

Gimson Robotics Ltd: Standard Terms and Conditions of Sale

Registered business: Gimson Robotics Ltd

VAT number: (GB) 166536781

Registered address: 66 Raleigh Road, Bristol, BS3 1QT

Company number (UK): 08708521

Contact address:

Unit 31 Filwood Green Business Park
1 Filwood Park Lane
Bristol
BS4 1ET

Email address:

admin@gimsonrobotics.com

These are the **Standard** terms of sale which apply to individual customers or business customers ordering with payment upfront, if you are a business customer making a purchase on account please consult the **Extended Payment** terms which will apply to your order instead.

By making a purchase with Gimson Robotics Ltd you are agreeing with the terms on this document. This includes purchases made by email, post or telephone.

Printable version, last updated: 06/02/2018. Total of 11 pages (including cancellation form).

1. THESE TERMS

1.1 These are the terms and conditions on which we supply our products to you.

1.2 Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

1.3 You should be aware that, in order to use some of our products, you will need to download to a suitable device, our mobile application (SEE CLAUSE 4).

1.4 Are you a business customer or a consumer? In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- You are an individual.
- You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

Provisions specific to consumers only are in **BLUE** and those specific to businesses only are in **GREEN**.

1.4 If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 We are Gimson Robotics Ltd a company registered in England and Wales. Our company registration number is 08708521. Our contact address is Unit 31 Filwood Green Business Park, 1 Filwood Park Lane, Bristol BS4 1ET. Our VAT registration number is (GB) 166536781.

2.2 How to contact us. You can contact us by writing to us at the above address, emailing us at support@gimsonrobotics.com, or by completing our Contact Us page at <https://www.gimsonrobotics.co.uk/p/contact>

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

3.1 Our acceptance of your order will take place when we email you to accept it. A contract will only come into existence between us when we inform you that the product has been dispatched (this may be in the form of an automated dispatch notification email or through direct communications by email or telephone).

3.2 If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified. If you have already made payment for the order this will be refunded within 14 days.

3.3 We will assign an order (and/or invoice) number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order (or invoice) number whenever you contact us about your order.

3.4 You can purchase our products if you live outside of the UK but please note that additional terms will apply (see Clause 18).

4. OUR PRODUCTS

4.1 Products may vary slightly from their pictures. The images of the products on our website are for illustrative purposes only and the product may vary slightly from those images. Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated on our website are approximate.

4.2 Before placing an order with us, you should ensure the suitability of the product that you are ordering and, for any product that requires installation, we would strongly recommend that installation only be undertaken by someone with sufficient expertise.

4.3 If the product is to be used outside of the UK, it is your responsibility to read the full product information on the website to ensure that it is compatible with the local power supply and other location-specific hardware in the location it is to be used.

SPECIFIC PRODUCT INFORMATION – GR CONNECT

- To use this product you will need to download to a suitable device, our mobile application “GR-Connect” (App) including any re-brand of the App name and subsequent/amended versions available on the iOS (App Store) or Android (Google Play) outlets which is subject to further terms and conditions. You will be required to agree to the app/device specific terms and conditions when registering for an account within the mobile application.
- The App is free to download and free to use.
- Performance of the product with the App will be dependent upon a broadband connection and Wi-Fi signal and therefore it is imperative that you ensure you have a good, strong connection to either of these services before purchasing the product.

4.4 Our products are not designed and tested for use in safety-critical applications. We strongly discourage use in such applications and no liability will be assumed for the consequences of their failure in such uses. Further to this, our products should specifically not be used in any way that would affect the operation or control of motor vehicles, rail, aircraft or sea vessels.

5. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. OUR RIGHTS TO MAKE CHANGES

We may change the product to reflect changes in relevant laws and regulatory requirements. If any significant change to the product is required we will notify you before delivery and you can end the contract before the change takes effect and receive a refund for any products paid for but not received.

7. PROVIDING THE PRODUCTS

7.1 All prices shown on this website are shown both inclusive and exclusive of VAT but do not include postage and packaging, for which prices are given at the basket/checkout stage of the ordering process and will dependent upon the number, size and weight of products ordered and the delivery destination.

7.2 Delivery/Shipping methods may be selected at the 'shopping basket' or 'checkout' stages. We reserve the right to use a different carrier to that requested without notifying you, but only if the alternative method is expected (as quoted to us) to take the same amount or less time to deliver. Otherwise we will contact you to seek approval for any changes to the delivery method.

7.3 We aim to deliver the products as soon as possible but delivery times are dependent upon whether the product is in stock and where the product is to be delivered to. In the event of previously unannounced delays we will notify you. In any event, the product will be delivered to a UK address within 30 days after the day on which we accept your order and we will if requested provide an estimated date for delivery for all other locations.

7.4 We are not responsible for delays outside our control. If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

7.5 If you are not at home when the product is delivered. If no one is available at your address to take delivery and the products cannot be posted through your letterbox, the delivery firm may leave a note offering options for redelivery or collection, the options offered will vary between different carriers and are beyond our control.

