

General Terms and Conditions OMNITECH ROBOTICS



Article 1 – General

- 1.1 These general terms and conditions apply to all offers, quotations, agreements, and product deliveries by OmniTech Robotics, registered in Schiedam, Van beverenstraat 8, 3117 KV.
- 1.2 Deviations from these terms are valid only if confirmed in writing by OmniTech Robotics.
- 1.3 By placing an order, the customer explicitly agrees to these general terms and conditions.
- 1.4 OmniTech Robotics reserves the right to use images or video content of delivered products for marketing or documentation purposes unless otherwise agreed in writing.

Article 2 – Offers and Agreements

- 2.1 All offers and quotations by OmniTech Robotics are non-binding, unless explicitly agreed otherwise in writing.
- 2.2 An agreement is concluded only after written confirmation by OmniTech Robotics or once OmniTech Robotics has commenced execution.
- 2.3 OmniTech Robotics reserves the right to refuse or cancel any order or project, including custom engineering assignments, without providing reasons. In such cases, OmniTech Robotics may, at its sole discretion, refund a portion of the amount already paid by the customer. No rights can be derived from such cancellations.
- 2.4 If an order or project is cancelled by the customer, OmniTech Robotics reserves the right to retain or charge for all engineering hours, materials, and other costs already incurred. These costs are strictly non-refundable.
- 2.5 In case of conflict, these Terms prevail over customer purchase conditions unless agreed in writing.

Article 3 – Prices and Payment

- 3.1 All prices are exclusive of VAT and government levies unless otherwise stated.
- 3.2 Full payment must be made in advance, unless agreed otherwise in writing.
- 3.3 Failure to meet payment obligations on time places the customer in default without further notice, entitling OmniTech Robotics to suspend or cancel the agreement without compensation.
- 3.4 All collection costs, both judicial and extrajudicial, are borne by the customer.
- 3.5 A first reminder will be sent if payment is not made by the due date. A second reminder follows if payment is still not made within 14 days.
- 3.6 If no payment is made after the second reminder, the claim will be transferred to a collection agency without further notice. All additional costs are borne by the customer.
- 3.7 OmniTech Robotics reserves the right to suspend future deliveries or services until full payment is received.
- 3.8 All payments must be made in euros (EUR). Currency conversion costs and international transfer fees are the responsibility of the customer.
- 3.9 Late payments accrue statutory commercial interest from the due date until full settlement.

Article 4 – Delivery and Lead Time

- 4.1 Delivery occurs within four (4) weeks after receipt of full payment and written order confirmation, unless agreed otherwise.
- 4.2 Delivery times are indicative and not binding. Exceeding the delivery period does not entitle the customer to compensation or cancellation.
- 4.3 Delivery costs are calculated per order and stated in the quotation or invoice. All transport risks are borne by the customer.
- 4.4 For deliveries outside the Netherlands, the customer is responsible for local compliance, import duties, and customs clearance. OmniTech Robotics is not liable for customs delays or additional charges.
- 4.5 Risk of loss or damage transfers to the customer once the product is handed over to the carrier.

Article 5 – Warranty and Return Policy

- 5.1 Warranty conditions are defined in the included certificate.
- 5.2 The customer is responsible for proper use and adherence to instructions. Damage due to misuse or unauthorized modifications is excluded from warranty.
- 5.3 All robots are custom-built and made-to-order. For this reason, returns are excluded unless explicitly agreed upon in writing by OmniTech Robotics.
- 5.4 Repairs (domestic & international): If a defect occurs, the product may be returned at the customer's expense. OmniTech Robotics will inspect and quote repair costs when applicable. Return only occurs after full payment. Customs or import duties are the customer's responsibility.
- 5.5 Warranty does not apply outside the European Union unless agreed upon prior to shipment. Due to high return costs, international sales are considered final.
- 5.6 OmniTech Robotics is not liable for any data loss, corruption, unauthorized access, or breach related to video recordings, telemetry, or digital storage on SD cards or internal memory. The customer is responsible for secure data handling and compliance with local data protection laws.
- 5.7 All OmniTech Robotics products are custom-built to order and qualify as bespoke items under EU Directive 2011/83/EU Article 16(c). Therefore, the statutory right of withdrawal for consumers is excluded. Returns are not accepted unless expressly agreed in writing.

