

General Terms and Conditions of Purchase of Robotunits GmbH

1. Scope of application

- 1.1. These General Terms and Conditions of Purchase are considered an integral component of all orders placed by us and all contracts accepted by us for the order/purchase of goods or services. Provisions applicable to orders of goods apply accordingly to orders for services as well. The General Terms and Conditions of Purchase apply to both current and future transactions. If not otherwise expressly agreed in writing, these General Terms and Conditions of Purchase apply. We enter into contracts exclusively on the basis of our General Terms and Conditions of Purchase. The contractual partner hereby agrees that, if they have their own General Terms and Conditions, these will not apply. Instead, only our General Terms and Conditions will apply, even if we do not expressly revoke the General Terms and Conditions of our contractual partner. Any actions on our part to fulfill the contract shall not be considered agreement – not even a tacit agreement – with any contractual conditions that deviate from our General Terms and Conditions of Purchase.
- 1.2. Unless otherwise expressly agreed in writing, any offers and cost estimates provided to us shall be binding and free of charge. If not otherwise agreed in writing, offers shall be valid for one year. The contract shall come into force upon acceptance/confirmation by us. Services owed to us may only be fulfilled by third parties if we agree to this in writing.
- 1.3. We will not accept order confirmations that deviate from our order. These will be considered invalid.
- 1.4. If our contractual partner does not provide their services or deliver their goods in a timely fashion, we are entitled to withdraw from the contract and request reimbursement of any additional costs/expenses incurred by us, and additional costs we bear for replacement purchases. We reserve the right to assert further claims.

2. Delivery/service

- 2.1. Agreed delivery deadlines/service deadlines are fixed deadlines and must be complied with exactly. We cannot grant any extensions. Our continued interest in receiving the goods/services is bound to compliance with the delivery deadline. If the contractual partner does not comply with the delivery/service deadline, we have the right to withdraw from the contract without granting an extension. Any costs/expenses we incur in this context, as well as additional costs for replacement purchases, shall be reimbursed by the contractual partner – regardless of their culpability.
- 2.2. All deliveries/services shall be made free of charge to our company headquarters in Dornbirn. Once our contractual partner is aware that it will not be able to fulfill the agreed delivery or service deadlines, they must inform us of this promptly and in writing, along with the reasons and projected length of the delay.
- 2.3. Our contractual partner is responsible for transportation damages. This does not apply if we pick up goods in our own vehicles, as long as the goods are packaged properly and professionally by our contractual partner.
- 2.4. We shall accept no responsibility or liability for reusable packaging, transportation racks, packaging containers, etc. delivered to us by the contractual partner.
- 2.5. All deliveries/services are considered accepted by us once the scope of the contract has been fulfilled in full, and once we submit a signed acceptance declaration.
- 2.6. If our contractual partner works in our company facilities in order to carry out the order, they are obligated to observe all statutory and official safety regulations while doing so.

3. Documents / trade and company secrets

All documents/information, etc. we provide are considered to contain trade and company secrets. This also applies to all information/expertise or documents the contractual partner obtains in conjunction with carrying out the order. Our contractual partner undertakes to treat such trade and company secrets as confidential, and not to disclose them to third parties without our express written approval.

We reserve all intellectual property rights to which we are entitled, in particular all patent, registered model, design, copyright, name and company rights, as well as all other rights to know-how and intellectual property. Plans, sketches and other technical documents, as well as prototypes, catalogs, brochures, images, software and the like shall remain our intellectual property. Any use, duplication, distribution, publication or presentation of such materials shall require our express prior written consent. In addition, our offers – and all other documents provided by us – must be treated as confidential and are intended only for internal use by our contractual partner. Disclosing technical and personal information to third parties shall require our express written consent.

4. Export licenses/customs/import regulations

If the offered goods were subject to customs duties when exported from the EU due to their type or origin, then this must be expressly noted in the offer. Otherwise, our contractual partner shall be liable for all additional costs incurred in the course of delivering the goods to us, and costs for the sale or delivery of goods to our customers in countries other than Austria. If the contractual partner violates this obligation, we are entitled to withdraw from the contract.

5. Warranty/guarantee/defects

- 5.1. Our contractual partner guarantees that its delivered goods/services have a level of quality/execution that fulfills European statutory regulations and that they represent state of the art technology and meet all relevant standards.

If our order is based on a prototype or planning document or description we provide, our contractual partner guarantees that the delivery/service shall conform to the provided prototype/plan/description in full.

- 5.2. Our contractual partner guarantees that the goods/services shall be free from any third party rights.

