

- rates, and for any costs and expenses reasonably incurred.
- 9.5. Where Supplier undertakes a Repair, it shall use reasonable endeavours to repair the Product to the same functional standard as a new Product of the same technical specification set out in the Technical Documentation. Where this is not possible or the Product is otherwise determined by Supplier to be beyond economical repair, Supplier:
- will notify Customer, and at Supplier's option, quote for the cost of a Replacement or RBE; and
 - may charge Customer for any additional work required beyond that anticipated on initial inspection of the Product.
- 9.6. Customer may request Supplier to provide an Advance RBE before Customer delivers the Equipment to be replaced to Supplier. Provision of an Advance RBE is at Supplier's discretion and if agreed:
- is subject to availability, payment of a fee ("**Advance RBE Charge**") and any other conditions Supplier may impose; and
 - if: (i) Supplier does not receive the Equipment to be replaced within fourteen (14) days of the date that Supplier ships the Advance RBE; or (ii) upon receipt, the Equipment to be replaced is determined by Supplier to be beyond economical repair, Customer shall pay Supplier's then current list price for the Equipment provided instead of the Advance RBE Charge.
- 9.7. Without prejudice to Condition 4.2, where Customer purchases a Replacement, RBE or Advance RBE, title in the Product or Equipment being replaced shall pass to Supplier when the Replacement, RBE or Advance RBE has been delivered.
- 9.8. Without prejudice to Condition 4.1, risk of loss of or damage to the Product or Equipment being replaced shall remain with Customer until the Product or Equipment is received by Supplier.
- 9.9. Shipment of Product or Equipment to Supplier under this Condition 9 must be tracked and is at Customer's sole expense. Without prejudice to Condition 15.4, Customer will immediately provide evidence of shipment and tracking numbers upon request.
- 9.10. Supplier will arrange for delivery of returned, repaired or calibrated Product, Replacements, RBEs and Advance RBEs to the address set out in the Order Acknowledgement, or an alternative address requested by Customer and agreed to by Supplier in writing, except that Supplier reserves the right to charge Customer for the costs of delivery.
- 9.11. Products, Replacements, RBEs and Advance RBEs are returned or supplied to Customer with the factory default settings specified in the Technical Documentation, and Supplier is not liable whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise for any direct or indirect loss or damage arising out of Customer's failure to reset the applicable Equipment to the Customer's setting requirements.
- 10. PERFORMANCE OF SERVICES**
- 10.1. Customer shall:
- co-operate with Supplier in all matters relating to the Services;
 - provide Supplier and its representatives with access to Customer's premises and to any amenities, personnel, materials, equipment and facilities as reasonably required to provide the Services with consent of Customer;
 - provide Supplier with such accurate and up to date information as Supplier may reasonably require to supply the Services;
 - ensure any dependencies notified by Supplier to Customer are carried out in a timely manner and in accordance with Supplier directions;
 - inform Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at Customer's premises;
 - undertake such work necessary to prepare Customer's premises for the supply of the Services, in accordance with Supplier's reasonable instructions; and
 - be solely responsible for assessing and meeting all legislative and recommended health and safety conditions at Customer's premises to enable provision of the Services.
- 10.2. Where possible, Supplier will use reasonable endeavours to provide the Goods and/or Services while any of the circumstances and/or requirements upon Customer set out in Condition 10.1 subsist or are not met, provided that Customer will reimburse Supplier for any extraordinary costs (relative to the costs that Supplier would have incurred in the ordinary course of providing the Goods and/or Services if Customer's obligations in Condition 10.1 had been met) to the extent that they have been incurred and are agreed in advance between the parties.
- 11. USE AND DISPOSAL**
- 11.1. Customer shall bring to the attention of all persons using or buying the Goods and Services, all of Supplier's instructions and/or recommendations for use including those set out in the Technical Documentation, those referred to in Supplier's catalogues or brochures, or which Supplier has otherwise notified to Customer. Customer shall ensure that it provides all persons using or buying the Goods and Services with adequate information for the safe use of the Goods and Services for their intended use.
- 11.2. Customer shall not, and shall procure all persons using or buying the Goods shall not, remove any marking on the Goods referring any user to Supplier's instructions and/or recommendations for use.
