

GENERAL TERMS AND CONDITIONS ROBOTEC SOLUTIONS AG

PREAMBLE

1. The general terms and conditions apply if the parties expressly or tacitly acknowledge them. Changes are only effective if confirmed in writing by the supplier.

MEANS OF COMMUNICATION

2. The parties shall communicate with each other orally, in writing or by electronic data exchange.
3. The written form shall include letters, protocols, drawings, plans, fax, email and other forms of transmission that allow for proof by means of text or image. Signature means that a handwritten signature or a correspondingly qualified electronic signature is required.

DATA PROTECTION

4. in connection with the provision of services and / or sale of products for the customer Robotec Solutions AG may at any time in compliance with applicable data protection standards personal data itself, obtain from third parties, store, process and disclose to third parties.
5. If permitted by law, or if Robotec Solutions AG has overriding interests, or if the customer has given his consent, Robotec Solutions AG may process the collected personal data for the following purposes:
 - a) to verify prerequisites for the conclusion of a contract;
 - b) to fulfill contractual obligations to the customer;
 - c) to maintain, develop and preserve the customer relationship;
 - d) to individualize services or provide personalized content e.g. by means of research regarding demographics, usage behavior and user interests;
 - e) for address validation;
 - f) to prevent unlawful use of services (in particular to prevent fraud at the conclusion of the contract and during the term of the contract);
 - g) for invoicing, for collection purposes and for credit rating and creditworthiness checks;
 - h) for advertising, design and further development of Robotec Solutions AG products;
6. Robotec Solutions AG may engage third parties in Switzerland and abroad for data processing. Robotec Solutions AG may use third parties in Switzerland and abroad for data processing. If the customer purchases services of third parties from Robotec Solutions AG, Robotec Solutions AG may pass on to the third party for processing those customer data which the third party requires for the fulfillment of the contractual obligations towards the customer. If Robotec Solutions AG uses the services of third parties from Switzerland or abroad, these third parties are contractually obligated to comply with the necessary measures according to the valid data protection law. Further information regarding the use of personal data can be found in the privacy policy at <https://www.robotec-ag.com/datenschutz>.

CONTRACT CONCLUSION

7. The contract shall be concluded upon receipt of the supplier's written confirmation stating acceptance of the order (order confirmation). Offers that do not specify a deadline for acceptance shall be non-binding.

SCOPE OF SUPPLY AND SERVICES, EXECUTION

8. The scope and execution of the supplies or services shall be determined by the order confirmation or, in the absence thereof, by the supplier's offer.
9. Scope and execution not expressly warranted therein, namely unconfirmed specifications or estimated performance data, documentation, programming, customising, installation, commissioning, training and application support, shall not form part of the agreed supplies or services.

CHANGES

10. Changes to the order confirmation shall be permissible provided that the supplies or services fulfill the same functions/purpose. However, the supplier is not obliged to make such changes, not even to supplies or services that have already been manufactured or delivered.
11. Change requests are to be submitted to the supplier in writing and provide a detailed description of the desired change.
12. Changes to the order confirmation shall be applied subject to a fee.

CONTRACT PRICES

13. Unless otherwise agreed, all prices are net, ex works, without packaging, in freely available Swiss francs, without any deductions.
14. All ancillary costs such as freight and insurance, as well as the cost of export, transit, import and other permits and certificates shall be borne by the customer. Likewise, the customer shall bear responsibility for any taxes, duties, fees, customs and the like, as well as for any associated administrative costs charged in connection with the contract or its fulfillment.
15. An appropriate price adjustment may be made if the delivery period is changed by the customer, if the nature or scope of the agreed supplies or services changes, or if laws, regulations, interpretation principles or application principles change.

