

General Conditions of Sale of Robotunits GmbH

1. Scope

- 1.1. These General Terms and Conditions shall be an integral part of every offer we submit and of every order we receive and of every contract concluded based on the acceptance of such order, both in any current or future business relationship. Unless expressly otherwise agreed upon, these General Terms and Conditions shall apply to any business transaction between our company and a contractual counterparty. Any conclusion of contract shall be exclusively based on our General Terms and Conditions.
- 1.2. The contractual counterparty agrees that our General Terms and Conditions shall apply in any case, even if the contractual counterparty based any order on its own General Terms and Conditions and we did not contradict. In this context, any activities on our part in connection with the fulfilment of contract shall not be deemed to be our consent to any contractual conditions deviating from our General Terms and Conditions.
- 1.3. These General Terms and Conditions are primarily intended to apply to legal transactions concluded between entrepreneurs as defined by sections 1 to 3 of the Austrian Companies Act (UGB). To the extent deliveries are made to consumers as defined by section 1 of the Consumer Protection Act (KSchG), these General Terms and Conditions shall apply to the extent they do not conflict with the mandatory provisions of the Consumer Protection Act.
- 1.4. The provisions relating to the supply of goods shall apply mutatis mutandis to the supply of services.

2. Conclusion of contract

- 2.1. No contract shall be deemed concluded with legal effect unless the order was confirmed in writing. Such order confirmation may be sent via letter, fax, telegram or e-mail. In case of any change request made after the order confirmation, we reserve the right to adapt the prices and terms of delivery accordingly.
- 2.2. Our offers and sales documents are subject to confirmation and without engagement. They shall not be deemed to be an undertaking or warranty of any kind.
- 2.3. We shall always deliver products of merchantable quality unless more specific characteristics are expressly requested. The stated measurements and analyses are approximate values and the actual values might be slightly higher or lower. Should the characteristics of products sold under a specific description change, e.g. in case of successor models, we shall be entitled to deliver such changed product.
- 2.4. The contractual counterparty shall expressly waive its right to avoid the contract on the grounds of error.
- 2.5. Unless otherwise agreed upon, any offers or cost estimates sent to us shall be binding and free of charge.

3. Delivery

- 3.1. The delivery periods stated in the written order confirmation shall be approximate dates and shall be non-binding. In case of orally announced delivery dates, the actual delivery may be effected at an earlier or later time. Delivery shall be subject to correct and punctual delivery by our suppliers and manufacturers. Should any agreed delivery date be exceeded by a period of more than two months, the contractual counterparty shall be entitled to set a grace period of another two months by registered mail. Should such grace period lapse without results, the contractual counterparty shall be entitled to rescind the contract. In case of any delay, our liability for any damage incurred due to such delay shall be restricted to cases caused intentionally or by gross negligence. The contractual counterparty shall not be entitled to demand damages for non-performance even in case a grace period with a warning of refusal was set, unless the delay was at least due to gross negligence. In addition, the maximum amount of any default damages payable by us shall be limited to 5 % of the agreed upon purchase price / compensation for work.

- 3.2. In case of any delay during the offer process due to the fact that there are technical details still to be clarified as well as in case of delayed payment of partial payments due, the date of delivery shall be postponed accordingly unless such delay was attributable to our sphere of responsibility. The same shall apply to any delay due to force majeure or any other circumstances not attributable to our sphere of responsibility. In such cases, any penalties for default contractually agreed upon in the individual case shall only apply as of the newly agreed upon date of delivery.
- 3.3. In case of any delay in delivery due to force majeure or any other circumstances not attributable to our sphere of responsibility, we shall be entitled to effect such delivery as soon as such circumstances cease to apply. However, each of the parties to the contract shall be entitled to rescind the contract in whole or in part if one of the above-mentioned occurrences causes a delay in delivery by which the originally agreed upon date of delivery is exceeded by more than three months. Further claims shall be excluded.
- 3.4. We shall be entitled to effect partial deliveries and/or early deliveries. The contractual counterparty shall be obliged to accept such partial deliveries and we shall be entitled to invoice each of such partial deliveries individually.
- 3.5. Agreed upon delivery dates shall be deemed complied with if the goods left the warehouse or were handed over to the carrier as of the agreed delivery date or if we are able to prove that the contractual counterparty was informed that the goods were ready for dispatch as of the agreed delivery date.
- 3.6. Unless otherwise mutually and expressly agreed upon, the transport costs and risks for any delivery shall be borne by the purchaser.

