

## **General Terms of Sale and Supply of autonox Robotics GmbH** **- For use only in transactions with independent contractors -**

**I. General 1.** The individually negotiated contractual agreements, our terms of service and our General Terms of Sale and Supply (ALB) apply exclusively to our deliveries. Even if the supply is carried out without reservation, we will not recognise contrary General Terms of Business of the customer or General Terms of Business which deviate from our General Terms of Sale and Supply, unless we have expressly agreed to them in writing. **2.** If our General Terms of Sale and Supply are already known to the customer, then they shall apply in the case of regular business relations or master delivery agreements as well as to all future delivery agreements with the customer, without their being notified again and until such time as our new terms of delivery come into force. The customer will confirm his agreement to our conditions at the latest when he takes delivery of our goods. **3.** All agreements, in particular, ancillary agreements, changes or variations of these terms need, in principle, to be in writing. **4.** Please note that this is a translation of the original text of our German General Terms of Sale and Supply. In the event of any dispute on the interpretation of these General Terms of Sale and Supply the German original text shall be conclusive.

### **II. Advice**

We will give any form of advice, verbally and in writing, to the best of our knowledge and based on our experience. Cost estimates as well as details and information about the suitability and application of our goods, as well as dimensions, weights, diagrams and drawings, are only binding in respect of execution provided this is expressly confirmed by us in writing and they do not exempt the customer from carrying out his own inspections and tests. The customer is responsible for complying with statutory and official provisions when using our products.

**III. Offer, acceptance, offer documents 1.** Our offers are made without obligation, unless stated to the contrary in the order confirmation. They are given free of charge but the costs for producing drawings for special designs shall be borne by the customer if the offer does not result in an order for reasons for which we are not responsible. **2.** We can accept orders within two weeks. An order is only deemed to have been accepted by us when we have confirmed it in writing or we have issued a dispatch advice or invoice. **3.** We reserve rights of ownership and copyright of cost estimates, drawings and all other documents provided by us. They must not be reproduced without our written consent nor disclosed to third parties. If no order is placed, then all the documents must be immediately returned. Documents of the customer may be disclosed to those third parties, to which we intend to assign deliveries and services. **4.** Orders should, in principle, be made in writing; telephone orders will be carried out at the risk of the customer.

### **IV. Technical changes, tests, industrial property rights 1.**

Technical changes, which prove necessary for reasons of production, product care, demands of the legislator or any other reasons, are permitted. If the customer learns of changes, then he must notify us without delay if he considers them to be inadmissible. **2.** For tests, where specific temperatures, times and other measurement or control values are to apply, the corresponding measuring methods must be laid down prior to the start of delivery and acknowledged by both sides. If no specification is given then our measuring methods shall apply. **3.** Orders according to drawings, sketches or other information supplied by us will be executed at the risk of the customer. If we interfere with third party industrial property rights as a result of executing such orders, then the customer indemnifies us against claims by third party holders of rights. Other losses will be borne by the customer. **4.** We are authorised to process data within the meaning of the Federal Data Protection law.

**V. Prices 1.** Pricing will be in Euros. The price list valid at the time the contract is concluded shall apply. The prices are net ex-works, plus turnover tax at the rate applicable on the date of delivery, customs, freight, packaging and insurance costs. The prices apply to the individual order. They are not retrospective and they do not apply to future orders. Additional orders are new orders. **2.** Price changes are permissible if more than six weeks pass between the signing of the contract and the agreed delivery date. Accordingly, if wages, material costs and market cost prices

increase by the time the delivery is completed, then we are entitled to increase the price appropriately in line with the cost increases. The customer is only entitled to cancel if the price increase exceeds the consumer price index recorded by the Federal Statistical Office, Germany, between the time of ordering and delivery, by more than 5%.

