

Gimson Robotics Ltd: Terms of Sale

Last updated: 15.08.2025

1. THESE TERMS

1.1 Purpose and Scope

These Terms form a legally binding agreement between you ("Customer," "you," "your") and Gimson Robotics Ltd ("Supplier," "we," "us," "our") for the purchase of "Goods" or "Components." Sections 1, 2, and 3 apply to all customers (both consumers and businesses), regardless of payment method. Additional sections apply depending on how you purchase and what type of customer you are:

- **Section 4** applies if you pay in full at the time of ordering (whether you are a consumer or a business).
- **Section 5** applies if you are a business buying on account (Extended Payment).
- **Sections 6 and 7** govern Delivery, Warranty, Returns, and Cancellations for all customers, with some provisions specific to consumers or businesses.
- **Section 8** applies if you are a business incorporating our products into your own end product, **in addition** to Section 4 or 5, as applicable.
- **Sections 9 to 15** address general provisions (Liability, Force Majeure, Data Protection, Governing Law, International Orders, Additional Services, and the Cancellation Form).

By making a purchase from us, you agree to abide by the relevant sections of these Terms.

1.2 Consumers vs. Businesses.

You are a **consumer** if you are an individual and you are buying products from us wholly or mainly for personal (non-business) use.

You are a **business** if you do not meet the above definition (for example, you may be a company, partnership, or a sole trader buying predominantly for business use).

1.3 Entire Agreement (for businesses). If you are a business, these Terms constitute the entire agreement regarding your purchase from us; you acknowledge that you have not relied on any statement, representation, assurance, or warranty not set out in these Terms.

2. INFORMATION ABOUT US AND CONTACT DETAILS

2.1 Who we are. We are **Gimson Robotics Ltd**, registered in England and Wales, with Company No. **08708521**. Our trading and registered office address is Unit 31 Filwood Green Business Park, 1 Filwood Park Lane, Bristol, BS4 1ET. Our VAT registration number is (GB) 166536781.

2.2 You can contact us by:

- Post, at the address at the top of this page.
- Email: support@gimsonrobotics.com
- Website: <https://gimsonrobotics.co.uk/contact>

2.3 If we need to contact you, we will do so by phone, email, or post.

2.4 "Writing" includes email. When these Terms refer to "writing" or "written," this includes email.



3. UNIVERSAL PRODUCT TERMS

The following apply to **all** orders (consumer or business, upfront or on account).

3.1 Images & Descriptions. Any images, descriptions, or illustrations on our website/brochures are for **illustrative purposes only**; actual Goods may vary slightly (including minor design updates). All specified weights, dimensions, or other measurements are approximate. We reserve the right to amend the Goods and any specification if required by any applicable statutory or regulatory requirements.

3.2 Suitability & Installation. You must ensure the product(s) you purchase are suitable for your intended use. Installation (if applicable) should be carried out by a qualified or sufficiently experienced person. Any recommendations or advice provided by us is for general guidance only. It remains your sole responsibility to ensure the product is suitable for your intended use.

3.3 Safety-Critical Applications. Unless expressly stated otherwise, our products are **not** designed or tested for use in safety-critical applications (e.g., systems that affect the control or operation of passenger vehicles including road, rail, aircraft, or sea vessels, medical/life-support equipment, or fire/access safety equipment). We strongly discourage use in such applications and **disclaim any liability** for losses or damages arising from using our products in these contexts. If, contrary to our warnings, you use or incorporate our products in any safety-critical application or other high-risk environment, you agree to **indemnify**, defend, and hold us harmless against any and all losses, liabilities, damages, costs, and expenses (including legal fees) arising from or relating to such use. This indemnity applies even if you have received technical advice or other guidance from us, as ultimate responsibility for assessing suitability and assuming associated risks remains solely with you.

3.4 Regulatory Compliance. If you incorporate our products into your own product or device, or if you use/supply them outside the United Kingdom, you are responsible for ensuring compliance with any relevant laws, regulations, or standards (for example, CE, UL). If local legislation or your product's intended application requires specific certifications or regulatory approvals, it is your responsibility to obtain them or confirm compliance before use or onward supply.

