

FANUC UK LTD STANDARD CONDITIONS OF SALE

1. Definitions

1.1. In these Conditions, unless the context requires otherwise the following expressions shall have the following meanings:

- 1.1.1. "Company" being FANUC UK Limited
- 1.1.2. "Conditions"- these standard Conditions of Sale
- 1.1.3. "Customer"- the party named as the Customer in the Order Confirmation
- 1.1.4. "Delivery Invoice" - the invoice issued on or around the date of dispatch or delivery of the goods, as appropriate
- 1.1.5. "Guaranteed Date of Delivery" - the date shown on the Order Confirmation agreed separately in writing by the Customer and the Company
- 1.1.6. "Order Confirmation"- the Company's official written order acknowledgement of the Customer's order
- 1.1.7. "Product Sales"- the sale of; Robots, Robomachines, CNC Systems, Laser Systems and Automation Systems
- 1.1.8. "Spare Parts"- the sale of hardware and software (excluding Product Sales)
- 1.1.9. "Software"- the sale of application and system software
- 1.1.10. References to "Contract(s)" or "the Contract" are references to the contract between the Customer and the Company, as set out in the Order Confirmation, Delivery Invoice and as governed by these Conditions

2. Validity and Acceptance

2.1. Unless previously withdrawn or otherwise stated, any offer of Product Sales, Spare Parts and/or Software by the Company remains valid for 14 calendar days after the date of issue.

2.2. Contracts for Product Sales, software and/or Spare Parts only become valid and binding upon the Company following the issuance by the Company of a written Order Confirmation.

2.3. Contracts for Emergency services, being defined as unplanned repair or rectification of software and/or hardware, become valid and binding upon the Company only through the dispatch of qualified personnel to the premises where the service is to be carried out.

2.4. Unless agreed in writing between the Customer and the Company upon a Contract becoming binding upon the Company as set out in 2.2 and 2.3 above, the Customer is deemed to have accepted these Conditions and agrees to be bound by them.

2.5. Acceptance of amendments to existing orders will require a new Order Confirmation. Any clause additional or contrary to those included in these Conditions shall be deemed invalid unless specifically accepted to have precedence (in writing) by the Company.

3. Formation of Contract, Cancellation & Amendments

3.1. All contracts of sale are exclusively subject to these Conditions and cannot be altered by the Customer without written acceptance by the Company.

3.2. The Customer accepts and agrees that the Company may amend these standard Conditions upon 14 days' notice provided to the Customer.

3.3. No terms or conditions contained in the Customer's purchase order, acknowledgements, acceptances or similar documents will form part of the Contract and the Customer waives any right to which it might have to rely on such terms or conditions. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

3.4. Any provision or part of provision of these Conditions, which is or may be void or unenforceable shall, to the extent of such invalidity or unenforceability, be deemed severable and shall not affect any other provision or part of provision of these Conditions.

3.5. The Customer will not be entitled to cancel the Contract in whole or in part thereof, nor will the Customer be entitled to delay in the performance of its obligations under the Contract without the Company's written consent, which will only be given on terms which will indemnify the Company against all direct and indirect losses arising in connection with such cancellation or delay.

3.6. Should the Customer cancel an order in whole or in part, the Customer shall pay to the Company the full value of delivered but unpaid goods and/or services, in addition to direct costs proven reasonably incurred by the Company as a result.

3.7. Except as otherwise provided in these Conditions, drawings, photographs, specifications, dimension and weights submitted by the Company must be taken as approximate only and do not form part of the Contract, nor shall they be treated as constituting a representation that goods of that type will be supplied to the Customer.

3.8. Bookings for a training course must be confirmed in writing. A purchase order for the Customer's training course reservation is due no later than 30 calendar days prior to attendance of the training course. The Company reserves the right to refuse entry into a training class if the purchase order is not received prior to attending.

3.9. If the Customer does not attend a pre booked Company training course, and has not previously informed the Company, the full course fee shall be payable.

3.10. Written confirmation of cancellation or a request to transfer a training course to another date must be received 30 calendar days prior to the course start date. All transfers must be taken within a period of six months from the original course date.

