

## Application to use Credit Account on The Renishaw Web shop - US

Company Name:

Existing account holder's customer number or a recent order reference:

Please enable the following email addresses to allocate orders on the Renishaw Web shop to the Company's credit account.

**\*Please note all email addresses entered below will need to match the email address used to log into MyRenishaw.**

Email address:

Name (if applicable):

Job title (if applicable):

e.g. purchasing@company.com	e.g. n/a	e.g. n/a
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Billing address:

Shipping address:

Personal data provided in relation to this account will be processed in accordance with the Renishaw privacy statement (<https://www.renishaw.com/legal/en/privacy-notice--43453>).

By signing below, the Company agrees that (a) the Renishaw sales terms and conditions set out on page 2 of this application, (b) the terms and conditions of the software licences included by Renishaw with any software, and (c) future updates made to the terms and conditions by Renishaw that are contained in click-through screens, quotations, acknowledgements and invoices, will apply to all Web shop orders on account, to the exclusion of any other terms and conditions that the Company seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

Authorisation for this application

Authorised signature:

Date:

Name:

Job title:

Please fax back to +1 847 286 9974 OR send a signed PDF copy to [usa@renishaw.com](mailto:usa@renishaw.com)

**EXCLUSIVE TERMS AND CONDITIONS OF SALE – RENISHAW, INC. (GENERAL)**

In these Terms and Conditions (the “**Terms**”), “**Seller**” means Renishaw, Inc.; “**Buyer**” means a customer that places an order with Seller, which is accepted by Seller; “**Goods**” means all items referenced on Seller’s order acknowledgement excluding Services; “**Equipment**” means the equipment provided by Seller as referenced on Seller’s order acknowledgement; “**Software**” means the computer programs supplied by Seller to Buyer, whether as part of or in connection with the Equipment or separately, that are the subject of a license granted by Seller to Buyer (“**License**”) contained in a document accompanying the Software (whether or not signed by the parties) or incorporated in the Software, but excludes computer programs licensed to Buyer by a third party, and unless otherwise agreed in writing, Buyer is licensed to use the Software only for its intended purpose; “**Services**” means any installation, commissioning, calibration, part programming, training, maintenance or other such services provided by Seller, as are referenced on Seller’s order acknowledgement and any written description or specification which has been provided to Buyer (“**Services Specification**”); “**Deliverables**” means the deliverables from any Services, as are referenced on Seller’s order acknowledgement or Services Specification; “**Intellectual Property Rights**” means any patents, trademarks, registered designs and all applications for registration of them, copyrights or design rights or any right which is similar or analogous to any of these anywhere in the world; “**Incoterm**” means one of the sets of terms defined by Incoterms 2010.

**1. Exclusive Terms; Making of Contract**

A. In the absence of a written sales agreement executed by Seller and Buyer, these Terms are the exclusive terms of sale. Seller’s quotations are submitted on these Terms and are not offers capable of acceptance. All offers by Seller to sell Goods or provide Services are expressly conditioned on Buyer’s assent to and acceptance of these Terms. Seller’s processing of any order is expressly conditioned on Buyer’s assent to and acceptance of these Terms, including all provisions of the Terms that are different from or in addition to any purported terms and conditions of the order. Any additional, different or other terms and/or conditions contained in any purchase order, document, website or other communication by or from Buyer are hereby objected to and rejected by Seller. If not previously accepted in writing, Buyer accepts the Terms by accepting delivery of the Goods or Services. The “**Contract**” means the description, quantity, price, payment term, and any other terms and/or conditions and documents, if any, stated on Seller’s written order acknowledgement, Seller’s datasheet, if any, and these Terms. These Terms supersede any terms and conditions in Buyer’s order. No other terms, conditions or representations about the Goods or Services shall apply unless specifically agreed by Seller’s authorized representative in writing. No variation or waiver of these Terms shall be effective unless made in writing signed by an authorized representative of each party. The License shall prevail over these Terms if there is any inconsistency.

B. The Goods or any part of them are sold subject either to: (i) the “FCA” Incoterm; or (ii) another Incoterm referenced on Seller’s order acknowledgement; and the relevant Incoterm shall be incorporated into the Contract. If there is any inconsistency between an Incoterm and these Terms, the order of precedence shall be (i) the Incoterms expressly identified on Seller’s order acknowledgement, (ii) these Terms, and (iii) the Incoterm.

