



# Online Terms and Conditions of Supply of EVK (Business Customers Only)

Issued on 1st July 2021

## AGREED TERMS

### 1. About us

- 1.1 **Company details.** Cambridge Touch Technologies Limited (company number 08226094) (“**we**” and “**us**”), is a company registered in England and Wales and our registered office is at 2nd Floor, Platinum Building St John’s Innovation Park, Cowley Road, Cambridge, England, CB4 0DS. Our main trading address is Unit 154 Cambridge Science Park, Cambridge, England, CB4 0GN, U.K. Our VAT number is GB173846381. We operate the website [www.camtouch3d.com](http://www.camtouch3d.com).
- 1.2 **Contacting us.** To contact Cambridge Touch Technologies, email our customer service team at [customersupport@camtouch3d.com](mailto:customersupport@camtouch3d.com). How to give us formal notice of any matter under the Contract is set out in Clause 14.2.

### 2. Our contract with you

- 2.1 **Our contract.** These terms and conditions (“**Terms**”) apply to the order by you and supply of goods by us to you (“**Contract**”). No other terms are implied by trade, custom, practice, or course of dealing.
- 2.2 **Entire agreement.** The Contract is the entire agreement between us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise, representation, assurance, or warranty that is not set out in the Contract.
- 2.3 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.
- 2.4 **Language.** These Terms and the Contract are made only in the English language.
- 2.5 **Your copy.** You should print a copy of these Terms for future reference.

### 3. Placing an order and its acceptance

- 3.1 **Placing your order.** Please follow the onscreen prompts to place an order. Each order is an offer by you to buy the goods specified in the order (“**Goods**”) subject to these Terms.
- 3.2 **Correcting input errors.** Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate.



- 3.3 **Acknowledging receipt of your order.** After you place an order, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 3.4.
- 3.4 **Accepting your order.** We will confirm our acceptance to you by sending you an email that confirms that the Goods have been dispatched (“**Dispatch Confirmation**”). The Contract between you and us will only be formed when we send you the Dispatch Confirmation.
- 3.5 **If we cannot accept your order.** If we are unable to supply you with the Goods for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Goods, we will refund you the full amount including any delivery costs charged as soon as possible.

#### 4. Our goods and license to use embedded firmware and middleware.

- 4.1 The packaging of your Goods may vary from that shown on images on our site.
- 4.2 We reserve the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirement.
- 4.3 The Goods incorporate certain firmware and/or middleware, required to allow proper use of the Goods in accordance with the applicable [Evaluation Kit Datasheet](#), [Evaluation Kit User Guide](#), [Evaluation Kit Application Note](#), and [Quick Start Guide](#), which firmware, middleware, Evaluation Kit Datasheet, Evaluation Kit User Guide, Evaluation Kit Application Note, and Quick Start Guide may be updated by us from time to time.
- 4.4 With respect to all firmware and middleware referred to in Clause 4.3 we grant to you a non-exclusive, non-transferable royalty-free, licence to use the same, together with such updates to the same as we may issue to you from time to time (collectively referred to as “**Embedded Code**”), solely as incorporated into the Goods and solely as permitted in the Evaluation Kit Datasheet, Evaluation Kit User Guide, Evaluation Kit Application Note, and Quick Start Guide, for your own business purposes.
- 4.5 Nothing in these Terms shall be construed as a transfer of any Intellectual Property Rights (as defined in Schedule 1) in Embedded Code, and all such rights are reserved by us or the relevant Third-Party Licensor,
- 4.6 Except as expressly permitted under this Agreement or the Third-Party Licensor Terms, or as required by law, you shall not:
- (a) use, copy, modify, adapt, correct errors, or create derivative works from, the Embedded Code;
  - (b) decode, reverse engineer, disassemble, decompile or otherwise translate or convert the Embedded Code;
  - (c) assign, sub-licence, lease, resell, distribute or otherwise deal in or encumber the Embedded Code;
  - (d) install or use the Embedded Code, or permit it to be installed or used, on behalf of any third party or otherwise than as expressly permitted in these Terms;
  - (e) attempt to circumvent or interfere with any security features of the Embedded Code; or,
  - (f) use the Goods for any of the following prohibited purposes:
    - (i) nuclear, chemical or biological weapons proliferation,
    - (ii) military or space applications,
    - (iii) use in terrorist actions, and,



- (iv) purposes associated with nuclear installations, nuclear explosions, weapons of mass destruction (chemical, biological, nuclear) or rockets capable to transport such weapons.