3.5 Condition Upon Delivery (Transit Damage). Upon receiving Goods, please inspect them promptly. If any damage **in transit** is evident, notify us in writing (e.g., by email or website contact form message) **within 2 business days** of delivery. If you do not notify us within that period, we may be unable to offer a refund or replacement for transit-related damage. In the event of damage in transit, you must provide evidence (e.g. images, descriptions) of the damage, to aid in our recovery of any losses.

3.6 Assignment and other dealings. We may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of the Supplier's rights or obligations under the Contract. You may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without prior written consent from us.

3.7 Variation. No variation of this Contract shall be effective unless it is in writing with clear agreement from both parties (or their authorised representatives), with reference provided to this clause (3.7).

4. TERMS FOR CUSTOMERS PAYING UPFRONT

This Section 4 applies if you pay in full at the time of ordering, whether as a **consumer** or a **business**.

4.1 Contract Formation.

Your contract with us is formed when we email you confirming acceptance or dispatch of your order. If we cannot accept your order (e.g., out of stock, error in pricing), we will inform you and refund any sums paid within 14 days.

4.2 Order Reference.

We will assign an order or invoice number; please quote this if contacting us.

4.3 Price & Payment (Upfront).

- **4.3.1** Prices are shown with and without VAT but exclude postage/packaging. If VAT rates change between ordering and supply, we adjust accordingly, unless you have already paid in full.
- **4.3.2** Payment can be made by card (via services like Google Pay, Stripe, Shopify Payments), PayPal, or bank transfer. We do not process or store your card details ourselves; these are handled by secure third-party processors.
- **4.3.3** If there is an obvious or serious mispricing, we may cancel the order, refund you, and require the return of any goods.

4.4 International Orders (Upfront).

Additional terms on import duties, taxes, and Brexit impacts are found in **Section 13** (Additional Terms for International Orders).



5. EXTENDED PAYMENT TERMS (BUSINESS CUSTOMERS ON ACCOUNT)

This Section 5 applies **only** if you are a **business** placing orders **with payment on account** (i.e., not paying in full upon ordering). If you also incorporate our products into your own end product, see Section 8 in addition.

5.1 Payment Terms.

5.1.1 Payment terms (due date) will be specified in the purchase order or invoice. We typically issue invoices upon dispatch of the Goods. Unless otherwise agreed in writing, invoices must be paid in full **within 35 calendar days of the delivery date**.

5.1.2 If you do not pay on time, we charge interest on the overdue amount at a rate of **9% above Lloyds Bank's base rate** per annum, accruing daily from the due date until full payment is received.

5.1.3 Failure to pay on time may result in order suspension, withdrawal of account privileges, and/or legal action for debt recovery.

5.1.4 We may, by giving you notice **at any time up to 10 Business Days before delivery**, increase the previously agreed price of the Goods to reflect any increase in our costs due to:

- a) **Factors beyond our control** (e.g., significant foreign exchange fluctuations, rises in taxes/duties, increases in labour, materials or other manufacturing costs);
- b) **Your requests** to change the delivery date(s), quantities, or types of Goods, or any other change to the order specification;
- c) **Delays** caused by your instructions to modify the Order, or if incomplete/incorrect information was provided at the time of ordering.

5.2 Title & Risk (On Account).

5.2.1 Risk in the Goods passes to you upon delivery (see Section 6.1 for delivery specifics).

5.2.2 Title (ownership) of Goods does **not** pass to you until we have received full payment in cleared funds for all sums due.

5.2.3 If you fail to pay for Goods on time, we may suspend further deliveries and/or require you to return any unpaid Goods. After written notice, if you do not return them promptly, we may (as permitted by law) enter your premises to recover them.

5.3 Failure to Accept Delivery (On Account).

If you do not accept delivery within 6 Business Days of our notification that the Goods are ready (in line with any agreed schedule), we may charge storage fees. If you still have not accepted delivery within 20 Business Days, we may cancel the order and charge you the following liquidated damages (representing our unrecoverable losses):

- 50% of the price for standard products, or
- 90% for bespoke/custom products, as liquidated damages (reflecting our unrecoverable costs).

