

TERMS AND CONDITIONS

These are the terms and conditions on which United Automation supply Goods to the Customer. These terms shall apply if the Customer is not a consumer under the Consumer Rights Act 2015.

The Customer's attention is drawn in particular to the provisions of clause 10.

1. Interpretation

1.1 Definitions:

Bespoke Components	any components that are required to manufacture the Goods that United Automation must source from a third party.
Business Day	a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
Conditions	the terms and conditions set out in this document as amended from time to time in accordance with clause 13.4.
Contract	the contract between United Automation and the Customer for the sale and purchase of the Goods in accordance with these Conditions.
Customer	the person or firm who purchases the Goods from United Automation.
Force Majeure Event	an event or circumstance beyond a party's reasonable control.
Goods	the goods (or any part of them) set out in the Order.
Order	the Customer's order for the Goods, as set out in the Customer's purchase order form overleaf, or the Customer's order for the Goods over the telephone, as the case may be.
Specification	any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and United Automation.
United Automation	United Automation Limited (registered in England and Wales with company number 02714552).

1.2 Interpretation:

- 1.2.1 a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 1.2.2 any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.2.3 a reference to **writing** or **written** does not include faxes or emails.

2. Basis of contract

- 2.1 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 trade, custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.
- 2.3 The Order shall only be deemed to be accepted when United Automation issues a written acceptance of the Order, confirms acceptance over the telephone or confirms acceptance by email, at which point the Contract shall come into existence.
- 2.4 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.
- 2.5 Any samples, drawings, descriptive matter or advertising produced by United Automation and any descriptions or illustrations contained in United Automation's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.
- 2.6 A quotation for the Goods given by United Automation shall not constitute an offer. Unless otherwise stated, a quotation shall only be valid for a period of 30 days from its date of issue.

3. Goods

- 3.1 The Goods are described in United Automation's catalogue as modified by any applicable Specification.
- 3.2 The images of the Goods on www.united-automation.com or in United Automation's catalogue are for illustrative purposes only.

- 3.3 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify United Automation against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by United Automation in connection with any claim made against United Automation for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with United Automation's use of the Specification. This clause 3.3 shall survive termination of the Contract.
- 3.4 United Automation reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.

4. Delivery

- 4.1 United Automation shall ensure that:
- 4.1.1 each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - 4.1.2 if United Automation requires the Customer to return any packaging materials to United Automation, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as United Automation shall reasonably request. Returns of packaging materials shall be at United Automation's expense.
- 4.2 United Automation shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after United Automation notifies the Customer that the Goods are ready.
- 4.3 Delivery is completed on the completion of unloading of the Goods at the Delivery Location.
- 4.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. United Automation shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide United Automation with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.5 If United Automation fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of

similar description and quality in the cheapest market available, less the price of the Goods. United Automation shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide United Automation with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.6 If the Customer fails to accept delivery of the Goods within three Business Days of United Automation notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or United Automation's failure to comply with its obligations under the Contract:

4.6.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which United Automation notified the Customer that the Goods were ready; and

4.6.2 United Automation shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

4.7 If ten Business Days after the day on which United Automation notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, United Automation may resell or otherwise dispose of part or all of the Goods.

4.8 If United Automation delivers up to and including 5% more or less than the quantity of Goods ordered the Customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Goods was delivered, a pro rata adjustment shall be made to the Order invoice.

4.9 United Automation may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. Quality

5.1 United Automation warrants that on delivery, the Goods shall:

5.1.1 conform in all material respects with their description and any applicable Specification;

5.1.2 be free from material defects in design, material and workmanship; and

5.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

5.2 Subject to clause 5.3, if:

- 5.2.1 the Customer gives notice in writing to United Automation within 30 days of delivery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
 - 5.2.2 United Automation is given a reasonable opportunity of examining such Goods; and
 - 5.2.3 the Customer (if asked to do so by United Automation) returns such Goods to United Automation's place of business at the Customer's cost, United Automation shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 5.3 United Automation shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 in any of the following events:
- 5.3.1 the Customer makes any further use of such Goods after giving notice in accordance with clause 5.2;
 - 5.3.2 the defect arises because the Customer failed to follow United Automation's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - 5.3.3 the defect arises as a result of United Automation following any drawing, design or Specification supplied by the Customer;
 - 5.3.4 the Customer alters, repairs or makes any adaptations to such Goods without the written consent of United Automation;
 - 5.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - 5.3.6 the Goods differ from their description or the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 5.4 Except as provided in this clause 5, United Automation shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
- 5.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 5.6 These Conditions shall apply to any repaired or replacement Goods supplied by United Automation.
- 6. Bespoke Components**
- 6.1 If the Goods ordered by the Customer require any Bespoke Components, the Customer acknowledges that United Automation may be required by the supplier of

the Bespoke Components to order a specific number of Bespoke Components (**Set Number**) that is in excess of the number of Goods ordered by the Customer.

- 6.2 United Automation shall use all reasonable endeavours to ensure that the Set Number is as close as possible to the number of Goods containing Bespoke Components ordered by the Customer.
- 6.3 If the Goods containing the Bespoke Components ordered by the Customer are less than the Set Number:
 - 6.3.1 United Automation shall have the right, in its absolute discretion, to reject the Order and cancel the Contract; or
 - 6.3.2 if United Automation proceeds to order the Set Number as required, the Customer shall be liable for the costs of the Set Number.