The following charges will apply, dependent on notice given:

3.10.1. 30 working days prior to the course start date - no charge

3.10.2. Less than 30 working days' notice given - 50% of the course fee

3.10.3. Less than 14 working days' notice given 100% of the course fee

3.11. The Customer acknowledges the right of the Company to consider any Order confirmed by the Company as cancelled after a period of six months has elapsed from the date when the goods or services are made available to the Customer. In such case, the aforementioned cancellation costs shall apply, notwithstanding any other amounts due under the Order Confirmation.

3.12. In addition, the Company reserves the right to cancel, postpone or otherwise delay services and training due to circumstances beyond its control.

3.13.1 At the Customer's request, and upon the Company's express written agreement, orders may be amended after the Company receives the Customer's Purchase Order. This agreement will only be given on terms that will indemnify the Company against all direct and indirect losses.

3.13.2 Administrative amendments (e.g. requests to issue invoices to a Finance House or amendments to payment terms) accepted upon the Company's express written agreement will carry a standard fee of £500.00, and will be payable in accordance with the agreed payment terms.

4. Price and Variation of Price

4.1. All prices quoted are exclusive of any applicable VAT or any other taxes if not otherwise specified.

4.2. The Company shall be entitled to adjust the price to take account of any delay on the part of the Customer in supplying information required to complete the order; or of any alteration made by the Customer to specifications or other information supplied to the Company.

4.3. The Company's prices are as per the quotation supplied or based on the Company's current price list. If the Company agrees to invoice in any other currency than as quoted, it shall be at an exchange rate determined by the Company, acting reasonably. The Company, however, reserves the right to adjust the quotation if the spot rate, in relation to the currency stated which applied on the date of the quotation moves more than 5% from that rate.

4.4. All extras and accessories ordered but not specified in the Company's quotation will be charged for separately as will the costs of all tests, alterations, additions and other work undertaken at the Customer's request.

5. Invoicing and Payment

5.1. Subject to the Company's approval of the Customer's credit rating, full payment of all invoiced items shall be made in the invoice currency so that the Company receives payment within 30 calendar days from invoice date, unless for a deposit invoice or otherwise specified within the Company's quotation, Order Confirmation or otherwise expressly agreed by us in writing.

5.2. The Customer accepts that all invoices are issued on the following basis, unless otherwise specified within the Company's quotation or Order Confirmation or otherwise expressly agreed by us in writing:

5.2.1. For Product Sales:

5.2.1.1. 30% of the Order Confirmation price to be invoiced following placement of the order and payable within 7 calendar days from invoice date

5.2.1.2. 70% of the Order Confirmation price to be invoiced on dispatch of the goods and payable within 30 calendar days from invoice date

5.2.1.3. Invoices stages for automation and system projects to be agreed at time of quotation

5.2.2. For Spare Parts, Training and Service;

5.2.2.1. 100% to be invoiced on dispatch of the goods or provision of the training or service

5.3. In the event that the Customer fails to make payment for goods or services, or fails to take delivery of any of the goods, or commits any other breach of Contract, then all sums outstanding in respect of goods and services shall become due and payable immediately and the Company, in their absolute discretion and entirely without prejudice to any other rights and remedies they may have, may:

5.3.1. Charge interest to the Customer at the Bank of England reference rate plus 8% for the time being prevailing from the date when payment in question becomes due to the date of actual payment

5.3.2. Suspend future deliveries of goods to the Customer under the Contract in question or under any other Contract and/or terminate any such Contract(s) without any liability upon the Company and

5.3.3. Withdraw credit facilities for future orders without liability upon the Company

5.4. If credit is required, the Customer shall supply sufficient financial information for the Company to evaluate and assign a credit limit. Ongoing credit facilities are subject to review of financial information obtained through credit reference agencies and payment terms being adhered to, and can be reduced or withdrawn without formal notification.

5.5. Payments shall be made without any deduction whatsoever, howsoever arising, whether in England or Worldwide, for set-off or counterclaim and free and clear of bank charges at the bank specified by the Company.

5.6. The terms of invoicing and payment set out in clause 5 shall not be delayed by any request from the Customer to postpone delivery of the products or services.

6. Delivery

6.1. Unless otherwise specified in the Company's Order Confirmation, Product Sales shall be delivered DAP Delivered at Place in accordance with INCOTERMS 2020. Transportation costs will be added to the invoice, unless otherwise agreed in writing by the Company.

