

General Terms of Sale of Robotunits GmbH

1. Scope of application

- 1.1. These General Terms of Sale (hereinafter also referred to as the “GTS”) are considered an integral component of any offer made by us and any order submitted to us, as well as of any order and any contract that comes about following the acceptance of said orders, both in current and in future business relationships.
These GTS shall apply between us and our contractual partner, unless we have expressly agreed to waive our GTS in writing. We enter into contracts exclusively on the basis of our GTS.
- 1.2. Our contractual partner agrees that, if they have their own General Terms and Conditions, they must observe our conditions if there are any contradictions or ambiguities, even if we do not object to the conditions of our contractual partner. Any actions we take to fulfill the contract shall not be considered agreement to any contractual conditions that deviate from our own.
- 1.3. These GTS are primarily designed to apply to legal transactions between companies in the sense of Sections 1 to 3 UGB (Austrian Commercial Code). If deliveries are made to consumers in the sense of Sec. 1 KSchG (Consumer Protection Act), these conditions shall apply unless they violate the provisions of the law.
- 1.4. Provisions applicable to deliveries of goods shall also apply accordingly to services.

2. Conclusion of Contract

- 2.1. Our offers and sales documents are non-binding. They shall not be considered an assurance or warranty of any kind.
- 2.2. Contracts shall only be considered legal and valid with our written order confirmation. Our order confirmation may be submitted by letter, fax, telegram or e-mail. If any changes are requested after the order is confirmed, we reserve the right to adjust our prices and delivery terms.
- 2.3. If the specific required properties are not described, we will deliver products with a customary level of quality. Dimensions and analytic information provided is considered approximate, and we may deviate from it slightly. If the characteristics of goods sold under a certain name are changed (for instance for later models), we are entitled to deliver the changed product.
- 2.4. Our contractual partner shall expressly waive its right to object to the contract due to an error.

3. Delivery

- 3.1. The delivery terms indicated in the written order confirmation are approximate and non-binding. We may deliver either before or after any delivery deadlines that are agreed orally.
Our deliveries are conditional on our receipt of correct and prompt deliveries from our suppliers and manufacturers. If we exceed an agreed delivery deadline by more than two months, our contractual partner may send a registered letter providing a grace period of a further two months, then may withdraw from the contract if this term passes without a delivery. If we fall into default or do not fulfill our obligations, we will only be liable for any damages resulting from the default or non-fulfillment if the default was caused by gross negligence or malfeasance. Our contractual partner may only assert claims for damages due to non-fulfillment, even after providing a grace period and threatening to reject the delivery, if the delay was due at least to gross negligence. In all cases, our contractual partner must prove that we are guilty of malfeasance or gross negligence. Furthermore, any default interest to be paid by us shall be limited to a maximum of 5 % of the agreed sale price /wages.

- 3.2. If there are delays during the offer phase to clarify technical details, the delivery deadlines shall be extended accordingly, as well as any delayed partial payments, if we are not responsible for the delay. This also applies to delays caused by force majeure or other circumstances for which we are not responsible. Any contractual penalties stipulated in an individual case may only automatically be applied after the new delivery deadline.
- 3.3. If there are delivery delays due to force majeure or other circumstances for which we are not responsible, we are entitled to make up the delivery after the obstacle preventing it is removed. However, both parties may withdraw from the contract in whole or in part if one of the events indicated above results in a delivery delay or more than three months beyond the agreed term. Further claims are excluded.
- 3.4. We are entitled to provide partial and advance deliveries. Our contractual partner is obligated to accept the partial deliveries, which may be invoiced separately.
- 3.5. Agreed delivery deadlines shall be considered complied with if goods have left the warehouse by the agreed delivery deadline, or have been handed over to the freight company, or if we have reported to our contractual partner that we are ready to ship the goods, with verification.
- 3.6. Unless otherwise expressly agreed, the purchaser shall bear the cost and risk of transporting the deliveries.
- 3.7. If we carry out assembly services, our contractual partner must ensure that assembly can take place on business days while business operations have been shut down. If this is not possible, any additional costs incurred, for instance because work is performed on weekends, must also be paid by our contractual partner.