Article 6 – Liability

- 6.1 OmniTech Robotics is not liable for direct or indirect damages, including but not limited to consequential loss, loss of profits, data, contracts, or replacement costs.
- 6.2 OmniTech Robotics is not liable for signal loss, user error, or operational incidents.
- 6.3 If liability is deemed applicable, OmniTech Robotics total liability shall be limited to the greater of the amount paid by the customer for the product or service, or €1,000.
- 6.4 OmniTech Robotics is not liable for damage due to failure to follow usage or maintenance instructions.
- 6.5 The customer shall fully indemnify OmniTech Robotics for any third-party claims resulting from use of its products.
- 6.6 OmniTech Robotics is not liable for injury, fire, explosions, or incidents resulting from improper charging, transport, or use of LiPo batteries.
- 6.7 Use outside the intended purpose, including modifications or operation in extreme or illegal settings, is the customer's responsibility and voids warranty.
- 6.8 OmniTech Robotics shall not be held liable for any personal injury, physical harm, death, fire, explosion, or property damage caused by the use, charging, transportation, or handling of its products, including but not limited to LiPo batteries, chargers, and power systems. All charging and usage must be conducted in accordance with provided safety instructions. Any failure to follow safety protocols is entirely at the customer's own risk and voids all warranty or claims.
- 6.9 The customer assumes full responsibility for the legal, ethical, and safe operation of all OmniTech Robotics products. OmniTech Robotics shall not be liable for any damages, legal claims, penalties, or consequences arising from the use of its products in criminal, hazardous, or unauthorized activities, including but not limited to trespassing, surveillance, sabotage, espionage, or terrorist acts.
- 6.10 OmniTech Robotics products are designed exclusively for technical inspection and non-critical operational purposes. They are not intended to be used in life-saving operations, surveillance of people, medical diagnostics, security enforcement, or other critical environments. Any use outside the intended scope is at the full responsibility and risk of the customer.

Article 7 – Software & Updates

- 7.1 At the customer's request, software or firmware updates may be provided for a fee.
- 7.2 Updates will only be executed after written confirmation and full payment.
- 7.3 OmniTech Robotics is not obligated to provide updates.
- 7.4 Any modifications made by the customer or third parties are at the customer's own risk.
- 7.5 Compatibility or performance issues resulting from unauthorized changes are not covered.
- 7.6 OmniTech Robotics offers no guarantees regarding future compatibility with hardware/software unless under a separate support contract.

Article 8 – Force Majeure

In case of force majeure, OmniTech Robotics is entitled to suspend or terminate performance of the contract without liability. Events of force majeure include but are not limited to: natural disasters, war, strike, pandemic, cyberattack, transport failure, or government intervention.

Article 9 – Intellectual Property

All intellectual property rights concerning products, documentation, or designs provided by OmniTech Robotics remain the exclusive property of OmniTech Robotics.

Article 10 – Wireless Communication & Regulations

- 10.1 Products may contain wireless modules (e.g. video transmitters). Default settings comply with European standards.
- 10.2 Use outside permitted frequencies, or modification of transmit power, is at the user's risk and responsibility.
- 10.3 OmniTech Robotics is not liable for interference, fines, or damages resulting from regulatory violations.
- 10.4 Transmitting without antenna is prohibited and may cause damage. Such damage is excluded from warranty.

Article 11 – Export Control and Legal Compliance

- 11.1 The customer is solely responsible for compliance with all applicable national and international export control laws, sanctions, and import regulations in their country.
- 11.2 OmniTech Robotics shall not be held liable for any penalties, restrictions, confiscations, or delays resulting from violations of such laws.
- 11.3 The customer confirms that the products will not be used for military purposes or in violation of EU, UN, or US export sanctions.
- 11.4 Any resale or onward shipment to embargoed countries or restricted end-users is prohibited without prior written consent.

Article 12 – Privacy & Data

OmniTech Robotics will only use customer data for order processing and service communication. All data will be handled in accordance with the GDPR and not shared with third parties without consent.

Article 13 – Technical Support

OmniTech Robotics provides basic support during business hours. Extended or custom support services may be subject to additional fees.

Article 14 – Use Restrictions and Resale

Resale or third-party use of products is only permitted with prior written approval by OmniTech Robotics.

