

## General Conditions of Sale and Delivery of SAS Automation Robotergreifsysteme GmbH

- General:** Our offers, order acceptances, deliveries and services shall be based exclusively on these General Conditions. Other terms and conditions shall only be valid if we have confirmed them in writing. Our conditions shall be deemed to have been accepted at the latest when our goods or services are taken delivery of. The respective latest version of said conditions shall form part of the contract for similar future commercial transactions.
- Offers:** Unless expressly otherwise stated, all elements of offers shall be without engagement. Unless they are expressly stated as being binding, documents such as images, drawings and details on weights and dimensions that form part of the offer shall only be approximate. We reserve legal title and the copyright to cost estimates, drawings and other offer documents. They may only be made accessible to third parties with our consent.
- Conclusion of the contract / scope of delivery / withdrawal:** Our written order acceptance shall be authoritative as regards conclusion of the contract and the scope of delivery. The order acceptance may also be sent with the invoice. In order to be valid, any subsidiary agreements and amendments shall require our written confirmation. Even if they occur after the order has been placed and accepted, any increases in materials, prices and wages, including price increases by our suppliers, shall entitle us to invoice the resulting increase in costs if the goods are delivered four months after the date of conclusion of the contract – i.e. after receipt by the customer of the written order acceptance – or if the agreed service is to be provided after said four-month period. We shall be entitled to deliver on a c.o.d. basis, to demand advance payment or to withdraw from the contract if the customer's economic situation or financial circumstances subsequently deteriorate to such an extent that completion of the contract can no longer be reasonably expected.
- Prices and payment / mark-up for small-volume purchases:** Prices shall be subject to change without notice. They shall be for the respective volumes offered/accepted and shall be exclusive of value added tax, for delivery ex works, excluding packaging, dispatch and insurance costs. We shall charge the prices valid on the delivery day. We shall be entitled to invoice the customer for the costs of test parts, samples and tools that are needed to manufacture test and series-production parts. Irrespective of the date on which the goods are received, our invoices shall be payable net without any deductions within 30 days of the invoice date or with a 2% cash discount within 14 days of the invoice date. If the customer is in default with payment of our justified claims, we may postpone fulfillment of our own obligation until the overdue payments have been effected. The customer may only set off against claims that are undisputed by us or that are legally enforceable. If the period of payment is exceeded we shall be entitled to charge default interest from the due date based on the customary overdraft interest rate. Unless the customer gives specific instructions, payments shall in each case be set off against the oldest outstanding invoice. A cash discount shall only be granted if there are no overdue invoices awaiting payment. Payment shall only be deemed to have been effected when we are able to dispose of the amount. All costs connected with collection shall be borne by the customer. We reserve the right to apply a mark-up of EUR 10.00 per order for small-volume purchase orders with a net value of less than EUR 25.00. No cash discounts can be granted for such orders.
- Design changes:** The supplier reserves the right to make design changes at any time; it shall not, however, be obliged to make such changes to products that have already been delivered.
- Delivery period:** Unless expressly otherwise agreed in writing, the deadlines and periods specified by us shall not be binding. The period for deliveries or services shall commence when the order acceptance is dispatched, but not before agreement has been reached on the order and all points of relevance to the contract. Compliance with the delivery period shall also be subject to the supplier receiving on time all documents and parts that are to be provided by the customer and also compliance with all other obligations and agreed payment terms. The delivery period shall be extended accordingly if these prerequisites are not met. The date of delivery shall be the day on which the goods are dispatched or are notified as ready for dispatch. Part shipments and performance by successive instalments shall be permitted. The delivery period shall be extended accordingly in the event of measures involving industrial disputes, including in particular strikes and lockouts, and in the event of unforeseen circumstances such as fire, floods, extreme weather conditions, accidents, intervention by the authorities, shortages of materials, delays in deliveries or other cases of blameless inability to perform on our part or on the part of one of our subcontractors. We shall not be responsible for the circumstances described above even if they occur during a delay that has already arisen. Except in cases of intent or gross negligence we shall not be liable for any direct or indirect consequential losses resulting from non-delivery.
- Transfer of risk:** Risk shall pass to the customer at the latest when the delivery parts are dispatched, even if part shipments are effected or if the supplier has assumed other services such as dispatch costs or delivery and installation. Following a request by the customer the supplier shall, at the customer's expense, insure the consignment against theft, damage by breakage, transport damage, fire damage and water damage, as well against other insurable risks. If dispatch is delayed due to circumstances for which the customer is responsible then risk shall transfer on the day on which the goods are ready for dispatch; however, the supplier shall be obliged to arrange, at the customer's expense, any insurance that is requested by the customer. Notwithstanding the rights under No. 9 below, the customer must accept delivery of items that have been delivered, even if they display minor defects. Transport damage shall not affect the claim to the contract price.
