

# STACK LIMITED TERMS AND CONDITIONS OF SALE

## Specification and Liability

- a) The Purchaser shall be responsible for ensuring the fitness of the Equipment for the Purchaser's application. Stack may at its discretion make evaluation samples, brochures and technical specifications available to assist the Purchaser in assessment of the Equipment capability.
- b) Stack shall not be under any liability for damage, loss or expense resulting from the failure to give advice or information or the giving of incorrect information or advice.
- c) In no event shall any breach of contract or tort (including negligence) or failure of any kind on Stack's part give rise to any liability for loss of revenue or any consequential loss or damage arising from any cause whatsoever
- d) In the event of packing and delivery to the Purchaser by Stack, Stack or its insurers shall be responsible for all risks of loss or damage to the Equipment up to the time and date of delivery. After the delivery all risks of loss or damage shall be on the Purchaser.

## Equipment Warranties

- a) Stack warrants new Equipment to be free from defects caused by faulty materials or poor workmanship for a period from the ex-works shipment date:

Equipment	Twelve months
Associated sensors	Consumerable items, not covered by warranty.
- b) Stack warrants the workmanship and replacement parts of repaired Equipment for three months from the ex-works shipment date.
- c) Stack shall incur no liability under these warranties unless:
  - (i) Stack is notified in writing upon discovery of any such defects by the Purchaser, and
  - (ii) The defective item is returned at the expense of the Purchaser to Stack or to such person as Stack may direct, within the warranty period, and
  - (iii) The tamper seals are undisturbed, and
  - (iv) Examination by Stack of such item shall disclose to its satisfaction that such defects exist and have not been caused by misuse, neglect, repair, alteration or accident.
- d) The liability of Stack under this warranty shall in any event be limited to replacing, repairing, or issuing credit at its option for any item of the Equipment which is returned by the Purchaser as aforesaid, and to returning the repaired or replaced item to the Purchaser.
- e) The Purchaser shall pay to Stack the amount of cost (as certified by Stack) of any tests of equipment returned by the Purchaser for examination together with the costs of returning such equipment to Stack and their subsequent return to the Purchaser in the event that Stack is found not to be liable for the defect under the terms of this warranty.

## Software Licences

- a) Stack software is supplied as a licence to use the software in association with the Equipment.
- b) Title to the software source code and its associated Intellectual Property remain with Stack.
- c) The software is only offered to run on those platforms, which are described in each product release.
- d) Software functionality is offered as seen. Any known functional errors will be described in the product release. Stack will employ its best endeavours to improve the software through further releases, but makes no undertaking to correct any specific malfunction.