7.6 If, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot, we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and Clause 10.2 will apply.

7.7 **When you become responsible for the goods.** A product will be your responsibility from the time we deliver the product to the address you supplied to us.

7.8 You own a product which is goods once we have received payment in full.

7.9 By signing the carrier's proof of delivery docket you agree that the goods delivered are correct and in the appropriate condition. We are not obliged to provide refunds for damage caused in transit once a proof of delivery has been signed.

8. YOUR RIGHTS TO END THE CONTRACT

8.1 You can always end your contract with us. Your rights when you end the contract will depend on, whether there is anything wrong with the product it, when you decide to end the contract and whether you are a consumer or business customer:

(a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract or to get the product repaired or replaced, see [Clause 11 if you are a consumer](#) and [Clause 12 if you are a business](#);

(b) If you want to end the contract because of something we have done or have told you we are going to do, see [Clause 8.2](#);

(c) [If you are a consumer and have just changed your mind about the product, see Clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;](#)

(d) In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind), see [Clause 8.4](#).

8.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (d) below the contract will end immediately and we will refund you in full for any products which have not been provided. The reasons are:

(a) we have told you about an upcoming change to the product or these terms which you do not agree to (see [Clause 6](#));

(b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

(c) there is a risk that supply of the products may be significantly delayed because of events outside our control; or

(d) you have a legal right to end the contract because of something we have done wrong.

8.3 Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013). If you are a consumer then for most products bought online you have a legal right to change your mind within 14 days (starting the day after we have delivered the products to you, or to someone nominated by you or to the delivery address) and receive a refund. **You cannot change your mind in respect of any products that we make or adapt specifically for you (bespoke goods).**

8.4 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you are not a consumer who has a right to change their mind (see Clause 8.1), you can still request to end the contract before it is completed, but you may have to pay us compensation. This would apply for example where an order includes bespoke/customised modifications to one or multiple products. A contract for goods is completed when the product is delivered. If the product(s) are en-route with a carrier at the time of cancellation then we will require the items to be returned before providing any refund.

9. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU ARE A CONSUMER WHO HAS CHANGED THEIR MIND)

9.1 To end the contract with us, please let us know by doing either of the following:

- a) Complete our online Contact Form, clearly requesting a return (or, if you have not yet received the product, a cancellation), listing the items you wish to return and the relevant order/invoice number(s) <https://www.gimsonrobotics.co.uk/p/contact>.
- OR**
- b) Print off the form at the end of these terms and post it to us at the address on the form. Or (as an equivalent) write to us at the same address in your preferred format, including details of what you bought, when you ordered or received it, any order/invoice numbers, and your name and address.

9.2 If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us, **unless** we have confirmed otherwise in writing, including by email. You must post them back to us at Gimson Robotics Ltd, Unit 31 Filwood Green Business Park, 1 Filwood Park Lane, Bristol, BS4 1ET, United Kingdom. If you are a consumer exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract, or else your right to a statutory refund will lapse.

9.3 We will pay the costs of returning the product to us:

- (a) If the products are faulty or misdescribed;
- OR**
- (b) If you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances (including where you are a consumer exercising your right to change your mind) you must pay the costs of return.

9.4 How we will refund you. If you are entitled to a refund under these terms we will refund you the price you paid for the products including delivery costs, by the method you used for payment (unless

this same method is not possible in which case we will contact you to arrange the payment). However, we may make deductions from the price, as described below.

9.5 When we may make deduction from refunds if you are a consumer exercising your right to change your mind. If you are exercising your right to change your mind we may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. This means that the product must be returned to us in its original packaging and be complete with all parts and accessories that were delivered with the product and must not have been used in any way, either on its own or with our supporting App. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount. In addition to this, if you had chosen an express delivery method (with a 'guaranteed' delivery period) for your order we will deduct the delivery cost from the refund.

9.6 We will make any refunds due to you as soon as possible but no later than 14 days after we have collected the products from you.

10. OUR RIGHTS TO END THE CONTRACT

10.1 **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if you do not, within a reasonable time, allow us to deliver the products to you.

10.2 You must compensate us if you break the contract. If we end the contract in the situation set out in Clause 10.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

11. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A CONSUMER

11.1 If you are a consumer we are under a legal duty to supply products that are in conformity with this contract. This means that the products we sell must be of satisfactory quality and fit for their general purpose (to operate as specified).

For detailed information on your rights as a consumer please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

11.2 If you reject any of our products on the basis that they are faulty you must arrange to return the product to us. Provided that the products have been used within their specified limits we will pay for the cost of the return.

12. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A BUSINESS

12.1 If you are a business customer we warrant that on delivery and for a period of 18 months from the date of delivery (warranty period) any products which are goods shall meet with their description, be of satisfactory quality and fit for their general purpose.

12.2 Subject to Clause 12.3, if, within 18 months of receipt of the products:

- (a) you give us notice in writing within a reasonable time of discovery that a product does not comply with the warranty set out in Clause 12.1;
- (b) we are given a reasonable opportunity of examining such product; and
- (c) you allow us to collect the product at our cost,

we shall, at our option, replace the defective product, or refund the price of the defective product in full.

