

## General Terms and Conditions of Purchase of iNDAT Robotics GmbH

### Section 1 General – Scope

- (1) Our Terms and Conditions of Purchase apply exclusively; we reject any terms and conditions of the supplier contrary to or deviating from our Terms and Conditions of Purchase, unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Purchase shall apply even if we accept the supplier's delivery without reservation with knowledge of terms and conditions of the supplier contrary to or deviating from our Terms and Conditions of Purchase. We herewith expressly object to any deviating terms and conditions of our contract partner. This objection also applies against any priority declared by the contract partner of its general terms and conditions, particularly terms and conditions of sale or of delivery. This objection also applies if the contract partner has given these a particular form.
- (2) All agreements which are made between the supplier and us for the purpose of executing this contract shall be set down in writing in this contract.
- (3) Our Terms and Conditions of Purchase apply only vis-à-vis entrepreneurs pursuant to Section 301 paragraph 1 of the German Civil Code (*BGB*) and vis-à-vis public law entities.
- (4) These Terms and Conditions of Purchase apply to all business transactions between the supplier and us, even if they are no longer explicitly mentioned in subsequent contracts.

- (5) These Terms and Conditions of Purchase apply to all contracts between the supplier and us concerning the purchase of materials, objects, products, details, software and to all related services (goods) as well as to all contracts for the performance of work by the supplier.

### Section 2 Offers – Offer Documents – Orders

- (1) An order shall be considered placed only if drawn up by us in writing or, in the case of verbal or telephone orders, confirmed by us in writing, unless otherwise agreed on a case-by-case basis. Our orders must be confirmed by the supplier in writing without undue delay. If we do not receive this confirmation of the order within 3 days of receipt of the order, our order shall be deemed accepted unchanged. In this regard, Section 362 of the German Commercial Code (*HGB*) is considered expressly agreed between the parties. In its offer the supplier must exactly adhere to the inquiry and expressly point out any deviations in writing. Quantity and quality deviations from the text and content of our order and subsequent amendments to the contract shall be deemed agreed only when we have expressly confirmed them in writing. Additional deliveries and/or performances that go beyond the contractually agreed scope may be executed by the supplier only after the conclusion of a corresponding prior contract addendum (order by us and corresponding acceptance by the supplier or supplementary offer by the supplier and acceptance by us).

- (2) We shall retain title to and copyrights in illustrations, drawings, calculations, plans, models and other documents; these may not be made available to third parties without our express written consent. They are to be used exclusively for the production on the basis of our order; on completion of the order they must be automatically returned to us. They must be kept secret from third parties; the provision of Section 9 paragraph (6) additionally applies in this regard. It is not permitted to make copies or duplicates without our written consent.
- (3) Assertion of a right of retention by the supplier with regard to our claim for return of the documents referred to in paragraph 2 is excluded unless the supplier's counterclaim is uncontested, has been recognized by us or confirmed by a declaratory court judgment.

### **Section 3 Prices - Payment Terms**

- (1) The price shown in the order shall be binding. This will be a fixed lump-sum price, also in case of contracts for delivery by instalments and contracts for work and services, that includes all expenses necessary for effecting the performance. Unless otherwise agreed in writing, the price shall include free delivery, inclusive of packaging, customs, insurance and freight. The return of packaging requires a special agreement.
- (2) Statutory value-added tax shall be included in the price if this accrues and the order does not stipulate otherwise.
- (1) We can only process invoices if they – as stipulated in our order – indicate the order number shown in our order; the supplier is responsible for all consequences resulting from non-compliance with this obligation unless it proves that it is not responsible for these. Unless otherwise agreed in writing, we shall pay the purchase price within 14 days of delivery and receipt of the invoice or, in case of contracts for work and services, of completion of the work performance and

receipt of the invoice at a 3 % discount or within 60 days of receipt of invoice without any deduction.

- (2) Delays caused by incorrect or incomplete invoices shall not adversely affect the discount period. Payments on account are permitted and due only against provision of an open-ended, absolute contract performance guarantee amounting to 10 % of the total net order value. If we do not yet acquire ownership of the delivered parts underlying the claim for a payment on account, an advance payment guarantee in the amount of the requested payment on account shall be a further prerequisite for a payment on account.
- (3) We shall have the rights of set-off and of retention to the extent provided by law.
- (4) If the supplier culpably exceeds the period or date for the delivery or for producing the work ready for acceptance, it will be obligated to pay to us for each calendar day of the exceeding of the period or date caused by it or of the default a contractual penalty amounting to 0.3 % of the agreed net price or net compensation for the work, but up to maximum of 5 % of the net price/net compensation for the work in total. We reserve the right to assert claims for a contractual penalty and to offset such claims against claims of the supplier until the final payment. Claims for damages exceeding the claim for a contractual penalty remain unaffected. However, the contractual penalty shall be offset against such damage claims.
- (5) If delivery dates or delivery periods are postponed due to justified claims of the supplier for an extension or these are rescheduled by mutual consent, the above contractual penalty clause shall continue the new dates with no need for a new special agreement in respect of the contractual penalty clause.

