

TRUMPF



**Terms & Conditions for the Supply of
TruPulse nano and TruFiber P compact lasers and their accessories
Version 1.0 (valid from 12 August 2022)**



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T&Cs for the Supply of TruPulse nano & TruFiber P compact lasers

(and their accessories by TRUMPF Ltd.)

1. DEFINITIONS

Buyer - the person or organisation who purchases the Products and/or Services from Supplier.

Contract - the contract between Supplier and the Buyer for the supply of the Products and/or Services and which consists of the Order, Supplier's acceptance of that Order, these Conditions, any Specification, and, if applicable, the terms of any agreement into which these Conditions are incorporated.

Currency - the currency in which the price for the Products and/or Services will be charged, as indicated in the Quotation and/or acceptance of Order.

Demonstrator Product - Product usually supplied specifically against Buyer's specifications.

Manufacturer - TRUMPF Laser UK Limited (company number 3290610).

Order - the Buyer's order for the Products and/or Services.

Product - the goods (or any part of them) set out in the Order.

Proposal - proposal issued by Supplier to the Buyer for the supply of Products and/or Services.

Services - the services (or any part of them) set out in the Order.

Spare Parts - spare parts provided by Supplier to the Buyer, other than Warranty Spare Parts;

Specification - any specification issued by Supplier for the Products and/or Services, including any related plans and drawings, that is attached to, or referred to in, the relevant Proposal or Contract.

Supplier - TRUMPF Limited (company number 01160907).

Warranty - the warranty provisions of the Contract, including clauses (m) to (v), inclusive;

Warranty Period - the relevant period referred to in clause (s); and

Warranty Spare Parts - spare parts provided by Supplier as part of its warranty obligations under the Contract.

2. TERMS AND CONDITIONS

(a) All Proposals made, and Orders received, are subject to these Conditions, which shall take precedence over any terms and conditions whenever submitted by the Buyer and no alterations shall apply unless confirmed in writing by an authorised representative of Supplier. In the event of any conflict or inconsistency between the documents which together comprise the Contract, the following descending order of priority shall apply: (i) Supplier's acceptance of the Order; (ii) these Conditions; (iii) any Specification; (iv) if applicable, any written agreement made between the parties into which these Conditions are incorporated; and (v) the Order.

(b) The Order constitutes an offer by the Buyer to purchase the Products and/or Services in accordance with these Conditions. The Buyer must ensure that the Order submitted by the

Buyer is complete and accurate. Any indicative lead time provided at the time of Proposal starts only when the relevant Order (which includes all of the information that Supplier requires) has been provided and Supplier has issued a written acceptance.

(c) The Order shall only be deemed to have been accepted when Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence. Supplier's Proposal for the Products and/or Services shall not constitute an offer.

(d) To the extent not included in a Specification, any samples, drawings, descriptive matter or advertising produced by Supplier and any descriptions or illustrations contained in Supplier's catalogues or on its website and social media are produced for the sole purpose of giving an approximate idea of the Products and/or Services referred to in them. They shall not form part of the Contract nor have any contractual force.

(e) Unless otherwise stated in the Contract, Product prices quoted are FCA Manufacturer's premises (Rugby or Southampton), UK (Incoterms® 2020). Where delivery is to be made on the basis of FCA Manufacturer's premises (Rugby or Southampton), UK (Incoterms® 2020), the Buyer must arrange a carrier to take delivery of the Product at a time notified by or on behalf of Supplier, that the Product is ready for collection. Prices are exclusive of VAT and any sales or import taxes or any other fees related to the shipment of the Product(s) or provision of the Service(s). Prices quoted are in the Currency and are (unless otherwise stated) valid for 30 days from the date of the Proposal.

(f) Supplier will endeavour to expedite delivery in accordance with the timescales indicated in Supplier's written acceptance of the Order. However, time is not of the essence of Supplier's obligations and late delivery shall not in itself be construed to be a breach of the Contract and Supplier shall have no liability for any loss whatsoever suffered by the Buyer as a result of late delivery.

