

GLOBAL DIGITAL SYSTEMS LIMITED WARRANTY AND LIMITATION OF LIABILITY

This document is copyrighted by Global Digital Systems Limited (GDS Limited) - which includes the divisions GDS Instruments and GDS Controls. It is supplied to the user with the understanding that it will not be reproduced, duplicated, or disclosed in whole or in part without the express written permission of GDS Limited. Copyright © 2017.

GDS Limited warrants its manufactured goods, systems and software ("Product(s)") to the original purchaser (the "Customer"), and in the case of distributors, to their original consumer (the "Customer") to be free from defects in material and workmanship and as far as is reasonably practicable free from heavy metals, PBDE & PBB (under the RoHS Directive). In no event, however, shall GDS Limited be liable or have any responsibility under such warranty if the Products have been improperly stored, installed, used or maintained, or if the customer has permitted any unauthorised modifications, adjustments, and/or repairs to such Products.

GDS Limited's obligation is limited solely to repairing or replacing (at its option), at its premises any Products, or parts, which prove to GDS Limited's satisfaction to be defective as a result of defective materials or workmanship, in accordance with GDS Limited's stated warranty, provided however, that written notice of claimed defects shall have been given to GDS Limited within one (1) year after the start of the warranty period (the warranty period starts 2 weeks after the date of dispatch from GDS Limited premises, unless otherwise expressly agreed) and within thirty (30) days from the date any such defect is first discovered. The products or parts claimed to be defective must be returned to GDS Limited, transportation prepaid by the Customer, with written specifications of the claimed defect.

Evidence acceptable to GDS Limited must prove that the claimed defects were not caused by misuse, abuse, or neglect by anyone other than GDS Limited.

GDS Limited warrants that their Software is designed and tested to the highest internal specification. The customer, however, acknowledges that this Software is of such complexity and is used in such diverse equipment and operating environments that defects unknown to GDS Limited may be discovered only after the Software has been used by the Customer. The Customer agrees that as GDS Limited's sole liability, and as the Customer's sole remedy, GDS Limited will correct documented failures of the Software to conform to GDS Limited's specifications. GDS limited does not separately warrant the results of any such correction or warrant that any or all failures or errors will be corrected or warrant that the functions contained in GDS limited's software will meet customer's requirements or will operate in the combinations selected by the customer.

This warranty for Products is contingent upon proper use of the Products and shall not apply to defects or failure due to: (i) accident, neglect, or misuse; (ii) failure of the Customer's equipment; (iii) the use of software or hardware not provided by GDS Limited; (iv) unusual stress caused by the Customer's equipment; or (v) any party other than GDS Limited who modifies, adjusts, repairs, adds to, deletes from or services the Products.

The foregoing warranties are in lieu of all other warranties (except as to title), whether expressed or implied, including without limitation, any warranty of merchantability or of fitness for any particular purpose, and are in lieu of all other obligations or liabilities on the part of GDS limited. GDS limited maximum liability with respect to these warranties, arising from any cause whatsoever, including without limitation, breach of contract, negligence, strict liability, tort, warranty, patent or copyright infringement, shall not exceed the price specified of the products or programs giving rise to the claim, and in no event shall GDS limited be liable under these warranties or otherwise, even if GDS limited has been advised of the possibility of such damages, for special, incidental, or consequential damages, including without limitation, damage or loss resulting from inability to use the products or programs, increased operating costs resulting from a loss of the products or programs, loss of anticipated profits, or other special, incidental, or consequential damages, whether similar or dissimilar, of any nature arising or resulting from the purchase, installation,

removal, repair, operation, use or breakdown of the products or programs, or any other cause whatsoever, including negligence.

The above warranty statement also applies to Products, or parts for the same which have been repaired or replaced pursuant to such warranty, and within the period of time, in accordance with GDS Limited's date of warranty.

No person, including any agent, distributor, or representative of GDS Limited, is authorised to make any representation or warranty on behalf of GDS Limited (unless previously agreed in writing) concerning any Products manufactured or designed by GDS Limited, except to refer purchasers to this warranty.

TERMS AND CONDITIONS OF SALE

1. Definitions

1.1 The "Buyer" means the person whose order is accepted by Global Digital Systems Ltd. buys or agrees to buy Goods from the Seller.

1.2 The "Seller" means Global Digital Systems Limited (GDS).

1.3 "Conditions" means the Conditions of Sale set out in this document and any special conditions agreed in writing by the Seller.