6.2. The period of delivery of goods shall be governed by the Order Confirmation and shall begin on the date of the Order Confirmation, provided that all specifications have been given to the Company prior to that date. Timely supply is conditional upon timely receipt of all documents required to be furnished by the Customer, necessary licenses and releases, timely clarification and approvals of plans and observance of the terms of payment agreed upon and other obligations.

6.3. If the aforementioned conditions for the delivery of goods or services are not met, the period allowed for supply shall be extended accordingly. If delivery is delayed for reasons for which the Customer is responsible, supply shall be deemed timely if notice that goods are ready for shipment has been given within the agreed period. The Customer shall indemnify the Company for any damages that the delayed delivery may cause to the Company.

6.4. Any agreed upon time for completion of delivery shall be binding only to the extent that this has been expressly stipulated and accepted by both parties in writing.

6.5. Packing and carriage costs will be charged as extras for the Customer's account unless otherwise agreed in writing by the Company.

6.6. Unless the contrary is expressly stipulated by the Company in writing, periods for supply of deliveries are given as purely indicative. The Company shall not be liable for any costs or penalties incurred or loss of revenues experienced by the Customer due to delay in manufacturing, dispatch or delivery.

6.7. Delivery of the ordered goods will take place in one single delivery, unless otherwise specified by the Company, and using the Company's standard packaging. Different packaging and split deliveries may be possible upon Customer's request. In such case, additional charges will apply.

6.8. Any amendments or changes to the items, quantities, configurations, packaging or method of delivery specified in the Order Confirmation may result in a delay in the delivery of the goods ordered, which shall not result in any liability upon the Company. Additional charges may also apply.

6.9. In the case of Product Sales or components thereof, if the Customer does not take physical delivery of the on the date specified on the Order Confirmation or as otherwise agreed between the Customer and the Company, the Company will be entitled at its own discretion and entirely at the Customer's risk and expense, either to dispatch the goods to the Customer, or to arrange storage of the goods. Any such storage of the goods will be invoiced to and paid for by the Customer. The mechanism and manner of storage will be at the full discretion of the Company and shall reflect the reasonable costs of storage.

6.10. The Company accepts no liability for non-delivery or damage in transit, except in the case of goods sold "DELIVERED" and in such case the Company's responsibility will be limited to replacing or repairing the missing or damaged goods or, at our option, refunding the purchase price.

6.11. Where the Company provides a Guaranteed Date of Delivery in writing to the Customer, no claim by the Customer for any non-delivery shall be valid unless the Company is notified within 7 calendar days after the guaranteed date of delivery. If the Customer fails to notify the Company within this 7-day period, the Company shall be deemed to have delivered the Goods and the Customer is barred from bringing any claim, howsoever arising from the non-delivery, after the expiry of the 7-day period set out in this clause 6.11.

6.12. In all other circumstances where the Company does not provide a Guaranteed Date of Delivery in writing to the Customer, no claim by the Customer for any non-delivery shall be valid unless the Company is notified within 7 calendar days after the date of the Delivery Invoice. If the Customer fails to notify the Company within this 7-day period, the Company shall be deemed to have delivered the Goods and the Customer is barred from bringing any claim, howsoever arising from the non-delivery, after the expiry of the 7-day period set out in this clause 6.12.

6.13. Goods damaged in transit must be reported to us by signing the delivery note "DAMAGED ON ARRIVAL" and returning it to us so as to be received by us within 5 calendar days of delivery. Delivery notes sent to us by facsimile or e-mail shall be deemed to have been received on transmission provided a hard copy follows in the post. Any damaged Goods must be retained (including wrappings, cartons, or other packaging) for inspection.

6.14. The Customer is responsible for the proper disposal of all materials used in packing, protecting and transporting all products supplied by the Company to the Customer.

7. Acceptance by Customer

7.1. If the Customer does not notify the Company within 30 calendar days of delivery that the goods do not conform to the Order Confirmation, they shall be deemed to have accepted the goods.

7.2. If the Customer does notify the Company within the above time limit in clause 7.1 that the goods do not conform to the Order Confirmation, they shall give sufficient details of this and allow the Company reasonable opportunity to inspect and rectify the goods. Upon the Company doing so to the Customer's reasonable satisfaction, such satisfaction being to an objective standard (of the reasonable Customer) for the goods that have been delivered, the goods shall be deemed to be accepted by the Customer.

