

#### **RoboSavvy Ltd - Company Terms and Conditions**

Your use of the content and service provided by RoboSavvy (through our Online Shop, Services or Projects) as well as any other website operated and/or controlled by RoboSavvy Ltd are subject to these Terms and Conditions.

We reserve the right to change these Terms from time to time, at our sole discretion. In case of a Commercial Transaction (Purchase or other) the version of the document that applies to you, is the version effective at the time the Transaction was completed.

Using our website, store or services will mean you explicitly accept these terms.

#### 1. Ordering

Customers may order items directly from our online Store available at <u>http://robosavvy.com/store</u> or by requesting a Quotation in writing (by Email or Fax; see "Contacts" bellow). When ordering, the Customer must ensure the accuracy of all details provided: Shipping Address, Billing Addresses,

Contact details and the List of Items Required.

Once an Order is placed with RoboSavvy, the Customer will receive an email with the details of the Order and is required to retain an easily accessible copy of this Order Confirmation. This email should be used for all correspondence regarding Order Status and any Support request.

## 2. Payment

For the convenience of Customers, RoboSavvy accepts a wide variety of Payment methods and Currencies.

Customers may select the method of Payment during the Online Checkout process or by contacting our Office for Payments that require our assistance (such as Credit Card over the Phone). We are also available to answer any questions customers may have during the Order Process and Payment procedure.

#### 2.1. Currencies

The base currency of our store is GBP although Customers may also pay in USD and EUR depending on the Payment Method chosen or upon request. Not all Currencies are available for all the payment methods. Please refer to 2.2 for further details.

Exchange rates for USD and EUR are regularly updated. Customers may consult up to date prices in foreign currencies by visiting our Online Store or by contacting us.

# 2.2 Payment Methods and Currencies

For the convenience of Customers, RoboSavvy accepts a wide variety of Payment methods and Currencies:

- For payments with **Credit or Debit Card (processed by Wirecard) or Payment over the Phone** your Card will be charged in **GBP or EUR** according to the currency that is set in the Shopping Cart. Customers shopping in other currencies will be charged by default in GBP when paying via Wirecard.

- For Payments with PayPal, Google Checkout, Money bookers orders will be charged in GBP.

- For payments with **Bank Wire Transfer payments** can be made in **GBP**, **EUR or USD**. <u>Different Bank Accounts</u> must be used depending on the currency in which you wish to pay:

- Bank Transfers in GBP must be made to our Account in NatWest (UK).

- Bank Transfers in EUR and USD must be made to our Account in ING (Belgium).

Depending on the currency chosen, the appropriate Bank details will be listed on your Invoice and in the Order Confirmation email.

All bank Transfer Fees should be supported by the Sender (the Customer).

- We also accept payment by Cheque in GBP to our NatWest Account.

## 2.3 Payment Terms

## 2.3.1 Default Terms:

The default payment terms for all purchases is T/T in Advance.

The Customer's Account or Card may be charged at the time of the purchase, before the items are shipped. Should any item be out of stock the Customer will be notified and is entitled to a Partial or Full Refund under the terms in point 4.

As a general rule RoboSavvy will not ship any items before payment is confirmed in full in our Account.

## 2.3.2 Companies and Universities:

For Companies and Universities that supply Official Purchase Orders, signed and stamped by the Finance Department, RoboSavvy may offer other Payment Terms (such as Net30 with Credit Limit or 50% in Advance and 50% after delivery).

Should the Customer require any of these Payment terms, please contact RoboSavvy to establish your Payment terms and submit your Purchase Order.

RoboSavvy reserves the right to decline requests for Payment Terms other than the Default.

#### 2.4 Payment Validation

For Security reasons and depending on the payment method and total amount of the Purchase, RoboSavvy reserves the right to request proof of ID, Postal Address or any other that RoboSavvy may find appropriate to validate the authenticity of the order and the Identity of the Customer and the Postage Address.

The Customer has the right to decline providing this information. In this case RoboSavvy will offer alternative methods of Payment/Verification such as re submitting payment using a Debit/Credit card with 3D Secure Validation or paying with Bank Wire Transfer. RoboSavvy will reserve the items for the customer while the Order is being validated.

At any time before shipping the goods, the Customer has the right to Cancel the Order in exchange for a full refund under the terms in point 4.