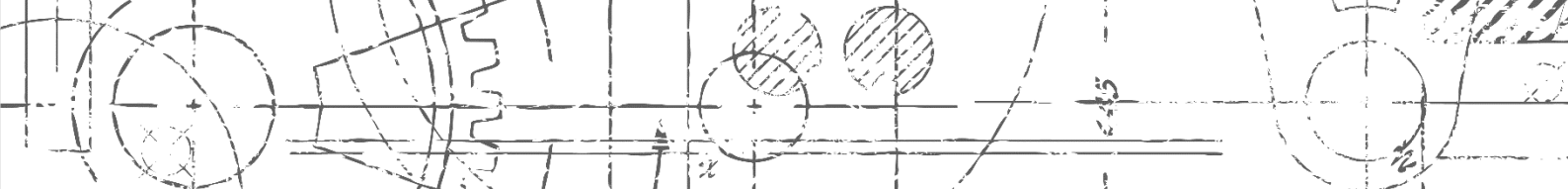
These amounts represent a genuine pre-estimate of our losses and do not constitute a penalty.

5.4 Termination (of an order placed on Account)

5.4.1 Without limiting our other rights or remedies, we may terminate this Contract with immediate effect by giving written notice to you if:

- a) You commit a material breach of any term of the Contract and (if such breach is remediable) you fail to remedy it within 10 calendar days of receiving written notice to do so,
- b) You take any step or action in connection with administration, provisional liquidation, or any other insolvency arrangement (other than for a solvent restructuring), or if you cease or threaten to cease carrying on business,
- c) You suspend or threaten to suspend all or a substantial part of your business, or
- d) Your financial position deteriorates so significantly that, in our opinion, your ability to fulfil your contractual obligations is jeopardised.

5.4.2 We may also suspend delivery of the Goods (under this Contract or any other contract between us) if we reasonably believe you are likely to become subject to any of the events in Clause 5.4.1(a)–(d), or if you fail to pay any amount by the due date.



5.4.3 We may terminate the Contract immediately by giving written notice if you fail to pay any amount due by the due date.

5.4.4 On termination of the Contract for any reason, you must immediately pay all outstanding invoices plus any accrued interest.

5.4.5 Termination does not affect any rights or remedies that have already accrued at the date of termination, including the right to claim damages for a prior breach.

5.4.6 Any provision intended—expressly or implicitly—to remain in effect after termination will remain in full force and effect.

5.5 Deliveries (for orders on Account)

5.5.1 We may deliver the Goods in instalments. Although we normally arrange this at the time of ordering, we reserve the right to split an order into smaller batches if events outside our control mean the full quantity is not ready on the initially stated date. A delay in, or defect affecting, any single instalment does not entitle you to cancel any remaining instalments.

5.5.2 For each delivery, we will ensure that the Goods are accompanied by a delivery note referencing the date of the Order, the purchase order or other reference numbers, the type and quantity of the Goods, any special storage instructions, and (if delivering by instalments) the outstanding balance yet to be delivered.

6. DELIVERY TERMS (ALL CUSTOMERS)

6.1 Shipping & Timelines

- Delivery times are **estimates** only; we are not responsible for third-party courier delays or external factors (e.g., customs processing, adverse weather conditions).
- 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 United Kingdom 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.

6.2 If You Are Not at Home. Carriers may leave instructions for redelivery or collection (this may be online via tracking details). If you do not rearrange delivery or collection, we may charge for storage or further delivery costs. If we still cannot deliver, we may end the contract (see also Section 7.6 on our right to end).

6.3 When You Own the Goods. You own the Goods once we have received payment in full (upfront) or once payment is made in accordance with the account terms (extended payment). See also Section 5.2 for details on passing of title for on-account purchases.

6.4 Reporting Transit Damage. As stated in Section 3.5, you must notify us of any transit-related damage **within 2 business days** of delivery.

7. WARRANTY, RETURNS, & CANCELLATIONS

7.1 Consumers (Faulty or Misdescribed). We have a legal duty to supply products of satisfactory quality, fit for their general purpose, and as described. If goods are faulty or misdescribed, contact us to arrange a return/replacement/repair or refund.