- 5.3. The parties expressly agree that we are not obligated to inspect the goods/services in accordance with the provisions of the Austrian Commercial Code (Unternehmensgesetzbuch - UGB) or submit notice of defects. Therefore, company notification obligations are expressly waived, in particular Sections 377, 378 UGB. Our contractual partner, therefore, shall not submit any objections that goods/services have not been inspected in a timely fashion and that notification defects has not been submitted promptly.

If, however, we are obligated to inspect goods/services contrary to the paragraph above, we agree that notification of defects must be submitted within 6 months after handover to be considered timely. If we use the goods/services, the 6-month term shall begin from the time we begin to use the goods/services; if they are installed or used by our customers, it shall begin from the time when the customer installs and uses the good/services.

- 5.4. If we find that the ordered goods/services do not conform to the order, or that they have defects or damages, we are entitled to either declare our withdrawal from the contract (transformation) or to request rectification of the defects, a replacement delivery and/or a price reduction at our discretion. Any associated costs and expenses shall be borne by our contractual partner. We are also entitled to correct any defects ourselves or have them corrected by third parties. Any costs we incur shall be borne by our contractual partner.

If our customers become aware of the defects/damages, the parties agree that the seller shall also be liable for such damages/expenses. Upon request by us, our contractual partner is obligated to immediately correct the defects, or to remove/convert defective delivered goods.

If our contractual partner does not fulfill their warranty obligations despite a request to do so and a notice period provided by us, we are entitled to replace or repair damaged parts at the cost of our contractual partner, or to have the damages incurred / defects corrected at the cost of our contractual partner.

- 5.5. The parties expressly agree that our contractual partner shall reimburse any costs resulting from defects and any costs for installation and removal if there are defects, regardless of culpability.
- 5.6. Our contractual partner shall be liable for all direct or indirect damages caused by the contractual partner to our own or third party objects, services or personnel, even if these damages were caused by third parties acting on their behalf.
- 5.7. The parties hereby agree to a warranty term of 3 years.
- 5.8. The warranty term shall begin when we confirm proper acceptance of the goods/services in writing.

6. Claims for damages

In general, all claims for damages by the contractual partner against us are excluded, unless we are guilty of gross negligence or intentional malfeasance. The contractual partner must prove that we are guilty of gross negligence or malfeasance. Furthermore, our general liability to pay damages shall be limited to EUR 50,000.00.

7. Retention of ownership/non-assignment clause

- 7.1. Any retention of ownership declared to us is excluded.
- 7.2. Our contractual partner may not assign any claims towards us to third parties without our written approval.

8. Payment conditions

- 8.1. Our payments are considered prompt if made within 60 days of our confirmation that goods/services have been properly handed over.
- 8.2. In general, the parties agree to a 3% discount for early payments.
- 8.3. No default interest above the applicable Euribor interest rate shall apply if we fall into default of payment.

9. Cancellations

We are entitled to cancel the order if our contractual partner's economic circumstances become significantly worse after the order is issued; in particular if enforcement measures are enacted against them. The same applies if bankruptcy proceedings are opened against our contractual partner or if such proceedings are dismissed due to a lack of funds.

10. Place of fulfillment

The place of fulfillment for all deliveries/services shall be our stipulated receiving office; if we do not specify another receiving office, this shall be our company headquarters at A-6850 Dornbirn.

11. Place of jurisdiction, applicable law, place of fulfillment

- 11.1. The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the Austrian court with local and material responsibility for 6850 Dornbirn.
- 11.2. The contractual parties hereby agree that Austrian law shall apply, in particular to all disputes arising directly or indirectly from the contractual relationship, and to all mutual legal relationships. Any references or referrals to other legal ordinances are excluded. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall expressly not apply.
- 11.3. The place of fulfillment for deliveries and payments shall be our headquarters in A-6850 Dornbirn, unless otherwise agreed.

12. Other Provisions

- 12.1. All references to statutory regulations shall include new versions or new wording for these regulations, regardless of whether these are issued after or before the date on which this contract was signed.
- 12.2. If a provision of these General Terms and Conditions of Purchase is or becomes invalid or unenforceable in whole or in part, this shall not affect the validity or enforceability of the other provisions. The invalid or unenforceable provision shall be replaced by a valid or enforceable provision with a meaning and purpose that comes as close as possible to that of the invalid or unenforceable provision. If there are any gaps, the parties agree to a provision with the meaning or purpose of what the parties would have reasonably agreed had they been aware of the gap in advance.
- 12.3. If there are any contradictions or ambiguities between different language versions of the contract, the German-language version shall be considered authoritative.

Robotunits GmbH, 12.02.2020