C. If Buyer defers or cancels an order after Seller’s acceptance, Buyer shall be liable to Seller for all costs and expenses incurred by Seller as a result of the order and for Seller’s lost profit on the order, and Buyer shall indemnify Seller against any and all loss, liability, cost, consequential or incidental damages, or expenses of any kind whatsoever resulting from the order deferment or cancellation.

D. Where it is a condition of the Contract that Buyer will open a letter of credit or pay the whole or part of the price for the Goods or Services before the due delivery date, any failure to comply will entitle Seller to treat the Contract as cancelled by Buyer, and Seller may invoice for the amounts in paragraph 1C above.

**2. Prices and Payment**

A. Unless otherwise agreed in writing, or provided for in the relevant Incoterm, all prices quoted are: (i) FCA Seller’s premises, (ii) exclusive of any applicable taxes, which shall be payable in addition; and (iii) subject to variation and may be replaced with those prevailing at the date of delivery.

B. The price for the Goods includes all matters for which Seller is liable under the relevant Incoterm. Buyer will reimburse Seller for all reasonable travel and out-of-pocket expenses incurred by Seller in connection with the performance of the Services.

C. Subject to approval of the Seller’s credit department and unless otherwise agreed in writing, Buyer shall pay all Seller’s invoices in U.S. dollars in full (in cleared funds) not later than 30 days from the date of the invoice.

D. Seller may charge interest on overdue sums at the highest rate permissible under applicable law, accruing on a daily basis until payment is received, after as well as before any judgment for such sums.

**3. Delivery and Acceptance**

A. All delivery dates are estimates only and the time of delivery is not of the essence of the Contract. Seller is not liable to compensate Buyer 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 therefrom.

B. If Seller cannot deliver the whole or part of any Goods or Services because of any cause or circumstances beyond its control interfering with the production, supply, or transportation of such Goods or Services, including but not limited to Seller’s inability to obtain raw materials or supplies at a commercially reasonable price, the time of delivery shall be extended by a period equal to that during which the cause delaying delivery exists. If this paragraph applies, Seller shall deliver and Buyer shall take and pay for such part of the Goods and Services as Seller shall be able to deliver in accordance with the Contract and Seller shall not be subject to any liability or damages for delay in performance or non-performance. Seller may, during any period of shortage due to any cause, prorate and allocate its supply.

C. Seller shall be entitled to deliver the Goods in one or more consignments or installments unless otherwise expressly agreed. In all cases where delivery is made in one or more consignments or installments, each consignment or installment shall be deemed to be made under a separate contract and may be invoiced separately, and cancellation of any consignment or installment shall not void or affect contracts as to other consignments or installments.

D. Delivery shall be in accordance with the relevant Incoterm.

E. Where Buyer is to collect the Goods from Seller’s premises, it shall do so within 7 days of receipt of Seller’s notice that the Goods are ready for collection, otherwise, Seller may charge Buyer for its costs associated with Buyer’s failure to collect within this time. Where Seller has arranged for carriage of the Goods, Buyer shall be deemed to have received such Goods unless it notifies Seller in writing of non-delivery by the due date for payment of the relevant invoice.

F. If it has been agreed in writing that the Goods are sold subject to prior inspection by Buyer, such inspection shall take place at Seller’s premises and once Buyer or its representative has inspected and approved the Goods, the Goods shall be conclusively presumed to be in accordance with the Contract and accepted, and paragraph 3H below shall not apply in respect of those Goods.

G. For orders comprising Goods and Services which are supplied together, acceptance of the Goods and Services will be deemed to take place on the date the Seller’s installation report is signed by Buyer, or completion of all the Services, whichever occurs first. For orders comprising Goods only, Services only, or Services delivered later than the Goods to which they relate, acceptance will be deemed to take place on the date of delivery of the Goods or performance of the Services, or when the Goods or Deliverables are put into use, whichever occurs first.

H. If, before acceptance, Buyer establishes to Seller’s reasonable satisfaction that the Goods are not in accordance with the Contract, Buyer’s sole and exclusive remedy shall be limited, at Seller’s option, to the replacement of the Goods or refund of the purchase price against return of the Goods.

**4. Title and Risk of Loss**

A. Title and risk of loss of or damage to the Goods shall pass to Buyer at the time of delivery set out in paragraph 3D.

B. Security Interest: Buyer grants to Seller and to its successors and assigns a purchase money security interest in and to the Goods and Deliverables sold under this Agreement and all proceeds and products thereof, including the proceeds of any insurance related thereto. The security interest hereby created shall secure the payment of the purchase price for the Goods and Deliverables, together with all costs and expenses, including court costs and attorneys’ fees incurred or expended in collecting the indebtedness secured hereby and in enforcing the security interest created hereby. Buyer agrees to execute, on request, and hereby authorizes Seller to file, financing statements deemed necessary or desirable by Seller to perfect its security interest in the Goods and Deliverables.