8. Warranty

8.1. The Company shall only be liable for the services performed for a period of 12 months after performance, and liable for Spare Parts and Product Sales for a period of 12 months after delivery (save as set out in Clauses 6.11, 6.12, 7.1, 7.2, 9.2, and 9.3 in these conditions), including defects that become apparent within twelve months after the date of provision of a repair service on Spare Parts provided as part of repair work, unless otherwise expressly agreed in the Company's quotation. Software products carry a 90-calendar days warranty from the date of delivery.

8.2. The Company shall have no warranty obligations with respect to defects or direct or indirect damages resulting from alterations or from repairs carried out by the Customer or any other third party. In case of installation by the Customer or a third party, the Customer shall provide proof that the part subject to warranty failed in the course of normal operation.

8.3. The Customer shall grant the Company such adequate time and opportunity, as deemed reasonable by the Company in and at the Company's full discretion, to remedy failures to meet the foregoing warranties. To remedy such failures, the Company shall repair or, at its option, replace the defective product.

8.4. The Company's obligation to repair or replace as aforesaid shall not apply to any goods which are normally consumed in operation, have a normal life inherently shorter than the warranty period specified, are not properly stored, installed, used, maintained or repaired or are modified other than pursuant to the Company's instructions or approval, or have been subjected to any other kind of misuse or detrimental exposure, or have been involved in an accident.

8.5. The Company shall have no liability, whether in Contract, tort, negligence, or otherwise, to the Customer with respect to non-FANUC manufactured products save only as to the extent that the manufacturer's warranty for the non-FANUC product allows the Company to transfer such manufacturer's warranty to the Customer. Replacement outside Europe of non-FANUC manufactured products will only be carried out through the Customer at its European registered address.

8.6. If the Customer delays delivery for more than 60 calendar days after the date specified on the Order Confirmation or as otherwise agreed between the Customer and the Company, then the warranty period for all products shall be reduced on a pro-rata basis. By way of an example, if the delay of delivery was for 90 days, thereby being 30 days after the 60 calendar day period, the warranty period would be reduced by 30 days.

9. Product Returns and Repairable Spare Parts

9.1. The Company declines any obligation to accept returns for non-FANUC manufactured products. Requests for returns of non-FANUC manufactured products thereof will be analysed by the Company, and if accepted (such acceptance being entirely at the Company's discretion), a restocking fee shall apply.

9.2. When purchasing a spare part the Customer may return a defective part, and if eligible shall be entitled to the credit set out below, including any applicable discounts, should the returned part be repairable by the Company. The Company shall advise which Spare Parts are eligible for this credit. In order to qualify for the return credit, the Company must receive the defective part within 10 calendar days after delivery of the newly purchased part. The Company may at its own discretion agree to deliveries after this deadline, in which case the Company reserves the right to reduce the exchange credit by 5% each week of delay in sending back the defective part. Any credits applicable shall be issued to the Customer once the newly purchased part has been paid for in full.

9.2.1 All motors shall be entitled to a credit of 20% of the price paid for the newly purchased part

9.2.2 All other eligible parts shall be entitled to a credit of 30% of the price paid for the newly purchased part

9.3. The Company accepts the return of non-used, packed and sealed Spare Parts, within 10 calendar days from the date of delivery of the part, against a restocking fee of 15% of the list price of the part

9.4. Any used, unpacked Spare Parts, or Spare Parts where the seal is broken shall be treated as defective parts and shall therefore qualify for a maximum credit as stated above in 9.2

9.5. The Company does not accept returns of Software, books, manuals or other printed or electronically stored media

10. Provision of Services and Training

10.1. The Customer shall immediately notify the Company if they cannot facilitate the Company carrying out the work at the agreed time. Any agreed time for commencement or completion of the work shall then be extended accordingly and be subject to the availability of the Company's personnel at a date or time different to those initially agreed.