- 11.3. Customer acknowledges and undertakes that the Goods and Services may be used only for the specific application and operating environment expressly stated in the Technical Documentation. Goods and Services are not specifically designed or tested for use in medical, military, aerospace, automotive, oil or gas applications or any safety-critical applications. It is the responsibility of Customer to ensure the suitability of Goods and Services for a particular application and compliance with Customer's applicable regulatory or quality standards.
- 11.4. If either Customer or its purchaser requires any additional information as to the use for which Goods and Services were designed and have been tested and about any conditions necessary to ensure that when put to that use they will be safe and without risk to health for the purposes of satisfying its obligations under any legal requirement relating to health and safety at work, Supplier shall (where it is possible to do so) use reasonable endeavours to provide such information, subject to reimbursement of its costs and expenses incurred in providing such information.
- 11.5. Customer shall indemnify Supplier against all liabilities, losses, interest, costs and expenses which Supplier may suffer or incur in connection with any claim by any third party alleging facts which, if established, would indicate a breach of Customer's undertakings, representations and warranties contained in this Condition 11 or a breach by any purchaser from Customer of any undertaking which Customer is obliged in this Condition 11 to require from such purchaser.
- 11.6. Customer shall be responsible for the disposal of Goods, or Supplier's costs of such disposal, if the applicable legislation on waste electrical and electronic equipment in the country to which Supplier ships the Goods permits Supplier to delegate such responsibility for disposal or to recover the costs of such disposal. Where Supplier is not so permitted, Supplier shall be responsible for safe disposal of the Goods in compliance with the relevant national legislation, at its own cost.
- 12. INTELLECTUAL PROPERTY RIGHTS**
- 12.1. This Condition 12 does not apply to Software or Hosted Products, relevant terms for which are set out in the Licence.
- 12.2. Nothing in these Conditions changes the ownership of any pre-existing Intellectual Property Rights. Unless otherwise agreed in writing between the parties, all other Intellectual Property Rights shall belong to the party that created them.
- 12.3. Condition 12.4 applies where a claim is made against Customer that any part of the Goods or any use of the Goods for their intended purpose, infringes the Intellectual Property Rights of any person except where:
- Customer has allowed the Goods to be altered; or
 - the Goods have been used as set out in Condition 8.3(c), and in either case the claim would not have arisen if such alteration or use had not occurred.
- 12.4. Provided that Customer gives Supplier prompt notice in writing of any claim of the type referred to in Condition 12.3 and allows Supplier (if it so wishes at its sole discretion) the entire control of the defence and settlement of the claim, Supplier will pay any reasonable and properly incurred costs and damages awarded against Customer in proceedings brought upon the basis of any such claim.
- 12.5. If any claim of the type referred to in Condition 12.3 is made or is in the opinion of Supplier likely to be made, then either:
- Supplier shall be entitled to procure for the benefit of Customer a licence to use the Goods for their intended purpose, or to modify or replace the Goods so as to avoid infringement without materially diminishing their utility for their intended purpose; or
 - if the remedies in (a) are in the opinion of Supplier not practicable at reasonable cost, Supplier shall be entitled to require Customer to sell the Goods to Supplier at the original price after deducting an allowance for depreciation on a straight line basis over the useful life of the Goods, as reasonably determined by Supplier.
- 12.6. Supplier shall have no other or further liability in respect of the alleged infringement of any Intellectual Property Rights other than as specified in this Condition 12.
- 12.7. All Materials and all Intellectual Property Rights in them shall remain the property of Supplier and its licensors and, except where they have already been placed in the public domain by Supplier, Customer shall keep the Materials confidential and shall not use them for any purpose other than that for which they were supplied. Customer shall destroy or return the Materials to Supplier immediately upon Supplier's request and in any event, promptly upon Customer's requirements for the Materials having been satisfied.
- 12.8. If Customer provides ideas, improvements or suggestions regarding the Goods, Services and/or Materials ("**Feedback**"), Customer hereby assigns (or where that is not possible, agrees to assign) all right, title and interest in and to such Feedback to the Supplier and its licensors and acknowledges that the Supplier and its licensors may use such Feedback for any purposes without any obligation of confidentiality, attribution or compensation.