**VI. Delivery, force majeure, default 1.** Our order confirmation is definitive with respect to the content and scope of the contract. Part deliveries are permitted provided that this does not result in disadvantages for use. **2.** Unless agreed otherwise, the delivery will

be made ex works. The delivery period starts at the earliest when the order confirmation is dispatched. The start of the delivery period indicated by us presupposes full clarification of all technical questions. Compliance with our delivery obligations pre-supposes the timely and proper discharge of the duties of co-operation by the customer, in particular, the receipt on time of all documents to be supplied by the customer. Otherwise the period will be appropriately extended. The delivery periods quoted by us are approximate periods. Applying due care to the conclusion of identical covering transactions, the delivery period is determined subject to obtaining correct, own supplies on time. **3.** Parts ordered on call, for the production of which we have made covering purchases of the necessary raw materials, must be called forward within 6 months of the order date, unless agreed otherwise. If orders that are already in production are put back, the quantities already in progress will, in any case, be completed and delivery of them shall be accepted. **4.** In the event of actions brought about by labour disputes, in particular strikes and lock-outs and unforeseen obstacles occur as well as existing ones that are outside our influence, e.g. transport disruption and breaks in production, material or energy shortages, restrictions imposed by public authorities or agencies similar to public authorities or any other cases of force majeure, then the delivery period will be extended in line with the duration of such actions and obstacles. This also applies if such events occur in connection with our supplier. The above-mentioned circumstances are not even our responsibility if they occur during a delay that is already present. The beginning and end of such actions and obstacles or the non-availability of the delivery item will be notified immediately to the customer. If the delivery is delayed by such actions and obstacles by more than 3 months, then the parties to the agreement are entitled to cancel the contract. In the case of cancellation, counter-performances already paid will be reimbursed. Further claims by the customer are excluded. **5.** If the customer defaults in receiving the goods, then we are entitled, at our option and having set a reasonable supplementary period, to cancel the contract and claim compensation, as appropriate. The statutory provisions governing the dispensability of setting a time limit and for making further claims, which are due to us by law, are not affected by this. **6.** If dispatch or delivery is delayed at the instigation of the customer, then, subject to verification of a greater loss, we will claim warehouse charges amounting to 1% of the invoice amount for every month started, up to a maximum of 5% of the net amount. The customer reserves the right to demonstrate a lower loss. **7.** If we default on delivery, then – provided he can provide substantive evidence that he has incurred a loss as a result – the customer can demand compensation for each completed week of default amounting to 0.5%, but up to a maximum total of 10% of the price of that part of the supplies, which could not be put to appropriate use because of the default. Both claims for compensation by the customer for delay in delivery and claims for compensation in lieu of performance, which go beyond the limits quoted in this point 7, sentence 1, are excluded in all cases of delayed delivery, even after expiry of a period that we have been set for delivery. This does not apply where there is compulsory liability in cases of intent, gross negligence or because of injury to life, limb or health.

**8.** The customer can only withdraw from the contract under the terms of the statutory provisions, if the delay in delivery is culpable caused by us. Any change in the burden of proof to the detriment of the customer is not linked to the above rule.

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9. At our request, the customer is obliged to state within a reasonable period, whether he is withdrawing from the contract on account of the delay in delivery or if he insists on delivery.

**VII. Passage of risk, transport, packaging, taking back 1.** The point in time when the risk is passed is determined under the International Rules governing the interpretation of trade terms of the International Chamber of Commerce (INCOTERMS 2000), in German, as amended on the day the contract is concluded. If the contract specifies nothing regarding the method of sale, then the delivery item is deemed to have been sold "ex-works" (EXW). The place of performance is our production plant. In the case of sale "ex-works", we undertake to notify the customer in writing of the point in time when the delivery is to be accepted. This message must be given in sufficiently good time, so that the customer can make the necessary normal arrangements. **2.** If dispatch is delayed at the request of the customer or for reasons for which he is responsible, then the risk passes to the customer for the period of the delay. **3.** Provided nothing different has been agreed, we reserve the right in special cases to dispatch deliveries in the interests of the customer, at his risk and expense and to insure them against transport damage at his expense. If the goods are damaged or lost in transit, then a stock check must be immediately carried out and we shall be notified of this. **4.** If no other alternative agreement has been reached, we ourselves will stipulate the type and scope of packaging. Packaging will be chosen with the necessary care to the best of our knowledge. Non-returnable packaging becomes the property of the customer. **5.** Goods delivered by us will not, in principle, be taken back, unless it was demonstrably defective at the time the risk was passed. If we exceptionally declare ourselves willing to do this in a particular case, following prior written agreement, a processing fee of 10% of the net value of the goods plus VAT will be levied. The customer reserves the right to demonstrate a processing cost that is significantly lower. The transport risk and costs will be borne by the customer. Returns may only be handled by carriers commissioned by us. In principle, the cheapest method of dispatch shall be chosen, bearing in mind transport safety.

