

# Terms & Conditions of Purchase



Robotics™

## 1. Definitions

- 1.1. "Associated Company" means a company or other entity which is a holding company or a subsidiary;
- 1.2. "Buyer" means H Robotics Limited;
- 1.3. "Conditions" means these conditions of purchase;
- 1.4. "Contract" means the contract between the Buyer and the Supplier consisting of the Order and these Conditions. Should there be any inconsistency between the documents comprising the contract, these Conditions shall have precedence unless otherwise stated in the Order;
- 1.5. "Delivery Date" means the date or dates specified in the Order for the delivery of the Goods or the Supply of the Services.
- 1.6. "Goods" means all the goods and materials covered by the Order;
- 1.7. "Order" means the purchase order placed by the Buyer for the supply of the Goods and/or Services and signed by a duly authorised representative of the Buyer together with any Specifications and any amendments thereto communicated by the Buyer to the Supplier;
- 1.8. "Services" means the services covered by the Order;
- 1.9. "Specifications" means the technical description (if any) of the Goods or Services contained or referred to in the Order;
- 1.10. "Supplier" means the person, firm or company to whom the Order is addressed.

## 2. Contract

- 2.1. No contract (whether express or implied) shall come into force unless the Buyer has received the Supplier's acceptance of the Order within 5 (five) working days of the date of the Order;

## 3. Title

- 3.1. The Supplier warrants that it has the right to and shall sell the Goods (which shall remain the absolute property of the Supplier until property therein passes to the Buyer) with full title guarantee free of any charge, lien or other encumbrance and the Buyer shall enjoy quiet enjoyment of the Goods.
- 3.2. The Supplier warrants and represents that it has obtained and shall make available to the Buyer all licences clearances, consents and authorisations necessary for the provision of the Services to the Buyer and the purchase of the Goods by the Buyer and their use for all purposes for which the Buyer is or ought reasonably to be aware that they are required by the Buyer.

## 4. Price

- 4.1. The price stated in the Order is a fixed price and shall not be varied for any reason whatsoever unless expressly agreed in writing by a duly authorised representative of the Buyer. If no price is stated in the Order the price shall be



the Supplier's list price less the highest discount which it offers to any buyer at that time. Unless otherwise stated in the Order, the price is inclusive of:

- 4.1.1. any applicable value added tax
- 4.1.2. all charges for packaging, packing, carriage, insurance and deliveries of the Goods and any duties, imposts or levies other than value added tax;
- 4.1.3. all royalties, licence fees and other expenses arising from the use of any intellectual property which is required to be used by the Buyer under the Contract;
- 4.1.4. all goods, materials, plant, equipment, tools, transport and other items or services necessary to enable the Supplier to provide the Goods or Services;
- 4.1.5. the Buyer shall be entitled to deduct from any monies due or becoming due to the Supplier any monies claimed by the Buyer against the Supplier, whether under the Contract or otherwise.

5. Payment

- 5.1. Unless otherwise agreed in writing, payment of the price stated in the Order shall be due to the Supplier 30 (thirty) days net from the end of the month following on the later of:
  - 5.1.1. the month during which the Goods are delivered to and off loading completed at the Buyer's premises;
  - 5.1.2. the month during which the Services are fully performed by the Supplier; and,
  - 5.1.3. the month during which the invoice for the Goods and/or Services is received by the Buyer.
- 5.2. The relevant invoice shall be correctly drawn and quote the Buyer's Order number.
- 5.3. The Buyer shall be entitled to set-off against payment of the price stated in the Order any sum owed to the Buyer by the Supplier, whether under the Contract or otherwise.
- 5.4. Value added tax (if applicable) shall be shown separately on all invoices as a net extra charge.
- 5.5. Time of payment by the Buyer is not of the essence to the Contract.

