

PROBE SUPPORT COVER TERMS AND CONDITIONS (3 YEARS) – RENISHAW UK SALES LIMITED

Issue 1 (Effective from 23 July 2025)

In these Terms and Conditions the following words have the following meanings:

“**Contract**” means together : (a) the three (3) year Probe Support Cover Proposal (“**PSC Proposal**”); and (b) these Probe Support Cover Terms and Conditions (“**Terms and Conditions**”); “**Customer**” means you, the purchaser of this PSC; “**Fees**” mean the annual or monthly fees to be paid by Customer for the PSC as set out in the PSC Proposal; “**Goods**” mean the applicable Renishaw CMM sensors and/or machine tool probing units and corresponding serial numbers set out in PSC Proposal, as may be substituted from time to time by an Advance RBE; “**PSC**” means the Renishaw Probe Support Cover services as set out in the Contract; “**RBE**” means a repair by exchange, whereby Customer returns the faulty item of Goods to Renishaw and Renishaw supplies a unit that meets the same functional standard as a new unit of the relevant Goods; “**Advance RBE**” means when Renishaw provides an RBE unit to Customer before Customer delivers the relevant item of Goods to Renishaw; “**RBE Exclusions**” means those exceptions set out in condition 2.2 below which fall outside the scope of the unlimited damage protection cover; “**Renishaw**” means Renishaw UK Sales Limited with company number 01418812 and registered office at New Mills, Wotton Under Edge, Gloucestershire, GL12 8JR; and “**Term**” means the three (3) year period following the date of Renishaw’s order acknowledgment.

1. INITIAL ASSESSMENT

- 1.1. Renishaw shall assess the Renishaw CMM sensors and/or machine tool probing units requested by the Customer to be covered by the PSC.
- 1.2. Following this initial assessment, Renishaw at its discretion may require the replacement, by way of RBE, of any sensors and/or units that are outside of their original warranty period and/or are obsolete as of the date of the request for PSC, and invoice Customer for the then current RBE charge(s).
- 1.3. The PSC Proposal shall only be issued to the Customer once the invoice referred to in 1.2, where applicable, has been paid for in full.
- 1.4. By placing an order following receipt of the PSC Proposal the Customer is making an offer based on the terms of the Contract, which Renishaw may accept by way of order acknowledgment or performance of the PSC.

2. UNLIMITED DAMAGE PROTECTION

- 2.1. Subject to the RBE Exclusions set out in condition 2.2 below, during the Term and in consideration for payment of the Fees, where Customer notifies Renishaw that any Goods have been damaged, Renishaw shall despatch an Advance RBE for that item to the Customer’s address, or another address in the UK where agreed, free of charge.
- 2.2. The PSC unlimited damage protection cover described at condition 2.1 shall not apply:
 - (i) to any cabling, styli, mounting brackets or any consumable elements;
 - (ii) to bespoke or customised Goods;
 - (iii) to purely cosmetic damage; OR
 - (iv) where the returned item was installed, used or stored in a way that is not in strict accordance with Renishaw’s instructions for use, (together and each the “RBE Exclusions”) in which case Renishaw may charge Customer according to Renishaw’s then current list price for its replacement.
- 2.3. All shipment dates for any Goods under RBE are estimates only and the time of delivery is not of the essence. Renishaw is not liable to compensate Customer in damages or otherwise for non-delivery or late delivery of any RBE, for whatever reason or for any direct or indirect losses arising.
- 2.4. Title in an Advance RBE unit shall pass to Customer upon delivery. Title in the item of Goods to be returned to Renishaw shall pass to Renishaw when the Advance RBE unit is delivered to the Customer.
- 2.5. Risk of loss of or damage to the item of Goods to be returned to Renishaw at the Customer’s expense shall remain with Customer until received by Renishaw, and risk of loss of or damage to an Advance RBE unit shall pass to Customer upon Renishaw’s delivery to the carrier.
- 2.6. Should the damaged item of Goods not be received by Renishaw within fourteen (14) days of the date the Advance RBE unit is delivered to the agreed address, Renishaw may charge Customer Renishaw’s then current list price for the item, and in such event title in the Advance RBE shall only pass to Customer where this invoice has been paid for in full.
- 2.7. Any installation of the Advance RBE unit at Customer’s premises is not included. If Customer requires such installation to be undertaken by Renishaw an additional fee will be payable, as set out in the PSC Proposal.
- 2.8. Whilst there is no limit to the number of incidents covered by this PSC, the Customer may be charged for excessive use as described and set out in the PSC Proposal (“**Excessive Use**”).
- 2.9. The decision of Renishaw on all matters governed by this condition 2 and, in particular to the applicability of the RBE Exclusions and Excessive Use, shall be conclusive and binding on Customer. Renishaw reserves the right to inspect the Customer’s site and manufacturing process on reasonable notice and during normal business hours to support any of its decisions under this condition 2.9 and the scope of the PSC.

3. PRICES AND PAYMENT

- 3.1. Unless otherwise agreed in writing, all prices quoted are exclusive of any applicable value added tax, which shall be payable in addition.
- 3.2. Unless otherwise agreed in writing, Customer shall pay all Renishaw’s invoices in full (in cleared funds) not later than thirty (30) days from the end of the month in which the invoice is dated.
- 3.3. Renishaw may charge interest on overdue sums at the higher of the statutory amount that Renishaw 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, and shall be entitled to suspend shipment as set out in condition 4.