7. Title and risk

- 7.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 7.2 Title to the Goods shall not pass to the Customer until the earlier of:
 - 7.2.1 United Automation receives payment in full (in cash or cleared funds) for the Goods and any other goods that United Automation has supplied to the Customer, in which case title to the Goods shall pass at the time of payment of all such sums; and
 - 7.2.2 the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 7.4.
- 7.3 Until title to the Goods has passed to the Customer, the Customer shall:
 - 7.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as United Automation's property;
 - 7.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 7.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - 7.3.4 notify United Automation immediately if it becomes subject to any of the events listed in clause 9.1; and
 - 7.3.5 give United Automation such information relating to the Goods as United Automation may require from time to time.
- 7.4 Subject to clause 7.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before United Automation receives payment for the Goods. However, if the Customer resells the Goods before that time:

- 7.4.1 it does so as principal and not as United Automation's agent; and
- 7.4.2 title to the Goods shall pass from United Automation to the Customer immediately before the time at which resale by the Customer occurs.
- 7.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 9.1, then, without limiting any other right or remedy United Automation may have:
 - 7.5.1 the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
 - 7.5.2 United Automation may at any time:
 - 7.5.2.1 require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and
 - 7.5.2.2 if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

8. Price and payment

- 8.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in United Automation's published price list in force as at the date of delivery.
- 8.2 United Automation may, by giving notice to the Customer at any time up to five Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
 - 8.2.1 any factor beyond United Automation's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - 8.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
 - 8.2.3 any delay caused by any instructions of the Customer or failure of the Customer to give United Automation adequate or accurate information or instructions.
- 8.3 The price of the Goods:
 - 8.3.1 excludes amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to United Automation at the prevailing rate at the date of delivery, subject to the receipt of a valid VAT invoice; and

- 8.3.2 excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.
- 8.4 United Automation may invoice the Customer for the Goods on or at any time after the completion of delivery.
- 8.5 The Customer shall pay the invoice in full and in cleared funds within 20 Business Days of the date of the invoice. Payment shall be made to the bank account nominated in writing by United Automation. Time for payment is of the essence.
- 8.6 If the Customer fails to make any payment due to United Automation under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above Barclays Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 8.7 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). United Automation may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by United Automation to the Customer.

9. Termination

- 9.1 Without limiting its other rights or remedies, United Automation may terminate this Contract with immediate effect by giving written notice to the Customer if:
- 9.1.1 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 30 days of that party being notified in writing to do so;
- 9.1.2 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), 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;
- 9.1.3 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

- 9.1.4 the Customer's financial position deteriorates to such an extent that in United Automation's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 9.2 Without limiting its other rights or remedies, United Automation may suspend supply of the Goods under the Contract or any other contract between the Customer and United Automation if the Customer becomes subject to any of the events listed in clause 9.1.1 to clause 9.1.4, or United Automation 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.
- 9.3 Without limiting its other rights or remedies, United Automation 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.
- 9.4 On termination of the Contract for any reason the Customer shall immediately pay to United Automation all of United Automation's outstanding unpaid invoices and interest.
- 9.5 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.
- 9.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

10. Limitation of liability

- 10.1 Nothing in these Conditions shall limit or exclude United Automation's liability for:
- 10.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - 10.1.2 fraud or fraudulent misrepresentation;
 - 10.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;
 - 10.1.4 defective products under the Consumer Protection Act 1987; or
 - 10.1.5 any matter in respect of which it would be unlawful for United Automation to exclude or restrict liability.
- 10.2 Subject to clause 10.1:
- 10.2.1 United Automation shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

10.2.2 United Automation's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price paid for the Goods.

11. Indemnification

11.1 Seller will indemnify United Automation against, and hold it harmless from, any cost, loss, damage, or liability (including reasonable solicitors fees) arising from or related to Seller's (i) breach of any representation or warranty in this Agreement, (ii) conduct, or (iii) the failure, or alleged failure of the Products as manufactured and sold to United Automation to fully comply with all applicable laws, standards, codes, specifications and regulations or to be suitable or resale or other distribution by United Automation as contemplated by this Agreement. All warranty and indemnification provisions of this Agreement will survive the termination hereof.

11.2 Seller will indemnify, defend and otherwise hold harmless United Automation, its affiliates and its customers or buyers from all cost, loss, damage or liability arising from any proceeding or claim brought or asserted against United Automation, its affiliates, customers or buyers to the extent such proceeding or claim is based on an allegation that the Products, or any part thereof, or their distribution or use infringe any patent, copyright, trademark, trade secret, right in a mask work, or any similar claim, if United Automation notifies Seller of any such proceeding or claim promptly after it becomes known and provides all the assistance and cooperation to Seller that is reasonably requested. Seller will not be liable to United Automation under this section 9.2 to the extent that any claim is based on a use for which the Product or part was not designed (as provided in provided specifications) or an alteration of the Product by United Automation or at United Automation's direction, which caused the infringement.

12. Force majeure

Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for six weeks, the party not affected may terminate this Contract by giving two weeks written notice to the affected party.

13. General

13.1 **Assignment and other dealings.**

13.1.1 United Automation may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

13.1.2 The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of United Automation.

13.2 **Confidentiality.**

13.2.1 Each party undertakes that it shall not at any time during this Agreement, and for a period of two years after termination of this Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by clause 13.2.2. For the purposes of this clause, **group** means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.

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

13.2.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 13.2; and

13.2.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.2.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

13.3 **Entire agreement.**

13.3.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

13.3.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made

innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

- 13.4 **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 13.5 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 13.6 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 13.7 **Notices.**
- 13.7.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.
- 13.7.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 13.7.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.
- 13.7.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 13.8 **Third party rights.** No one other than a party to this shall have any right to enforce any of its terms.
- 13.9 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or

formation, shall be governed by and construed in accordance with the law of England and Wales.

- 13.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.