- (6) In the absence of an agreement regarding a delivery time, the supplier will be in default if it does not adhere to the delivery time that is reasonable and usual in the circumstances.
- (7) The supplier is entitled to effect part deliveries or part performances only with our prior written consent. We are entitled to refuse to accept goods delivered prior to the agreed date or, if we do accept these, to charge a reasonable storage fee, unless otherwise expressly agreed. Deliveries by the supplier may be made only on business days, Monday to Friday, between 8am and 4pm, on Fridays merely between 8am and 12pm.
- (8) The ownership of the goods or work performances shall pass to us without reservation upon their delivery.
- (9) The supplier must make available by the agreed date, but upon delivery of the goods or work performances at the latest, all the technical documentation, particularly operating and maintenance instructions, training materials, drawings, technical data sheets, product safety sheets, factory inspection certificates, certificates of conformity and all other necessary or standard business documents and, in the case of software, the associated source and object codes.
- (10) The supplier must ensure that a supply of spare parts is guaranteed for at least 10 years after the delivery, in accordance with the agreed delivery periods. If during that time the production of spare parts is discontinued, we must be notified to enable us to supply ourselves with the required spare parts for the future. In addition, in the event that the production of spare parts is discontinued, the supplier must also make available to us the corresponding manufacturing drawings and parts lists with manufacturer's instructions without the need to pay a separate fee for this.

#### **Section 5 Passing of Risk – Documents – Packaging**

Unless otherwise agreed in writing, deliveries shall be made free domicile. The supplier is responsible for the proper packaging of the delivery. The transport shall be at the supplier's risk. This shall apply even if we have exceptionally agreed to assume the transport costs; in this case the supplier must choose the mode of transport specified by us, otherwise the cheapest mode of transport and delivery for us. The supplier is obligated to take out transport insurance, regardless of whether the supplier itself bears the transport risk. We must be automatically furnished with proof of the conclusion of the transport insurance policy before effecting the transport. The supplier must assign the claim against the transporter insurer to us to the extent required to meet our claims. The costs of the transport insurance must be borne by the supplier.

- (1) The supplier is obligated to precisely indicate our order number on all shipping documents and delivery notes; the supplier shall prepare cost neutral transport documentation in accordance with our specifications with regard to the language, form and layout to be used (notification of the readiness for dispatch, dispatch note, packing list, preference documents, certificates of origin); if the supplier fails to do so, we shall be not be responsible for the resulting processing delays.
- (2) In case of sales contracts the risk only passes to us upon the receipt of the goods, and in case of contracts for work and services only after the declaration of acceptance.
- (3) Unless otherwise agreed, the documentation shall also include the following documents in case of delivery of machinery, partly completed machinery and machinery parts:

- (4) In case of delivery of machinery within the meaning of the European Machinery Directive 2006/42/EC: instructions for use, EC declaration of conformity as well as risk assessment according to DIN EN ISO 12100;
- (5) In case of delivery of partly completed machinery or machinery parts within the meaning of the European Machinery Directive 2006/42/EC: declaration of incorporation, assembly instructions, instructions for use as well as risk assessment according to DIN EN ISO 12100.
- (6) The packaging is included in the price. If exceptionally agreed otherwise, the packaging shall be charged at cost price. The supplier must choose the packaging specified by us and ensure that the packaging protects the goods from damage. If the supplier has no specifications for the type of packaging the supplier must choose a packaging and ensure that the packaging protects the goods from damage.

#### **Section 6 Defect Inspection – Liability for Defects**

- (1) The supplier warrants that the items and performances to be delivered comply with the samples approved by us, all relevant standards (DIN standards and EU standards), all safety regulations as well as the specifications indicated in the order. The supplier warrants that the delivered items and performances are suitable for the intended use, use state-of-the art technology and comply with the generally recognized technical and occupational medicine safety

regulations of the authorities and professional associations and all relevant legislation in force. If the delivery items are machinery or equipment, the supplier warrants these comply with requirements of the special safety regulations for machinery and equipment in force at the time of the contract performance, including industrial safety and accident prevention regulations, and that the delivery and performance has a CE marking. The supplier further warrants flawless construction, use of appropriate and proper materials, quality of the execution, proper functioning of the deliveries and performances to be effected under the contract and achievement of the technical performance characteristics and compliance with the agreed technical quality characteristics.

- (2) Any reference to standards in the order always implies a quality agreement that the requirements of the standard are met. The specimens, samples as well as other documents and information made available by the supplier are likewise considered a quality agreement.
- (3) We are obligated to inspect the goods for any quality and quantity deviations within a reasonable period; the complaint will be timely if it is received by the supplier within a period of 2 weeks of receipt of the goods or, in the case of hidden defects, of their discovery. The requirement to inspect the goods and make a complaint in respect of a defect immediately on receipt of the goods pursuant to Sections 377 and 378 HGB is excluded to the extent specified above.

