

Terms and Conditions for the supply of machine tools for domestic business in the United Kingdom by DMG Mori UK LIMITED (The Company, We Us, or Supplier) to The Customer (You)

These terms and conditions shall apply exclusively to any Contract in relation to the supply of Machine Tools by The Company to You the Customer and may only be varied by both Parties agreeing to the same in writing

1. General

- 1.1. The Customer accepts and agrees that all supply, deliveries and services are governed by these Terms and Conditions as varied by specific contractual agreements agreed in writing, if any. The Parties agree that a contract is entered into upon written confirmation of the order being received by the Company. Written can be by letter, email or Fax.
- 1.2. The Company reserves all ownership and proprietary rights and all Intellectual Property Rights in samples, cost estimates/quotations, drawings and similar information in whatever format including for the avoidance of doubt provided orally, electronically or by paper and the Customer agrees they must not be made available to third parties. The Company will not disclose to any third party information from the Customer marked "Confidential" unless required by Law or following receipt of a court order without the Customers written permission.

2. Price and Payment

- 2.1. Unless stated, all the prices are ex works, including loading at the works but exclusive of packaging. The prices are exclusive of value-added tax which has to be paid at the statutory rate valid from time to time.
- 2.2. Unless agreed in writing, payment is due and payable by the Customer without deduction to the Company's account as follows:
 - 30% of the Price plus VAT is payable immediately upon receipt of the Deposit invoice;
 - 60% of the Price plus VAT is payable within 10 calendar days of the Customer receiving in writing notification that the goods is ready for dispatch;
 - the balance 10% plus VAT within one month from Delivery save that the Customer shall not be able to delay or frustrate Delivery which shall be arranged by both parties acting in good faith.
- 2.3. The Customer may not withhold or delay payment and if sums due are not paid the Company may charge interest at the rate of 8% per annum on all outstanding sums from the date that payment fell due to the Date of Payment.

3. Delivery time, delay in delivery

- 3.1. Any delivery time specified in the agreements concluded between the contracting parties does not make time of the essence of the agreement. Compliance with such delivery times by the Company will not occur until all technical issues have been clarified between the parties as to the Delivery and installation of the goods and that the customer has fulfilled all obligations incumbent on him which for the avoidance of doubt, (but the list is not exhaustive) shall include the provision of any required official certificates or permits the failure to make any payments, or the provision of Power and other items to enable the goods to be installed. If the Customer is in breach of any Delivery requirements, the delivery time will be extended correspondingly.
- 3.2. If Delivery is delayed as a result of the fault or non-performance by the Customer, the costs incurred or reasonably incurred by the Company or on its behalf as a result of the delay will be payable by the Customer. If non-compliance with the delivery time is due to force majeure, industrial riots or other events beyond the Company's control, the delivery time will be extended by an adequate period. The Company will inform the Customer (or vice versa) as soon as possible after it becomes aware of such circumstances and immediately at the end of such circumstances.

4. Passing of risk, commissioning, acceptance and approval, performance by third parties

The risk but not the Title passes to the Customer as soon as the goods to be delivered have left the Company's premises.

5. Reservation of title

- 5.1. The Company reserves title to the goods notwithstanding that the Risk has passed until all payments under the contract have been received. If following delivery installation or assembly services are to be undertaken, title to the delivered goods will only pass to the Customer after receipt of the Charges payable for the installation/assembly Services have been paid for.
- 5.2. The Customer may not sell, pledge or transfer title to the delivered goods without the prior written consent of the Company until payment in full to the Company is made.
- 5.3. In the case that the Customer is in breach of the contract, including failing to pay sums which are due, the Company is entitled to claim return of the delivered goods relying on the reservation of title set out in clause 4 and the Customer agrees to let representatives of the Company attend at its site to recover the same without prejudice to any other remedies the Company has.