10.2. Where the services are to be carried out at the premises of the Customer, the Customer shall ensure that the following matters are satisfied before the agreed date for the commencement of the services:

10.2.1. Before the services have commenced the Customer shall inform the representative of the Company of all relevant health and safety regulations in force at its premises. The services shall not be carried out in surroundings that are or may potentially be unhealthy or dangerous. All the necessary safety and precautionary measures will have been taken by the Customer before the services have started and shall be maintained throughout the performance of the Company's service

10.2.2. The Company's personnel shall be able to start work in accordance with the agreed time schedule and to work during normal business hours. Provided that the Customer has been given notice in reasonable time, work may be performed outside normal business hours to the extent deemed necessary by the Company

10.2.3. The Customer guarantees to the Company that all of the necessary safety and precautionary measures, including compliance with all applicable health and safety legislation, will have been taken by the Customer before the

service is started and guarantees that they shall be maintained throughout the performance of the Company's service

10.3. Should the matters set out in clause 10.2 fail to be guaranteed, the Company's personnel shall be entitled to defer the performance of the service prior or during its commencement until such time when the health and safety conditions are guaranteed. The Company shall not be held responsible for any costs incurred or loss of revenues experienced by the Customer as a result of a delay due to absence or insufficiency of health and safety conditions. The Customer shall indemnify the Company for any damages that the delayed delivery may cause to the Company.

10.4. The services described in the scope of the quotation for application support shall be made under the direction of the Customer. Therefore, and except in case of wilful misconduct, the Company shall not be deemed to have acquired any or all of the Customer's obligations and risks in the design, development, manufacturing or operation of the equipment subject to the application support. As such, the Company shall be held free of any claim related to any loss of contracts or profit or for any direct, indirect, special or consequential loss suffered by the Customer or by any third party.

10.5. If the Customer arrives late for a Company training course or is absent from any session, the Company reserves the right to refuse to accept the Customer for training if the Company feels the Customer will gain insufficient knowledge or skill in the time remaining.

11. Limitation and Exclusion

11.1. Any performance figures are merely indicative, and cannot take into consideration the conditions under which the Customer will use the goods or services supplied, and shall not expose the Company to liability unless such performance is confirmed in writing prior to the delivery.

11.2. Without limitation to Clause 11.3 below, the Customer acknowledges that in entering into the Contract, the Customer does not rely on and shall have no rights or remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out within these Conditions.

11.3 The Customer accepts that any advice or assistance provided by the Company which is not part of the quotation, shall not engage the Company's liability under any circumstances, whether in contract, warranty, tort, negligence or otherwise. For the avoidance of doubt, and without limitation to the exclusions set out in the previous sentence of this Clause 11.3, the Customer shall not have any claim for misrepresentation (whether made innocently or negligently) in relation to these Conditions.

11.4. To the fullest extent permitted by the applicable law, the Company will not be liable for any business interruption or loss of profit or revenue, materials, anticipated savings, data, contract goodwill (whether direct or indirect in nature) or for any other form of incidental, indirect or consequential damages of any kind. The Company's maximum, cumulative liability relative to all other claims and liabilities, including obligations under any indemnity whether or not insured, will not exceed the cost of the products and or services giving rise to the claim or liability. The restrictions on liability in this clause 11.4 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

11.5. If any goods supplied by the Company are sold, or passed into the possession or control, of a third party, whether in breach of the clauses 16.1 and/or 16.2 below or for any other reason, the Customer shall and will indemnify the Company against any and all claims whatsoever, howsoever arising from any jurisdiction worldwide, from any such third parties connected with or relating to such goods. The parties agree that the consideration for this clause is the willingness of the Company to supply such goods to the Customer under the terms of the Contract.

11.6. The provisions of this section shall survive any termination of any Contract for the supply of goods or services.

11.7. Nothing in the Contract limits any liability which cannot legally be limited, including liability for death or personal injury caused by negligence fraud or fraudulent misrepresentation.

12. Intellectual Property Rights

12.1. The Customer may not at any time erase, alter or deface the Company's name, or any of their trademarks, or attach any other trademark to the goods or juxtapose their trademarks with any other mark likely to cause confusion.

12.2. The copyright in each party's design, data sheets, packaging and literature and any other materials shall remain the property of that party and no rights or license (except as to the use for which our goods are supplied) shall be granted hereby whether express or implied.

12.3. Should the Customer receive any claim that such goods infringe a patent, copy right or trade secret and the Customer provides the Company with all necessary information and assistance as well as the exclusive authority to defend and settle such claim, the Company will, at its own expense and option, defend or settle such claim. The foregoing states the Company's entire liability, for patent, copyright or trade secret infringement in connection to any sale of goods or services.