# 3. Shipping

All RoboSavvy Inventory is kept in our UK warehouse. Items ship from our warehouse directly to customers under Incoterms CPT or DAP (depending on whether you select an Uninsured or Insured Shipping Method; please see 3.2 and 3.4 bellow for an explanation of what this means).

Orders received on before 12pm are usually dispatched the same business. Orders received after 12pm will ship the next business day. Delivery times will vary depending on the Shipping method chosen and the parcel's destination.

In the event that an item is out of stock, RoboSavvy notify the customer of the expected lead time. Under special circumstances ( such as items only available on Special order or items that have longer lead times ), it may be possible to send the items directly from the manufacturer to the customer. In this case the customer is offered the choice to accept receiving the items directly from the manufacturer (a faster delivery option) or to wait until stock arrives at our UK Warehouse to be dispatched from there.

#### 3.1. Definition of "Shipping"

"Shipping" is a service provided by an external company (designated "Courier") hired by RoboSavvy on behalf of the customer.

RoboSavvy commits to carefully pack all the items before Shipping and Dispatch customer's parcels using the Shipping Method and Level of Service chosen by the Customer at the time of Checkout for Online Orders or listed on the Invoice for orders placed by Fax or Email.

#### 3.2. Shipping Insurance

When placing an Order the Customer is offered different shipping methods with varying levels of service. Different shipping options may be offered and are calculated based on the Service Level, Insurance, Weight and Size of the parcel.

# 3.2.1 Un Insured Shipping

For small value items we offer the option of shipping Fully Insured or Uninsured. Uninsured shipping is less expensive but does not offer Tracking or Compensation in case of a Parcel loss. If the Customer declines Insurance by choosing an Uninsured Shipping method, the Customer is responsible for any loss or damage that may occur during shipping.

#### 3.2.2 Insured Shipping

Fully Insured Shipping is available for all orders and items (at Customer's choice). For higher value orders we will only offer Fully Insured Shipping methods.

Fully Insured Shipping methods provide a Tracking Number with End-to-End Tracking. For Insured Shipping we typically use Parcelforce (which may be handled by UPS or equivalent service for shipments outside the UK). The Tracking number is automatically sent to the Email address provided by the Customer when the items are shipped.

### 3.3 Shipping Directly from the Manufacturer

Customers with addresses <u>outside of European Union</u> may be offered the option to receive products directly from the Manufacturer in case they are out of stock or only available on backorder. This offers shorter lead times and is typically available for Kondo/IXS items from Japan but may be exceptionally available for other Manufacturers.

We do not collect any VAT or other Tax from Customers outside the EU. When this option is offered by RoboSavvy, the Customers must confirm if he wants to receive directly from the Manufacturer or if he prefers to wait and receive the items from our UK Warehouse when they become available.

#### 3.4 Unforeseen Delays and Customs Procedures on Arrival at the Destination Country

As per 3.1 "Shipping" is a service provided by an external company (designated "Courier") hired by RoboSavvy on behalf of the customer.

Therefore any unforeseen delays after delivering the parcel to the Courier are beyond the reach and responsibility of RoboSavvy. Should the customer experience an unexpected delay, please contact the Courier if you have Tracking number to obtain clarification. You may also contact RoboSavvy which will initiate its best efforts aiming for the successful delivery of the goods.

Shipments to Countries outside the European Union may experience additional delays when passing through the Customs Office in the Customer's country. The Customs procedures, timeframes and possible Costs are dependent on the Customer's Local Laws and Regulations.

- All customs charges on arrival at the Destination Country are the responsibility of the Buyer.

- If your order is time sensitive we recommend you check with your local Customs Office about possible delays for incoming shipments.

(If the customer is in a EU member country, per EU Regulations there are no Customs procedures; the parcel is delivered directly to the Customer)

Should the customer need, RoboSavvy will provide all necessary Invoicing Documentation, Proof of postage and Tracking information (when available per 3.3) aiming for the successful delivery of the Parcel to the Customer.

### 3.5 Insurance Claims

In the unlikely event that a Parcel is effectively lost AND if the <u>customer chose to ship with Insured Shipping</u> at the time of Purchasing (according to 3.3), the Customer should contact RoboSavvy to request the opening of an Insurance Claim and receive compensation.