- 5.4. If the Customer resells or deals in any way in breach of clause 4 and 5 hereof with the goods, the customer assigns to the Company any and all claims up to the final invoice amount (including VAT) outstanding to the Company including interest thereon which will be owing to the Customer by such transaction and the Customer will remain liable for any shortfall due to the Company and the Customer assigns to the Company its right to receive and collect payment due thereunder by action if necessary.
- 5.5. Any processing or transformation of the delivered item by the Customer is always deemed to be carried out for and on behalf of the Company. If the delivered item is processed together with other items not belonging to the Company, the Company will become co-owner of the new item in the proportion of the value of the delivered item to that of the other processed items at the time of the processing. Apart from that, the item generated by the processing is subject to the same regulations as the goods delivered subject to reservation of title.
- 5.6. If the delivered item is inseparably mixed with other items not belonging to the Company, the Company will share title to, and become co-owner of the new item in the proportion of the value of the delivered item to that of the other mixed items at the time of the mixing. If the mixing is made in the way that the item of the Customer must be considered as the main item, the parties are deemed to have agreed that the Customer transfers to the Customer pro rata ownership of the new item. The Customer retains the so generated sole-ownership or co-ownership item for the Company.
- 5.7. If a petition in insolvency is filed, the Company will be entitled to withdraw from the contract and demand immediate return of the delivered goods and the Customer insofar as it is able will assist in the collection thereof.

6. Warranty

The Company gives warranty in respect of quality of the delivered goods as set out in paragraph 6 hereof excluding at the same time any further rights and claims of the Customer – subject to the provisions in section 7.

6.1. Defects of quality of new delivered goods:

- 6.1.1. All parts which prove to be defective within 12 months from delivery due to any circumstance having occurred before the passing of the risk must, at the Company's choice, either be subsequently repaired or substituted by new goods. The Company must be informed of any detected defects in writing without undue delay and in any event within 5 working days of the defect being noticed. Any parts that have been replaced become the property of the Company until payment if any has been made.
- 6.1.2. The customer is obliged, after consultation with the Company, to grant to the Company the time and opportunity which the Company considers necessary for any subsequent repair or replacement or substitution;
- 6.1.3. the Company.
- 6.1.4. Any warranty is excluded in the following cases (which are not exhaustive): Unsuitable or improper use, defective installation/assembly. Commissioning by the customer or third parties, regular wear and tear, defective or careless treatment, improper maintenance, unsuitable operating means or facilities, defective construction work, unsuitable building ground, chemical, electrochemical or electric influences.
- 6.1.5. If the Customer or a third party carries out the subsequent rectification improperly, the Company will accept no liability for the consequences resulting therefrom. The same applies to any changes made to the delivered goods without the prior consent of the Company.

6.2. Special regulation for defects of quality of used goods:

Notwithstanding the preceding provisions, the warranty for defects of quality of used goods is excluded. This does not apply in the case of any fraudulently concealed defects or the breach of a guarantee.

7. Liability

- 7.1. If the delivered goods are faulty through no fault of the Customer the Company is only liable for damages arising from the defect and not any subsequent consequential losses.
- 7.2. Subject to clause 6, the Company will not be liable to the Customer in contract, tort (including but not limited to negligence), misrepresentation or otherwise for any:
 - (a) direct or indirect loss of use, profit, anticipated profit, revenue, business, contracts, overhead recovery, machining costs, revenue or anticipated savings;
 - (b) damage to the Customer's reputation or goodwill;
 - (c) product recall or business interruption costs;
 - (d) liability arising out of third party claims against the Customer; or
 - (e) special, indirect or consequential loss or damage
- 7.3. Even if the Company has been advised of such loss or damage) arising out of or in connection with the Contract, the Company's total liability in contract, tort (including but not limited to negligence), misrepresentation or otherwise shall be limited:
 - (a) arising out of or in connection with any Goods or Services provided or required to be provided by third parties (including The Companies sub-contractors) in connection with this Contract shall not exceed the amount recovered by The Company from such third party in respect of such Goods or Services; and
 - (b) arising out of or in connection with this Contract will in any event be limited to the Contract price.

7.4 This clause 7 shall survive the termination or expiry (for whatever reason) and shall be enforceable notwithstanding the same.

8. Limitation

Any claims of the customer are subject to the Provisions of the Statute of Limitations

9. Use of software

9.1. If and to the extent that the delivered goods include software, the customer is granted a non-exclusive right to use the delivered goods together with their documentation. It will be provided for use on the delivered goods destined for such purpose. The Customer does not have permission to use the software on more than one system.

9.2. The customer undertakes not to remove or modify without the prior explicit consent of the company any manufacturer information including but not limited to any copyright notes.

9.3. All other rights in the software and the documentations including any copies thereof remain the property of the. of the Company supplying the software. Any grant of sublicenses is forbidden.

10. Applicable law, place of jurisdiction

All legal relations between the Company and the Customer are exclusively governed by the law of the England and Wales. A competent Court in England and Wales will have jurisdiction to resolve disputed matters between the parties.