- 13. LIMITATION OF LIABILITY**
- 13.1. **THIS CONDITION SETS OUT SUPPLIER'S TOTAL LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, MISREPRESENTATION OR OTHERWISE ARISING UNDER OR IN CONNECTION WITH THE CONTRACT.**
- 13.2. All warranties, conditions and terms implied by law are excluded to the fullest extent possible.
- 13.3. Nothing in these Conditions excludes or limits Supplier's liability for death or personal injury caused by Supplier's negligence, or for fraud or fraudulent misrepresentation, or for any other matter in respect of which it would be unlawful for Supplier to exclude or restrict its liability.
- 13.4. Subject to Conditions 13.2 and 13.3, Supplier's total liability in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise arising under or in connection with the Contract is limited to AED 200,000 or the total price paid by Customer under the Contract, whichever is greater. Further, and subject to such total liability:
- Supplier's liability for defects is limited to the obligations in Conditions 3.9 and 8;
 - Supplier's liability for breach of obligations under Condition 8 is limited to the price of the relevant part of the applicable Warranted Items in question;
 - Supplier's liability for Intellectual Property Rights claims is limited to the obligations in Condition 12;
 - Supplier's liability for damage to tangible property is limited to making good or replacing damaged property;
 - Supplier will not be liable to Customer (or any other person) for any failure to provide any Goods or Services if any of the Customer's obligations (including any dependency set out in Condition 10) is not met, through no fault of the Supplier;
 - except as expressly provided by Condition 13.6, Supplier is not liable for the provision of any Third Party Products;
 - Supplier is not liable for any direct or indirect loss of profit, revenue, data, contracts, business, or goodwill, or for any indirect or consequential loss, or any claims of third parties;
- (h) Supplier is not liable for any claim unless: (i) full details of the claim have been given to Supplier in writing within thirty (30) days of the matters giving rise to the claim becoming known to Customer; and (ii) legal proceedings in respect of the claim are begun within twelve (12) months of that date.
- 13.5. Where Customer resells the Goods, Hosted Product or Deliverables by incorporation into Customer's products, Customer shall indemnify Supplier against any third party claims arising out of defects in Customer's products. This does not apply where the defect would have been caused by Supplier's Goods, Hosted Product or Deliverables without such incorporation.
- 13.6. Where Supplier distributes Goods and/or Services on behalf of Renishaw plc as licensor of Software and Hosted Products or otherwise, if Customer has a cause of action against both Supplier and Renishaw plc arising from related facts and circumstances, Customer may bring such action against Supplier only.
- 14. EXPORT CONTROL**
- 14.1. All Goods, Services and Materials provided by Supplier to Customer may be subject to applicable export control and/or import laws, regulations, trade embargoes and sanctions (collectively "**Export Laws**"). Customer warrants, represents and undertakes:
- to comply with all Export Laws;
 - to obtain all necessary licences for subsequent export or re-export after receipt from Supplier; and
 - that it shall not directly or indirectly access, use, disclose, export or re-export Goods, Services or Materials: (i) contrary to Export Laws; (ii) to Cuba, North Korea, Iran, Syria, the Republic of South Sudan, the Republic of Sudan or the Crimea/Sevastopol, Donetsk or Luhansk regions; or (iii) for any end use prohibited by Export Laws (including military end uses in a country subject to arms embargo or for end uses related to nuclear, chemical or biological weapons, missiles or their delivery systems).
- 14.2. Customer certifies that neither it nor any individual or entity intended to benefit from the Goods, Services or Materials is an individual or entity subject to Export Laws that prohibit or restrict their access to the Goods, Services or Materials, or is located, organised or resident in a country subject to any relevant embargo or sanction. Upon request, Customer will certify the end user and end use for Goods, Services and Materials in a form required by Supplier to Supplier's sole satisfaction.
- 14.3. Supplier's acceptance of Customer's order is conditional on the receipt of any export licence, permit, answer to a rating enquiry from the applicable government(s), or other documentation required by the relevant authorities to comply with applicable Export Laws. Customer acknowledges that Supplier's compliance with such export controls may delay a shipment and, without prejudice to Conditions 3.2 and 3.3, agrees that Supplier is not liable for such delay.