(g) Supplier may invoice the Buyer at any time after Supplier or its agent notifies the Buyer that the Product is ready for collection. Risk of loss of, or damage to, the Product shall pass to the Buyer on collection by the Buyer's carrier, or as the case may be, delivery to the Buyer.

(h) Ownership of the Products (excluding any non-recurring engineering work) transfers to the Buyer upon payment pursuant to clause (j). The Buyer shall hold the Products in its possession in a fiduciary capacity as bailee until Supplier receives payment for them.



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- (i) Freight, duty and any taxes or charges incurred by Supplier will be charged to the Buyer as a separate item(s) on the invoice.
- (j) The Buyer must make full payment, in the Currency, without any deduction, counter-claim or set off, within 30 days of the date on Supplier's invoice, via bank transfer to the Supplier UK bank account specified on the invoice.
- (k) Where payment is not received by the due date, without prejudice to Supplier's other rights and remedies:
 1. Supplier may suspend all deliveries of Products and/or Services to the Buyer;
 2. the Buyer shall pay interest on the amount of any late payment at 2% per month, or if lower, the highest rate permitted by law. Such interest calculated on a daily basis until payment is received in cleared funds by Supplier; and/or
 3. Supplier may require the Buyer to deliver up all Products in its possession whose ownership has not passed to the Buyer in accordance with clause (h) and that have not been resold or irrevocably incorporated into another product and, if the Buyer fails to do so promptly, Supplier may enter any premises of the Buyer or of any third party where those Products are stored in order to recover them.
- (l) The Buyer shall not cancel, terminate or suspend any Contract without the prior written agreement of an authorised representative of Supplier (any such agreement shall be conditional on the Buyer paying Supplier a minimum cancellation charge of 15% of the value of the cancelled, terminated or suspended Contract. The actual amount of the cancellation charge shall be as advised by Supplier to the Buyer). Any such cancellation charge shall not limit Supplier's other rights and remedies.
- (m) Except as otherwise stated in the Contract, Supplier warrants that:
 1. the Products at the time of delivery shall comply with all relevant statutory requirements and regulations in the UK and Ireland;
 2. the Products shall be free from defects in materials and workmanship that prevent the Products from materially conforming to the relevant Specification for the Warranty Period;
- (n) Subject to clauses (o) and (v) and the other terms of the Warranty, Supplier will, at Supplier's option, repair, replace or issue a credit note for any Product that, during the Warranty Period, has any defect in materials and workmanship that prevents the Product from materially conforming to the relevant Specification. This shall be the Buyer's sole remedy for breach of the warranty in clause (m).
- (o) Supplier will only accept defective Products returned under Supplier's return material authorization process, a copy of which will be made available upon request by the Buyer and provided that the defective Product is returned, at the Buyer's risk, to Supplier's UK factory (unless Supplier designates otherwise) following Supplier's instructions, with freight and insurance paid by the Buyer and packaged in Supplier's packaging or packaging meeting Supplier's packaging specification without additional damage.
- (p) Supplier will meet the costs of freight and insurance for redelivery of a repaired or replaced Product to the Buyer, but is not liable for the costs of removing, handling or reinstalling the Product. The shipping term shall be CIP (Buyer address specified in original Contract) INCOTERMS® 2020, and risk shall pass when the Product is delivered to the carrier at the premises nominated by Supplier.
- (q) Any software shipped with or incorporated in the Product is governed by the terms and conditions of its user licence and will be subject to any warranty in respect of the applicable user licence. Supplier does not warrant that such software will operate error free or without interruption, and the warranty in clause (m) shall not apply to such software.
- (r) Supplier will not be liable under the warranty given under clause (m), and may invoice the Buyer for inspecting, repairing and redelivering Products not covered by Supplier's warranty, if any of, or any combination of, the following cases apply:
 1. subject to clause (r)2 below, a tamper proof seal is broken;
 2. damage to the Product is caused by a modification or a repair that has not been performed by Supplier or authorized by Supplier in writing by Supplier service trained staff;
 3. damage is caused to the Product in transit due to mishandling;
 4. damage is caused to the Product due to use of packaging which does not comply with Supplier's packaging specification;
 5. damage is caused to the Product due to corrosion, erosion, exposure to environmental conditions outside the Specification, fair wear and tear and/or power surges;
 6. the Buyer or any other third party fails to operate, service or maintain the Product in accordance with Supplier's Product documentation;
 7. damage is caused to the Product by other devices or equipment with which the Products are used;
 8. damage is caused to the Product during or as a result of improper installation, integration, splicing, improper removal,



