

CODA OCTOPUS TEAM SUPPORT AGREEMENT

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TEAM SUPPORT AGREEMENT

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, United Kingdom (COPL); or
2. **Coda Octopus Products, Inc.**, a Delaware corporation with its place of business at 3300 S Hiawasse Rd, Suite 104-105, Orlando, Florida, 32835, USA (COPI); or
3. **Coda Octopus Products A/S**, a Danish corporation with its place of business at Gl Strandvej 22C, st tv, 2990 Nivaa, Denmark

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

Contracting Parties: The Coda Octopus entity from whom the Purchaser purchases the Product and the Purchaser

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.

Seller: The Coda Octopus entity from whom the Purchaser has purchased the Product as is shown in the Quotation and on the Sales Order Confirmation from the Coda Octopus entity.

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.

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.
 - (h) On-line training on the Product
- 3.2 Any other benefits we may introduce for TEAM members during the Support Period.

4. SELLER'S 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 endeavors 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. Your attention is specifically called to the terms of our End User License for such software and/or firmware.

5. ENFORCEMENT OF RIGHTS

- 5.1. All or any enforcement rights of any of the Seller's obligations are strictly against the Coda Octopus Company from which the item was purchased as is confirmed on the said Company's Sales Order Confirmation (SOC).
- 5.2. Specifically excluded from the scope of this Agreement and our Conditions of Sale are any joint and/or several liability for any of the obligations under the contract for the purchase. Purchaser's rights are strictly against the Selling Entity.

6. GOVERNING LAW AND JURISDICTION

- 6.1. If you purchase your Product from COPL then your rights are governed by the Laws of Scotland and Scottish Courts shall have jurisdiction over all disputes unless the parties agree to resolve outside of a court process.
- 6.2. If you purchase your Product from COPI then your rights are governed by the Laws of Florida and Florida Courts shall have jurisdiction over all disputes unless the parties agree to resolve outside of a court process.
- 6.3. If you have purchased your Product from COPAS then your rights are governed by the Laws of Denmark and Danish Courts shall have jurisdiction over all disputes unless the parties agree to resolve outside of a court process.

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