition applies to all Contracts between Supplier and Customer for Repair and/or Calibration and shall prevail over any other Condition if there is any inconsistency.
 - After receiving the relevant Product, Supplier shall undertake an initial inspection of the Product and provide Customer with a quote for the estimated Repair or Calibration charge, or cost of an RBE or Replacement, along with an estimated shipment date of the repaired or calibrated Product, RBE or Replacement.
 - Any emails from Supplier acknowledging receipt of Product sent for Repair or Calibration or seeking further instructions or information from the Customer to provide a quote or otherwise do not constitute an Order Acknowledgement. Acceptance for Repair, Calibration or the supply of an RBE or Replacement does not occur until Supplier accepts the order in accordance with one of the acceptance measures in Condition 1.3.
 - If Customer does not wish to proceed with the Repair or Calibration, or does not purchase an RBE or Replacement, or if Supplier does not identify a defect in the Product supplied for Repair, Supplier may:
 - return the relevant Product to Customer; and
 - charge Customer for all work undertaken in the initial inspection of the Product at its then current chargeable rates, and for any costs and expenses reasonably incurred.
 - Where Supplier undertakes a Repair, it shall use reasonable endeavours to repair the Product to the same functional standard as a new Product of the same technical specification set out in the Technical Documentation. Where this is not possible or the Product is otherwise determined by Supplier to be beyond economical repair,

- Supplier:
- (i) will notify Customer, and at Supplier's option, quote for the cost of a Replacement or RBE; and
 - (ii) may charge Customer for any additional work required beyond that anticipated on initial inspection of the Product.
- 9.6. Customer may request Supplier to provide an Advance RBE before Customer delivers the Equipment to be replaced to Supplier. Provision of an Advance RBE is at Supplier's discretion and if agreed:
- (i) is subject to availability, payment of a fee ("**Advance RBE Charge**") and any other conditions Supplier may impose; and
 - (ii) if: (i) Supplier does not receive the Equipment to be replaced within 14 days of the date that Supplier ships the Advance RBE; or (ii) upon receipt, the Equipment to be replaced is determined by Supplier to be beyond economical repair, Customer shall pay Supplier's then current list price for the Equipment provided instead of the Advance RBE Charge.
- 9.7. Without prejudice to clause 4.2, where Customer purchases a Replacement, RBE or Advance RBE, title in the Product or Equipment being replaced shall pass to Supplier when the Replacement, RBE or Advance RBE has been delivered.
- 9.8. Without prejudice to clause 4.1, risk of loss of or damage to the Product or Equipment being replaced shall remain with Customer until the Product or Equipment is received by Supplier.
- 9.9. Shipment of Product or Equipment to Supplier under this Condition 9 must be tracked and is at Customer's expense. Without prejudice to Condition 15.4, Customer will provide evidence of shipment and tracking numbers upon request.
- 9.10. Supplier will arrange for delivery of returned, repaired or calibrated Product, Replacements, RBEs and Advance RBEs to the address set out in the Order Acknowledgement, or an alternative address requested by Customer and agreed to by Supplier in writing, except that Supplier reserves the right to charge Customer for the costs of delivery.
- 9.11. Products, Replacements, RBEs and Advance RBEs are returned or supplied to Customer with the factory default settings specified in the Technical Documentation, and Supplier is not liable whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise for any direct or indirect loss or damage arising out of Customer's failure to reset the applicable Equipment to the Customer's setting requirements.
- 10. PERFORMANCE OF SERVICES**
- 10.1. Customer shall:
- (i) co-operate with Supplier in all matters relating to the Services;
 - (ii) provide Supplier and its representatives with access to Customer's premises and to any amenities, personnel, materials, equipment and facilities as reasonably required to provide the Services;
 - (iii) provide Supplier with such accurate and up to date information as Supplier may reasonably require to supply the Services;
 - (iv) ensure any dependencies notified by Supplier to Customer are carried out in a timely manner and in accordance with Supplier directions;
 - (v) inform Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at Customer's premises;
 - (vi) undertake such work necessary to prepare Customer's premises for the supply of the Services, in accordance with Supplier's reasonable instructions; and
 - (vii) be solely responsible for assessing and meeting all legislative and recommended health and safety conditions at Customer's premises to enable provision of the Services.
- 10.2. Where possible, Supplier will use reasonable endeavours to provide the Goods and/or Services while any of the circumstances and/or requirements upon Customer set out in Condition 10.1 subsist or are not met, provided that Customer will reimburse Supplier for any extraordinary costs (relative to the costs that Supplier would have incurred in the ordinary course of providing the Goods and/or Services if Customer's obligations in Condition 10.1 had been met) to the extent that they have been reasonably incurred and are agreed in advance between the parties.