**VIII. Payment terms 1.** The invoice amount is payable without deduction on the due date. Unless something different has been agreed, the purchase price is payable net within 30 days of the invoice date. Payment has only been made by the due date if we have disposal over the money in the account indicated by us, with value on the due date. Without any further statement by us, the customer is in default 10 days after the due date, unless he has paid. Discounts and rebates will only be granted by special agreement. A deduction of discount on new invoices is excluded, if older due invoices have not yet been paid. **2.** If the purchase price is deferred, if part payments are approved or the payment deadline is exceeded, then, without warning, the customer will be charged normal bank interest, but at least 2% per annum, over the respective base rate in accordance with Section 247 of the German Civil Code plus turnover tax. **3.** We expressly reserve the right to accept bills of exchange or cheques. Bills of exchange and cheques will only be accepted in payment and only count as payment after they have been honoured.

Discount and bill charges are charged to the customer and are payable immediately. The maximum period for bills is 90 days after invoice date. **4.** Waiving Section 366 and Section 367 of the German Civil Code and despite a differently worded provision of the customer, we stipulate which claims are discharged by the customer's payment. To this extent, the customer waives the right to determine how his payments shall be allocated.

**5.** In the event of delayed payment, we can demand default interest amounting to 8 % p.a. over the current base interest rate, according to Section 247 of the German Civil Code, plus turnover tax and are entitled to hold back further deliveries until all due invoices have been settled. The interest is payable immediately. Both we and the customer reserve the right to demonstrate a higher or lower loss.

**6.** If due invoices are not paid or in the case of other circumstances, which suggest a significant deterioration in the financial circumstances of the customer after the contract was concluded, in particular in the case of doubt about the ability to pay or the creditworthiness of the customer, we are entitled to the

rights under Section 321 of the German Civil Code (pleas of uncertainty). In such cases we are also entitled to demand cash in advance or suitable security for the service to be performed by the customer. If the customer is not prepared to pay cash in advance or to provide security, then we are entitled, after a reasonable supplementary period, to cancel these contracts and to demand compensation for non-performance. Furthermore, we are also entitled to make all non- statute barred claims under the current business relationship with the customer, due for immediate payment. Furthermore, the plea of uncertainty will extend to all further goods and services under the business relationship with the customer.

**7.** A right of retention on the part of the customer is excluded, unless it is based on the same legal contractual relationship. **8.** The customer's right of offset is excluded, unless the offset is made against an undisputed or legally proved debt.

**9.** The assignment of claims addressed to us requires our consent.

**IX. Rights under claims for defects, quality, periods of limitation 1.**

The customer's rights under claims for defects and all claims for compensation for our deliveries, services and industrial services assume that the customer has properly discharged his obligations of examination and notifying defects due under Section 377 of the German Commercial Code.

Irrespective of this, an exclusion period of 14 days from receipt of the goods applies to complaints for visible defects.

**2.** The statutory claims under right of recourse by the customer against us, only exist to the extent that the customer has not made any agreement with his customer, which goes beyond the statutory claims for defects.