7.2 Consumer Warranty. In addition to your statutory rights under UK law, we provide consumers with an 18 month warranty from the date of delivery, guaranteeing that the Goods will be free from material defects in design, material, and workmanship. During this period, if a defect arises through normal use, we will, at our option, repair or replace the defective item, or offer a refund if neither repair nor replacement is feasible within a reasonable time. This warranty does not cover defects resulting from misuse, neglect, unauthorised alteration/repair, or failure to follow our instructions on installation, maintenance, or usage.

7.3 Consumer Right to Change Mind (14-Day Cooling-Off).

- If you are a **consumer**, you may (under UK law) cancel most online contracts **within 14 days** of delivery (starting the day after you or someone you nominate receives the items).
- You do **not** have this right for bespoke or custom-made products.
- If you do cancel after receiving the goods, you must return them to us in their original condition/packaging. We may reduce your refund if you have handled them beyond what would be allowed in a physical shop.
- If your order included next-day or 'Express' delivery, that cost may not be refundable.



7.4 Business Warranty.

- For **18 months** from delivery, we warrant our products (when sold to businesses) will (i) conform to their description, (ii) be of satisfactory quality, and (iii) be fit for their general purpose.
- No warranty is offered on sample or prototype items, unless otherwise agreed in writing.
- You must notify us of any defect within a reasonable time and allow us to inspect the product. If we accept that it is defective under warranty, we may (at our discretion) repair, replace, or refund it.
- Exclusions include misuse, failure to follow instructions, or unauthorised alteration/repair. Bespoke/custom items may not have the same warranty if the failure is due to unforeseen component properties.
- Except as expressly stated in these Terms, and to the fullest extent permitted by law, all warranties, conditions, or other terms implied by statute or common law (including ss.13–15 of the Sale of Goods Act 1979) are excluded for business customers.

7.5 Business Customer Returns (Non-Faulty Goods).

This clause applies to business customers wishing to return goods that are not faulty or misdescribed, and which are NOT made-to-order.

- a) You must notify us in writing of your intent to return any unused and unmodified goods within 14 calendar days of the delivery date.
- b) Goods must be returned in their original, unopened packaging where possible, and in a resalable condition. You are responsible for the cost and safe transit of the return delivery.
- c) Any requests to return non-faulty goods received after the 14-day period will be considered at our sole discretion. If we accept the return, we reserve the right to charge a restocking fee to cover our administrative and inspection costs.
- d) This right of return does not apply to bespoke or custom-made products, or those which are made-to-order.

7.6 Returning Products.

- **Return Costs:** We cover return postage only if the product is faulty/misdescribed, or if you are ending the contract because of a significant change/error/delay caused by us. Otherwise, you must arrange and pay for return delivery.
- **Refund Method:** We aim to refund within 14 days of receiving returned goods, typically via the same payment method originally used, or otherwise via one discussed with you.

7.7 Our Right to End the Contract.

We may end the contract if you breach these Terms (e.g., refusing delivery, not providing necessary delivery or contact information, or non-payment). In this event, we will refund any sums for undelivered products but may deduct reasonable compensation for costs/losses incurred by your breach. This compensation will be greater if the items are made-to-order.

8. PRODUCT INCORPORATION TERMS (FOR BUSINESS CUSTOMERS)

If you are a business that incorporates our goods (“Components”) into your own end product, this Section 8 applies **in addition** to the relevant payment terms (Sections 4 or 5).

8.1 Customer Responsibilities.

- a) **Assessing Suitability:** You are solely responsible for assessing whether our Components are suitable for use in your end product. We may provide advice towards this, and sample components, but ultimately the design, testing and validation of suitability are your responsibility.
- b) **Regulatory & Safety Compliance:** You must ensure your end product complies with all applicable regulations and standards. We are responsible only for regulations which directly concern our components, according to their specifications. We are not responsible for additional regulations that only apply due to the nature of your own product’s design or marketed use case.
- c) **Testing & Warnings:** You must perform appropriate testing/validation and provide adequate instructions or warnings to end users, according to any applicable regulations.
- d) **IP & Licensing:** If your end product incorporates our Components in a manner requiring third-party IP clearance, you assume full responsibility for this.



8.2 Indemnification.

You agree to indemnify and hold **Gimson Robotics Ltd** harmless against claims, liabilities, or damages arising from:

- a) The design, manufacture, or sale of the end product;
- b) Third-party IP disputes relating to the end product;
- c) Injury, death, or property damage linked to your end product.