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- negligent repair, or failure to follow Supplier's written instructions;
9. damage is caused to the Product by any operation of the Product which is outside of the Specification of the Product;
 10. parts and accessories manufactured by other suppliers that have separate warranties; and/or
 11. the Product conforms to Specification.
- (s) **Warranty Period**
Warranty Period on Product (other than Spare Parts):
1. The warranty period for each Product is twelve (12) months from shipment unless otherwise agreed in writing by Supplier in its relevant quotation or order acknowledgement. Supplier will warrant any repair that is covered by this Warranty or any replacement Product for the remainder of the original Warranty Period for the original Product or for six months from shipment of the replacement, whichever is longer.
 2. Extended warranties can be purchased from Supplier with respect to certain Products for certain limited periods and subject to other conditions.
 3. Details of the specific warranty period and extended warranty offers relating to each Product and Product version in Supplier's range are available from Supplier on written request.
 4. Only Warranty Periods confirmed in writing by Supplier identifying the specific Product and Product version will be binding on Supplier.
- Warranty Period for Warranty Spare Parts:
5. The Warranty Period for Warranty Spare Parts shall be the remainder of the original Warranty Period on the original Product for which the warranty claim was made or six months from shipment, whichever is longer.
- Warranty Period for Spare Parts (other than Warranty Spare Parts):
6. The Warranty Period for Spare Parts shall be one year from shipment.
- (t) **General Warranty Provisions**
1. The warranty given under clause (m) is personal to the Buyer and may not be assigned to any third party without the written consent of Supplier.
 2. Supplier's sole obligation under the warranty in clause (m) is to repair or replace the Product, or issue a credit note for it, as expressly set out in that Clause and other than fraud or death or personal injury caused by Supplier's negligence, Supplier's liability for breach of, or in respect of, this Warranty (however arising) shall not under any circumstances exceed the original sale price of the defective Product.
 3. except as expressly provided in the warranty in clause (m) or in the contract, and to the maximum extent permitted by applicable law, any condition, warranty, term, representation and statement whatsoever, whether express or implied and whether statutory or otherwise shall be excluded, including without limitation, any condition, warranty, term, representation and statement as to the quality, durability, functionality or compatibility of the product or the product's merchantability or fitness for any particular purpose, or as to the quality of any service to be provided pursuant to the warranty in clause (m).
- (u) If Supplier, or Manufacturer on Supplier's behalf, performs any Services which, during the warranty period for those Services (as specified in Supplier's applicable Order acknowledgement), are found not to confirm to the Specification for those Services, Supplier will, at its option, re-perform or procure the reperformance of those Services or issue a credit note in respect of the charges for those Services.
- (v) Products identified in Supplier's Order acknowledgement as Demonstrator Products, joint development program Products, or used in field trials are not warranted and are provided "as is".
- (w) Subject to clause (x) below:
1. neither supplier nor manufacturer shall be liable for any: (1) indirect, special, consequential or incidental losses/damages; or (2) loss of profit, use, production, raw materials, contracts, goodwill or end product, whether claimed in contract, tort (including negligence) or otherwise; and
 2. to the extent permitted by law, in no event shall the cumulative liability of supplier and manufacturer arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, exceed 130% of the amount paid to supplier for the products and/or services delivered under the contract.
- (x) Nothing in the Contract shall limit Supplier's or Manufacturer's liability for: fraud; or death or personal injury arising from its or its employees' agents or sub-contractors' negligence; or any breach of the terms implied by section 12 of the Sale of Goods Act 1979; or any other liability which cannot be limited in law.
- (y) Without limiting its other rights or remedies, Supplier may terminate the Contract by giving written notice to the Buyer and recover any Products for which the Buyer has not acquired ownership in accordance with clause (k)3 if:
1. the Buyer 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), 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