**5. Buyer’s Default**

A. Seller may, at its option, cancel or withhold all further deliveries under the Contract if Buyer: (i) does not pay any sum due under this or any other contract between Seller and Buyer on time; (ii) being a natural person, dies or becomes bankrupt; (iii) being an entity, enters into liquidation or if an administrator or receiver or administrative receiver is appointed over all or part of its undertaking, property or assets; (iv) enters or offers to enter into any arrangement or composition with his or its creditors; or (v) suffers anything similar or analogous to any of these events under the laws of any jurisdiction in which Buyer is organized, resident or carries on business.

B. Buyer shall immediately give notification to Seller should any of the events in 5.A.(ii)-(v) above apply, and in the case of death, Buyer’s representatives shall give such notification.

**6. Return of Goods**

A. Except for items which are customized, bespoke, or comprise non-standard assembled products, Buyer may return Goods to Seller within 60 days of the original shipment date by following the process in this paragraph 6.

B. Buyer must notify Seller within 30 days of shipment if it wishes to return Goods. Upon notification, Seller will issue a return goods authorization number (“**RGA**”) which Buyer shall use on all paperwork and labels for return. Goods shipped for return without use of the applicable RGA may be refused by Seller.

C. Goods will not be accepted for return where Seller determines in its sole discretion that the items are damaged, incomplete or not in their original packaging, or are received by Seller more than 60 days from the original shipment date.

D. Goods which are accepted will be credited, subject to a restocking fee of \$95 or 20% of the net price of the returned items, whichever is greater.

**7. Exclusive Limited Warranty**

A. Seller warrants that the Equipment will substantially conform to Seller’s published specifications and datasheets, if any, or to such other specifications the parties have agreed upon in writing. Subject to paragraphs 7B and 7F, Seller will make good, by repair or, at its option, by the supply of a replacement or refund of purchase price, nonconformities which under proper use appear in the Equipment, within a period of:

(i) 12 months; or  
(ii) 15 months, if Buyer is a manufacturer of equipment for resale with the Equipment as an integral part of the manufacturer’s equipment; or

(iii) such time as stated in any different warranty period for the Equipment or components of the Equipment that is specified in the tender offer, documentation accompanying the Equipment or otherwise agreed in writing with the Buyer,

after (i) the Equipment has been shipped, or (ii) such other date as specified in the tender offer, documentation accompanying the Equipment or otherwise agreed in writing with the Buyer (“**warranty start date**”) and which arise solely from the nonconformity to the exclusive limited warranty set forth herein. The repair or replacement 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. In Seller’s sole discretion, in lieu of repair or replacement, Seller may opt to refund the purchase price for any nonconforming Equipment.

B. Seller is not liable for the quality, performance or fitness for purpose of any hardware manufactured or software licensed by a third party that are stand-alone items or otherwise external or supplied as an option to the Goods. However, Seller will endeavor to pass on to Buyer the benefit of any warranty received by Seller from its supplier.

C. If Buyer notifies Seller that the Software does not materially perform to specification under proper use in the 90 days (or such other period stated in Seller’s tender offer, the Software license or agreed in writing with the Buyer) after the warranty start date, Seller shall replace or repair the Software within a reasonable time of notification. In Seller’s sole discretion, in lieu of repair or replacement, Seller may opt to refund the purchase price for any nonconforming Software. No warranty is given that the Software is bug or error-free.

D. If Buyer notifies Seller that any of the Services or Deliverables have not been provided using reasonable care and skill or do not materially meet any Services Specification in the 90 days (or such other period stated in Seller’s tender offer or agreed in writing with the Buyer) after delivery, Seller shall re-perform the relevant Services within a reasonable time of notification. In Seller’s sole discretion, in lieu of re-performing the Services, Seller may opt to refund the purchase price for any nonconforming Services.

E. The warranty in this paragraph 7 excludes any consumable items.

F. Seller is not liable to Buyer for any warranty nonconformity unless Buyer immediately gives Seller written notice of the alleged nonconformity with full particulars of the operating conditions under which it became apparent and returns the Equipment or relevant part or Deliverable shipping paid to Seller’s facility.

G. Any items returned to Seller are at Buyer’s risk. Repaired or replacement items will be dispatched shipping paid by Seller to the address requested by Buyer.