- 11. USE AND DISPOSAL**
- 11.1. Customer shall bring to the attention of all persons using or buying the Goods and Services, all of Supplier's instructions and/or recommendations for use including those set out in the Technical Documentation, those referred to in Supplier's catalogues or brochures, or which Supplier has otherwise notified to Customer. Customer shall ensure that it provides all persons using or buying the Goods and Services with adequate information for the safe use of the Goods and Services for their intended use.
- 11.2. Customer shall not, and shall procure all persons using or buying the Goods shall not, remove any marking on the Goods referring any user to Supplier's instructions and/or recommendations for use.
- 11.3. Customer acknowledges and undertakes that the Goods and Services may be used only for the specific application and operating environment expressly stated in the Technical Documentation. Goods and Services are not specifically designed or tested for use in medical, military, aerospace, automotive, oil or gas applications or any safety-critical applications. It is the responsibility of Customer to ensure the suitability of Goods and Services for a particular application and compliance with Customer's applicable regulatory or quality standards.
- 11.4. If either Customer or its purchaser requires any additional information as to the use for which Goods and Services 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, Supplier shall (where it is possible to do so) use reasonable endeavours to provide such information, subject to reimbursement of its costs and expenses incurred in providing such information.
- 11.5. Customer shall indemnify Supplier against all liabilities, losses, interest, costs and expenses which Supplier may suffer or incur in connection with any claim by any third party alleging facts which, if established, would indicate a breach of Customer's undertakings, representations and warranties contained in this Condition 11 or a breach by any purchaser from Customer of any undertaking which Customer is obliged in this Condition 11 to require from such purchaser.
- 11.6. Customer shall be responsible for the disposal of Goods, or Supplier's costs of such disposal, if the applicable legislation on waste electrical and electronic equipment in the country to which Supplier ships the Goods permits Supplier to delegate such responsibility for disposal or to recover the costs of such disposal. Where Supplier is not so permitted, Supplier shall be responsible for safe disposal of the Goods in compliance with the relevant national legislation, at its own cost.
- 12. INTELLECTUAL PROPERTY RIGHTS**
- 12.1. This Condition 12 does not apply to Software or Hosted Products, relevant terms for which are set out in the Licence.
- 12.2. Nothing in these Conditions changes the ownership of any pre-existing Intellectual Property Rights. Unless otherwise agreed in writing between the parties, all other Intellectual Property Rights shall belong to the party that created them.
- 12.3. Condition 12.4 applies where a claim is made against Customer that any part of the Goods or any use of the Goods for their intended purpose, infringes the Intellectual Property Rights of any person except where:
- (i) Customer has allowed the Goods to be altered; or
 - (ii) the Goods have been used as set out in Condition 8.3(c), and in either case the claim would not have arisen if such alteration or use had not occurred.
- 12.4. Provided that Customer gives Supplier prompt notice in writing of any claim of the type referred to in Condition 12.3 and allows Supplier (if it so wishes) the entire control of the defence and settlement of the claim, Supplier will pay any reasonable and properly incurred costs and damages awarded against Customer in proceedings brought upon the basis of any such claim.
- 12.5. If any claim of the type referred to in Condition 12.3 is made or is in the opinion of Supplier likely to be made, then either:
- (i) Supplier shall be entitled to procure for the benefit of Customer 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 remedies in (a) are in the opinion of Supplier not practicable at reasonable cost, Supplier shall be entitled to require Customer to sell the Goods to Supplier at the original price after deducting an allowance for depreciation on a straight line basis over the useful life of the Goods, as reasonably determined by Supplier.
- 12.6. Supplier 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.
- 12.7. All Materials and all Intellectual Property Rights in them shall remain the property of Supplier and its licensors and, except where they have already been placed in the public domain by Supplier, Customer shall keep the Materials confidential and shall not use them for any purpose other than that for which they were supplied. Customer shall destroy or return the Materials to Supplier immediately upon Supplier's request and in any event, promptly upon Customer's requirements for the Materials having been satisfied.
- 12.8. If Customer provides ideas, improvements or suggestions regarding the Goods, Services and/or Materials ("**Feedback**"), Customer hereby assigns (or where that is not possible, agrees to assign) all right, title and interest in and to such Feedback to the Supplier and its licensors and acknowledges that the Supplier and its licensors may use such Feedback for any purposes without any obligation of confidentiality, attribution or compensation.
