

Acceptance of Terms

COSYS Ltd ("Seller") offers to sell and deliver products and services to any person ("Buyer") under the terms and conditions specified below. The Buyer agrees that these terms and conditions shall constitute the complete and exclusive agreement between COSYS Ltd and the Buyer. Any different, additional or conflicting conditions of sale proposed by the Buyer shall not be binding, unless expressly agreed and confirmed by COSYS Ltd in writing.

Prices and Payment

All prices are quoted exclusive of VAT in Pound Sterling (GBP) and are guaranteed for 30 calendar days. 20% VAT is chargeable if a valid VAT exemption certificate or VAT number (for non-UK territories) is not provided with the purchase order. All purchase orders are subject to a deposit payment at time of order (to be agreed with the customer prior to order) and the remaining payment after delivery. The contract of sale shall become legally binding only after the deposit payment has been received by the Seller. Payment is due as per date expressly stated on the invoice, typically 14 calendar days from deposit invoice date and 30 calendar days from remainder invoice date. Payments not received by the due date stated on the invoice shall be subject to a late payment charge of one and one-half percent (1.5 %) per calendar month or the maximum rate allowed by law, whichever is less. Where 3rd party parts/components/systems might be needed from other suppliers, the payment of a COSYS invoice cannot be delayed due to any delivery delays of these parts/components/systems.

Delivery

Typical delivery time is 16-20 weeks upon receipt of deposit payment, but may be longer in case of supplier shortages. COSYS Ltd may make deliveries in instalments. All products shall be delivered DAP (Incoterms 2010) unless otherwise agreed in writing. All delivery times are estimates. COSYS Ltd will make every effort to complete delivery within the estimated timeline. However, COSYS Ltd shall not be liable to the Buyer for any loss or damage, whether direct, indirect or consequential, if it is delayed or prevented from delivering the goods or otherwise performing its contractual obligations due to force majeure, Act of God, natural disasters, fire, flood, explosion or earthquake, serious accidents, prohibition or limitation of exports or imports, any act of government, war, insurrections, riots, strikes or labour disturbances (whether at the Seller's works or elsewhere), shortages of materials or any other cause or event whatsoever beyond the reasonable control of the Seller.

Tax

The Buyer shall pay all taxes, duties and other charges imposed by any government authority in addition to the prices quoted by COSYS Ltd. The Buyer agrees to indemnify COSYS Ltd against all such taxes, duties and other charges. COSYS Ltd reserves the right to add any such taxes, duties or other charges paid by the Seller to the total purchase price to be paid by the Buyer.

Warranty

Warranties (warranty that the product is free from defects in materials and workmanship) are provided by COSYS Ltd for a period of 12 months from the date of delivery for products produced and manufactured by COSYS Ltd. Items sold but not produced or manufactured by COSYS Ltd (including but not limited to Pockels cell, piezo nano-positioner, scan mirrors, photomultiplier tubes, xyz motors, etc.) are subject to the original manufacturer's warranty and are expressly excluded from any COSYS Ltd warranty.

Limitation on Liability

COSYS Ltd shall not be liable for any consequential or incidental damage, commercial losses, expenses, personal injury or death, property damage or other loss caused by or resulting from use of COSYS Ltd products in combination with any other instrument or device. The maximum liability for any loss or damages shall not exceed the purchase price of the COSYS Ltd product.

The Buyer shall indemnify and hold harmless COSYS Ltd from and against any expense or loss resulting from any actual or alleged infringement of any patent or copyright resulting from use of COSYS Ltd products in combination with any other instrument or device. COSYS Ltd is not responsible for any laser safety procedures that its customers are required to have in place.

Buyer Responsibilities

The Buyer shall provide upon request all information relevant to delivering products and/or performing services, including but not limited to floor plans and utility diagrams, details of equipment, wiring or conditions that might affect or be affected, and details of any hazardous or potentially hazardous conditions. The Buyer shall prepare the site for installation, for example by removing existing equipment and making space available for equipment, parts and tools as reasonably required by COSYS Ltd.

The Buyer agrees to ensure that any employees or sub-contractors of Seller or Buyer are not exposed to any circumstances which might have a detrimental effect on their health, safety or welfare. The Buyer agrees to follow all health and safety procedures to ensure that potential hazards are identified prior to any installation work. Following the installation of COSYS Ltd products, it is the Buyer's responsibility to re-assess any potential hazards, in particular laser radiation hazards, and ensure that appropriate documentation and control measures are in place. COSYS Ltd shall not be liable for any personal injury or death resulting from use of COSYS Ltd products in combination with any other instrument or device. The Buyer shall be responsible for all laser safety procedures required for good and safe working conditions.

Governing Law

All contracts incorporating these Terms & Conditions shall be governed by and construed in accordance with the law of England and Wales and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.