8.3 Liability Limitation.

- Our liability is capped at the total price you paid for the purchased Components giving rise to a claim.
- We are not liable for indirect or consequential losses (e.g., lost revenue, production downtime) arising from how you incorporate our Components.
- We assume no liability for usage that goes beyond published specifications (e.g. overloading components) or for modifications that you make to them.

9. LIMITATION OF LIABILITY (ALL CUSTOMERS)

9.1 No Limit Where Unlawful.

Nothing in these Terms excludes or limits liability for death/personal injury caused by negligence, fraud, or anything else that cannot lawfully be excluded.

9.2 Limitation & Exclusion.

- Except as required by law or stated elsewhere, our liability (whether in contract, tort, negligence, etc.) is capped at the total amount you paid for the specific product(s) in question.
- We are not liable for indirect, special, or consequential damages such as lost profit, data, or goodwill.
- If you are a consumer, we do not limit your statutory rights or consumer protections.

10. FORCE MAJEURE

10.1 We are not liable for delays or non-performance caused by events beyond our reasonable control (including natural disasters, strikes, pandemics, or government actions). If a force majeure event continues for more than 4 weeks, either party may terminate on written notice.

11. DATA PROTECTION

11.1 We process personal data strictly for order fulfilment, customer support, and legal obligations.

11.2 We do not sell or share your data with third parties for marketing purposes.

11.3 For further details, see our Privacy Policy available on our website: <https://gimsonrobotics.co.uk/terms>

12. GOVERNING LAW AND JURISDICTION

12.1 These Terms are governed by **English law**. Any disputes will be resolved in the **courts of England and Wales**, unless consumer protection laws allow you (as a UK consumer) to bring proceedings in the courts where you live.



13. ADDITIONAL TERMS FOR INTERNATIONAL ORDERS

13.1 Brexit & CE/UKCA Marking.

- We primarily certify products, according to their component-level requirements, under the **UKCA standard**. We do **not** have an EU/EEA representative; therefore, we cannot supply certain products that fall under CE standards to **consumers** in the European Single Market. If we receive an order to an address in the Single Market without a registered business name, we may cancel and refund the order.
- Business customers importing into the EU are responsible for any local compliance or further certifications.

13.2 Import Duties & Taxes.

You are responsible for any customs duties, VAT, or additional costs related to importation into your country. If goods are seized or returned due to non-payment of duties or other local issues, you may still be liable for charges.

13.3 International Return Postage.

If you cancel under a lawful right (e.g., consumer cooling-off) **after** goods have already shipped internationally, you must return them at your own cost (unless they are faulty/misdescribed). We may also deduct original shipping costs from any refund, even if those costs exceeded what we initially charged you.

14. TERMS FOR ADDITIONAL SERVICES

The following terms apply where you engage us to provide services, such as out-of-warranty repairs or design consultation, separate from a contract for the sale of Goods.

14.1 Scope and Payment

- All services will be based on a pre-agreed scope of work and, where possible, a fixed cost which will be provided to you in a written quotation. This may take the form of an invoice, pro-forma, email, or other referenced document. Payment for services is required in advance unless otherwise agreed in writing.
- Any work requested that falls outside the pre-agreed scope will require a new quotation and agreement.

14.2 Out-of-Warranty Repair Services

- We will assess the item and provide a quotation for the repair. If you do not wish to proceed, a fee for assessment and return postage may be charged.
- While we will take reasonable care of your property, we are not liable for any pre-existing faults or weaknesses that become apparent during the repair process.
- We provide a 90-day warranty on the specific parts and labour of the repair we performed. This warranty does not cover faults with other, unrelated components of the item or failures due to misuse.

14.3 Design Consultation Services

- Any advice, designs, or recommendations are provided in good faith based on the information you supply to us.
- It remains your sole responsibility to assess, test, and validate that any guidance provided is suitable for your specific application and end product. All such services are subject to the liability limitations outlined in Sections 8 and 9 of these Terms.



CANCELLATION FORM FOR CONSUMER CUSTOMERS

(Complete and return this form only if you wish to withdraw from the sales 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