- 13. LIMITATION OF LIABILITY**
- 13.1. **THIS CONDITION SETS OUT SUPPLIER'S TOTAL LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, MISREPRESENTATION OR OTHERWISE ARISING UNDER OR IN CONNECTION WITH THE CONTRACT.**
- 13.2. All warranties, conditions and terms implied by law are excluded to the fullest extent possible.
- 13.3. Nothing in these Conditions excludes or limits Supplier's liability for death or personal injury caused by Supplier's negligence, or for fraud or fraudulent misrepresentation, or for any other matter in respect of which it would be unlawful for Supplier to exclude or restrict its liability.
- 13.4. Subject to Conditions 13.2 and 13.3, Supplier'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) Supplier's liability for defects is limited to the obligations in Conditions 3.9 and 8;
 - (ii) Supplier's liability for breach of obligations under Condition 8 is limited to the price of the relevant part of the applicable Warranted Items in question;
 - (iii) Supplier's liability for Intellectual Property Rights claims is limited to the obligations in Condition 12;
 - (iv) Supplier's liability for damage to tangible property is limited to making good or replacing damaged property;
 - (v) Supplier will not be liable to Customer (or any other person) for any failure to provide any Goods or Services if any of the Customer's obligations (including any dependency set out in Condition 10) is not met, through no fault of the Supplier;
 - (vi) except as expressly provided by Condition 13.6, Supplier is not liable for the provision of any Third Party Products;
 - (vii) Supplier 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;
 - (viii) Supplier is not liable for any claim unless: (i) full details of the claim have been given to Supplier within 1 month of the matters giving rise to the claim becoming known to Customer; and (ii) legal proceedings in respect of the claim are begun within 12 months of that date.
- 13.5. Where Customer resells the Goods, Hosted Product or Deliverables by incorporation into Customer's products, Customer shall indemnify Supplier against any third party claims arising out of defects in Customer's products. This does not apply where the defect would have been caused by Supplier's Goods, Hosted Product or
- Deliverables without such incorporation.
- 13.6. Where Supplier distributes Goods and/or Services on behalf of Renishaw plc as licensor of Software and Hosted Products or otherwise, if Customer has a cause of action against both Supplier and Renishaw plc arising from related facts and circumstances, Customer may bring such action against Supplier only.
- 14. EXPORT CONTROL**
- 14.1. All Goods, Services and Materials provided by Supplier to Customer may be subject to applicable export control and/or import laws, regulations, trade embargoes and sanctions (collectively "**Export Laws**"). Customer warrants, represents and undertakes:
- (i) to comply with Export Laws;
 - (ii) to obtain all necessary licences for subsequent export or re-export after receipt from Supplier; and
 - (iii) that it shall not directly or indirectly access, use, disclose, export or re-export Goods, Services or Materials: (i) contrary to Export Laws; (ii) to Cuba, Iran, North Korea, the Republic of South Sudan, the Republic of Sudan, Syria, Russia, Belarus, Venezuela, Afghanistan, Myanmar or any region of Ukraine that is annexed or occupied by Russia; or (iii) for any end use prohibited by Export Laws (including military end uses in a country subject to arms embargo or for end uses related to nuclear, chemical or biological weapons, missiles or their delivery systems).
- 14.2. Customer certifies that neither it nor any individual or entity intended to benefit from the Goods, Services or Materials is an individual or entity subject to Export Laws that prohibit or restrict their access to the Goods, Services or Materials, or is located, organised or resident in a country subject to any relevant embargo or sanction. Upon request, and notwithstanding Condition 14.7 below, Customer will certify the end user and end use for Goods, Services and Materials in a form required by Supplier to Supplier's satisfaction.
- 14.3. Customer shall not sell, export or re-export, directly or indirectly to Russia or for use in Russia any goods supplied under or in connection with this Contract that fall under the scope of Article 12g of Council Regulation (EU) No. 833/2014.
- 14.4. Customer shall use its best endeavours to ensure the purpose of Condition 14.3 is not frustrated by any third parties further down the commercial chain including by any possible distributors or resellers, and shall adopt and maintain an adequate monitoring mechanism to ensure compliance with Condition 14.3.
- 14.5. Any breach of this Condition 14 shall constitute a material breach of an essential element of this Contract, and Supplier shall be entitled to terminate the Contract with immediate effect without the need for notice in writing, and Customer shall indemnify Supplier against all liabilities, losses, interest, costs and expenses that Supplier may suffer or incur under or in connection with such breach.
- 14.6. Supplier's acceptance of Customer's order is conditional on the receipt of any export licence, permit, answer to a rating enquiry from the applicable government(s), or other documentation required by the relevant authorities to comply with applicable Export Laws. Customer acknowledges that Supplier's compliance with such export controls may delay a shipment and, without prejudice to Conditions 3.2 and 3.3, agrees that Supplier is not liable for such delay.
