

General sales conditions

1: Scope

This contract constitutes the full and whole agreement of the parties with respect to its content. It replaces all verbal agreements or writings concluded before its date of effect.

2: Offer validity

2.1: Human Robotix undertakes to maintain the conditions of this offer for a period of one month from the date of issue.

2.2: The contract is concluded when the two parts signed a document containing their agreement or when there is a command sent by the CUSTOMER and expressly accepted by Human Robotix.

2.3: The fact for a party of not prevailing itself of a failure by the other part towards its obligations envisaged in this document, could not be interpreted for the future as a renunciation of the obligation in question.

2.4: If one of the provisions of this contract proves to be inapplicable or not valid for any reason, such inapplicability or invalidity will not affect the applicability or the validity of the other provisions of the contract and the aforementioned inapplicable or not valid provision will have to be separated from the remainder of the contract. The parties agree to negotiate in good faith to replace any provision of the contract which would be inapplicable or not valid, as far as possible, by a new provision to carry out the same object and the same effect.

3: Payment terms

3.1: Invoices are issued when ordered (30% prepayment) and when shipping (70% final payment).

3.2: Invoices are to be paid in full 30 calendar days after sending at the latest. Human Robotix can interrupt the execution of the contractual tasks if an invoice of deposit is not paid in due time to the contract.

4: Transfer of property

4.1: Human Robotix reserves the property of the whole of the equipment of this contract until the complete payment of their price. In the event of non-payment by the CUSTOMER, Human Robotix will be entitled, without losing any other of its rights, to require the restitution of the goods to the expenses and risks of the CUSTOMER.

4.2: Until the transfer of property, the company Human Robotix has the right to ask a restitution of the materials and supplies delivered.

4.3: From the date of delivery, the CUSTOMER shall pronounce the acceptance of the equipment within 15 calendar days.

4.4: By the end of that period, and with no request for reservations by the CUSTOMER, the acceptance will be considered granted, and Human Robotix will have the right to require the payment of the balance of invoicing.

5: Delivery time

5.1: The delivery schedule is 4 months.

5.2: The delivery period runs as from the date of signature of the contract by the Parties or the express acceptance of the order by Human Robotix.

5.3: In case of force majeure, the delivery time written in the contract is increased by the duration of the said events and their consequences.

6: Taxes

All our products are quoted Ex Works (EXW). The buyer bears all transportation costs, as well as all customs duties incurred by the export of the products outside of the UK.

7: Warranty

7.1: The present quotation includes a period of warranty of one year for the products, covering manpower and spare parts, and starting from the day of delivery. The CUSTOMER is responsible for sending the equipment, and will carry all costs of transport, packaging and insurance.

7.2: Human Robotix is responsible for sending the equipment back to the CUSTOMER site.

7.3: The warranty does not apply in case of: abnormal use, storage and transportation of the equipment or intervention of the CUSTOMER in unauthorized areas, as described in the user manual.

7.4: In case a breakdown can be attributed to abnormal use of the equipment, all repair costs will be charged to the CUSTOMER.

7.5: Human Robotix commits to return the equipment in good order within 20 working days, provided spare parts are available.

7.6: After the initial period of one year, the CUSTOMER can extend the warranty on a yearly basis, by ordering a maintenance contract.

8: Limits of liability

The materials and products are sold in the state where they are and behave, as recognized by the CUSTOMER the day of their reception. Consequently, Human Robotix could not be held with the payment of an unspecified allowance by way of damages for the direct or indirect damages resulting from the use of the product.

9: Confidentiality and intellectual property

9.1: All information belonging to one of the parties and to which the other party will have access during the pre-contractual phase and during the execution of this contract, will be regarded as confidential information and shall not be published and revealed to third parties without the preliminary and written authorization of the party owning that information.

9.2: The CUSTOMER shall not reproduce or have reproduced the equipment or products provided as well as their documentation.

9.3: The CUSTOMER authorizes Human Robotix to mention their name, as well as the nature of the products and materials provided to potential prospective customers and/or investors.

10: Governing law

The contract is governed by the laws of England and Wales. To the extent permitted by law, the English courts will have exclusive jurisdiction over any disputes arising out of or in connection with the contract.