### 5. Delivery, transfer of risk and title

- 5.1 We or our shipping agent will contact you with an estimated delivery date, which will be within 15 days after the date on which we email you with Dispatch Confirmation. Occasionally our delivery to you may be affected by an Event Outside Our Control. See Clause 13 (Events outside our control) for our responsibilities when this happens.
- 5.2 Delivery is complete once the Goods have been unloaded at the address for delivery set out in your order and the Goods will be at your risk from that time.
- 5.3 You own the Goods (but not the Embedded Code incorporated into the goods) once we have received payment in full, including of all applicable delivery charges.
- 5.4 If we fail to deliver the Goods, our liability is limited to the cost of obtaining replacement goods of a similar description and quality in the cheapest market available, less the price of the Goods. However, we will not be liable to the extent that any failure to deliver was caused by an Event Outside Our Control, or because you failed to provide adequate delivery instructions or any other instructions that are relevant to the supply of goods.
- 5.5 If you fail to take delivery within ten (10) days after the day on which we notified you that the Goods were ready for delivery, we may resell part of, or all the Goods.

### 6. International delivery

- 6.1 We are unable to sell or supply goods and/or services into certain countries and geographical regions, and to certain prohibited persons, as listed on our website, (collectively "[Prohibited Destinations and Persons](#)"), so please review the information on that page carefully before ordering Goods.
- 6.2 If you order Goods from our site for delivery outside the United Kingdom, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges, and we cannot predict their amount.
- 6.3 You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.
- 6.4 You must comply with all applicable laws and regulations of the country for which the Goods are destined. We will not be liable or responsible if you break any such law.

### 7. Price of goods and delivery charges

- 7.1 The prices of the Goods will be as quoted on our site at the time you submit your order. We take all reasonable care to ensure that the prices of Goods are correct at the time when the relevant information was entered onto the system. However, please see Clause 7.5 for what happens if we discover an error in the price of Goods you ordered.



- 7.2 Prices for our Goods may change from time to time, but changes will not affect any order you have already placed.
- 7.3 The price of Goods excludes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Goods in full before the change in VAT takes effect.
- 7.4 The price of the Goods does not include delivery charges. Our delivery charges are as advised to you during the check-out process before you confirm your order. To check relevant delivery charges, please refer to our [Delivery Charges](#) page.
- 7.5 It is always possible that, despite our reasonable efforts, some of the Goods on our site may be incorrectly priced. If we discover an error in the price of the Goods you have ordered we will contact you in writing to inform you of this error and we will give you the option of continuing to purchase the Goods at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. If we mistakenly 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 cancel supply of the Goods and refund you any sums you have paid.

### 8. How to pay

- 8.1 Payment will be processed by our chosen third party payment processor, Stripe. In submitting payment you acknowledge and agree that Stripe will collect and process your personal data in accordance with Stripe's own terms of business and privacy policies and that you are happy to proceed with your purchase on that basis. Please refer to Stripe's website at [www.stripe.com](http://www.stripe.com) for further details of those terms and policies.
- 8.2 You can only pay for Goods using a debit card or credit card. We accept the following cards: Mastercard and Visa.
- 8.3 Payment for the Goods and all applicable delivery charges is in advance. Your card will not be charged until we dispatch your Goods.

### 9. Our warranty for the goods

- 9.1 We warrant that the Goods comply with the laws, regulations, or standards within the UK. We do not warrant that the Goods comply with the laws, regulations, or standards outside the UK.
- 9.2 We provide a warranty that on delivery and for a period of twelve (12) months from the date of delivery, the Goods shall:
  - (a) subject to clause 4, conform in all material respects with their description as set out in the applicable CTT product [Datasheet](#); and
  - (b) be free from material defects in design, material, and workmanship.



- 9.3 Subject to Clause 10.4, if:
- (a) you give us notice in writing within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in Clause 10.2;
  - (b) we are given a reasonable opportunity of examining the Goods; and
  - (c) if we ask you to do so, you return the Goods to us at your cost,

we will, at our option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

- 9.4 We will not be liable for breach of the warranty set out in Clause 10.2 if:
- (a) you make any further use of the Goods after giving notice to us under Clause 10.3;
  - (b) you alter or repair the Goods without our written consent;
  - (c) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
  - (d) the Goods differ from their description or specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 9.5 We will only be liable to you for the Goods' failure to comply with the warranty set out in Clause 10.2 to the extent set out in this Clause 10.
- 9.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 9.7 These Terms also apply to any repaired or replacement Goods supplied by us to you.