**3.** If the purchase item has a defect, we must first of all always be given the opportunity to comply subsequently within a reasonable period. We are entitled, at our option, to rectify the defect or supply a replacement. Customers and recipients of our products, services and industrial services are not entitled to comply subsequently, in particular by reworking the item supplied or by having a subsequent delivery made, without our prior written consent. If the subsequent attempt to comply fails, i.e. at least two attempts at reworking have failed or if it is unreasonable for the customer to comply subsequently for other reasons, then the customer – irrespective of any claims for compensation – can withdraw from the contract or reduce the purchase price. Claims by the customer for expenditure required for the purpose of subsequent compliance, in particular transport, travelling, labour and material costs, are excluded if the expenditure increases because the item being delivered has been subsequently transported to a place other than the place of performance; unless the transfer occurs in line with the use as intended.

**4.** The qualities laid down in our performance specification, comprehensively and conclusively specify the characteristics of the delivery item. Public statements, sales talk or advertising on the part of the seller, manufacturer, their agents or third parties, in particular,

General Terms of Sale and Supply of autonox Robotics GmbH, 2010 do not represent a statement of quality in accordance with the contract. Our declarations in connection with this contract, e.g. performance specifications, reference to DIN standards etc., do not imply any giving of a guarantee in cases of doubt. What are definitive are only our express written statements concerning the giving of a guarantee. No guarantee will be given of the quality of the item or that the item will retain a particular quality for a particular period of time, as a result of statements made in product descriptions and product specifications, subject to their being included as indications of quality within the meaning of Section 434 of the German Civil Code.

**5.** There will be no claims for defects in the case of only slight variation from the agreed quality, in the case of only slight impairment of serviceability, where there is natural wear and tear as a result of material quality, in particular of parts that come into contact with workpieces, or in the case of damage, which occurs after the transfer of risk – as a rule as a result of the hand-over or delivery of the item – as a result of improper use or use that is not intended or negligent treatment of our products, faulty installation, excessive stress, unsuitable operating equipment or by virtue of

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particular external influences, which are not presupposed by the contract.

**6.** If our products are not used in accordance with the purpose for which they were intended, in particular if statutory or official regulations are not observed, our user information enclosed with each product is not followed, assembly or commissioning by the customer or third party is performed incorrectly, inadmissible modifications are made to the products, parts replaced or consumables used, which do not comply with the original specifications or our products are not properly maintained, repaired or serviced by the customer or third party, then any claims for this and the resulting damage are excluded.

**7.** If repairs are carried out by us without any legal obligation, e.g. for reasons of generosity, then the customer is only entitled to make claims for defects if this has been expressly agreed. **8.1** The period of prescription for claims and rights on account of defects is one year. The above provisions do not apply if the law according to Section 438 para. 1 No. 2 (structures and items for structures), Section 479 (claims under right of recourse) and Section 634 a para. 1 No. 2 (working on a structure and structure-related planning and supervision services) of the German Civil Code, prescribes longer periods.

**8.2.** The periods of prescription under point 8.1 also apply to any existing claims for compensation against us, in connection with the defect – irrespective of the legal basis of the claim. If there are other claims for compensation against us, our products, services or industrial services, which are not connected with a defect, then they are covered by the period of prescription under point 8.1 sentence 1. **8.3.** The periods of prescription under points 8.1 and 8.2 do not apply in the case of intent, if we have wilfully withheld the defect, have given a guarantee of the quality of the item, in the case of claims for compensation for injury to life, body or health or freedom of a person, in the case of claims under the product liability law, in the case of a grossly negligent breach of duty or in the case of a breach of significant contractual duties.

**9.** Subsequent performance measures, i.e. the delivery of a defect-free item or the removal of defects, do not mean that the period of prescription starts afresh, but merely suspend the period of prescription applicable to the original delivery item for the period of the subsequent performance measure. In cases of doubt, the carrying out of subsequent performance by us does not imply any acknowledgement within the meaning of Section 212 No. 1 of the German Civil Code.

**10.** No change in the burden of proof to the detriment of the customer is associated with the above rules. **11.** Unless expressly agreed to the contrary, the statutory provisions governing the commencement of the period of limitation, the suspension of the running of time, the suspension and restarting of periods are unaffected.