Article 15 – Tolerances and Finish

Products delivered by OmniTech Robotics are partially assembled by hand and may contain minor visual imperfections resulting from the 3D printing process or manual assembly. These include, but are not limited to, surface texture variations, small cosmetic marks, or material transitions. Such variations do not affect functionality and shall not be considered defects or grounds for rejection, return, or claim. The customer accepts reasonable tolerances in finish and fit as part of the nature of low-volume technical production.

Article 16 – Delivery Method and Insurance

- 16.1 OmniTech Robotics ships using Palletways for EU. The delivery time slot is arranged between Palletways and the customer after booking. All shipments are insured via Securus during transport. Delays caused by the logistics provider are outside OmniTech Robotics control.
- 16.2 Any visible transport damage must be noted on the carrier's delivery document at the time of receipt and documented with photographs. Hidden damage must be reported in writing to OmniTech Robotics within 48 hours of delivery, accompanied by photographic evidence and product serial numbers. Failure to comply with these requirements may void insurance coverage and release OmniTech Robotics from liability related to transport damage.
- 16.3 If delivery cannot be completed due to customer unavailability or refusal, any re-delivery, storage, or additional handling costs, including storage fees invoiced by the carrier, will be charged to the customer. Risk remains with the customer from the initial delivery attempt.

Article 17 – No Military Use

Products supplied by OmniTech Robotics may not be used for military purposes, surveillance, or dual-use operations without prior written approval.

Article 18 – Export Limitations

It is the customer's responsibility to verify whether import, use, or certification is allowed in their country. OmniTech Robotics is not liable for denied imports or customs seizures.

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Article 19 – Language & Jurisdiction

These general terms are governed by Dutch law. In the event of a dispute, the English version shall prevail. All legal proceedings shall take place in the Netherlands.

Article 20 – Right to Audit or Inspect

OmniTech Robotics reserves the right to audit customer compliance with licensing or use restrictions, if deemed necessary by legal or contractual obligations.

Article 21 – Service Limitations Outside Warranty

OmniTech Robotics may at its sole discretion refuse or limit technical assistance for products no longer covered under warranty or used outside their original intended region.

Article 22 – Termination or Suspension

OmniTech Robotics reserves the right to suspend or terminate fulfillment of any order if the customer fails to comply with these general terms and conditions or applicable regulations.

Article 23 – Severability

If any provision of these terms is deemed invalid or unenforceable, the remainder shall remain in full force and effect.

Article 24 – Modifications to Terms

OmniTech Robotics reserves the right to modify these terms at any time. The version in effect at the time of order shall apply.

Article 25 – Entire Agreement

These general terms and conditions constitute the entire agreement between the parties and supersede all prior oral or written representations.

Article 26 – Certification & Compliance

- 26.1 All OmniTech Robotics products are CE marked based on internal conformity assessment by OmniTech Robotics in accordance with applicable European directives.
 - 26.2 No other third-party certifications (such as FCC, TÜV, UL, or other national/international standards) apply unless explicitly stated in the product documentation.
 - 26.3 The customer is responsible for verifying whether additional certifications or local approvals are required for use or import in their specific country or industry. OmniTech Robotics shall not be held liable for any restrictions or legal consequences arising from the absence of such certifications.
 - 26.4 Provisions on Liability, IP, Confidentiality, Export, and Governing Law shall survive termination or expiration of the agreement.
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Article 27 – Engineering and Custom Solutions

