

**Postal:**  
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**Email:** info@robomail.co.za

[www.roboticinnovations.co.za](http://www.roboticinnovations.co.za)

## STANDARD TERMS & CONDITIONS OF SALE

### 1. GENERAL

These General Terms and Conditions of Sales (along with any directly associated written specification or quotation of the Seller) exclusively govern the sale or licensing by the Seller of all goods and services (including without limitation, hardware firmware and software Products, training, programming, maintenance, engineering parts and repair services collectively "Products") furnished hereunder. No addition or modification to these terms and conditions will be binding on the Seller unless agreed to in writing and signed by an authorised representative of the Seller at the Seller's head office. The Seller expressly rejects any other terms and conditions of the Customer printed on his order form or elsewhere which are not otherwise consistent with these, or other terms and conditions outlined in the Seller's written specification, quotation or other acknowledgement.

### 2. PAYMENT TERMS

The Seller's payment terms as stated within each quotation will always take precedence over an approved credit facility with the Seller, unless otherwise approved by the Seller in writing. The Seller may approve a value limited credit facility for a client for spare parts and services, in which case the payment terms are net thirty (30) days from the date of statement with ongoing approved credit as determined by the Seller. The Seller reserves the right to suspend any further performance under this agreement or otherwise in the event the payment is not made when due. No payment by offset is permitted unless approved by the Seller. Interest charges will be added to overdue invoices at the rate of 2.5% per month (subject to any limit imposed by any applicable law). Should the Customer default in paying its account timeously then the Seller shall be entitled to forthwith demand payment of the whole amount outstanding, although a portion of the amount might not be owing by agreed terms of payment. In the event of the Seller instructing attorneys to collect from the Customer an amount owing to the Seller, the Customer agrees to pay all costs on the scale as between the attorney and own client, including collection charges.

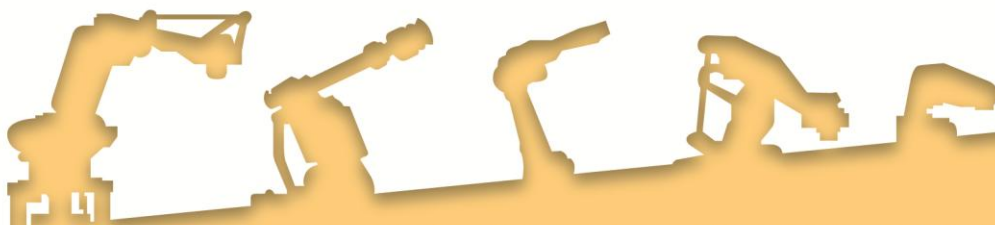
### 3. DELIVERY TERMS & TITLE

Delivery terms are Ex Works concerning shipping cost and risk of loss, unless otherwise stated within the seller's quotation. Title to the Products remains with the Seller until full payment has been made except that title to all intellectual property rights associated with the Products (e.g. software and firmware) remains with the Seller (or its suppliers and licensors), and such Products are made available or licensed only for use by the Customer according to this agreement or other license agreement of the Seller. Acknowledged shipping dates are approximate only and based on prompt receipt of all necessary information from the Customer. Neither party will be liable for late delivery.

### 4. WARRANTY

#### 4.1 Hardware

The Seller warrants for a period of twelve (12) months (Unless otherwise stated in the quotation) from the date of collection by the client or delivery by the Seller, that hardware Products furnished hereunder will be of merchantable quality, free from defects in material, workmanship and design. Repaired or replacement Products provided under warranty are similarly warranted for a period of six (6) months from the date of shipment to the Customer or the remainder of the original warranty term, whichever is longer.



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#### **4.2 Software & Firmware**

Unless otherwise provided in a license agreement of the Seller or a third party, the Seller warrants for period of one (1) year from the date of invoice from the Seller, that standard software or firmware Products furnished hereunder, when used with hardware, specified by the Seller, will perform in accordance with published specifications prepared, approved and issued by the Seller. The Seller makes no representation or warranty, express or implied, that the operation of the software or firmware Products will be uninterrupted or error-free, or that the functions contained therein will meet or satisfy the Customer's intended use or requirements. Software and Firmware corrections are warranted for a period of three (3) months from the date of shipment to the Customer or the remainder of the original warranty term whichever is longer.