CONDITIONS

16. Payments shall be made by the customer, in accordance with the agreed terms of payment, at the supplier's domicile in due time and without deduction of discounts, expenses, taxes, customs, fees, duties and the like.
17. Unless otherwise agreed, the following shall apply:
 - a) Delivery:
Loose, EXW supplier (INCOTERMS 2020)
 - b) Payment terms:
50% After receipt of the order confirmation
30 days strictly net, without advance payment guarantee
50% after preliminary acceptance in CH-Seon / at the latest 30 days after notification by the supplier that the goods are ready for dispatch
30 days strictly net
18. In the event of late payment, the supplier may set a reasonable grace period and, if the customer has not paid the full amount due within this period, cancel the contract and demand the return of the supplies or services.
19. The payment dates shall also be observed if transport, delivery, assembly, commissioning or acceptance of the supplies or services is delayed or rendered impossible for reasons for which the supplier is not responsible, or if minor parts are missing or if a rework proves necessary which does not render the use of the supplies impossible.

RESERVATION OF PROPRIETARY RIGHTS

20. The delivery item shall remain the property of the supplier until payment has been made in full, including payment for assembling the goods, provided that such reservation of proprietary rights is effective, to the extent required by the applicable law. At the supplier's request, the customer shall fully assist the supplier in their efforts to protect the supplier's proprietary right to the delivery item in the relevant country.

DATES

21. Only dates confirmed in writing shall be binding. Such dates shall be extended accordingly,
 - a) if the supplier does not receive the information required for the execution in time or if the customer subsequently changes it;
 - b) if the customer is behind schedule with the work to be carried out by them or there is a delay in the fulfillment of their contractual obligations and, in particular, if they fail to comply with the terms of payment;
 - c) If hindrances arise outside of the supplier's sphere of responsibility, such as natural events, mobilisation, war, riots, epidemics, accidents and illness, significant operational disruptions, labour disputes, late or defective deliveries, as well as official measures.
22. The supplier may make partial deliveries.
23. The customer shall have no rights or claims owing to delays in deliveries or services.

ORDER CANCELLATION

24. In the event of order cancellation, the supplier shall be held harmless.

WARRANTY

25. The warranty shall cover a period of 12 months or 4 000 operational hours, whichever occurs first. Parts subject to regular wear and tear shall be excluded.
26. Unless otherwise contractually agreed, it shall commence after commissioning or, at the latest, 30 days after delivery.
27. The warranty shall expire prematurely if the customer or a third party carries out modifications or repairs or if, in the event of a defect, the customer does not immediately take all appropriate measures to mitigate the damage and does not give the supplier the opportunity to remedy the defect.

DOCUMENTATION

28. The customer shall be entitled to one copy of the user documentation in the supplier's customary style. Additional copies may be invoiced separately by the supplier.
29. Deviations in the documentation, namely in descriptions and illustrations, shall be permissible provided that the documentation fulfils its purpose.

PLANS AND TECHNICAL DOCUMENTS

30. Brochures and catalogues shall not be binding unless otherwise agreed. Specifications in technical documents shall only be binding if they are expressly agreed.
31. Each contracting party shall reserve all rights to plans and technical documents which they have surrendered to the other party. The receiving party shall acknowledge these rights and will not completely or partially make documentation available to third parties, in whole or in part, without the prior written authorisation of the other contracting party, or use them for any purpose other than for which they were surrendered to them.

SAMPLE PARTS

32. Any sample material required for the design, adaptation and commissioning of the delivery item or product, as well as existing standard regulations, must be made available to the supplier free of charge and carriage-free. If this material is no longer required, it will always be returned to the customer at the customer's expense.

PROPER USE

33. The customer shall be responsible for the proper use of the supplies or services, as well as for the combination with other products, in particular with IT or electrical equipment and systems. In doing so, the customer is to exercise the necessary care and observe all of the manufacturer's and supplier's instructions.
34. The customer shall be obliged to pass on in the appropriate form, all information in relation to the security of users.

TRANSFER OF RISK

35. The risk of loss or damage to the deliverables shall pass to the customer, in accordance with the agreed trade clauses, which are to be interpreted in accordance with the INCOTERMS 2020 that was in force at the time of the contract conclusion.