H. If the Seller does not identify a warranty nonconformity in the Goods or Deliverables, or does identify a nonconformity, defect or malfunction which is due to any reason set out in paragraphs 7I(i) to 7I(i)(viii), Seller may charge Buyer for all work undertaken in such identification at its then current chargeable rates, and for any costs and expenses reasonably incurred.

I. Seller is not liable, whether in contract, tort or otherwise, for any warranty nonconformity, defect, damage to or reduced performance of any part of the Goods or Deliverables, or any equipment being maintained as part of the Services (“**Maintained Items**”), or for any direct or indirect losses, and paragraphs 7A and 7C cease to apply if, after delivery, the Goods, Deliverables or Maintained Items have been:

- (i) used for any purpose which is not contemplated by Seller’s instructions for use or the applicable datasheet;
- (ii) installed, used or stored in a way that is not in strict accordance with Seller’s instructions for use, or otherwise brought to the attention of the Buyer, including where installation has been undertaken by persons not authorized by Seller;
- (iii) used with materials, equipment or software which is not contemplated by Seller’s instructions for use or used under environmental conditions beyond those expressly stated on the applicable datasheet;
- (iv) damaged, misused, neglected, not properly cleaned and stored after use or had any of their identification marks or numbers altered or removed;
- (v) modified and altered in any way without Seller’s prior written authorization;
- (vi) damaged as a result of use or operation after any defect in them has become apparent;
- (vii) damaged as a result of failure or fluctuation of electrical power or environmental systems; or
- (viii) damaged as a result of fire, flood, theft, act of god, war, terrorism or similar event, and Seller may invoice Buyer for any repairs required to the Goods, Deliverables or Maintained Items in such circumstances.

J. The decision of Seller on all matters governed by this paragraph 7 and in particular (but without limiting the foregoing) as to the nature and cause of any nonconformity, defect or malfunction, shall be conclusive, and binding on Buyer.

#### 8. Customized or Bespoke Goods

A. Where the Goods have been produced or adapted according to designs or configurations specified or supplied by Buyer, Buyer represents and warrants to Seller that:

- (i) the Goods as so designed or configured do not breach any third party's Intellectual Property Rights;
- (ii) Buyer's design or configuration is suitable for the Goods' end-use, application and/or purpose (and as such Buyer agrees that Seller will have no responsibility for any defective design or configuration); and
- (iii) Buyer 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.

B. Buyer shall indemnify Seller against all actions, suits, proceedings, claims, demands, charges, liabilities, losses, interest, costs and expenses which Seller may suffer or incur in connection with any claim by any third party alleging facts which, if established, would indicate a breach of Buyer's representations and warranties in this paragraph 8.

#### 9. Performance of Services; and Use and Disposal of Goods

A. Buyer shall: (i) cooperate with the Seller in all matters relating to the Services; (ii) provide Seller and its representatives with access to Buyer's premises as reasonably required to provide the Services; (iii) provide such materially accurate information and materials as Seller may reasonably require to supply the Services; (iv) inform Seller of all health and safety rules and regulations and any other reasonable security requirements that apply at Buyer's premises; (v) undertake such work necessary to prepare Buyer's premises for the supply of the Services, in accordance with Seller's reasonable instructions; and (vi) be solely responsible for assessing and meeting all legislative and recommended health and safety conditions at Buyer's premises to enable provision of the Services.

B. Buyer shall bring to the attention of all persons using the Goods, or where the Buyer is reselling the Goods, to the attention of its purchaser, all of Seller's datasheets, specifications, and/or instructions for the Goods, including those referred to in Seller's catalogues or brochures or which Seller has otherwise provided to or made Buyer aware of. Buyer shall take such steps as are necessary to ensure that there will be available in connection with the use of the Goods adequate information about the use for which they were designed and about any conditions necessary to ensure that when put to that use they will be safe and without risk to health.

C. Buyer shall not, and, where Buyer resells the Goods, shall require its purchaser not to, remove any marking on the Goods referring any user to Seller's instructions and/or recommendations for use.

D. Buyer shall indemnify Seller against all actions, suits, proceedings, claims, demands, charges, liabilities, losses, interest, costs and expenses which Seller may suffer or incur in connection with any claim by any third party alleging facts which, if established, would indicate a breach of Buyer's undertakings, representations and warranties contained in this paragraph 9 or a breach by any purchaser from Buyer of any undertaking which Buyer is obliged in this paragraph 9 to require from such purchaser.

E. Where Seller is allowed by law to delegate the responsibility for the disposal of electrical waste and equipment, Buyer shall be responsible for the disposal of the Goods, at its own cost.