### **10. Our liability: your attention is particularly drawn to this clause**

- 10.1 Nothing in these Terms shall limit or affect the exclusions or limitations set out in our Terms Use for our website.
- 10.2 References to liability in this clause 11 include every kind of liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 10.3 We only supply the Goods for internal use by your business, and you agree not to use the Goods for any resale purposes.
- 10.4 Nothing in these Terms limits or excludes our liability for:
- (a) death or personal injury caused by our negligence;
  - (b) fraud or fraudulent misrepresentation;
  - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
  - (d) any other liability that cannot be limited or excluded by law.
- 10.5 Subject to clause 11.3, we will under no circumstances be liable to you for:
- (a) any loss of profits, sales, business, or revenue; or
  - (b) loss or corruption of data, information, or software;



- (c) loss of business opportunity; or
  - (d) loss of anticipated savings; or
  - (e) loss of goodwill; or
  - (f) any indirect or consequential loss.
- 10.6 Subject to Clause 11.3, our total liability to you for all losses arising under or in connection with the Contract will in no circumstances exceed the price of the Goods.
- 10.7 Except as expressly stated in these Terms, we do not give any representations, warranties, or undertakings in relation to the Goods. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Goods are suitable for your purposes.

### 11. Termination

- 11.1 Without limiting any of our other rights, we may suspend the supply or delivery of the Goods to you, or terminate the 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 a breach is remediable) fail to remedy that breach within fourteen (14) days of you being notified in writing to do so;
  - (b) you fail to pay any amount due under the Contract on the due date for payment;
  - (c) you suspend, threaten to suspend, cease, or threaten to cease to carry on all or a substantial part of your business; or
  - (d) your financial position deteriorates to such an extent that in our reasonable opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.
- 11.2 Termination of the Contract shall not affect your or our rights and remedies that have accrued as at termination.
- 11.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

### 12. Events outside our control

- 12.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control ("**Event Outside Our Control**").
- 12.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:
- (a) we will contact you as soon as reasonably possible to notify you; and
  - (b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Goods to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.



12.3 You may cancel the Contract affected by an Event Outside Our Control which has continued for more than thirty (30) days. To cancel please contact us.

### 13. Communications between us

13.1 When we refer to "in writing" in these Terms, this includes email.

13.2 Any notice or other communication given by one of us to the other under or in connection with the Contract must be in writing and be sent by courier or email.

13.3 A notice or other communication is deemed to have been received:

- (a) if sent by courier, at the time the delivery is signed for by the recipient.
- (b) if sent by email, at 10.00 am the next working day after transmission.

13.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped, and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

13.5 The provisions of this Clause 14 shall not apply to the service of any proceedings or other documents in any legal action.

### 14. Data Privacy

14.1 Under data protection legislation, we are required to provide you with certain information about who we are, how we process the personal data of those individuals who use the Software and the Documents and for what purposes and those individuals' rights in relation to their personal data and how to exercise them. This information is provided in [Privacy Policy](#) and it is important that you read that information.

### 15. General

15.1 Assignment and transfer.

- (a) We may assign or transfer our rights and obligations under the Contract to another entity.
- (b) You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

15.2 **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

15.3 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not exercise our rights or remedies against you, or if we delay in doing so, that will not mean that we have waived our rights or remedies against you or that you do not have to comply with those obligations. If we do waive any rights or remedies, we will only do so in writing, and that will not mean that we will automatically waive any right or remedy related to any later default by you.



- 15.4 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 15.5 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.
- 15.6 **Governing law and jurisdiction.** This Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation, including non-contractual disputes or claims, shall be governed by, and construed in accordance with, the laws of England and Wales.
- 15.7 Save as provided for in Clause 14.8, the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Contract, its subject matter or formation including non-contractual disputes or claims.
- 15.8 The Supplier may issue proceedings (whether concurrently or not with proceedings referred to in Clause 13.7) against you in the Delivery Location to the extent permitted by the law applicable in that jurisdiction. For the purposes of this Clause 14.8 the term “Delivery Location” means the location specified by you when submitting your order for the Goods.
- 15.9 To the extent permitted by law
- (a) the Convention on the International Sale of Goods 1980 and all international and domestic legislative or other implementations of that Convention; and
  - (b) the [Uniform Laws on International Sales Act 1967](#).
- shall not apply in relation to this Agreement.

### SCHEDULE 1

“**Intellectual Property Rights**” means copyright, moral rights, patents, rights in inventions, rights in confidential information, Know-how, trade secrets, trademarks, service marks, trade names, design rights, rights in get-up, database rights, rights in data and databases, data exclusivity rights, approvals, utility models, domain names, business names, rights in computer software the right to sue for infringement, unfair competition and passing off, and all similar rights of whatever nature wherever in the world arising and, in each case: (i) whether registered or not; (ii) including any applications to protect or register such rights; (iii) including all renewals and extensions of such rights or applications; (iv) whether vested, contingent or future; and (v) wherever existing;

“**Know-how**” means inventions, discoveries, improvements, processes, formulae, techniques, specifications, technical information, methods, the results and procedures for experiments and tests, reports, component lists, manuals, instructions, designs, sketches, drawings, and information relating to customers and suppliers (whether written or in any other form and whether confidential or not) and analyses and interpretations of information which is in the public domain.

Copyright © 2020-2021 Cambridge Touch Technologies Limited. All Rights Reserved.