RoboSavvy will immediately initiate all necessary diligences to receive compensation for the lost items, following all the Courier's procedures and Timeframes for Insurance Claims.

Upon following the Courier's procedures for a Claim and after successful completion of the Claim, the Customer will be offered the option to receive compensation in the form of refund or re-shipment of the items.

## 3.6 Shipping with Other Couriers, Levels of Service or Using the Customer's Shipping Account

Upon request we may ship items to Customers using the Customer's Shipping Account. In this case RoboSavvy will charge a £12 processing fee (exc. VAT) per Order.

We also offer the possibility of shipping with different Couriers or Special levels of Service if the Customer requires. Should you wish to do this, please contact us to obtain a Quotation and Delivery timeframe.

## 4. Cancellation Policy

According to UK Distance Selling Regulations customers have the right to Cancel their Order within 7 business days of receiving the Goods. The customer is entitled to a Full Refund after returning the items in it's original condition and provided the conditions bellow are met.

All Return costs are the responsibility of the Buyer.

Customers must send their Cancellation requests in written form (Fax or Email). We're available on the Phone and Email to clarify any question before requesting a Cancellation.

### 4.1 Cancellation of Orders before Shipping

Customers are entitled to a Full Refund and the Cancellation of their order before items are shipped.

### 4.2 Returns of Delivered Goods

<u>4.2.1</u> Unless otherwise stated, under the UK Distance Selling Regulations RoboSavvy accepts the return of purchased items within 7 business days after delivery in exchange for a full Refund. Returned items must be in their original condition and include all packaging materials, boxes and labels in good condition.

If the returned items have missing or damaged parts or are otherwise not in their original condition RoboSavvy will deduct the costs of repair or refurbishment from the Refunded amount.

A Full Refund will be issued within 30 days after the items are received once the items' condition is confirmed by our services.

The customer is responsible for any return costs and for making all the arrangements for the safe return of the goods to RoboSavvy.

<u>4.2.2</u> In the case of items that are marked as non-returnable, custom assembled parts, consulting projects and services or products ordered on special request of the customer ( which are not part of RoboSavvy regular stock ), RoboSavvy reserves the right to deny returns after shipping.

In these circumstances, and in case RoboSavvy agrees to the return, RoboSavvy will charge a restock fee of no less than 20% and no more than 80% of the total order.

<u>4.2.3</u> After the initial 7 days return period, any manufacturing defects will be addressed under the product's Warranty terms or the Conditions.

RoboSavvy will not accept the Cancellation of orders after the 7 days return period.

#### 4.3 Returns of Damaged Items

If in the first two weeks after delivery you experience any problems with the items received or in the unlikely event that any parts are missing or damaged, you may return the goods and receive a full refund.

After this two weeks initial period, and if the item is within the Warranty period, any damage or malfunction on delivered items will be answered according to the products Warranty Policy. Please see our Warranty policy bellow for more information.

## 4.4 Cancellation due to Insufficient Stock

RoboSavvy makes its best effort to report stock availability through its online store. In the event that a customer places an order for item(s) that is(are) out of stock or there is insufficient stock to completely or fulfil a customer order RoboSavvy will inform the customer and provide an estimate lead time.

The customer may choose to wait for the missing items (which would be placed on Backorder) or alternatively receive a partial Refund for the cost of the parts out of stock.

In all cases, the customer is also entitled to a Full refund in the terms mentioned in 4.1.

#### 5. Warranty Policy

All products sold by RoboSavvy include Warranty against manufacturing defects for a limited period of time. During the Warranty period any damage or malfunction on delivered items will be answered by our Technical Support team who will provide replacement or repair of any damaged parts or sub parts covered by the product's Warranty.

Unless otherwise stated, the Warranty excludes on-site servicing and fine tuning of products.

#### 5.1 How to Reclaim your Warranty

In case the Customer encounters any problem with a product, he should immediately stop using it and contact RoboSavvy Support through the email <u>support@robosavvy.com</u> or by phone at +44 (0) 207 193 4351. The Customer should provide the Order Number, Serial number (when available) and a description of the problem.

Our support team will guide the Customer through a Series of Troubleshooting steps in order to diagnose the issue and send any appropriate replacement parts free of charge.