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jurisdiction, in connection with any analogous procedure in that jurisdiction;

2. the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business.

Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination. Any provision of the Contract which expressly, or by implication, is intended to survive termination of the Contract shall continue in full force.

(z) For software and Product(s) containing software developed or licensed by Supplier or Manufacturer or its or their licensor, Supplier or Manufacturer (or its or their licensor) retains ownership of all intellectual property rights and Supplier grants or will procure that Manufacturer or the relevant licensor grants the Buyer a royalty-free, perpetual, non-exclusive license to use the software for the sole purpose restricted to the use of the Product. Supplier does not warrant the software will operate uninterrupted or error free. Attempts to market, commercialise, sublicense or otherwise reverse assemble the software shall breach the licence, which shall terminate (and Supplier may also terminate the whole Contract upon giving written notice to the Buyer), and the Buyer shall return or destroy the software.

(aa) All rights and title to patents, trademarks or any other proprietary or intellectual property rights, that have been issued or pending, that relate to the items contained in the Proposal and Supplier's Order acknowledgement remain owned by Supplier or its licensors.

(bb) Neither party will be liable for failure to perform any of its obligations pursuant to these Conditions (other than payment) if such failure results from any event or circumstance beyond a party's reasonable control, including, without limitation, if an export licence is refused or withdrawn, or if shipments are blocked by sanctions or government export control or financial regulations of the exporting country ("Force Majeure Event"). Supplier may terminate any Contract, without liability, where it is prevented or delayed in performing that Contract by any Force Majeure Event or where to fulfil that Contract would give rise to Supplier and/or any member of its group of companies incurring liability under the laws or regulations of any country in which it conducts business.

A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage,

breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics, pandemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

(cc) Supplier may make partial shipment against an Order.

(dd) Where applicable, all responsibility for end-of-life treatment of Product under European Directive 2012/19/EU on Waste Electrical and Electronic Equipment (WEEE) transfers from Supplier to the Buyer with ownership of the Product.

(ee) The Buyer shall not export any Products or technical data received from Supplier pursuant to the Contract except in accordance with applicable laws and regulations, including the re-export laws and regulations of the United States of America.

(ff) The validity and interpretation of the Contract shall be governed by the laws of England. Each party irrevocably agrees that the English courts have exclusive jurisdiction over any dispute (including non-contractual disputes) arising out of or in connection with the Contract or its subject matter or formation, except that Supplier may take proceedings against the Buyer in any other court of competent jurisdiction in order to recover payments due under the Contract.

(gg) The Vienna Convention on Contracts for the International Sale of Goods is excluded from and shall not apply to the Contract.

(hh) The Buyer 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 Supplier.

(ii) 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.

(jj) 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.



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- (kk) No one other than a party to the Contract and Manufacturer shall have any right to enforce any of its terms. Manufacturer may enforce any relevant provision in the Contract under which it has a right or benefit.

- (ll) Both parties will comply with all applicable requirements of the Data Protection Legislation regarding the supply of Products and/or Services and the Contract. In this clause, Data Protection Legislation means all applicable data protection and privacy legislation, including the General Data Protection Regulation (Regulation (EU) 2016/679), the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, together with any applicable national implementing laws, regulations and secondary legislation and any guidance or codes of practice issued by any applicable supervisory authority from time to time (all as amended, updated or re-enacted from time to time).

- (mm) No variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by the Supplier.