#### 10. Intellectual Property Rights

A. Nothing in this Contract changes the ownership of any pre-existing Intellectual Property Rights. Intellectual Property Rights created specifically for the Buyer as part of the Deliverables shall belong to the Buyer and all other Intellectual Property Rights shall belong to the party that created them.

B. Paragraph 10C applies where a claim is made against Buyer 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) Buyer has allowed the Goods to be altered or (ii) the Goods have been used as set out in paragraph 7I(iii), and in either such case the claim would not have arisen if such alteration or use had not occurred.

C. Provided that Buyer gives Seller prompt notice in writing of any claim of the type referred to in paragraph 10B and allows Seller (if it so wishes) the entire control of the defense and settlement of the claim, Seller will pay any costs and damages awarded against Buyer in proceedings brought upon the basis of any such claim.

D. If any claim of the type referred to in paragraph 10B is made or is in the opinion of Seller likely to be made, then either (i) Seller shall be entitled to procure for the benefit of Buyer a license to use the Goods and/or Software 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 (i) are in the opinion of Seller not practicable at reasonable cost, Seller shall be entitled to require Buyer to sell the Goods to Seller 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 Seller.

E. Seller shall have no other or further liability in respect of the alleged infringement of any Intellectual Property Rights other than as specified in this paragraph 10.

F. All drawings, materials, specifications and other data supplied by Seller ("Materials") and all Intellectual Property Rights in them shall remain the property of Seller and, except where they have already been placed in the public domain by Seller, Buyer shall keep the Materials confidential and shall not use them for any purpose other than that for which they were supplied. Buyer shall destroy or return the Materials to Seller immediately upon Seller's request and in any event, promptly upon Buyer's requirements for the Materials having been satisfied.

#### 11. Exclusion of Warranties, Exclusive Remedies and Limitation of Liability

A. **THIS PARAGRAPH 11 SETS OUT SELLER'S TOTAL LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, MISREPRESENTATION OR OTHERWISE ARISING UNDER OR IN CONNECTION WITH THE CONTRACT OR RELATING TO THE SUBJECT MATTER THEREOF.**

B. **EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THESE TERMS, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF TITLE, OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. FURTHER, ALL WARRANTIES, CONDITIONS AND TERMS IMPLIED BY LAW ARE EXCLUDED TO THE FULLEST EXTENT POSSIBLE.**

C. **SUBJECT TO PARAGRAPH 11B ABOVE SELLER'S TOTAL LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, MISREPRESENTATION OR OTHERWISE ARISING UNDER OR IN CONNECTION WITH THE CONTRACT OR RELATING TO THE SUBJECT MATTER THEREOF IS LIMITED TO \$75,000 OR THE TOTAL PRICE PAID BY BUYER UNDER THE CONTRACT, WHICHEVER IS GREATER.** Further, and subject to such total liability:

- (i) Seller's liability for warranty nonconformities is limited to the obligations in paragraphs 3H and 7;
- (ii) Seller's liability for breach of obligations under paragraph 7 is limited to the price of the relevant part of the Goods or Services in question;
- (iii) Seller's liability for Intellectual Property Rights claims is limited to the obligations in paragraph 10;

(iv) the remedies expressly set forth herein are the sole and exclusive remedies for any alleged breach of contract or warranty or other claim whether sounding in contract or tort (including negligence) relating to any nonconformity, defect, damage to or reduced performance of any part of the Goods, Services, Deliverables, or Maintained Items.

(v) **IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR LOSS OF DATA OR DIMINUTION IN VALUE, OR LOSS OF CONTRACTS, BUSINESS, OR GOODWILL, OR FOR ANY CLAIMS OF THIRD PARTIES, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE;** and

(vi) Seller is not liable for any claim if (a) full details of the claim have not been given to Seller within 1 month of the matters giving rise to the claim becoming known to Buyer, and (b) legal proceedings in respect of the claim are not begun within 12 months of that date.

D. Where Buyer resells the Goods or Deliverables by incorporation into Buyer's products, Buyer shall indemnify Seller against any third-party claims arising out of defects in Buyer's products.

#### 12. Export Control

A. Seller's acceptance of Buyer's order is conditional on the receipt of any export license, permit, answer to a rating enquiry from the applicable government(s), or other documentation required by the relevant authorities to comply with applicable export controls. Buyer acknowledges that Seller's compliance with such export controls may delay a shipment and, without prejudice to paragraph 3A, agrees that Seller is not liable for such delay.

B. If Buyer intends to export or re-export any item after receipt from Seller (including deemed exports), Buyer shall request and obtain all necessary licenses for the use and/or export of the item.