#### **4.3 Factory Repair and Field Exchange**

The Seller warrants for six (6) months from the date of invoice from the Seller, that billable or non-warranty factory-repaired or field-exchanged hardware Products furnished hereunder will be free from defects in material and workmanship. Products furnished on an exchange basis may be new or reconditioned, unless stated otherwise in the quotation.

#### **4.4 Service**

The Seller warrants that Products comprised of services, including engineering and customer application programming services, whether provided on a fixed cost or time and material basis, will be performed in accordance with generally accepted industry practices to the extent such services are subject to written acceptance criteria agreed to in advance by the Seller. All other warranties related to the services provided are disclaimed.

#### **4.5 Customer Specifications**

The Seller does not warrant and will not be liable for any design, materials or construction criteria furnished or specified by the Customer and incorporated into the Products or for the Products made by or sourced from other manufacturers or vendors specified by the Customer. Any warranty applicable to such Customer-specified Products will be limited solely to the warranty, if any, extended by the original manufacturer or vendor other than the Seller to the extent permissible thereunder.

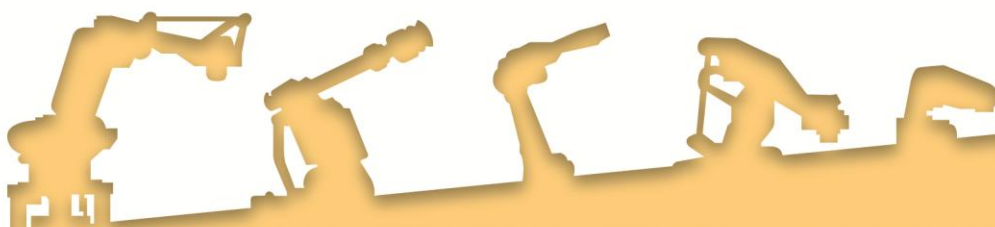
#### **4.6 General**

Warranty satisfaction is available only if (a) the Seller is promptly notified in writing and (b) the Seller's examination discloses, to its satisfaction, that any alleged defect has not been caused by: misuse; neglect; improper installation; operation; maintenance; repair; alteration or modification; accident; or unusual deterioration or degradation of the Product or parts thereof due to physical environment or electrical or electromagnetic noise environment.

### **5. LIMITS OF LIABILITY**

In no event will the Seller be liable for incidental, indirect or consequential damages of any kind. The Seller's maximum cumulative liability relative to all other claims and liabilities, including that with respect to direct damages and obligations under any indemnity, whether insured or not, will not exceed the cost of the Products giving rise to the claim or liability. Any action against the Seller must be brought within six (6) months after the cause of action accrues. These disclaimers and limitations of liability will apply regardless of any other contrary provisions of the agreement and regardless of the form of action, whether in contract, tort or otherwise, and further will extend to the benefits of the Seller's sub-contractors, as third party beneficiaries. Each provision in the agreement, which provides for a limitation of liability, disclaimer of warranty or condition or exclusion of damages, is severable and independent of any other provision and is to be enforced as such.

### **6. INTELLECTUAL PROPERTY**



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The Seller will defend any suit or proceeding brought against the Customer based on a claim that the design or construction of the Products sold or licensed hereunder by Seller infringe any Patent, Copyright or Mask Work Registration of the country of the Seller's principal place of business provided that the Customer promptly notifies the Seller of any such claim and resulting suit or proceeding in writing and further provided that, at the Seller's expense, (a) the Customer gives the Seller the sole right to defend or control the defense of the suit or proceeding, including settlement, and (b) the Customer provides all necessary information and assistance for that defense. Except for any consequential damages the Seller will pay all costs and damages finally awarded or agreed upon by the Seller that are directly related to any such claim. In the event of a charge of infringement the Seller's obligation under the agreement will be fulfilled if the Seller, at its option and expense, either:

- i Procures for the Customer the right to continue using such Products;
- ii Replaces the same with non-infringing Products;
- iii Modifies the same to make them non-infringing; or
- iv Accepts the return of any infringing Products and refunds their purchase price. Notwithstanding the foregoing, the Seller will have no liability with respect to any claim of infringement to the extent based on a configuration or modification incorporated in the Products at the request of the Customer, on any process application into which the Products are integrated by the Customer, or on use of the Products in combination with other equipment or products not supplied by the Seller. This paragraph sets forth the Seller's entire liability with respect to intellectual property and infringement of Patents by any Products (including software programs, equipment or Products thereof) or by their operation and is in lieu of all warranties or conditions relating to infringement or intellectual property either express or implied.

## **7. LICENSED SOFTWARE & FIRMWARE**

Products comprised of software or firmware may be subject to additional terms and conditions set forth in separate license agreements of the Seller which will control to the extent necessary any conflict with the terms and conditions stated herein. Such products will not be delivered or made available until the Customer also agrees to the terms and conditions of such separate license agreements.

## **8. PACKING & MARKING**

Customer-specified packing or marking may be subject to additional charges not otherwise included in the price of the Products.

## **9. WEIGHTS & DIMENSIONS**

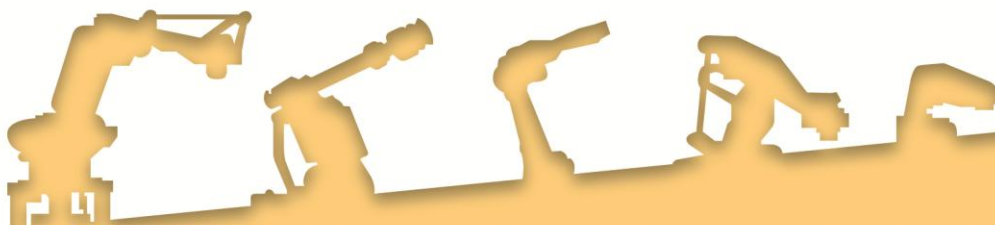
Published weights and dimensions are estimates or approximate only and are not warranted.

## **10. QUOTATIONS**

The validity of pricing and the subject of pricing to a Rate of Exchange calculation is stated within the quotation, together with the validity of the quotation. Standard validity is 30 days. Verbal quotations are not permitted and are not binding in any way. All typographical and clerical errors are subject to correction at the sole discretion of the Seller.

## **11. PRICES**

Prices and other information shown in any publication of the Seller (including product catalogues and brochures) are subject to change without notice and confirmation by specific quotation. Such publications are not offers to sell and are maintained only as a source of general information. The Customer will pay or reimburse the Seller for all sales, use, customs, excise, and value-added or similar taxes. Products comprised of time and material services will be provided in accordance with the Seller's quoted service rates (including applicable overtime and travel expenses) in effect as of the date such services are



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provided, unless otherwise confirmed by the Seller's written quotation or order acknowledgement. Billable service time includes travel time to and from the job site and all time the Seller's representative are available for work and waiting (whether on or off the job site) to perform the services.

## 12. CHANGES

Customer-requested order changes, (including those affecting the identity, scope and delivery of the Products, must be documented in writing and are subject to the Seller's prior approval and adjustments in price, scheduling and other affected terms and conditions. In any event, the Seller reserves the right to reject any change that the Seller deems unsafe, technically inadvisable or inconsistent with established engineering or quality guidelines or standards, or incompatible with the Seller's design or manufacturing capabilities.

## 13. RETURNS POLICY

Returned goods are not accepted without prior approval. Acceptance is at Robotic Innovations' discretion. Goods must be in original packaging with factory seals intact to qualify for credit. No returns on obsolete, damaged, altered, or non-stock goods without management approval. Non-stock items approved for return will be sent back to the manufacturer, with relevant fees charged to the customer. For repairs, a quote will be sent, and the process will start after receiving a valid Purchase Order. Always obtain a return slip and reference the return slip number in all correspondence.