**X. Liability 1.** We are liable in cases of intent or gross negligence on our part or that of our representatives, or vicarious agents, in accordance with statutory provisions. Otherwise we are only liable under the product liability law for injury to the life, body or health of a person or for the culpable breach of significant contractual duties. However the right to compensation for breach of significant contractual duties is limited to the foreseeable damage typical of the contract. Our liability is also limited in cases of gross negligence to the foreseeable damage typical of the contract, provided none of the exceptional cases listed in sentence 2 of this point 1 is present. **2.** If we are not liable for intent or gross negligence or for culpable breach of significant contractual duties or for injury to the life, body or health of a person, or under the product liability law, then our liability in respect of damage caused by the delivery item to goods belonging to the customer, e.g. to other items, lost profit or other pecuniary losses, is excluded. **3.** The rules of points 1 and 2 above extend to compensation in addition to performance and compensation in lieu of performance, for whatever legal reason, in particular for defects, breach of other duties arising out of the obligation or of any tortious act. They also apply to the right to compensation for fruitless expenditure and to our liability for the impossible. **4.** Possible claims for compensation are limited to the extent of our business and product liability insurance amounting to a max. of 1 million Euro. This

limit of liability does not apply in the case of intent, gross negligence, culpable breach of significant contractual duties, in the case of injury to the life, body or health of a person or in the case of liability under the product liability law, as well as in cases where the customer claims compensation by virtue of a guarantee or assurance given by us of the existence of a characteristic, unless the purpose of the quality guarantee only extends to the contractual compliance of the delivery but not to the risk of consequential damages. **5.** The liability to pay damages is excluded if the customer, for his part, has effectively limited his liability towards his customer. The customer will endeavour also to agree liability limits to a legally permissible extent in our favour as well. **6.** If our liability for compensation is excluded or limited, then the same shall also apply to any claims by the customer for culpa in contrahendo, breach of secondary obligations or claims by the customer under manufacturer's liability according to Section 823 of the German Civil Code. If our liability is excluded or limited, then this shall also apply to the personal liability of our staff, employees, colleagues, representatives and vicarious agents. **7.** No change in the burden of proof to the detriment of the customer is associated with the above rules.

**XI. Security rights 1.** We reserve the right of ownership of the delivery items (goods subject to reservation) until all claims that have already arisen at the time of the signing of the contract and all future claims under the existing business relationship with the customer or any business relationship initiated as a result of the contract, have been settled. The reservation of ownership will also remain in force if individual claims by us are incorporated in current invoices and the balance has been struck and acknowledged. Purchase-money claims count as not discharged in spite of having been paid, as long as a bill liability taken on by us in this connection – for example, as part of a cheque / bill process – continues. **2.** If the realisable value of the securities exceeds our claims by more than 20%, then, at the request of the customer, we will release securities to this extent, at our option. **3.** The customer is obliged to keep the goods subject to reservation safe on our behalf, to keep them in a technically perfect condition and perform the necessary maintenance, inspection and repair work in good time at his expense or have such work undertaken. In particular, the customer is obliged, at his own expense, to provide adequate insurance cover at the original value, for the goods subject General Terms of Sale and Supply of autonox Robotics GmbH, 2010 to reservation, against damage from fire, water, storm and house-breaking. Any claims arising shall be assigned to us. **4.** The customer may sell on in the normal course of business, goods supplied under reservation of ownership. If the customer sells goods designated as being under reservation of ownership during the normal course of business, then he will assign from his claim against the third party, the portion which corresponds to the value of the goods supplied by us at the time the order is placed. We accept the assignment. Provided the customer properly meets his payment obligations towards us, he is empowered to collect these claims on our behalf. If the customer defaults, then we are entitled to disclose this assignment to the third party at any time. The customer is obliged to give notice of any covenant not to assign that exists with the third party at the time the order is placed. If the customer does not meet this obligation or if the third party does not approve the agreed assignment, then we are released from the obligation to deliver.