CUSTOMER'S DUTY TO INFORM

36. The customer shall inform the supplier in good time of any special technical requirements and about statutory, official and any other regulations at the place of destination, insofar as they are relevant.

PREPARATORY WORK AND WORKING CONDITIONS AT THE ASSEMBLY SITE

37. The customer shall make available in good time all equipment and ensure conditions necessary for the assembly of the delivery item and for the proper use of the product.
38. The customer is to ensure that the following conditions are met:
- The supplier's personnel shall have the opportunity to start work in accordance with the agreed schedule and to work during normal working hours. The work may be performed outside of the normal working hours to the extent deemed necessary by the supplier and provided that the customer has been informed thereof within a reasonable period of time.
 - Prior to commencement of the assembly, the customer shall draw the supplier's attention to all relevant safety regulations applicable at the assembly site. The assembly is not to be carried out in an unsanitary or dangerous environment.

All necessary safety and protection measures are to be taken before the start of assembly and maintained during assembly.
 - The customer shall provide the supplier with all necessary cranes free of charge and on time at the assembly site, as well as lifting equipment and means of transportation within the assembly site, additional tools, machines, materials and operating supplies (including petrol fuels, oils, grease and other materials, gas, water, electricity, steam, compressed air, heating, light, etc.) as well as the customer's measuring and testing devices provided at the site. The supplier shall inform the customer, prior to commencement of assembly, which cranes, lifting equipment, measuring and testing devices as well as means of transportation they require within the assembly site.
 - In order to protect the delivery item, the product tools and equipment necessary for the assembly, as well as the personal property of the supplier's personnel against theft and deterioration, the customer shall provide the supplier with the necessary storage facilities, free of charge.
 - The access routes to the assembly site must be suitable for the necessary transport of the delivery item, parts or equipment.

ACCEPTANCE

39. Unless a special acceptance procedure has been agreed, the customer shall inspect all deliveries or services themselves.
40. Immediately upon receipt, the customer shall check the delivered products in regard to identity, quantity, transport damage and accompanying documents. As soon as possible, the customer shall also check the deliveries or services for other defects.
41. Deliveries or services are deemed to have been accepted if a notice of defects is not received within 30 days of delivery, or if deliveries or services are used commercially for more than 20 working days.
42. The customer is to report any defects in writing immediately, as soon as they have been discovered.
43. In respect of minor defects, in particular those that do not significantly impair the functionality of the deliveries or services, the customer may not decline acceptance nor refuse to sign the acceptance protocol. Such defects are to be rectified immediately by the supplier.

SECURITY

44. Neither party shall disclose to any third party any information from the other's business which is neither generally accessible nor generally known and shall make every effort to prevent third parties from accessing this information.

Notwithstanding, each party may continue to use the knowledge it acquires in the course of its business activities.
45. The parties shall also impose this obligation of confidentiality on their employees, workers and agents.

EXPORT CONTROL

46. The customer acknowledges that the supplies may be subject to Swiss and/or foreign legal provisions and regulations on export control and may not be sold, leased or otherwise transferred or used for any purpose other than the agreed purpose without an export or re-export permit issued by the competent authority. The customer shall undertake to comply with such provisions and regulations. They acknowledge that these may change and are applicable to the contract in the wording valid at the time.

SOFTWARE AND EXPERTISE

47. The customer may use the provided software, work results, knowledge, data carriers and documentation within the framework of the existing licence conditions. In the absence of such, and if the purpose of the transfer does not indicate the scope of the rights of use, the customer and its customers shall only have the right to use the software with the corresponding products, however, not for their own disposal, distribution, reproduction, extension or modification.
48. The ownership and the right to further use shall remain with the supplier or its licensors, even if the customer subsequently modifies the computer programs, work results or specialist knowledge records.
49. The customer shall take the necessary measures to protect computer programs, work results and documentation from unauthorised access or misuse.
50. The customer may make necessary backup copies. The customer is to label these accordingly and store them separately and securely.