4. Prices

- 4.1. The agreed prices shall apply to all countries, ex works, duty unpaid, including customary standard packaging but excluding assembly, training or other ancillary services.
- 4.2. The prices are stated net, in euros, and plus any applicable VAT.
- 4.3. The additional charge for small amounts applicable to invoice values lower than EUR 250.00 shall be EUR 15.00 unless otherwise provided for in our agreements.
- 4.4. If the sales prices contain public dues and if such public dues are increased after conclusion of the contract but before payment of the purchase price, we shall be entitled to pass on such increase to the contractual counterparty.
- 4.5. Any return of goods shall be subject to a separate agreement and a maximum of 70 % of the value of the goods shall be credited.
- 4.6. With the placement of its order, the contractual counterparty shall confirm its solvency and creditworthiness. Should there be reasonable doubts or concerns regarding its solvency or creditworthiness now or at any later time, we shall be entitled to subject the performance of any contract to a prepayment or to the provision of sufficient security.
- 4.7. In case of any delay in (partial) payment, we shall be entitled to demand performance and damages for delayed performance and we shall be entitled to set a reasonable grace period and – should such grace period lapse without results – we shall be entitled to rescind the contract.
- 4.8. The contractual counterparty shall not be entitled to set off its counterclaims against our claims on it.

5. Packaging

- 5.1. Unless otherwise agreed upon, packaging shall be included in the prices stated.
- 5.2. Packaging shall be according to custom and usage and sufficient to protect the goods from any damage which might incur during transport under normal transport conditions to the de-termined place of destination.
- 5.3. Packaging may not be returned unless expressly otherwise agreed upon, in which case the purchaser shall bear the related costs.

6. Transfer of risk

We shall be entitled to choose the method of shipment and the means of transport. As a general rule, shipment shall be ex our seat at the contractual counterparty's risk. The risk shall be transferred to the contractual counterparty when the ordered goods are handed over to the first carrier. In case we agree to pay the transport costs, this shall not affect the transfer of risk in any case. In case of delay in shipment or handover which is not attributable to our sphere of responsibility, the risk shall be transferred to the contractual counterparty as of the date the goods are ready for dispatch. We shall not be obliged to take out any insurance unless otherwise expressly agreed upon in writing.

7. Payment and delay in payment

- 7.1. Payments must be effected in accordance with the agreed payment conditions. Unless otherwise agreed upon in writing, the invoice amount shall become due immediately and without any discounts. Any discounts made despite this provision shall be re-charged.
- 7.2. The contractual counterparty shall not be entitled to withhold payments due to warranty claims or any other counterclaims unless such claims were either accepted by us or recognised by declaratory judgement.
- 7.3. In case the agreed upon payment date is exceeded, the contractual counterparty shall be automatically deemed to be in default of payment. No separate reminder shall be required.
- 7.4. In case of any delay in payment, dunning and collection costs as well as interest amounting to 9 % above the relevant discount rate of the Austrian National Bank shall become due. We re-serve the right to assert further rights or claims for damages.
- 7.5. All payments made by the contractual counterparty shall be applied to the oldest accounts receivable. Payments received shall be first applied to costs and expenses of all kinds, then to interest due and only then to the principal amount. Any conflicting determinations by the contractual counterparty shall be ineffective.
- 7.6. Payment shall be deemed effected as soon as the amount is credited to our account. The same shall apply to cheques, bills of exchange or bank collection orders. Cheques shall only be accepted on account of performance and against reimbursement of any discount and collection expenses incurred.

