



Scape Technologies Terms & Conditions

Scape Technologies A/S

October 2015

General Terms of Trade:

SCAPE License Agreement and Scape Partner Agreement:

The most current version of the End-User License Agreement for Scape Technologies A/S and/or the Scape Technologies Partner Agreement shall prevail and will supersede any discrepancies with the below terms and conditions.

Payment terms:

14 days net.

Changes on individual customer projects may be agreed.

VAT and Taxes:

All prices are excluding VAT and taxes.

Delivery:

All equipment is delivered Ex-Works, Odense. Freight may be invoiced separately.

Delivery Time:

Delivery date is agreed on Purchase Order & Order Confirmation. Scape Technologies reserves the right to change the agreed delivery time should this be necessary and will inform the buyer accordingly should any delay occur.

Product Rights:

All software product rights are governed according to the most current version of the End-User License Agreement for Scape Technologies and the Scape Technologies Partner Agreement. Scape Technology A/S reserves the right to use and exploit any know-how collected as well as tools which are developed in connection with the development of products or systems (Hardware & Software development) for other customers in other contexts.

Product Responsibility:

Any product information on how to use and benefit from the Scape products, that is not part of the project specification, constitutes only a recommendation. Scape Technologies has no responsibility for such information. Scape Technologies can under no circumstances be held liable for damage to the buyer's property which is manufactured on the basis of the defective goods or with which defective goods are connected, and likewise, Scape Technologies can under no circumstances be held liable for the buyers or third parties consequential losses resulting from defects of the commercial goods delivered. The liability of Scape Technologies is limited in all other respects to compensation of direct loss or damage and shall never exceed the amount of the respective individual Purchase Order.

Limited Warranty:

Scape Technologies warrants that (i) the SCAPE SOFTWARE in its unmodified standard version released by Scape Technologies will perform substantially in accordance with the accompanying user documentation for a period of ninety (90) days from the date of receipt; and (ii) any media will be free from defects in materials and workmanship under normal use and service for a period of ninety (90) days from the date of receipt.

Scape Technologies shall bear no responsibility for errors caused by false, ambiguous or incomplete information from the End-User or Scape Partner. Also the responsibility does not cover faults caused by circumstances arising after the risk of the product is passed to the client such as but not limited to errors caused by normal wear or deterioration. Supplier's liability covers only defects that appear within a period of one year from the date when the risk of product was transferred to the End-User.

Indemnification:

If a third party is able to make claim for damages against the seller, Scape Technologies, which obligates Scape Technologies to the extent further to that stated above, the buyer shall indemnify Scape Technologies for any liability extending beyond the general law of damages.

General Conditions

Project Related:

- In case Scape is involved in training new parts to be bin-picked, one full bin per part type must be shipped to Scape in Odense shortly after contract agreement unless otherwise agreed.
- Agreements regarding cycle time will require an optimal layout regarding robot movements. The layout must be confirmed by Scape. In case of non-optimal layout the estimated cycle time may be compromised.
- The hardware components supplied by Scape are specified in the documentation for each product option. The documentation can be found at the Scape Partner Portal for Scape Certified Partners. Any requests for changes to hardware type, vendor etc. will be subject to extra costs.
- Remote support for run-in at Partner or Customer requires online access to the SCAPE Controller PC and the possibility for live-streaming using a web-cam.

Service Related:

- Dates for services from Scape which requires travelling to partner or customer site, such as FAT and SAT Consultancy, must be agreed upon at least 10 business days ahead. If the notice is shorter than 10 business days extra costs may apply.

Technical Support:

- Scape normally provides telephone support to Partners during regular business hours (8:30 am through 17:00), Central European Time (CET/CEST). Partner is responsible for the support to End-User and, unless otherwise agreed, in no event shall Scape provide support directly to End-User. If End-user calls Scape for support, they will be re-directed back to Partner. Detailed information about Technical Support from Scape can be found at the Scape Partner Portal for Scape Certified Partners.