- 27.1 OmniTech Robotics offers custom engineering services, including the design, prototyping, and production of bespoke robotic systems based on client specifications.
 - 27.2 All custom-built solutions are developed in consultation with the customer. The customer remains fully responsible for providing accurate, complete, and technically feasible specifications.
 - 27.3 Any limitations, design constraints, or operational tolerances will be communicated during the development phase. Deviations from expected performance that fall within the agreed tolerances shall not be considered defects or grounds for claims.
 - 27.4 OmniTech Robotics retains the right to determine the technical feasibility of requested solutions. The company is not liable for failing to meet customer expectations that were not documented or technically achievable.
 - 27.5 Engineering projects are billed based on development time, prototyping costs, and production complexity. Advance payment may be required.
 - 27.6 Payment for engineering services, prototypes, development work, tooling, testing or custom solutions shall not be interpreted as a transfer of intellectual property rights, manufacturing rights, source code ownership, exclusive rights or commercial rights unless explicitly agreed in writing.
 - 27.7 OmniTech Robotics reserves the right to market and sell custom-developed solutions as part of its product portfolio unless exclusive rights are agreed in writing.
 - 27.8 All products developed under engineering contracts are excluded from the right of withdrawal and standard warranty coverage. Unless explicitly agreed upon in writing, no guarantees are provided due to the absence of long-term field testing or validation. The customer accepts the product “as is.”
 - 27.9 Engineering hours, prototyping work, and materials are non-refundable under all circumstances, regardless of whether the project is completed or cancelled.
 - 27.10 Custom-engineered products are considered prototypes and are delivered without long-term testing or validation. OmniTech Robotics accepts no liability for damages, injuries, malfunctions, or consequential losses arising from the use of such prototypes, unless explicitly agreed in writing with a separate warranty.
 - 27.11 Force majeure, including supply chain disruptions or unavailability of components, may delay or suspend custom engineering projects without liability for OmniTech Robotics.
 - 27.12 Any change to scope/specifications requires a written Change Order, which may adjust pricing and lead times.
 - 27.13 Acceptance shall occur upon successful completion of a Factory Acceptance Test (FAT) or, if agreed, a Site Acceptance Test (SAT), according to the acceptance criteria specified in the quotation or agreed project scope.
 - 27.14 Upon acceptance, the deliverable shall be deemed delivered and conforming. Any subsequent requests, modifications, or changes will be treated as new work and may be quoted and invoiced separately.
 - 27.15 The customer warrants that all specifications, drawings, and materials provided to OmniTech Robotics do not infringe third-party rights. The customer shall indemnify and hold OmniTech Robotics harmless against any and all claims, damages, or expenses, including reasonable legal costs and attorney's fees, arising from alleged or actual infringement resulting from Customer Materials.
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Article 28 – Confidentiality

- 28.1 OmniTech Robotics shall treat all customer-provided specifications, drawings, or data as confidential and shall not disclose them to third parties without prior consent.
 - 28.2 This confidentiality does not extend to knowledge, designs, or methods independently developed by OmniTech Robotics. The company reserves the right to use its general know-how and engineering expertise in other projects.
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Article 29 – Contamination, Hazardous Environments & Service Eligibility

29.1 Products that have been deployed, operated, stored or exposed to hazardous, contaminated, industrial, asbestos-containing, chemical, biological, radioactive, sewer, confined-space or otherwise potentially dangerous environments may be subject to mandatory contamination assessment prior to inspection, repair, maintenance, modification, refurbishment, upgrade or warranty evaluation.

29.2 The customer is responsible for informing OmniTech Robotics prior to shipment if a product has been used in any environment that may present a health, safety or contamination risk.

29.3 OmniTech Robotics reserves the right to require an independent contamination assessment, including but not limited to asbestos testing, prior to accepting a product for inspection, repair, modification, upgrade, maintenance or warranty evaluation. All costs associated with such assessment, testing, sampling, reporting and certification shall be borne entirely by the customer, regardless of the outcome of the assessment.

29.4 OmniTech Robotics reserves the right to refuse, suspend, postpone or terminate any service, repair, warranty claim, upgrade, modification or technical support request until sufficient evidence has been provided that the product is safe to handle and process.

29.5 If contamination is detected or reasonably suspected, OmniTech Robotics may require professional decontamination by a qualified third party before any work is commenced. All associated costs shall be borne entirely by the customer.

29.6 Any costs related to contamination assessment, laboratory testing, decontamination, transport, storage, disposal, cleaning, handling, personal protective equipment, administrative processing and additional safety measures shall be borne entirely by the customer.

29.7 Any warranty, service, repair or support obligations shall be suspended until the product has been certified safe for handling by an independent qualified party acceptable to OmniTech Robotics.

29.8 OmniTech Robotics shall not be liable for delays, additional costs, project interruptions or failure to perform services resulting from contamination investigations, safety inspections, decontamination procedures or regulatory compliance requirements.

29.9 OmniTech Robotics reserves the right to charge reasonable inspection, handling, storage and administrative fees related to contamination assessments or safety investigations.

29.10 OmniTech Robotics reserves the right to reject, quarantine or return any product that is suspected of containing hazardous substances or presenting a health and safety risk. All resulting costs shall be borne entirely by the customer.