8. Retention of title

- 8.1. All deliveries shall be subject to retention of title.
- 8.2. The purchased item shall remain our property until full payment of all obligations of the contractual counterparty. The contractual counterparty must comply with all formal requirements necessary to secure the retention of title. In case of any attachment or other claims, the contractual counterparty shall be obliged to assert our title and to inform us immediately. Before the passing of title, the contractual counterparty shall not be entitled to hypothecate, to pledge by way of security, to process or to remodel the goods subject to retention of title. If the goods subject to retention of title are resold in the ordinary course of business, the contractual counterparty shall assign to us as security for our claims any resulting claims it may have toward the buyer. We hereby accept such assignment.
- 8.3. Should the contractual counterparty be in arrears with one or more payments in whole or in part, cease to make payments or in case an application for the institution of insolvency proceedings against the contractual counterparty's assets has been filed, the contractual counterparty shall not be entitled to dispose of the goods subject to retention of title anymore. In such case, we shall be entitled to rescind the contract or to take back the goods subject to retention of title in order to put them to other uses or to cancel the contractual counterparty's entitlement to collect the receivables from the resale of such goods. We shall be entitled to demand information about the recipient of the goods subject to retention of title, to inform such recipient of the assignment of the claim and to collect such receivables. For as long as the goods remain subject to retention of title, the contractual counterparty shall sufficiently insure the goods subject to retention of title against loss or damage and we shall be entitled to inspect the insurance policy upon request.

9. Warranty

- 9.1. Our warranty obligation shall only extend to defects incurring despite compliance with the stipulated operating conditions and proper use of the product. Any defects resulting from improper installation by the contractual counterparty or its agents, from improper maintenance, from any repairs or changes effected by a third party that is neither the seller nor one of its agents in a non-professional manner or without the seller's written consent, or from normal wear and tear, shall expressly be excluded from our warranty obligation.
- 9.2. If the purchaser is a consumer as defined in the Consumer Protection Act (KSchG), the warranty period shall be 2 years, otherwise it shall be 6 months. Improvements or improvement attempts shall not lead to an extension or interruption of such warranty period. Should the warranty period be extended in any individual case, such extension shall only cover the relevant repaired part. For partial deliveries, the warranty period shall commence upon delivery of the relevant part.
- 9.3. The contractual counterparty shall be obliged to inspect the delivered goods immediately upon receipt and to notify us in writing of any defects without delay. The notification of defects must be made 8 days after receipt of the goods at the latest. Notification of other defects, which cannot be detected during careful inspection within such period, must be made in writing immediately after detection thereof, however, not later than 6 months after delivery. Otherwise, the contractual counterparty shall not be entitled to assert any warranty claims, claims for damages or any other claims. If the notification of defects is justified, we shall be entitled, in our discretion, to fulfil the warranty claims by rectification of defects, subsequent improvement, additional delivery of missing items, price reduction, exchange of the defective goods for fault-less ones or by taking back the defective goods and issuing a credit note for the purchase price. For products manufactured by a third party, our warranty obligation shall be restricted to the assignment of the warranty claims we have vis-à-vis the relevant manufacturer. Any other claims by the seller shall be excluded unless the seller is a consumer as defined in the Consumer Protection Act (KSchG).
- 9.4. The remedy of problems resulting from the operation of the contractual products in combination with other devices or products not manufactured by us and the compatibility of which with the contractual products was not expressly guaranteed in writing shall not be covered by the warranty obligation.
- 9.5. Before any warranty claims are asserted, the contractual counterparty shall be obliged to allow the seller to inspect the item complained about, either in our premises or in the premises of the contractual counterparty, at the seller's discretion. In case the contractual counterparty refuses to allow such inspection, we shall be free from any warranty obligations.
- 9.6. In case of subsequent improvement, any removed components shall become our property upon the time of removal. In case of a replacement delivery, the devices and/or components to be exchanged shall become our property upon receipt of the replacement device or replacement components at the contractual counterparty's premises.
- 9.7. The contractual counterparty shall be obliged to notify both our company and the carrier in writing and immediately, however, not later than within 24 hours upon receipt of the goods, of any variations in quantity and any visible damage, including an exact description of the damage incurred and/or of the missing goods. Notifications made at a later time shall not be taken into consideration.
- 9.8. In case defective goods or parts are returned to us for subsequent improvement or replacement, the contractual counterparty shall bear the transport risk and expenses. The improved or replaced goods or parts shall be returned to the contractual counterparty at the latter's risk and expenses.

10. Liability

- 10.1. The parties expressly agree that we are not liable to pay damages to the contractual counterparty for personal injuries and any damage to goods that are not included in the subject matter of the contract. In particular, we shall not be liable for loss of data, loss of profit or any other pecuniary damage the contractual counterparty may suffer.