4. Prices

- 4.1. The agreed prices are ex works for all countries and do not include customs duties, but do include standard commercial packaging. Prices do not include assembly, training or other auxiliary services.
- 4.2. Prices are provided in euros and are net prices, without any applicable VAT, unless otherwise expressly agreed.
- 4.3. The small quantity surcharge for invoices below EUR 250.00 is EUR 15.00, unless otherwise regulated in our agreements.
- 4.4. If the sales prices include public duties that increase after the contract is concluded but before the purchase price is paid, we are entitled to pass on said increases to our contractual partner.
- 4.5. Goods may only be returned or taken back by separate agreement, and a maximum of 70 % of the value of the goods shall be credited.
- 4.6. By confirming the order, our contractual partner confirms that they are solvent and have a good credit standing. If we have legitimate doubts or concerns regarding the partner's solvency or credit rating – even at a later time – we may make fulfillment of all contracts dependent on advance payment or sufficient security payments.
- 4.7. If our contractual partner falls into default with a payment or partial payment, we may request fulfillment and claims for damages due to late fulfillment, and may withdraw from the contract after providing an appropriate grace period.
- 4.8. Our contractual partner is not entitled to offset counter-claims of any kind against our own claims.

5. Packaging

- 5.1. Unless otherwise agreed, the prices provided shall include packaging.
- 5.2. Packaging shall be standard commercial packaging, in order to avoid damages to goods on the way to the stipulated delivery location under normal transportation conditions.
- 5.3. We will not accept returned packaging; however, if we agree to do so, the purchaser shall bear related costs.

6. Transfer of risk

We are entitled to choose how goods are shipped and to choose the means of transportation. Goods shall be shipped from our headquarters, at the risk of our contractual partner. Upon handover of ordered goods to the initial transportation company, the risk shall be transferred to our contractual partner. If we accept the transportation costs, this shall have no influence on the transfer of risk. If the shipment or handover are delayed for reasons for which we are not responsible, the risk shall be transferred to our contractual partner on the date on which we are ready to ship the goods. We are only obligated to conclude an insurance policy if this has been expressly agreed in writing.

7. Payment and default of payment

- 7.1. Payments must be made in accordance with the agreed payment terms. Unless other payment deadlines have been agreed in writing, invoiced amounts shall be due for payment immediately and without deductions. Any deductions shall be charged back to the partner.
- 7.2. Our contractual partner is not entitled to reserve payment due to warranty claims or due to other counter-claims that we have not recognized or that have not been stipulated by a court of law.
- 7.3. If the contractual partner exceeds the agreed payment deadline, they shall fall into default of payment without requiring any separate warning notice.
- 7.4. If the partner falls into default of payment, then they shall be charged dunning and collection expenses as well as interest at a rate of 9 % APR of the banking discount rate of the Austrian National Bank, conditional on the assertion of further rights and claims for damages.
- 7.5. All payments by our contractual partner shall always be used to pay its oldest liabilities first. Incoming payments shall first be used to pay expenses and costs of all kinds, then interest, and finally the primary claim. Any other dedications and provisions of our contractual partner shall be invalid.
- 7.6. Payments shall be considered made once the claimed amount is credited to our account. The same applies to any checks cashed, bills of exchange or bank collection orders. Checks shall be accepted only in lieu of fulfillment for reimbursement of discount and collection rates.

8. Retention of Ownership

- 8.1. Our deliveries are always subject to a retention of ownership.
- 8.2. The object of purchase shall remain our property until all of our contractual partner's payment obligations have been paid in full. Our contractual partner shall fulfill the formal regulations necessary to fulfill the retention of ownership. In case of a seizure or any other claims made against the goods, our contractual partner is required to assert our retention of ownership and to inform us promptly of the measures. Our contractual partner is not entitled to pledge the reserved goods before the transfer of ownership without our written approval, or to provide them as a security, process, convert or sell them.
- 8.3. If our contractual partner falls into default in whole or in part with one or more payments, if they stop making payments, or if a motion is filed to open bankruptcy proceedings against their assets, then they may no longer dispose of the reserved goods. In this case, we are entitled to withdraw from the contract, to take back the reserved goods to use them in another manner, and/or to revoke our contractual partner's entitlement to collect receivables related to the sale of said goods.
We can request information on the recipients of the reserved goods. Our contractual partner shall insure the reserved goods sufficiently for the duration of the retention of ownership against loss or damage, and shall allow us to inspect the insurance policy upon request.

