

## TERMS AND CONDITIONS

### TEAM SUPPORT AGREEMENT

PUBLICATION DATE FEBRUARY  
2019

#### AGREED TERMS

##### 1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement (unless the context requires otherwise).

**Agreement:** means these terms and conditions

**Coda Octopus:** means any of the following legal entities:

1. **Coda Octopus Products Limited**, a Scottish company with its place of business at 38 South Gyle Crescent, South Gyle Business Park, Edinburgh EH12 9EB (“COPL”); or
2. **Coda Octopus Products, Inc.**, a Delaware corporation with its place of business at 9100 Conroy Windermere Road, Suite 200, Windermere, Florida 34786 (“COPI”)
3. **Coda Octopus Products Pty Limited**, an Australia company with its place of business Unit 6/48 Jardine Drive, Redlands Business Park, Redland Bay, QLD 4165, Australia (“COPTY”)

and are also referred to as “we”, “us” or “our”.

**Delivery:** ex-works Coda Octopus

**Initial Warranty Period** means the first twelve (12) months from Delivery of your Product.

**Product:** means the item purchased from Coda Octopus and which is the subject matter of this support agreement.

**You or Your:** means the Purchaser of the Product.

- 1.2 The headings in this agreement are inserted for convenience only and shall not affect its construction.
- 1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4 A reference to one gender includes a reference to the other gender.

## **2. SCOPE OF AGREEMENT**

- 2.1 Unless you have purchased our Extended Hardware Warranty or our Through Life Support package with your Product, your product comes with twelve (12) months warranty which covers manufacturers' defects which arise during the warranty period.
- 2.2 Your warranty period starts from Delivery date.
- 2.3 Upon purchase of the Product and subject to paying the purchase price in full, you get a twelve (12) month membership of our TEAM Support Program which provides you with the support set out in Sections 3 and 4 of this Agreement.
- 2.4 Following the expiry of the Initial Warranty Period your TEAM Support can be extended subject to paying the annual TEAM membership fee for your Product.
- 2.5 Your TEAM Support covers the services and other benefits set out in this document.

## **3. TEAM PROGRAM**

- 3.1 Unless otherwise agreed in writing your TEAM membership entitles you to the following during the Support Period:
  - (a) 24x7x365 telephone and/or email support
  - (b) Minor firmware, software and bug fixes releases
  - (c) 20% discount on major software releases
  - (d) 10% discount on the purchase of new products and/or services

- (e) Loan systems where your product is out for repair (and where one is available in our demonstration equipment pool). This is subject to our terms and conditions including paying the shipping and insurance costs associated with such loan and signing our loan agreement in force from time to time.
  - (f) Access to Online Video Tutorials through our Virtual Training Rooming.
  - (g) Annual Statement of Usage of your Support Account.
- 3.2 Any other benefits we may introduce for TEAM members during the Support Period.
- 3.3 If you are a company which hires your Product in the ordinary course of your business to third parties in return for a payment you will need to purchase our TEAM Plus package for multiple users or purchase our train-the-trainers package where we train you to provide first line support to your customers.

#### **4. OUR SUPPORT OBLIGATIONS**

- 4.1 Subject to complying with our recommendations on the proper use of the Product and providing us with sufficient details to investigate and resolve your problems with the Product, during the Support Period we will provide you with the support set out in this Section.
- 4.2 Hardware and Software support. This will be provided by either email or telephone or through access to our on-line technical library.
- 4.3 We will also, where appropriate, offer remote support sessions.
- 4.4 Subject to providing us with sufficient information (and data where required) we will investigate problems or questions that you have relating to the Product promptly. We will only use your data and information for the purpose of providing you the necessary support under our Team Program.
- 4.5 We do not guarantee a response time but we have a 24-hour support line which is usually available and we will use reasonable endeavor to respond to your support requirements within reasonable period of time from receiving your request for support.
- 4.6 Where your Product is returned for repair we will endeavor to repair promptly and perform such repair service with due care and attention.

- 4.7 All software and firmware releases which we make to you pursuant to our TEAM program are made available on our standard terms and conditions in force from time to time and which can be accessed on our website at [www.codaoctopus.com](http://www.codaoctopus.com). Your attention is specifically called to the terms of our End User License for such software and/or firmware.

## **5. GOVERNING LAW AND JURISDICTION**

- 5.1 If you purchase your Product from COPL then your rights are governed by the laws of Scotland and disputes are subject to the Courts of Scotland.
- 5.2 If you purchase your Product from COPI then your rights are governed by the laws of the state of Florida and disputes are subject to the Courts of Florida.
- 5.3 If you purchase your Product from COPTY then your rights are governed by the laws of Australia disputes are subject to the Courts of Australia.

**[END]**