12.3 We will not be liable for a product's failure to comply with the warranty in Clause 12.1 in any of the following events:

- (a) you make any further use of such product after giving a notice in accordance with Clause 12.2(a);
- (b) the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;
- (c) the defect arises as a result of something that you have done;
- (d) you alter the product without our written consent; or
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.
- (f) the goods or supplied products are made-to-order ('bespoke' or 'custom') and the failure is due to an unforeseen property of components used. The longevity of bespoke supplies cannot be assured without long term testing and so unless otherwise assured in the invoice the warranty period does not cover such product supplies.

12.4 Except as provided in this Clause 12, we shall have no liability to you in respect of a product's failure to comply with the warranty set out in Clause 12.1.

12.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded.

12.6 These terms shall apply to any repaired or replacement products supplied by us under Clause 12.2.

13. PRICE AND PAYMENT

13.1 The price of the product (which includes VAT) will be the price indicated on the order/checkout pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see Clause 13.3 for what happens if we discover an error in the price of the product you order.

13.2 Each order confirmation email may serve as a VAT invoice where VAT has been charged. Please contact us if you would like a copy of your VAT invoice to be sent to you in PDF format.

13.3 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

13.4 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

13.5 **When you must pay and how you must pay.** All products must be paid in full at the time that you submit your order. Payment can be made by debit or credit card, by PayPal, or by Bank Transfer. All card payments are either handled by Stripe (our default payment processing agent) or

by PayPal. Use of either payment processing agent will be subject to their terms and conditions. At no point do we manually process or save payment cards, these details are communicated to the payment processing agents via a secure encrypted connection.

14. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER

14.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

14.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products [as summarised at Clause 11.1 including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality and fit for any particular purpose made known to us.

14.3 We are not liable for business losses. If you are a consumer we only supply the products for to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in Clause 15.

15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS

15.1 Nothing in these terms shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

15.2 Except to the extent expressly stated in Clause 12.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

a.3 Subject to Clause 15.1:

- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sum paid by you under such contract.

16. HOW WE MAY USE YOUR PERSONAL INFORMATION

16.1 How we will use your personal information. We will use the personal information you provide to us:

- a) to supply the products to you;
- b) to process your payment for the products;
- c) if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving these emails at any time by contacting us.

16.2 We will only give your personal information to other third parties where the law either requires or allows us to do so.

17. OTHER IMPORTANT TERMS

17.1 We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

17.2 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

17.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

17.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

17.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

17.6 These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.

17.7 [Alternative dispute resolution if you are a consumer.](#) Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are a consumer and are not happy with how we have handled any complaint, you may want to contact an alternative dispute resolution provider. At present, we are not members of an ADR. In addition, please note that disputes may be submitted for online resolution to the [European Commission Online Dispute Resolution platform](#).

18. ADDITIONAL TERMS FOR PRODUCTS TO BE DELIVERED OUTSIDE OF THE UK

18.1 The estimated timing and the cost of delivering will be as shown during the checkout process.

18.2 You are responsible for payment of any import tax, local duties etc. that may be payable upon import and/or delivery of the products.

18.3 The products will be deemed delivered if, for any reason, they are seized by any import or other government body due to the non-payment of import or any other tax or duties or for any other reason.

18.4 You are also responsible for paying any duties or tax payable on the products if they are returned to the us when they are delivered back to the UK.

18.5 VAT will be charged at the applicable rate at the time of the Order. If you are ordering from outside the European Union (EU) or are a VAT-registered business ordering from within the EU are not liable for UK VAT, then at the checkout stage if you enter a non-EU shipping country the VAT value should automatically adjust to zero. If you have selected an EU country for your order you will be offered the option "*Are you registered for VAT in the EU?*", if entering a VAT number here please preface it with your country code, for example 'GB'. If you do not enter the correct VAT information we cannot provide any VAT refunds once an order has been placed and paid for.

18.6 If you cancel this contract for products that have been delivered outside of the European Union we will reimburse to you the cost of the goods once you have returned them to us, but not the cost of postage/delivery. WE WILL DEDUCT THE ORIGINAL DELIVERY COSTS EVEN IF WE HAVE NOT CHARGED THESE TO YOU IN THE FIRST INSTANCE.

CANCELLATION FORM FOR CONSUMER CUSTOMERS

(Complete and return this form only if you wish to withdraw from the contract, for all other queries please contact us: support@gimsonrobotics.com)

To: Gimson Robotics Ltd
Unit 31 Filwood Green Business Park
1 Filwood Park Lane
Bristol
BS4 1ET
United Kingdom

Or email a copy to:
sales@gimsonrobotics.com

I / We [*]

hereby give notice that I / We [*]

cancel my / our [*] contract of sale of the following goods [*]

Ordered on (date) [*]

Received on (date) [*]

With order and/or invoice numbers [*]

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper)

Date

[*] Delete as appropriate