- 10.2. If we violate a material contractual obligation or if we fail to comply with any warranted characteristics given in writing or if we become liable to pay damages for any other reason, such liability shall be restricted to an amount corresponding to the scope of our general manufacturer's liability insurance, but to a maximum amount of EUR 50,000.00.
- 10.3. Any other rights and claims the contractual counterparty may have against us from any defect or damage of the contractual products shall be excluded, irrespective of the legal reason. This shall also apply to indirect damage (consequential damage, lost profit, including any damage not incurred to the contractual product itself but to other devices, things or persons due to the use or uselessness of the contractual product or in any other manner). Claims based on any violation of collateral duties, in particular consultation and information obligations, including any fault at the conclusion of contract shall also be excluded. The same shall apply to any claims from tortious acts.
- 10.4. The above exclusions of liability shall not apply if intent or gross negligence are imputable to us.
- 10.5. As a general rule, any claims for damages (in particular due to any defect subject to our warranty obligation as well as due to consequential damage caused by a defect and any other damage incurring in connection with the contract or its performance) asserted by the contractual counterparty shall be excluded unless such claims are based on the fact that we acted intentionally or with gross negligence. The contractual counterparty must prove that we acted intentionally or with gross negligence.
- 10.6. Claims for damages shall become statute-barred six months after notification of the respective damage and of the injuring party but in any case 3 years after the respective delivery or service was effected.

11. Drawings and documents

Drawings, sketches and other technical documents as well as samples, catalogues, leaflets, illustrations and the like shall remain our intellectual property at all times. Any utilization, copies, distribution, publication and presentation shall be subject to our express written prior consent. Our offers as well as any other documents we provided must be treated with strict confidence and must only be used internally. The disclosure of technical and price information to any third party shall be subject to our express written consent.

12. Rights of third parties

The contractual counterparty shall be obliged to inform us immediately and in writing of any claims asserted by any third party based on an infringement of an industrial property right or copyright and to support any required legal and technical defences, in particular the change or exchange of delivered goods.

13. Confidentiality and data protection

- 13.1. The contractual parties shall treat confidentially any business and trade secrets of the respective other party which were disclosed in connection with the business relationship. This obligation shall survive the termination of the business relationship.
- 13.2. When using the personal data obtained in connection with the business relationship, the contractual parties shall observe the provisions of the Data Protection Act.

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

- 14.1. Place of performance for both contractual parties shall be our seat in 6850 Dornbirn, Austria.
- 14.2. Exclusive jurisdiction, for all disputes arising directly or indirectly from the mutual contractual relationship between the parties, shall be settled by the factually and locally competent Austrian court for 6850 Dornbirn.

- 14.3. The contractual parties agree that Austrian law shall apply, in particular to any disputes arising directly or indirectly from the contractual relationship as well as for their entire mutual legal relationship. References back and forward to other legal systems shall be excluded. The application of the United Nations Convention on Contracts for the International Sale of Goods (UN Sales Convention) shall be expressly excluded.
- 14.4. The place of performance for deliveries and payments shall be the seat of the seller even in cases where the goods are handed over at any other place.
- 14.5. Should individual provisions of this contract be or become ineffective, this shall not affect the effectiveness of the remaining provisions.

15. Legal succession

- 15.1. Any transfer of the purchaser's rights and obligations resulting from the contract shall be subject to our written consent.

16. Miscellaneous

- 16.1. Any reference to statutory provisions shall include any amendments or revision of such provisions, irrespective of whether they are made before or after the date of execution of this contract.
- 16.2. Should any provision of these General Terms and Conditions be or become ineffective or unenforceable in whole or in part, this shall not affect the effectiveness or enforceability of the other provisions of these General Terms and Conditions. Such ineffective or unenforceable provision shall be deemed replaced by an effective or enforceable provision which comes as close as possible to the meaning and purpose of such ineffective or unenforceable provision. In case of any gap, a provision shall be deemed agreed upon which would have been reasonably agreed upon in accordance with the meaning and purpose of these General Terms and Conditions had the parties been aware of such gap.
- 16.3. In case of any conflicts or uncertainties between any translations hereof, the German version shall prevail.

Robotunits GmbH, 01.09.2018