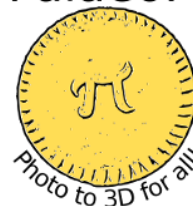


## PalaeoPi Ltd

### Terms and Conditions for purchase and support of a TablePi v1.2 automated photogrammetry rig

PalaeoPi



These Terms & Conditions apply to all sales of Equipment (as defined below) by PALAEOPi LIMITED a company incorporated in England and Wales with registered number 11135109 and whose registered office is at C/O KbdR The Old Tannery, Hensington Road, Woodstock, United Kingdom, OX20 1JL (the "Seller") ordered through the website.

Where you are ordering the Products through the Website and you click on the button marked "I Accept" and thereafter submit your order you will be deemed to accept these Terms & Conditions. If you are placing an order on behalf of your company or organization you are confirming that:

- (a) your company or organisation agrees to these Terms & Conditions; and
- (b) you are authorised to place the order and agree to these Terms & Conditions on its behalf, and that you are not exceeding your authority.

If you are placing an order on your own behalf, by sending it to us you are agreeing to these Terms & Conditions. In either case you are confirming that you agree to your personal data being used in accordance with our [Privacy Policy here](#). This website is intended for businesses and academics carrying out research and not for use by consumers. Please read these Terms & Conditions; they are important. If you do not agree to these Terms & Conditions do not place an order.

In these Terms and Conditions the following words have the following meanings:

<b>Parties</b>	<b>Buyer:</b> Authorised person agreeing to these Terms and Conditions.  <b>Seller:</b> PalaeoPi Ltd C/o KBDR Chartered Accountants, The Old Tannery, Hensington Road, Woodstock, Oxon, OX20 1JL
<b>Equipment</b>	A TablePi v1.2 automated photogrammetry rig.
<b>Order</b>	The item purchased by the Buyer through the online store in accordance with these Terms and Conditions.

<b>Price</b>	£1,634.00 exclusive of VAT and delivery charges.
<b>Payment</b>	The Buyer will pay the full amount via paypal.
<b>Support</b>	Maximum eight hours of support over two years as specified in Appendix 1 to this Agreement.
<b>Term</b>	Two years from the delivery date.

1. The Order

- 1.1. The Seller will build and supply to the Buyer the Equipment and provide the Support for the Term.
- 1.2. The Buyer is also entitled to free software updates and 10% discount off of further purchases of products and services from the Seller for the duration of the Term.
- 1.3. The Seller will deliver the Equipment or arrange for the Equipment to be delivered and use reasonable endeavours to meet any dates quoted in the Order, but the time of Delivery is not of the essence. The risk of loss, theft, damage or destruction of the Equipment shall pass to the Buyer on completion of delivery.

2. Cancellation and Returns

- 2.1. The Buyer has the right to return their order within 30 days after delivery. If the order is undamaged, and the Buyer keeps the original packaging, a full refund will be issued.
- 2.2. If the Buyer is returning their order from a UK address, shipping will be provided free of charge. However, if the Buyer is returning from a non UK address, the Buyer agrees to pay for all shipping, tax, duty and any other charges incurred.

### 3. Warranty and Repairs

- 3.1. The Buyer is covered by a two year manufacturer's warranty from the date it was received by the Buyer (the "Warranty Period"). Individual components are covered by their own manufacturers warranty and the Buyer will be advised on these by the Seller on a case by case basis should a fault occur.
- 3.2. If the Buyer discovers a fault that develops through normal use of their Equipment within the Warranty Period they may return it for repair free of charge regardless of a UK or international address, provided that the warranty shall not apply to any defect, failure or damage caused by improper use or improper or inadequate maintenance and care. In particular Supplier shall not be obligated under the warranty:
- 3.2.1. to repair damage resulting from attempts by personnel other than Supplier representatives to install, repair or service the Equipment;
- 3.2.2. to repair damage, malfunction, or degradation of performance resulting from:
- (a) improper use or connection to incompatible equipment or memory;
  - (b) use of the Equipment in an environment not meeting the operating specifications in the relevant user guide v1.2 including: an outdoor environment; an environment that is outside of normal ambient conditions i.e. 15-25°C and 35-55% relative humidity; or in a wet or dirty laboratory; or
  - (c) use of the equipment with a load exceeding 2kg (with outrigger legs);
  - (d) failure (other than by Supplier or its representatives) to properly prepare and transport the Equipment as prescribed in the relevant user guide v1.2; or
- 3.2.3. to replace items that have been abused, misused, or tampered with in any way (other than by Supplier or its representatives).
- 3.3. The Warranty is given by the Seller with respect to the Equipment in lieu of any other warranties, express or implied. All other warranties or conditions (whether express or implied) as to quality, condition, description, compliance with sample or fitness for purpose (whether statutory or otherwise) are excluded to the fullest extent permitted by applicable law. The Seller's responsibility to repair, replace, or offer a refund for defective products as set

out above is, to the fullest extent permitted by applicable law, the sole and exclusive remedy provided to the Buyer for any breach of this Agreement.

#### 4. Lead Time & Payment

1.1. The Buyer can expect to receive their Order within 30 working days upon the Seller receiving an initial 50% down payment or payment in full from the Buyer. Once the Buyer has received the Order, an invoice for the final amount (if applicable) plus delivery will be raised by the Seller, and the Buyer shall have 30 days to make the final payment.

4.1. Until the final payment is received the Order shall remain the property of the Buyer.

4.2. If payment is not received within the 30 days, the Buyer will receive a 7 day payment request to pay the final invoice before legal action is taken to reclaim the property of the Seller. The Supplier shall be entitled to charge the Buyer interest on all overdue payments from the due date accruing on a daily basis until payment is made in full, whether before or after any judgment at the rate of five per cent (5%) per annum over the base rate for the time being of Barclays Bank plc.