9. Warranty

- 9.1. Our warranty obligation shall only apply to defects that occur in compliance with the provided operating conditions and in the course of normal use. They shall, in particular, not apply to defects caused by improper set-up by the contractual partner or its agents, improper maintenance or repairs that have not been completed professionally or that have been completed without the written consent of the seller, or to modifications by anyone other than the seller or its agents, or to defects caused by normal wear and tear.
- 9.2. The warranty period shall be 2 years. If a complaint is submitted regarding a legitimate defect and it is corrected by us, the warranty term shall only be extended for the repaired or exchanged part. In case of partial deliveries, the warranty term shall begin when the part is handed over.
- 9.3. Our contractual partner is obligated to inspect goods delivered to them directly upon receipt, and to submit prompt notification of defects. The notification of defects must be submitted at most 8 days after acceptance of the goods. We must be notified in writing of other defects that cannot be discovered within this time, even following a careful inspection, promptly after they are discovered, and at the latest within six months of the delivery. Otherwise, our contractual partner may not assert any warranty claims, claims for damages or any other claims. If the notification of defects is legitimate, we may fulfill the warranty claim by correcting the defect, rework, replacing any missing objects, reducing the cost, exchanging the defective goods for non-defective goods or taking back the goods at our own discretion, and may credit the purchase price. Our warranty obligation shall be limited for products not manufactured by us to assigning warranty claims to the respective manufacturer. Further claims by our contractual partner are excluded – unless the partner is a consumer in the sense of the KSchG.
- 9.4. The warranty does not include correcting problems related to operating the contractual goods along with other equipment or products that we have not provided, and if we have not expressly assured in writing that such equipment or products are compatible with the contractual goods.
- 9.5. Before asserting warranty claims, our contractual partner is obligated to allow us to inspect objects about which complaints have been made, either at our facility or at that of our contractual partner, at our discretion. If the contractual partner does not inspect the goods, we will be free of our warranty obligations.
- 9.6. If we complete rework on the goods, we will own removed components after they are removed. If we provide replacement deliveries, we will own the equipment and/or components to be exchanged when the contractual partner receives the exchanged equipment or components.
- 9.7. Notifications of incorrect quantities and visible damage must be submitted to us when the goods are accepted and must be submitted to the freight company promptly - at most within 24 hours - in writing. Exact information on the damages or missing goods must be provided. Complaints that are submitted late cannot be considered.
- 9.8. If we return the defective goods or parts for rework or replacement, our contractual partner shall accept the costs and risk of the transportation. The reworked or replaced goods or parts may be returned to the contractual partner at the cost and risk of our contractual partner.

10. Liability

- 10.1. The parties expressly agree that we are only liable to our contractual partner for all claims for damages, warranty claims or claims of any kind, including damages resulting from defects, damages caused by delay, etc. in cases of gross negligence or malfeasance. Our contractual partner must prove that we are guilty of gross negligence or malfeasance (reversal of the burden of proof). Furthermore, our liability for all damages shall be limited to a total of EUR 50,000.00. Reimbursement of indirect damages (subsequent damages, lost profits, production shutdowns, reimbursement of damages not caused to the contractual goods themselves but caused rather by their use, because they are unusable, or caused in some other manner) are excluded.

- 10.2. All claims for damages, warranty claims or claims on any basis against us must otherwise be asserted within six months.
- 10.3. The exclusion and limitation of liability also include claims against our employees, representatives, and fulfillment and purchasing agents.

11. Plans and documents

All documents/information provided by us, etc. shall be considered trade and company secrets, and must be treated as strictly confidential by our contractual partners. 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.

12. Third party rights

Our contractual partner is obligated to inform us in writing of any third party claims made due to violations of protected commercial rights or of copyright, and to facilitate any necessary legal or technical preventative measures, in particular modifying or exchanging the delivered goods.

13. Confidentiality and data protection

- 13.1. The contractual parties shall treat any trade or company secrets they receive from the other contractual party in the course of the business relationship as confidential, even after the end of the business relationship.
- 13.2. The contractual partners shall observe data protection provisions when using any personal data they receive from the other partner in the course of the business relationship.

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

- 14.1. The place of fulfillment for both contractual parties shall be our company headquarters in 6850 Dornbirn/Austria, unless otherwise agreed in writing.
- 14.2. The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship between the parties shall be the Austrian court with local and material responsibility for 6850 Dornbirn.
- 14.3. 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.
- 14.4. The place of fulfillment for payments shall be the headquarters of the seller, even if goods are handed over at another location.

15. Legal succession

- 15.1. Transfers of the purchaser's rights and obligations under this contract shall require our written approval.

16. Other Provisions

- 16.1. 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.



- 16.2. If a provision of these GTS 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.
- 16.3. If there are any contradictions or ambiguities between different language versions of the contract, the German-language version shall be considered authoritative.

Robotunits GmbH, 01.06.2021