2. Conditions

2.1 These "Terms and Conditions" do not affect your statutory rights as a consumer.

2.2 All contracts of sale made by the Seller shall be deemed to incorporate these terms and conditions which shall prevail over any other document or communication from the Buyer.

2.3 If any amendments to this terms and conditions are required they must be confirmed in writing by the Seller.

2.4 Acceptance of delivery of Goods shall be deemed conclusive evidence of the Buyers acceptance of these Conditions.

3. Prices

3.1 The Price shall be that contained in the Seller's Quotation

3.2 Orders are accepted at the price given at the date of order.

3.3 Unless specifically stated, prices quoted are ex-works and exclude packing, freight, insurance, postage, port or airport costs.

3.4 Prices quoted will be valid for 90 days from the date of the original quotation, unless otherwise specified.

3.5 GDS reserves the right to alter prices without notice to cover increases in the cost of any materials or labour.

4. Accounts

4.1 All accounts are payable on demand but in all cases not later than the time specified on the quotation.

5. Interest on Overdue Invoices

5.1 GDS reserves the right to charge interest at 2% per month where payment is not made by the due date.

6. VAT

6.1 Value Added Tax on the goods and services covered by this agreement will be charged at the current applicable rate.

7. Warranty and Liability

7.1 GDS undertake to repair or replace any goods manufactured by GDS and found in reasonable judgement of GDS to be defective in material or workmanship. GDS shall be required to comply with this warranty where such defective material or workmanship is found within twelve months from the date of delivery.

7.2 If required by GDS the Buyer shall at his cost, return or procure the return of the goods alleged to be defective by GDS or where applicable to an authorised dealer or distributor of GDS who may carry out repairs or make good, in accordance with the arrangement from time to time between GDS and the dealer within the appropriate warranty period.

7.3 Where GDS did not manufacture the goods the warranty issued by the manufacturer shall be passed onto the end-user for his warranty period.

7.4 GDS shall not be responsible under this warranty if:

- the goods have been improperly maintained, installed or operated
- the goods have been altered or modified so as to adversely affect the operation or use or performance or durability or so as to change their intended use.

The GDS liability under the warranty contained in this clause is limited to the repair or replacement of defective goods making good defective workmanship. Full details of GDS warranty agreement can be found on GDS Warranty and Limitation of Liability document, sent with all orders.

8. Delivery

8.1 Delivery dates whilst offered in good faith, are to be treated as estimates only and the time of delivery shall be deemed not to be of the essence of the contract.

8.2 The Buyer shall be bound to accept the goods and services when available, for so long as they are available within a reasonable time frame of the delivery date quoted.

9. Loss or Damage in Transit

9.1 In the case of any loss or damage in transit, the buyer must notify the carrier and GDS, in writing, such written notice must be given in the case of non delivery within 14 days of the dated despatch and in the case of damage, errors or shortage within 7 days of receipt.

10. Property

10.1 Property in the goods shall not pass to the Buyer from GDS until the goods and all materials, services and work carried out have been paid for in full.

11. Force Majeure

11.1 In the event that the Seller is prevented from carrying out its obligations under a contract for sale as a result of any cause beyond its control such as but not limited to Acts of God, War, Strikes, Lock-outs, Flood and Failure of third parties to deliver goods, the Seller shall be relieved of its obligations and liabilities under such contract for sale for as long as such fulfilment is prevented.

12. Purchasers Information

12.1 GDS accept no liability whatsoever for any errors, loss or damage that may occur as a result of the Purchaser failing to provide full and correct information to GDS.

13. Purchasers Design

13.1 Where GDS has manufactured the goods to the design of the Buyer, wholly or partly, no liability is accepted by GDS for design errors, which shall remain the responsibility of the Buyer.

14. Patents

14.1 GDS accepts no liability for the consequence or infringement by the Buyer of any patents or similar monopoly rights.

14.2 The Buyer shall indemnify GDS against all damages, penalties, costs and expenses for which GDS may become liable through any work carried out by GDS in accordance with the Buyer's specifications which may involve infringement of a patent or registered design

15. Changes to design specifications

15.1 GDS reserves the right to make structural and design modifications without prior notification to cover continued technical innovations, improvements and designs.

16. Application and Law

16.1 Failure by us to enforce any of these terms and conditions will not affect our right to enforce any of the remaining terms and conditions.

16.2 The contract between GDS and the Buyer shall be governed by, and interpreted in accordance with, the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to resolve any disputes between GDS and the Buyer.

These terms and condition are subject to change without prior notice.