#### 13. Governing Law and Dispute Venue

The Contract and any dispute or claim arising from or in connection with it (whether contractual or non-contractual) shall be governed by and interpreted in accordance with Illinois law without regard to conflict or choice of law principles, and Buyer irrevocably submits to the exclusive jurisdiction of the state and federal courts of Illinois, but Seller may enforce the Contract in any jurisdiction. Buyer and Seller agree that this Contract is not subject to the United Nations Convention on Contracts for the International Sale of Goods (CISG 1980).

#### 14. Entire Agreement

The Contract sets forth the complete, entire and final agreement and understanding between Buyer and Seller relating to the subject matter hereof and merges all prior discussions, understandings, agreements, and documents between them. The Contract may only be amended or modified in writing stating specifically that it amends or modifies the Contract and is signed by Buyer and Seller.

#### 15. Assignment

Buyer shall not assign the Contract without Seller's prior written consent.

#### 16. Severability

If any term or provision of the Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term of the Contract or invalidate or render unenforceable such term or provision in any other jurisdiction.

## 1. The Repair Contract

- 1.1. These Terms govern all Contracts between Renishaw, Inc. ("**Renishaw**") and the customer ("**Customer**") in respect of products purchased from or manufactured by Renishaw that are submitted by Customer to Renishaw (a) for repair or (b) for calibration services ("**Product**").
- 1.2. After receiving the relevant Product, Renishaw shall undertake an initial inspection of the Product and issue documentation to Customer, detailing the estimated repair/replacement or calibration charge ("**Estimate**") for the Product and the anticipated shipment date of the repaired, replacement or calibrated Product.
- 1.3. Quotations and repair acknowledgements issued by Renishaw are submitted on these Terms and are not offers capable of acceptance. Customer's orders are not binding on Renishaw. A contract shall only come into existence on the date Renishaw issues a written confirmation that it will undertake work on these Terms, or on the date Renishaw actually commences work under these Terms, whichever occurs first, and the "**Contract**" means Renishaw's written confirmation (where applicable), and any other terms and/or conditions and documents stated on that written confirmation, if any, and these Terms, which are the exclusive terms and conditions. These Terms supersede any conditions in Customer's order. Renishaw objects to and rejects all additional or different terms submitted by Customer or on Customer's website and Renishaw undertakes work on the condition that Customer agrees to these Terms. No other terms, conditions or representations shall apply unless specifically agreed by Renishaw in writing. No variation or waiver of these Terms shall be effective unless made in writing signed by an authorized representative of each party.

## 2. Repair or Replacement

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

## 3. Charges and Payment

- 3.1. Any Estimate provided is not binding on Renishaw and Renishaw may charge Customer for any additional work required beyond that anticipated on initial inspection of the Product. Where an Estimate is not provided, Renishaw shall charge its current chargeable rates for any work undertaken, and for any costs and expenses reasonably incurred.
- 3.2. All Estimates and/or any other fees chargeable under these Terms are exclusive of any applicable taxes, which shall be payable in addition.
- 3.3. If Renishaw does not identify a nonconformity in a Product submitted for repair, or does identify a nonconformity and Customer does not wish to continue with a repair or a replacement, Renishaw may charge Customer at its then current chargeable rates, and for any costs and expenses reasonably incurred.
- 3.4. Renishaw will arrange standard delivery of the repaired Product, Replacement, RBE or calibrated Product to the address requested by Customer. Renishaw may arrange standard delivery of Products to Customer's address if Customer does not respond to an Estimate or, (and without prejudice to paragraph 3.6) does not pay any sums due to Renishaw in respect of any Product submitted for repair or calibration, in each case within 3 months of the date of the Estimate or applicable due date. Renishaw may charge Customer for the costs of delivery.
- 3.5. Subject to approval of Renishaw's credit department and unless otherwise agreed in writing, Customer shall pay Renishaw's invoices in U.S. dollars in full (in cleared funds) not later than 30 days from the date of the invoice.
- 3.6. Renishaw may charge interest on overdue sums at the highest rate permissible under applicable law, accruing on a daily basis until payment is received, after as well as before any judgment for such sums.