13. Passing of Title to Property

13.1. Until full payment has been received by the Company and until all other sums which may be due from the Customer to the Company on any other account have been paid in full then, regardless of delivery having been made, title shall not pass and:

13.1.1. The Customer shall hold the Goods on a fiduciary basis solely as Bailee for the Company and shall not sell, part with nor pledge or purport to grant security over them or modify them in any way nor incorporate them into any other machine or device in such a way as to destroy or obscure their identity and shall not do or allow anything to be done which make them become a fixture but shall store the goods separate from other goods and marked in such a way that they are clearly identifiable as our property

13.1.2. The Customer shall insure them for their full value against "all risks"

13.1.3. The Company shall be entitled at any time to inspect and/or to repossess the goods or detach the goods from anything to which they are attached or in which they are installed without being responsible for any damage reasonably caused by access thereto

13.2. Any Software provided by the Company to the Customer remains the property of the Company notwithstanding the right that the Customer or its final Customer may have to use the Software in connection with the operation of the related hardware provided by the Company. Software may not be copied, transferred or transmitted without the Company's prior written authorisation.

13.3. The Customer shall be responsible for: ensuring compliance with all statutory, government or local authority regulations and laws applicable in relation to goods ordered from the Company and for ensuring that all instructions, handbooks, notices and warnings issued by the Company are properly understood and complied with at all times by all persons using the goods or working within close proximity to them.

14. Insolvency and default

14.1. The Customer agrees and accepts that the Company is entitled (entirely without prejudice to any other rights and remedies the Company may have), in cases of default, delay of payment or insolvency before property passes to the Customer, to enter the Customer's premises to repossess any of the goods. In doing so, the Company will be entitled to dismantle any goods without being liable for any damage caused, whereupon the Customer's right to use or deal in the goods shall terminate.

14.2. The Company will be entitled to maintain an action for the payment of any goods notwithstanding that property in them has not passed to the Customer.

14.3. The Company may also exercise the rights (entirely without prejudice to any other rights and remedies the Company may have) if any distress or execution shall be levied upon any of the Customer's goods, or if the Customer offers to make any arrangement with its creditors, or the Customer is unable to pay its debts as they fall due, or if any petition in bankruptcy is presented against the Customer, or if being a Limited Company any resolution or petition to wind up the Customer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented, or if a receiver, administrator, administrative receiver or manager shall be appointed over the Customer, or the whole, or any part of the Customer's business, or assets, or if the Customer shall suffer any analogous proceedings under foreign law and in such events all sums outstanding in respect of the goods shall become immediately payable.

14.4. Should the Customer make any composition or arrangement with its creditors, or should any legal process be instituted or any person or persons be appointed to control the Customer's affairs because of failure to honour its debts, the Company shall be entitled at any time thereafter to forthwith terminate any Contract for the supply of goods or services and shall be held free from any direct, indirect or consequential claim or liability in respect to the termination of the Contract.

15. Force Majeure

15.1. The expression "force majeure" shall mean any event of circumstances beyond the immediate control of either party, including without prejudice to the generality of the foregoing, strikes, lock outs, trade disputes, accident to plant or machinery, shortage of any material, failure in whole or part of any power or energy supply, delays in or cancellations of deliveries or provision of services by third parties, riots, civil commotion, war national or international, emergency, destruction or damage due to natural forces, fire, flood, explosion, pandemic, epidemic and compliance with orders or requests of any national or local authority.

15.2. Except in relation to payment terms, neither party will be liable for breach of Contract if and to the extent that fulfilment of a term of these Conditions has been prevented, hindered or delayed by force majeure as defined in these Conditions, and in such event the time for fulfilment of such a term shall be extended for such a period as is reasonable in all the circumstances.

16. Compliance with export control laws and regulations

16.1. Introduction

The Customer acknowledges that any sale of goods, software, technology and services supplied by the Company ("FANUC items") requires compliance with all applicable laws, regulations and rules on the trade of military and dual-use items as well as economic and financial sanctions including those enacted or adopted by Japan, the United States, the European Union or its Member States, the U.K. and the country in which the Company selling office is registered ("Export Control Laws").

16.2. Re-export

The Customer agrees that any sale or supply of FANUC items shall at all times be subject to the applicable Export Control Laws including those of the country in which the items are exported. The Customer hereby confirms that it has established procedures and controls to ensure compliance with Export Control Laws.