DEFECTS

51. The supplier ensures that they will exercise due care and that their supplies and services will satisfy the warranted characteristics.

Furthermore, the supplier shall be held liable for suitability to the extent that they were informed in writing by the customer about the use prior to contract conclusion.
52. Excluded from the liability, and for which the supplier shall not be held responsible, shall be faults and malfunctions such as natural wear and tear, force majeure, improper handling, intervention by the customer or third parties, excessive use, unsuitable equipment, malfunctions caused by other machines and systems, unstable power supplies, special climatic conditions or unusual environmental influences.
53. The customer may not assert any claims owing to a minor defect. Defects are deemed minor particularly if they do not impair the use of the supplies or services.
54. In the case of major defects, the customer shall grant the supplier a reasonable period of grace to remedy the defect (rectification or replacement). The supplier shall remedy the defects at their discretion either on their premises or those of the customer, in which case, the supplier must be granted free access for this purpose. The costs for disassembly and assembly, transportation, packaging, travel and accommodation shall be borne by the customer. Such defective parts that have been replaced shall become the property of the supplier.
55. The warranty period shall not be interrupted with acknowledgement or rectification of a defect.
56. Failure to remedy the defect shall entitle the customer to an appropriate price reduction. They may only terminate the contract if acceptance of the deliveries or services is unreasonable.

57. If the supplier is demonstrably responsible for the defect, the customer shall be entitled to compensation for the actual damage, notwithstanding rectification of defects, price reduction or termination of the contract, but not for more than twenty percent of the value of the defective delivery. Compensation for lost profit and other financial losses shall be totally excluded.

EXCLUSION OF FURTHER LIABILITY OF THE SUPPLIER

58. All cases of breach of contract and their legal consequences as well as all claims of the customer, irrespective of the legal basis on which they are made, are conclusively regulated in these conditions.

In the event of a claim by the customer arising from or in connection with the contract or its improper fulfilment the total amount of the said claim shall be limited to the price paid by the customer.

On the other hand, any claims for damages, reduction, cancellation of the contract or withdrawal from the contract that have not been expressly stated, shall be excluded. The customer shall not be entitled to claim compensation for damage not caused to the delivered goods themselves, such as loss of production, loss of use, loss of orders, recall costs, lost profit and other direct or indirect damage. Liability for compensation for claims by third parties asserted against the customer for infringement of intellectual property rights shall also be excluded.

59. This exclusion of further liability on the part of the supplier shall not apply to unlawful intent or gross negligence by the supplier, however, shall apply to auxiliary persons.

FORCE MAJEURE

60. Either party shall be entitled to suspend performance of its obligations under the contract to the extent that such performance is rendered impossible or unreasonably difficult by the following circumstances: labour disputes and all circumstances independent of the party's will, such as fire, armed conflicts, war, general mobilisation, insurrection, requisition, confiscation, embargo, restrictions on energy consumption and incorrect or delayed deliveries by subcontractors due to the circumstances listed in this clause. If a circumstance listed in this clause occurs prior to contract conclusion, it shall only entitle the supplier to suspend performance of contractual obligations to the extent that its effects on the performance of the contract could not be foreseen at the time of contract conclusion.

61. The party invoking force majeure shall notify the other party immediately and in writing of the occurrence and end of such circumstances. If force majeure prevents the customer from fulfilling their contractual obligations, they shall compensate the supplier for costs incurred in securing and protecting the product.

SAFETY REGULATIONS

62. Protective measures which are deemed necessary due to the individual disposition of the customer after inspection by safety and testing bodies cannot be covered by the supplier at the offer stage and are therefore not included in the supplier's contract prices. The implementation of additional protective measures that may also be deemed necessary shall be agreed separately and remunerated by the customer.

APPLICABLE LAW AND PLACE OF JURISDICTION

63. The legal relationship shall be governed by Swiss substantive law.

64. The place of jurisdiction is Aarau.