## 14. ORDER CANCELLATION

An order may be cancelled by the Customer prior to shipment only by written notice and upon payment to the Seller of reasonable cancellation and restocking charges, including reimbursement for direct costs, plus allowance for disruption. Cancellation charges associated with orders for custom Products or Products specifically manufactured to the Customer's specification may equal the actual selling price of the Products. The Seller has the right to cancel an order for cause at any time by written notice, and the Seller will be entitled to cancellation and restocking charges as identified above. No termination by the Customer for cause will be effective unless and until the Seller has failed to correct such alleged cause within forty-five (45) days after receipt of the Customer's written notice specifying such cause.

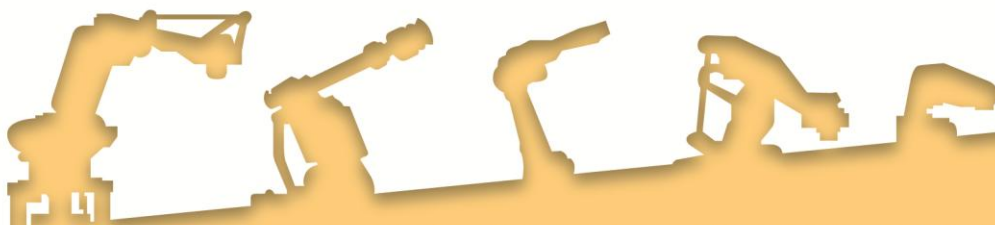
## 15. FORCE MAJEURE

The Seller will not be liable for any loss, damage or delay arising out of its failure hereunder due to causes beyond its reasonable control, including without limitation, acts of God or the Customer, acts of civil or military authority, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, delays in transportation, or transportation embargoes. In the event of such delay, the Seller's performance date(s) will be extended for such length of time as may be reasonably necessary to compensate for the delay.

## 16. GOVERNMENT CLAUSES & CONTRACTS

Application of government contract regulations and clauses to the Products or this agreement will be subject to separate review and consent by an authorised representative of the Seller at its head office prior to acceptance of this agreement. Products sold or licensed hereunder are not intended to be used, nor should they be used, in any military nuclear related application either as a "Basic Component" as defined under United States nuclear regulations or under similar nuclear Laws and Regulations of any other country or otherwise.

## 17. EXPORT CONTROL



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Products and associated materials supplied or licensed under this Agreement may be subject to various export laws and regulations. It is the responsibility of the exporter to comply with all such laws and regulations. The Seller will not comply with boycott-related requests except to the extent permitted by South African Law.

## 18. BREACH

Should the Customer breach any of the terms of this agreement and/or any dispute arises from the agreement, then in such event, the Seller shall be entitled to at its sole discretion:

To enter into negotiations with the Customer on a speedy basis and in good faith to settle any dispute, which negotiations shall be conducted between parties having the necessary authority to act should the Customer be a legal entity; and/or To issue a letter of demand calling on the Customer to remedy any breach within 7 days of dispatch of the letter of demand and in circumstances where the client fails to remedy the breach after the letter of demand to then and at the Seller's sole discretion be entitled to:

- Cancel the agreement; and/or
- Claim all damages incurred; and or
- Claim specific performance of the agreement; and/or
- Pursue any other remedy available in law to the Seller.

## 19. GOVERNING LAW & JURISDICTION

This agreement and all disputes arising there under will be governed by and interpreted in accordance with the laws and will be subject to the exclusive jurisdiction of the courts of the country or local jurisdiction of the Seller's principal place of business but specifically excluding the provisions on the 1980 UN Convention of Contracts for the International Sales of Goods. If any provision of this agreement should be held wholly or partly invalid under any applicable law, the remainder of the agreement will not be affected thereby.

Generally, at the Seller's sole discretion, any disputes arising from this agreement may be heard and brought before a Magistrate's Court having jurisdiction to hear the dispute and the parties hereby agree and consent to such jurisdiction of the Magistrate's Court in terms of section 45 of the Magistrates' Courts Act 32 of 1944, as amended from time to time, despite the monetary value of any claim or dispute arising from this agreement.

Either party may not assign this agreement without the written consent of the other.

The receipt of an order by the Seller from a customer is acceptance of the Robotic Innovations Standard Terms & Conditions of sale.