- 14.7. Customer shall immediately inform Supplier if there has been, or it has reasonable grounds to suspect, a breach of this Condition 14, and shall permit Supplier or its authorised representatives (subject to appropriate confidentiality undertakings) to have reasonable access to its accounts and records relating to activities under this Contract to ensure its compliance with this Condition 14.
- 15. MISCELLANEOUS**
- 15.1. **Applicable Laws:** Customer shall comply at all times with all applicable laws (including those regarding privacy, anti-bribery, anti-corruption, fair competition, the prevention of fraud and tax evasion, and the prevention of financial crime) and shall not engage in anti-competitive, unethical or corrupt practices.
- 15.2. **Renishaw Code of Conduct:** Customer shall comply at all times with all applicable parts of the Renishaw Code of Conduct located at <https://www.renishaw.com/codeofconduct> (as updated from time to time).
- 15.3. **Data Protection:** Customer acknowledges that Supplier may process personal data as controller for account management and order processing purposes as further described in the privacy notice at <https://www.renishaw.com/privacy>. Customer may not make personal data available to Supplier for processing on Customer's behalf without Supplier's express written consent. In any event, Customer may not share the following sensitive information with Supplier:
- (i) criminal convictions and offences;
 - (ii) payment cards and accounts (other than for payment of amounts under the Contract);
 - (iii) special categories of data defined in Article 9 GDPR; or
 - (iv) classified information or information subject to the International Traffic in Arms Regulations or its foreign counterparts.
- Customer may be required or permitted to set up account(s) to manage its relationship with Supplier or access Goods and Services. Customer is solely responsible for the security of and all activity associated with its account(s).
- 15.4. **Further Assurance:** from time to time on request of Supplier, Customer shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly provide, execute and deliver such documents, and perform such acts as may be reasonably required by Supplier to give proper effect to the Contract and/or to evidence Customer's compliance with the provisions of the Contract.
- 15.5. **Assignment:** Supplier, but not Customer, may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract in whole or in part without the prior written consent of Customer.
- 15.6. **Entire Agreement:** The Contract supersedes any terms and conditions in Customer's order and, except for any non-disclosure agreement made between the parties, constitutes the entire agreement in relation to its subject matter. No other terms, conditions or representations about the Goods or Services shall apply unless such provision has been specifically agreed by Supplier in writing.
- 15.7. **Waiver:** No waiver shall be binding unless executed in writing. No failure or delay to exercise a right or remedy shall constitute a waiver.
- 15.8. **No Partnership:** The Contract does not create any partnership or joint venture. Each party is acting only on its own behalf and is not the agent of the other party nor authorised to make any commitment on the other's behalf.
- 15.9. **Notices:** Any notice under the Contract shall be in writing, in English and shall be delivered to:
- (i) Supplier, by email to: legal@renishaw.com; and
 - (ii) Customer, to its address set out on its purchase order or Renishaw account, or as otherwise notified to the other party in accordance with this Condition.
- 15.10. Any notices marked for the attention of Supplier shall also include a hard copy sent to Supplier's registered address, marked for the attention of the Group General Counsel and Company Secretary.
- 15.11. **Severance:** If any provision of the Contract is found to be invalid, unenforceable or illegal, the other provisions shall remain in full force and effect.
- 15.12. **Set-off:** All amounts due under the Contract from Customer to Supplier shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). Supplier may set off any amount owing from Supplier to Customer against any amount payable by Customer to Supplier, whether under the Contract or any other agreement between them.
- 15.13. **Survival:** Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.
- 15.14. **Third Party Rights:** Except where expressly stated otherwise, the Contract is not intended to be for the benefit of, and shall not be enforceable by any person who is not a party to it, save that any party that controls, is controlled by or is under common control with Supplier may rely on and enforce the Contract as if they were a party to the Contract.
- 15.15. **Governing Law:** The governing law of the Contract, including any question regarding its existence, validity or termination and non-contractual disputes or claims, shall be the substantive law of England.
- 15.16. **Jurisdiction:** Where the place of performance of the Contract is:
- (i) in the United Kingdom, Customer irrevocably submits to the exclusive jurisdiction of the English courts; and
 - (ii) anywhere other than in the United Kingdom, any dispute arising out of or in connection with the Contract shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference to this Condition. The number of arbitrators shall be one. The seat, or legal place of arbitration, shall be London. The language to be used in the arbitral proceedings shall be English.