4.3. Payment shall only be accepted by the Buyer in British Pounds (GBP).

#### 5. Licensing Terms:

5.1. Except as set out in this Agreement, all patent rights, copyright, database rights, rights in designs, and all or any other intellectual or industrial property rights, ("Intellectual Property Rights") in the Equipment, any software incorporated in the Equipment and any user manuals provided by the Seller shall remain with the Seller or the Seller's suppliers or licensors. Nothing in this Agreement grants the Buyer any licence to or any other rights under any Intellectual Property Rights of or used by the Seller existing at the date of the Agreement other than the right to use the Equipment in accordance with the licence granted in clause 5.2.

5.2. The Seller grants the Buyer a non-exclusive, non-transferable licence to use the Equipment and any software incorporated in the Equipment provided that the Buyer:

5.2.1. will only use the Equipment and any data to generated data by use of the Equipment for non-commercial purposes limited to education, academic and research purposes only;

5.2.2. will not is not permitted to resell the Equipment to a third party; and

- 5.2.3. will not modify, adapt, reverse engineer, decompile or disassemble the whole or any part of any software included in the Equipment for any purpose except for the purposes expressly permitted by and in accordance with section 50B(2) or section 296A(1) of the Copyright, Design and Patents Act or any other directly applicable law.

6. Confidentiality:

- 6.1. Neither party shall disclose to a third party the other's information of a confidential nature without the expressed written consent of the other party. This Clause shall survive termination of this Agreement for any reason.
- 6.2. The provisions of Clause 6.1 do not apply to any information that is in or comes into the public domain unless as a result of a breach of Clause 6.1. Nothing in Clause 6.1 prevents either party from making any disclosure required by law, or by the order of any court of competent jurisdiction or any regulatory authority.

7. Limitation of Liability:

- 7.1. Subject to clause 7.2, the Seller shall have no liability whether in contract, or tort (including negligence) or arising in any other way under this Agreement for:
  - 7.1.1. any loss or damage arising from decisions made or actions taken by the Buyer in reliance on the Equipment or the accuracy of any data, results or material obtained by the Buyer in using the Equipment;
  - 7.1.2. loss of profits loss of revenue, loss of savings, loss or corruption of data, loss of opportunity, loss of business and loss of goodwill (in each case whether direct or indirect) or for any indirect or consequential loss or damage arising in connection with the Equipment; or
- 7.2. Nothing in this clause 7 excludes either Party's liability for fraud, death or personal injury.
- 7.3. Subject to clause 7.2, the Seller's liability to the Buyer in the event of the Seller's negligence or breach of this Agreement shall be limited to the Price.
- 7.4. The Seller reserves the right to defer the date of delivery or to cancel an Order if it is prevented from or delayed in the carrying on of its business due to circumstances beyond its reasonable control including, without limitation, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or

restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 30 days, the Buyer shall be entitled to give notice in writing to the Supplier to terminate the Agreement.

- 7.5. This Agreement constitutes the entire agreement between the parties to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation order, specification or other document). The Buyer has not relied on any other statements or representations in agreeing to enter this Agreement and waives all claims for breach of any warranty and all claims for any misrepresentation, (negligent or of any other kind, unless made by the Supplier fraudulently) in relation to any representation which is not specifically set out in this Agreement.
- 7.6. The Buyer represents and warrants to the Supplier that it is purchasing the Equipment for non-commercial purposes limited to education, academic and research purposes at an institution and not for personal use as a consumer.
8. Third Party Rights: No provision in this Agreement is intended or shall create any rights with respect to the subject matter of this Agreement in any third party.
9. Governing Law and Jurisdiction: This Agreement and any disputes or claims arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with English law and the Parties irrevocably accept the exclusive jurisdiction of the English Courts regarding all claims under this Agreement”.
10. Appendices: the appendices as included are intended to be an integral part of this Agreement and the Buyer should refer to them as they pertain to clause 1.

## Appendix 1: Support

The support component provided as part of the order in clause 1.1 is designed to be flexible with regards to the needs of the Buyer. In this regard support time can be used to offset the costs to the Buyer of anything involving the time of the Seller and as such may be used for the following:

1. Provision of face to face training and or offsetting the costs in terms of time incurred to the Seller when travelling to a site.
2. Provision of remote training through Skype or any other related service.
3. Provision of on site repair to cover labour and or offsetting the costs in terms of time incurred to the Seller when travelling to a Site for a repair outside of warranty.
4. Provision of on site repair offsetting the costs in terms of time incurred to the Seller when travelling to a Site for a repair inside of the warranty as specified in clause 4 of this Agreement.
5. Remote repair for a repair that falls outside of the warranty as specified in clause 4 of this Agreement.
6. Customisation of the Order, including time spent designing modifications to the hardware and software or integration of the machine into an existing photogrammetric pipeline.
7. Provision of email helpdesk support that will include support on the routine use and operation of the Equipment and on any faults reported by the Buyer; all requests for support must be made via the Helpdesk by email to the email address [support@palaeopi.org.uk](mailto:support@palaeopi.org.uk). The Seller will normally respond to each request within 48 hours, unless they are unavailable, in which case an automatic response will inform the Buyer when to expect a response.

Outside of this Agreement the Buyer is entitled to free email support that will include help with all routine use and operation of the Equipment and on any faults reported by the Buyer. There are also FAQs, user manuals, free guides and protocols available on [www.palaeopi.org.uk](http://www.palaeopi.org.uk).