6. Quality and Description

- 6.1. The Supplier shall not change the design or any dimensions or technical specification of the Goods and/or description of the Services without the prior written consent of the Buyer.
- 6.2. The Supplier warrants that all reasonable skill and care has been or will be used in manufacturing the Goods or in performing the Services and that the Goods shall (unless otherwise agreed in writing):



- 6.2.1. conform as to quantity, quality and description with the particulars stated in the Contract and as represented in any drawing, advertisement or brochure and comply with all statutory requirements applicable to such Goods and/or Services;
  - 6.2.2. be free from defects in materials and workmanship;
  - 6.2.3. strictly conform to the Specifications and to any relevant current European and/or British Standard Specifications, as authorised from time to time by the British Standards Institute or relevant European body;
  - 6.2.4. be capable of achieving the standard of performance specified in the Contract or otherwise notified to the Supplier by the Buyer;
  - 6.2.5. correspond with the samples of the Goods (if any) provided by the Supplier to the Buyer and approved by the Buyer;
  - 6.2.6. be in every way fit for the purpose for which the Buyer has expressly or by implication made known to the Supplier or where the Buyer does not make any purpose known to the Supplier for the purpose for which the Goods and/or Services are normally used;
  - 6.2.7. be durable, of satisfactory and acceptable quality, in compliance with any applicable national or international standards and shall for the purposes of the Consumer Protection Act 1987, the Health and Safety at Work Act 1974 and otherwise without limitation be safe, free from defect and in compliance with the general safety requirements, any applicable safety regulations and all other applicable legal standards;
  - 6.2.8. be manufactured and produced using the directions and techniques prescribed by the Buyer and shall use production equipment, methods and quality assurance procedures that meet the Buyer's requirements;
  - 6.2.9. conform to the requirements of the ISO 9001:2008 and the Supplier shall produce all documentation and other evidence required by the Buyer to confirm compliance to this standard.
- 6.3. The Supplier warrants that its ability to comply in full with its obligations under this Contract shall not be affected by any change in date or other such similar event and that all software and hardware shall not be affected by any change in date or time or other such event.
- 6.4. The Supplier shall:
- 6.4.1. where the Goods are to be provided and/or the Services are to be performed at the Buyer's premises, observe and conform to and use its best endeavours to ensure that their servants, agents and workmen and others visiting the Buyer's premises in connection with the supply of the Goods and/or Services observe and conform to such rules and regulations as the Buyer may from time to time make for the orderly



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- management of the Buyer's premises and in the interests of safety and security;
- 6.4.2. ensure that any Goods and/or Services are provided in accordance with the standards of performance, quality and description as stated in the Contract or otherwise notified to the Supplier by the Buyer.
- 6.5. The Supplier shall give the Buyer reasonable prior written notice if any of the Goods present a hazard to the health and safety of persons or property and shall mark the Goods with the relevant international danger symbols and ensure that all such Goods include a description of the material in English providing full details of all precautions to be taken by the Buyer on the delivery of the Goods and their subsequent use, storage or handling.
- 6.6. The obligations under the Contract apply whether or not the Goods or Services are bought by description or the Supplier or Buyer deals in Goods of the same description, or are specified under a patent or trademark, or the Buyer has examined them or a sample.
- 6.7. The Supplier shall make all efforts to ensure that any labour used to manufacture the Goods or to supply any Services is undertaken under reasonable conditions and does not exploit child labour in a manner inconsistent with good practice.
7. The Buyer's remedies as defined in these Conditions shall be without prejudice to any other rights, either at common law or under statute, which the Buyer may have against the Supplier. No relaxation, forbearance or delay by the Buyer in enforcing any of the terms and conditions herein shall prejudice, affect or restrict the rights of the Buyer hereunder, nor shall any waiver by the Buyer of any breach operate as a waiver of any subsequent or continuing breach thereof.
8. The headings in these Conditions are for convenience only and shall not affect the interpretation thereof.
9. The Contract and all non-contractual obligations arising from or connected with the Contract shall be governed by and construed in accordance with English law and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.