- Reservation of ownership:** The goods supplied by us shall remain our property until fulfilment – and in the case of payment by cheque until irrevocable honouring – of all of our claims, irrespective of their legal basis. Any processing or transformation shall in all cases be carried out for us as manufacturers, but without any obligation on our part.
- Liability for delivery defects:** All details relating to the item to be delivered/the service to be provided that are supplied by us in our catalogues, brochures and price lists shall only constitute descriptions, labellings and reference values. Properties shall only be deemed assured and industry-standard deviations shall only be deemed excluded if this is expressly agreed in each individual case. Minor, insignificant changes vis-à-vis catalogues, samples or previously delivered goods shall not constitute defects. The customer shall be obliged to inspect the goods immediately after delivery and to notify any defects in writing immediately, but at the latest within 8 days. Complaints in respect of hidden defects must be notified in writing immediately, but at the latest within 8 days of discovery, and a detailed description of the defect must be provided. In accordance with statutory provisions, claims of the customer in respect of redhibitory defects involving new parts shall become time-barred two years after delivery of the item purchased, and at the end of the first year if the purchaser is a public legal entity, a special fund under public law or an entrepreneur who was acting in a commercial or self-employed professional capacity when he concluded the purchase contract. Even in the case of business enterprises, any claims of the customer in respect of redhibitory defects involving second-hand parts shall become time-barred one year after delivery of the item purchased. This shall not affect more far-reaching claims in the event of malicious silence with regard to a defect or the assumption of a guarantee in respect of a property. Defects shall be dealt with as follows: The customer may only assert claims for rectification of defects with the supplier. Where claims are notified verbally, the customer must be handed written confirmation of receipt of such notification. If the goods exhibit defects within the meaning of § 434 of the German Civil Code [BGB], the supplier shall supply a replacement or rectify the defect. A defect may be rectified more than once. If the third attempt at rectification fails the customer shall have statutory warranty entitlements. Parts that have been replaced shall become the property of the supplier. For parts installed as part of the process to rectify a defect, the customer may assert claims for defects under the purchase contract until expiry of the period of limitation for the item purchased. We shall not assume any warranty or any liability for defects in respect of defects and damage to items delivered by us where such defects and damage occur after the transfer of risk and are caused by, for example, unsuitable or improper use, incorrect assembly or commissioning by the customer or a third party, excessive loading, natural wear and tear, incorrect or negligent handling, unsuitable operating resources, chemical, electrochemical or electrical influences, unless these are a prerequisite under the contract and are attributable to fault on the part of the supplier. We shall not be liable for claims for damages that have not occurred on the actual delivery items – e.g. claims for reimbursement of costs and lost profits due to production outages ("consequential damages") – unless grossly negligent or intentional fault can be proven against us.
- Liability for subsidiary obligations / other claims for damages:** If, on the basis of statutory provisions, the supplier is in accordance with this provision liable for damage that was caused due to slight negligence then the supplier's liability shall be limited as follows: liability shall only apply in the event of an infringement of material contractual obligations and it shall be limited to damage that was foreseeable at the time the contract was concluded. This restriction shall not apply in cases of death, physical injury or injury to health. If the damage is covered by an insurance policy that the supplier has taken out for such an incidence of damage (excluding fixed-sum insurance), then the seller shall be liable for any associated disadvantages suffered by the purchaser such as higher insurance premiums or detrimental interest rates until settlement of the claim by the insurance company. No liability shall be assumed for slightly negligent damages caused by a defect in the item purchased. Irrespective of blame on the part of the supplier, this shall not affect any liability of the supplier that involves malicious silence in respect of a defect, that derives from the assumption of a guarantee or of a purchasing risk or that is based on the German Product Liability Act [Produkthaftungsgesetz]. The supplier shall also be responsible for impossibility of delivery that occurs accidentally during default, unless the damage would also have occurred if the goods had been delivered on time. Any personal liability of the supplier's legal representatives, vicarious agents and employees shall be excluded in the event of damage caused by them as a result of slight negligence. This clause on liability shall also apply to verbal and written advice given by us as well as to tests and other activities. In particular, the customer shall not be exempt from itself verifying suitability for the intended use.
- Saving clause:** If one or more provisions of these Conditions of Sale and Delivery are or become legally invalid this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced as soon as possible by another provision that approximates as closely as possible to the economic intent of the legally invalid provision.
- Place of jurisdiction:** These Conditions of Sale and Delivery shall be governed exclusively by the laws of the Federal Republic of Germany. In the event of any dispute arising under a contractual relationship where the customer is a fully qualified merchant, a public legal entity or a special fund under public law, an action must be brought at the court with jurisdiction for our registered office or for the branch office effecting the delivery. We shall also be entitled to bring an action at the customer's registered office.