- 15. MISCELLANEOUS**
- 15.1. **Applicable Laws:** Customer shall comply at all times with all applicable laws (including those regarding privacy, anti-bribery, anti-corruption, fair competition, the prevention of tax evasion and the prevention of financial crime) and shall not engage in anti-competitive, unethical or corrupt practices.
- 15.2. **Renishaw Group Business Code:** Customer shall comply at all times with all applicable parts of the Renishaw Group Business Code located at <https://www.renishaw.com/businesscode> (as updated from time to time).
- 15.3. **Data Protection:** Customer acknowledges that Supplier may process personal data as controller for account management and order processing purposes as further described in the privacy notice at <https://www.renishaw.com/privacy>. Customer may not make personal data available to Supplier for processing on Customer's behalf without Supplier's express written consent. In any event, Customer may not share the following sensitive information with Supplier:
- criminal convictions and offences;
 - payment cards and accounts (other than for payment of amounts under the Contract);
 - special categories of data defined in Article 9 GDPR;
 - Federal Decree-Law No. 45/2021 on the Protection of Personal Data and its regulations from time to time; or
 - classified information or information subject to the International Traffic in Arms Regulations or its foreign counterparts.
- Customer may be required or permitted to set up account(s) to manage its relationship with Supplier or access Goods and Services. Customer is solely responsible for the security of and all activity associated with its account(s).
- 15.4. **Further Assurance:** from time to time on request of Supplier, Customer shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly provide, execute and deliver such documents, and perform such acts as may be reasonably required by Supplier to give proper effect to the Contract and/or to evidence Customer's compliance with the provisions of the Contract.
- 15.5. **Assignment:** Supplier, but not Customer, may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract in whole or in part without the prior written consent of Customer.
- 15.6. **Entire Agreement:** The Contract supersedes any terms and conditions in Customer's order and, except for any non-disclosure agreement made between the parties, constitutes the entire agreement in relation to its subject matter. No other terms, conditions or representations about the Goods or Services shall apply unless such provision has been specifically agreed by Supplier in writing.
- 15.7. **Waiver:** No waiver shall be binding unless executed in writing. No failure or delay to exercise a right or remedy shall constitute a waiver.
- 15.8. **No Partnership:** The Contract does not create any partnership or joint venture. Each party is acting only on its own behalf and is not the agent of the other party nor authorised to make any commitment on the other's behalf.
- 15.9. **Notices:** Any notice (including for the purpose of serving or instituting any legal proceedings in accordance with Condition 15.16 below) under the Contract shall be in writing, in English and shall be delivered to:
- Supplier, by email to: companysecretary@renishaw.com; and
 - Customer, to its address set out on its purchase order or Renishaw account, or as otherwise notified to the other party in accordance with this Condition.
- 15.10. Any notices marked for the attention of Supplier shall also include a hard copy sent to Supplier's registered address, marked for the attention of the Group General Counsel and Company Secretary.
- 15.11. **Severance:** If any provision of the Contract is found to be invalid, unenforceable or illegal, the other provisions shall remain in full force and effect.
- 15.12. **Set-off:** All amounts due under the Contract from Customer to Supplier shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). Supplier may set off any amount owing from Supplier to Customer against any amount payable by Customer to Supplier, whether under the Contract or any other agreement between them.
- 15.13. **Survival:** Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.
- 15.14. **Third Party Rights:** Except where expressly stated otherwise, the Contract is not intended to be for the benefit of, and shall not be enforceable by any person who is not a party to it, save that any party that controls, is controlled by or is under common control with Supplier may rely on and enforce the Contract as if they were a party to the Contract.
- 15.15. **Governing Law:** The governing law of the Contract, including any question regarding its existence, validity or termination and non-contractual disputes or claims, shall be the substantive laws of England and Wales.
- 15.16. **Dispute Resolution:** [Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this Condition. The number of arbitrators shall be one. The seat, or legal place of arbitration, shall be the Dubai International Financial Centre. The language to be used in the arbitral proceedings shall be English. The law of this arbitration agreement shall be English law.]