For products where the Warranty terms explicitly includes Off-site servicing, items must be returned to RoboSavvy Technical Services for repair. In all circumstances the Customer should notify the Support team before the return.

# 5.2 Shipping and Returns for Off Site Servicing

For products where the Warranty terms explicitly include Off Site servicing, the customer is responsible for the costs of sending the item to RoboSavvy (or the Manufacturer) and RoboSavvy will support all return costs after the repair.

#### **5.3 Warranty Exclusions**

Each product's Warranty has specific exclusions which include, but are not limited to, intentional damage, damages resulting from user Negligence and damages resulting from operating the product in manners and environments other than the ones specified in the Product's Manual and Specifications.

As an example Broken gears, burnt MOSFETs, damages for excess voltage or reverse polarity are not covered by Warranty: these damages result from exceeding the products specification or not following the product's instructions at any given point in time.

Other exclusions may apply depending on the product and the manufacturer. Please contact us if you'd like to obtain complete Warranty information for a specific product.

## 6. Price Match Guarantee Policy

At RoboSavvy we always endeavour to offer our customers the best products at the best value for money. On selected products Customers will find the Price match Guarantee Symbol. This means that if you find the same product cheaper elsewhere in Europe please let us know and we will do our best effort match that price.

The Price Match Guarantee program is granted to Customers before placing their Order.

# 7. Taxation (VAT and other Taxes)

# 7.1 VAT

As a general rule:

- Any Private or Business Customers purchasing from a country outside the EU will not be charged VAT.
- All Private or Business Customers purchasing within the UK and EU member states will be charged VAT.

- Business and University Customers purchasing from an EU (non UK) member state may be exempt of paying VAT if specific conditions are met according to 5.1.1.1

Please continue reading for more details.

## 7.1.1 Customers in the UK and European Union member states

For customers in the UK and European Union member states, customers will be charged VAT at the time of Purchase.

## 7.1.1.1 VAT Exemption for Companies and Universities in EU Countries

Per EU regulations, RoboSavvy can provide VAT exemption to any VAT Registered Company or University in any EU (non-UK) member state.

To obtain VAT exemption, the Customer's Billing and Shipping address must be in a EU (non-UK) country. The Customer must also provide a valid European <u>Company</u> VAT number that can be successfully validated through the European Community VIES web service.

For UK <u>Companies and Universities</u>, and per UK regulation, RoboSavvy cannot provide VAT exemption. However VAT may be reclaimed from HMRC when you file your Monthly or Quarterly VAT return. Please check with HMRC or your Accountant for more information.

## 7.2 Customs Duties and Taxes at the Destination Country

- Per EU regulations no Customs or Duties will be charged for any items shipped from our UK Warehouse to any European Country.

- For Countries outside the EU, your order *may* be subject to Customs charges or Duties. These charges are the responsibility of the buyer.

Please continue reading for more information.

# 7.2.1 Customers in the UK and European Union member states

For customers in the UK and European Union Member States, no Customs fees or Taxes will charged to the Customer when arriving at the destination country.

### 7.2.2 Customers in the USA

No import duty is applicable for electronics coming from UK or Japan under the free-trade agreements.

### 7.2.3. Customers in Other Countries

RoboSavvy will not charge VAT or other Taxes at the time of purchase for customers with Shipping and Billing Addresses outside the UK and EU.

However many countries apply additional Import Duties, Customs and/or VAT to imported goods. These Taxes are dependent on each Country's local laws and regulations. It is the Customer's responsibility to check with their local Customs Office about possible charges. The customer is also responsible for all charges that may be applied to your order on arrival at the Customer's country.

# 8. About RoboSavvy Ltd

RoboSavvy Ltd. is UK registered company 5239169 since 2004. VAT registration number GB893592961.

We are a company dedicated primarily the distribution and development of Advanced Robotics, 3D Printing and Electronics.

We also offer Consulting and Training services on the designated areas of Robotics and Electronics.

#### 9. Contact

You may contact RoboSavvy by Email, Phone or Fax, Monday to Friday from 9h30am to 6h00pm

Address: 37 Broadhurst Gardens NW6 3QT London UNITED KINGDOM

Email: sales@robosavvy.com Telephone: +44 (0) 207 193 4351 Fax: +44 (0) 208 099 5923

Queries are normally answered on the same day but may take up to 2 working days.

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