## 4. Shipment Dates, Title, Risk of Loss and Disposal of Product

- 4.1. Any shipment dates provided by Renishaw are estimates only and the time of shipment is not of the essence of the Contract. Renishaw is not liable to compensate Customer in damages or otherwise for any direct or indirect loss arising if any estimated shipment date is not met.
- 4.2. Title in a Replacement or RBE shall pass to Customer upon delivery. Title in the Product shall pass to Renishaw upon delivery.
- 4.3. Risk of loss of or damage to the Product shall remain with Customer unless or until title in it passes to Renishaw as set out in paragraph 4.2 above, and risk of loss of or damage to a Replacement or RBE shall pass to Customer upon Renishaw's delivery to the carrier.
- 4.4. If the applicable legislation on waste electrical and electronic equipment in the country to which Renishaw ships the Replacement or RBE permits Renishaw to delegate such responsibility for disposal or to recover the costs of such disposal, Customer shall be responsible for the disposal of the Replacement or RBE, or Renishaw's costs of such disposal.
- 4.5. To the extent permitted by law, Renishaw shall have a lien on the Product until Customer has paid all charges, costs and expenses in full.
- 4.6. Security Interest: Customer grants to Renishaw a purchase money security interest in any Replacement or RBE and all proceeds and products thereof, including the proceeds of any insurance related thereto. This security interest shall secure the payment of all charges, costs and expenses for the Replacement or RBE and Customer agrees to execute, on request, and hereby authorizes Seller to file, financing statements deemed necessary or desirable to perfect this security interest.

## 5. Exclusive Limited Warranty on Repair/Replacement

- 5.1. Renishaw warrants that repaired Products shall conform substantially to the same functional standard as a new product of the same technical specification as the repaired Product and that a Replacement will conform to the published specifications for such Replacement. Subject to paragraphs 5.2 and 5.3, Renishaw will make good, by repair or, at its option, by the supply of a replacement, nonconformities which arise under proper use, and appear in the following period after the date of Renishaw's invoice for the repair, Replacement or RBE: (a) a repaired Product, 3 months, (b) an RBE, 6 months, or (c) a Replacement, either 12 months or such time as stated in any different warranty period for the Replacement or components of the Replacement that is specified in Renishaw's repair acknowledgement, written confirmation or documentation accompanying the Replacement, or otherwise agreed in writing with the Customer. The warranty in this paragraph excludes any consumable items. The repair or replacement provided under the warranty in this paragraph shall not benefit from a new period of warranty and therefore the applicable warranty period stated above shall remain unaltered from the date of Renishaw's invoice for the repair, Replacement or RBE. In Renishaw's sole discretion, in lieu of repair or replacement, Renishaw may opt to return Customer's price paid for the repair, Replacement or RBE.
- 5.2. Renishaw is not liable to Customer for any such warranty nonconformity unless Customer immediately gives Renishaw written notice of the alleged nonconformity with full particulars of the operating conditions under which it became apparent and returns the repaired Product, Replacement or RBE shipping paid to Renishaw's facility.
- 5.3. Any items returned to Renishaw are at Customer's risk. Items repaired or replaced under the warranty in paragraph 5.1 will be dispatched shipping paid by Renishaw to the address requested by Customer.
- 5.4. If Renishaw does not identify a nonconformity, defect or malfunction in the repaired Product, Replacement or RBE, or does identify a nonconformity, defect or malfunction which is due to any reason set out in paragraph 5.5(i) to 5.5(viii), Renishaw may charge Customer at its then current chargeable rates, and for any costs and expenses reasonably incurred.
- 5.5. Renishaw is not liable, whether in contract, tort or otherwise, for any nonconformity, defect, damage to or reduced performance of any repaired Product, Replacement or RBE, or for any direct or indirect losses, and paragraph 5.1 shall cease to apply if, after delivery, the repaired Product, Replacement or RBE has been:
  - (i) used for any purpose which is not contemplated by Renishaw's datasheet or instructions for use;
  - (ii) installed, used or stored in a way that is not in strict accordance with Renishaw's datasheet, instructions for use, or otherwise brought to the attention of Customer, including where installation has been undertaken by persons not authorized by Renishaw;
  - (iii) used with materials, equipment or software which is not contemplated by Renishaw's instructions for use;
  - (iv) damaged, misused, neglected, not properly cleaned and stored after use or had any identification marks or numbers altered or removed;
  - (v) modified and altered in any way without Renishaw's prior written authorization;
  - (vi) damaged as a result of use or operation after any defect has become apparent;
  - (vii) damaged as a result of failure or fluctuation of electrical power or environmental systems; or
  - (viii) damaged as a result of fire, flood, theft, act of god, war, terrorism or similar event, and Renishaw may invoice Customer for any repairs required to the repaired Product, Replacement or RBE in such circumstances.
- 5.6. The decision of Renishaw on all matters governed by this paragraph 5 and in particular (but without limiting the foregoing) as to the nature and cause of any defect or malfunction, shall be conclusive, and binding on Customer.