16.3. End-use (risk of proliferation of weapons of mass destruction and accumulation of conventional weapons)

The Customer acknowledges that FANUC items cannot be used for the development, production, use or stockpiling of weapons of mass destruction, including but not limited to, nuclear, biological or chemical weapons, missiles or drones. In addition, the Company's policy also restricts the sale or supply of its items to military or conventional weapons end-use / end-user unless explicitly authorised by the Company.

16.4. FANUC products used as components of Other Products

The Customer agrees that, when integrating FANUC items as a component of its product, it has the responsibility to act in compliance with and classify the product based on the applicable Export Control Laws including the country from which the product will be exported.

The Customer acknowledges that the Company does not sell products to "Self-Maintenance" countries, (*i.e.* countries or territories where the Company is not represented by any of its subsidiary and it is not allowed to sell actively products to those territories. Please refer to FANUC website for the up-to-date list: <https://www.fanuc.co.jp/en/service/index.html>).

In that respect, The Customer acknowledges that the Company will not ensure any service or any warranty-related activities on site, nor ship any spare parts to a Self-maintenance destination. Any after-sales activity is under the sole responsibility of the Machine Tool Builder or the Integrator – unless the Company explicitly granted an exception.

16.5. Hold harmless and indemnification clause

The Customer hereby agrees to defend, indemnify and hold harmless the Company against any liability, losses, damages (including reputational damages) or costs (including any legal costs) incurred or suffered by FANUC as a result of any breach, negligent act or omission or wilful default on the part of the Customer, or its representatives, agents or distributors arising either directly or indirectly from the performance (or non-performance) by the Customer or any of its representatives, agents or distributors of any obligations under any contract.

16.6. Suspension and termination

The Company will not incur any liability to the Customer on account of any loss or damage resulting from any delay or failure to perform all or part of its obligations if such delay or failure is directly or indirectly due to the entry into force of Export Control Laws or any request of the authorities.

17. Assignment

17.1. The Customer's rights and obligations under any Contract for the supply of goods or services shall not be assigned without the Company's prior written consent.

18. Privacy

18.1. The Company processes personal data (e.g. full name, e-mail, address, phone number) in accordance with the applicable data protection laws and only for accounting purposes and other business related activities. If personal data is shared with third parties, this will happen only with the appropriate security measures. FANUC keeps personal data no longer than necessary, for the purposes for which they were collected or as long as required by law. Any complaints are to be lodged with the competent supervising authority. In case of further questions, reporting a data protection breach or wishing to modify personal data, contact FANUC at dataprotection@fanuc.eu. For further information, please see our Privacy Policy: <https://www.fanuc.eu/uk/en/privacy-and-cookie-policy>.

19. Interpretation and Law

19.1. The Contract shall in all respects be governed by and constructed in accordance with English Law and shall be deemed to have been made in England and the parties agree to submit to the exclusive jurisdiction of the Courts of England.

19.2. If any provision, or part of a provision, of these Conditions is found to be void or unenforceable, that provision, or part, shall be deemed to be deleted from this agreement. The remaining provisions of these Conditions shall continue in full force and effect and the parties shall use their respective reasonable endeavours to procure that any such provision is replaced by a provision which is valid and enforceable and which gives effect to the spirit and intent of these Conditions.

19.3. If any provision or part-provision of these Conditions is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

20 Confidentiality

20.1 Each party undertakes that it shall not at any time OR at any time during the Contract and for a period of two years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 20.2.

20.2 Each party may disclose the other party's confidential information:

20.2.1 To its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 20; and

20.2.2 As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority

20.2 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract

21 Entire agreement

21.1 The Contract constitutes the entire agreement between the parties

21.2 Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

shall not affect any of the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract, which existed at or before the date of termination or expiry

23.6 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

22 Waiver

22.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy

22.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy

23. Termination

23.1 Without limiting its other rights or remedies, the Company may terminate this Contract with immediate effect by giving written notice to the Customer if:

23.1.1 The Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so

23.1.2 The Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction

23.1.3 The Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

23.1.4 The Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy

23.2 Without limiting its other rights or remedies, the Company may suspend provision of the goods or services under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 23.1.2 to clause 23.1.4, or the Company reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment

23.3 Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment

23.4 On termination of the Contract for any reason the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of any goods or services supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt

23.5 Termination or expiry of the Contract, however arising,