**5.** At our request, the customer undertakes to give a precise list of the claims due to us, quoting name and address of the customers, the level of the individual claims, invoice dates etc., to give us all the information necessary to assert the assigned claim, to allow such information to be checked and to disclose the assignment to the customers.

**6.** The right of the customer to dispose of the goods subject to our reservation of ownership and to collect the debts assigned to us, lapses as soon as he no longer meets his payment obligations from the proceeds received, or suspends payment and/or application is made for insolvency proceedings to be instigated. In these above-mentioned cases and if the customer behaves in any other way that contravenes the contract, we are entitled to take back the goods delivered under reservation of ownership or to distrain them. We

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are authorised to sell them and the proceeds of the sale shall be set against the liabilities of the customer, less reasonable selling costs.

**7.** Even at this stage, the customer declares his agreement, that the persons commissioned with collecting the goods subject to reservation from us may enter, on foot or in a vehicle, the land or buildings on or in which the goods subject to reservation are located in order to collect the goods subject to reservation.

**8.** The customer may neither pledge the delivery items nor transfer ownership of them by way of security nor make other dispositions that jeopardise our rights. In the case of attachments or other interventions by third parties, the customer must notify us immediately in writing and make available to us all information and documents, necessary to protect our rights. The attention of bailiffs or third parties is to be drawn to our property. If a third party is not in a position to refund our court and out-of-court costs, then the customer will be liable for the loss incurred by us, subject to the assertion of additional claims for damage, change or destruction of the item itself.

**9.** If the customer uses the goods delivered by us to produce a new tangible item, then the following additional provisions apply: as far as production is concerned, we count as the manufacturer within the meaning of Section 950 of the German Civil Code and we acquire ownership of the intermediate or end products. The processing or transformation of the goods subject to reservation by the customer will always be undertaken on our behalf. If the goods subject to reservation are processed together with other items, which do not belong to us, then we acquire co-ownership of the new item in the ratio of the value of the goods subject to reservation and the other processed items at the time of processing. If the processing, mixing or blending takes place in such a way that the item belonging to the customer is regarded as the main item, then it is taken as agreed that the customer will transfer to us our portion of co-ownership. The customer will keep safe the sole ownership or co-ownership thus created on our behalf and is only the custodian of the goods manufactured in this way. Otherwise the same applies to the item produced by processing as to the item delivered under reservation. **10.** If the right, in whose domain the delivery item is found, does not permit such a reservation of ownership but allows us to reserve other rights to the delivery items, then we can exercise all rights of this  
General Terms of Sale and Supply of autonox Robotics GmbH 2010 kind. The customer is obliged to assist with measures, which we may like to adopt to protect our right of ownership or another right to the delivery items in its place.

**XII. Secrecy 1.** If the customer comes into contact with business secrets and/or know-how belonging to us during execution of the order, he must maintain secrecy about them and make arrangements to ensure that our protectable interests are not damaged and protectable knowledge is only used in connection with the order or subsequent use of the item itself, which is covered by the order. In particular, the customer bears the burden of proof that the business secrets and/or know-how were already known to him beforehand or were at least obvious to him. **2.** The customer is obliged to treat as a business secret, all commercial and technical details in connection with the order. He is obliged to keep secret the documents and information even after the respective contract has been completed. Duplication is only permitted in line with business requirements and copyright provisions. Disclosure to third parties is only possible with our written consent.

**XIII. Place of performance, legal venue, applicable law. 1.** The place of performance for all obligations arising out of the business relationship or the individual contract, is our production plant and, for payment, is our place of business. **2.** At our option, the legal venue is our place of business or the general legal venue of the customer. This also applies to disputes in connection with proceedings restricted to documentary evidence, bill of exchange or cheque proceedings. **3.** The contractual relationships with the customer are governed exclusively by the law of the Federal Republic of Germany. Application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. **4.** If individual clauses of these General Terms of Sales and Supply are totally or partially invalid, this will

not affect the validity of the remaining clauses or the remaining parts of such clauses. The parties shall replace any invalid provision by one, which comes closest to the commercial purpose of the invalid provision and is also effective.

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