4. SUSPENSION OF SERVICES

- 4.1. Without prejudice to any rights that have accrued to Renishaw under this Contract or at law, Renishaw may suspend the performance of the PSC where Customer:
 - (i) fails to pay the Fees or any other amount which is due and payable; or
 - (ii) breaches any of its obligations set out in this Contract.
- 4.2. Neither party shall be in breach of this Contract nor liable for a delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure results from a Force Majeure Event, provided that party has used reasonable endeavours to mitigate the effect of such Force Majeure Event. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. However, if the period of delay or non-performance continues for three (3) months, the party not affected may terminate this Contract by giving thirty (30) days’ written notice to the affected party. “**Force Majeure Event**” means any event, circumstance or cause beyond a party’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 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.

5. TERM AND TERMINATION

- 5.1. Subject to earlier termination in accordance with this condition 5, the Contract shall continue for the Term.
- 5.2. Without prejudice to any rights that have accrued under the Contract or at law, either party may give written notice to the other party terminating the Contract with immediate effect if the other party:
 - (i) commits a material or persistent breach of any of the terms of the Contract which are not capable of remedy; or where remediable and does not remedy the breach within thirty (30) days’ written notice of being required by the first party so to do this; OR
 - (ii) is unable to pay its debts as they fall due or a petition is presented or meeting convened for the purpose of winding up the other party or the other party enters into liquidation whether compulsorily or voluntarily or compounds with its creditors generally or has a receiver or administrator appointed over all or any part of its assets or if any event analogous to any of the foregoing shall occur in any jurisdiction in which the other party is incorporated, resident or carrying on business.
- 5.3. Renishaw may terminate the Contract with immediate effect where the Customer’s Excessive Use is to such an extent where, in Renishaw’s sole opinion, the additional charges that would otherwise apply would not be sufficient to recover the losses suffered by Renishaw from the Customer’s abuse of the PSC.
- 5.4. The termination or expiration of the Contract (for whatever reason) shall not affect rights and liabilities existing at the date of termination, including the Customer’s obligation to pay Renishaw for any outstanding and unpaid invoices relating to the PSC, as well as other amounts accrued.

6. LIMITATION OF LIABILITY

- 6.1. Subject to condition 6.4, 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 fifty thousand pounds (£50,000) or the total of the monthly PSC Fees paid prior to the claim under the Contract, whichever is the lesser.
- 6.2. Subject to condition 6.4, 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.
- 6.3. All warranties, conditions and terms implied by law are excluded to the fullest extent possible.
- 6.4. Nothing in the Contract 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.

7. EXPORT CONTROL

- 7.1. Customer warrants, represents and undertakes:
 - (i) to comply with applicable import/export laws and regulations, sanctions, and trade embargoes (collectively “**Export Laws**”);
 - (ii) to obtain all necessary licences for subsequent export or re-export after receipt from Renishaw; and
 - (iii) that it shall not directly or indirectly access, use, disclose, export, re-export, assign, transfer or sub-license any goods, software, services, intellectual property rights, technical assistance, technical documentation and other information provided by Renishaw to Customer, to or via any destination listed at www.renishaw.com/restricted-destinations, or for any end use prohibited by Export Laws (including without limitation 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), or to any person or organisation subject to Export Laws that prohibit or restrict their access to such items.
- 7.2. Customer shall use its best endeavours to ensure the purpose of this condition 7 is not frustrated by any third party 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 this condition 7.
- 7.3. Any breach of this condition 7 shall constitute a material breach of an essential element of this Contract, and Renishaw shall be entitled to seek adequate remedies including without limitation terminating the Contract with immediate effect without the need for notice in writing.
8. **MISCELLANEOUS**
- 8.1. **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.
- 8.2. **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).
- 8.3. **Data Protection:** Customer acknowledges that Renishaw 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 Renishaw for processing

on Customer’s behalf without Renishaw’s express written consent. In any event, Customer may not share the following sensitive information with Renishaw: (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 Renishaw or access Goods. Customer is solely responsible for the security of and all activity associated with its account(s).

- 8.4. **Further Assurance:** From time to time on request of Renishaw, 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 Renishaw to give proper effect to the Contract.
- 8.5. **Assignment:** Renishaw, 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.
- 8.6. **Entire Agreement:** The Contract, including these Terms and Conditions, supersedes any terms and conditions, except for any non-disclosure agreement made between the parties, relating to its subject matter. No other terms, conditions or representations about the Goods shall apply unless such provision has been specifically agreed by Renishaw in writing.
- 8.7. **Waiver:** No waiver shall be binding unless executed in writing. No failure or delay to exercise a right or remedy shall constitute a waiver.
- 8.8. **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.
- 8.9. **Notices:** Any notice under the Contract shall be in writing, in English and shall be delivered to: (i) Renishaw, 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.
- 8.10. **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.
- 8.11. **Set-off:** All amounts due under the Contract from Customer to Renishaw 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). Renishaw may set off any amount owing from Renishaw to Customer against any amount payable by Customer to Renishaw, whether under the Contract or any other agreement between them.
- 8.12. **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.
- 8.13. **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 Renishaw may rely on and enforce the Contract as if they were a party to the Contract.
- 8.14. **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.
- 8.15. **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.