## 6. Exclusion of Warranties, Exclusive Remedies and Limitation of Liability

- 6.1. **THIS PARAGRAPH 6 SETS OUT RENISHAW'S TOTAL LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, MISREPRESENTATION OR OTHERWISE ARISING UNDER OR IN CONNECTION WITH THE CONTRACT OR RELATING TO THE SUBJECT MATTER THEREOF.**
- 6.2. **EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THESE TERMS, RENISHAW MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE REPAIRED PRODUCT, REPLACEMENT, OR RBE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF TITLE, OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. FURTHER, ALL WARRANTIES, CONDITIONS AND TERMS IMPLIED BY LAW ARE EXCLUDED TO THE FULLEST EXTENT POSSIBLE.**
- 6.3. **SUBJECT TO PARAGRAPH 6.2 ABOVE RENISHAW'S TOTAL LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, MISREPRESENTATION OR OTHERWISE ARISING UNDER OR IN CONNECTION WITH THE CONTRACT OR RELATING TO THE SUBJECT MATTER THEREOF IS LIMITED TO \$75,000 OR THE TOTAL PRICE PAID BY CUSTOMER UNDER THE CONTRACT, WHICHEVER IS GREATER.** Further, and subject to such total liability:
  - (i) Renishaw's liability for breach of warranty is limited to the obligations in paragraph 5;
  - (ii) Renishaw's liability for breach of obligations under paragraph 5 is limited to the charge for the repair, Replacement or RBE, as applicable;
  - (iii) The remedies expressly set forth herein are the sole and exclusive remedies for any alleged breach of contract or warranty or other claim whether sounding in contract or tort (including negligence) relating to any nonconformity, defect, damages to or reduced performance of any part of the repair, Product, Replacement or RBE;
  - (iv) **IN NO EVENT SHALL RENISHAW BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR LOSS OF DATA OR DIMINUTION IN VALUE, OR LOSS OF CONTRACTS, BUSINESS, OR GOODWILL, OR FOR ANY CLAIMS OF THIRD PARTIES, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL,**

**EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT RENISHAW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE;** and

- (v) Renishaw is not liable for any claim if (a) full details of the claim have not been given to Renishaw within 1 month of the matters giving rise to the claim becoming known to the Customer, and (b) legal proceedings in respect of the claim are not begun within 12 months of that date.
- 6.4. A repaired Product, Replacement or RBE will be supplied to the Customer with the factory default settings specified in Renishaw's instructions for use, and Renishaw is not liable whether in contract, tort or otherwise for any direct or indirect loss or damage arising out of Customer's failure to reset the repaired Product, Replacement or RBE to the Customer's setting requirements.

#### **7. Export Control**

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

#### **8. Governing Law and Dispute Venue**

The Contract and any dispute or claim arising from or in connection with it (whether contractual or non-contractual) shall be governed by and interpreted in accordance with Illinois law without regard to conflict or choice of law principles, and Customer irrevocably submits to the exclusive jurisdiction of the state and federal courts of Illinois, but Renishaw may enforce the Contract in any jurisdiction. Customer and Renishaw agree that this Contract is not subject to the United Nations Convention on Contracts for the International Sale of Goods (CISG 1980).

#### **9. Entire Agreement**

The Contract sets forth the complete, entire and final agreement and understanding between Customer and Renishaw relating to the subject matter hereof and merges all prior discussions, understandings, agreements, and documents between them. The Contract may only be amended or modified in writing stating specifically that it amends or modifies the Contract and is signed by Customer and Renishaw.

#### **10. Assignment**

Customer shall not assign the Contract without Renishaw's prior written consent.

#### **11. Severability**

If any term or provision of the Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term of the Contract or invalidate or render unenforceable such term or provision in any other jurisdiction.

#### **15. Force Majeure**

If Renishaw cannot deliver the whole or part of the repaired Product, Replacement or RBE because of any cause or circumstances beyond its control interfering with the production, supply, or transportation of such items, including but not limited to Renishaw's inability to obtain raw materials or supplies at a commercially reasonable price, the time of delivery shall be extended by a period equal to that during which the cause delaying delivery exists. If this paragraph applies, Renishaw shall deliver and Customer shall take and pay for such part of the repaired Product, Replacement or RBE as Renishaw shall be able to deliver in accordance with the Contract and Renishaw shall not be subject to any liability or damages for delay in performance or non-performance. Renishaw may, during any period of shortage due to any cause, prorate and allocate its supply.