- (4) We are entitled to the statutory claims based on defects in full; in any case we are entitled to demand of the supplier, at our option, remedying of the defects or delivery of a new item. The supplier must reimburse us for all expenses associated with the subsequent performance ("Nacherfüllung"), particularly transport, travel, labour and material costs. This applies even if the expenses increase because a purchased or delivered item was, after being delivered, delivered to our customers as intended. If a delivered item is installed into one of our products, the supplier must, as part of the remedying of the defects or delivery of a new item, reimburse the expenses of dismantling the defective item and of reinstalling an item free from defects, including all transport, travel and labour costs.
- The supplier must also compensate for consequential damage caused by a defect and economic losses, particularly loss of production. The recoverable damage also includes the ancillary costs associated with any removal of damage, such as dismantlement and installation costs, material costs, travel expenses and freight, labour provision costs and especially costs associated with the ascertainment and assessment of the damage and defect, e.g. expert's fees.
- (5) Defective goods shall be returned at the risk and expense of the supplier. If we, at the supplier's request, take over the packaging of the returned goods or we otherwise take measures for the return, any liability for non-personal injury is excluded unless intent or gross negligence are imputable to us.
- (6) We are entitled to remedy the defect ourselves at the supplier's expense if the supplier defaults in remedying the defect.
- (7) The limitation period is 36 months from the transfer of risk, unless the mandatory provisions of Sections 478 and 479 BGB apply or the law provides for a longer limitation period. For repaired defects or newly delivered goods the warranty period recommences each time. Any written notice of defects given by us shall interrupt the limitation period for 8 weeks from receipt of the notice of defects unless a more extensive interruption of the limitation period is provided for by law.
- (8) If we make plans, drawings, materials and/or accessories available to the supplier, the supplier is obligated to check these to ensure that they are complete, accurate and suitable for the intended purpose and to point out to us any incompleteness or inaccuracy of the documents made available without undue delay. If the supplier does not raise any objections, it is required to fully warrant the completeness, accuracy and suitability in this regard.
- (9) The supplier undertakes, as its own contractual obligation, to carry out the necessary intermediate and final inspections during the production and to subject parts delivered to it to an effective incoming inspection if it procures the delivered item or parts thereof from its own suppliers.
- (10) If a procurement risk and/or a guarantee is expressly assumed in its order confirmation/its offer the supplier will be strictly liable.

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#### **Section 7 Product liability – Indemnification – Third Party**

##### **Liability Insurance Cover**

- (1) If the supplier is responsible for product damage, it must indemnify us upon first demand against claims of third parties to the extent that the cause lies within its sphere of control and organization and the supplier itself is liable vis-à-vis third parties.
- (2) Within the limits of its liability for damages within the meaning of paragraph (1) the supplier is also obligated to reimburse any expenses pursuant to Sections 683 and 670 BGB or pursuant to Sections 830, 840 and 426 BGB which arise from or in connection with any information campaign and/or recall carried out by us. We shall - as far as possible and can reasonably be expected - inform the supplier of the content and scope of the recall measures to be carried out and give the supplier an opportunity to comment. Other statutory claims remain unaffected.
- (3) The supplier undertakes to maintain a product liability insurance providing blanket coverage of € 10m for each case of personal injury/property damage; any more extensive damage claims to which we may be entitled remain unaffected.

#### **Section 8 Industrial Property Rights**

- (4) The supplier warrants that no rights of third parties are infringed in connection with its delivery. The supplier is liable in particular for ensuring that rights of third parties, particularly patents, utility models, competitive rights, copyrights and trademark rights or other industrial property rights, are not infringed by the delivery or use of the delivery item or the work owed or its distribution or its resale.

- (5) If a third party asserts a claim against us due to such infringement, the supplier is obligated to indemnify us against such claims upon our first written demand; we are not entitled to enter into any agreements with the third party without the supplier' consent, particularly to make a compromise.
- (6) The supplier's indemnity obligation relates to all expenses necessarily incurred by us as a result of or in connection with the claim asserted by a third party. These include expenses or costs incurred by us to prevent or eliminate infringements of industrial property rights, as well as defence costs, such as lawyer's fees. The assertion of further claims, particularly claims for damages, remains unaffected.

#### **Section 9 Reservation of Ownership - Provision of Parts –**

##### **Tools - Secrecy**

- (1) We reserve ownership of any parts that we provide to the supplier. The supplier must store these items separately and use them only for our order. The supplier is liable for the confirmation or loss. The supplier must insure all the provided parts against fire, water and theft damage.
- (2) Any processing or transformation by the supplier are done for us as manufacturer. If our reserved goods are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the same proportion as the value of our item (purchase price plus VAT) to the other processed items at the time of the processing.

- (3) If the item made available by us is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the same proportion as the value of the reserved property (purchase price plus VAT) bears to the value of the other mixed items at the time of the mixing. If the mixing is done in such a manner that the supplier's item must be considered to be the main item, it is understood that the supplier will transfer prorata co-ownership to us; the supplier shall preserve the sole ownership or co-ownership for us.
- (4) We retain title to tools; the supplier is obliged to deploy the tools exclusively for the production of the goods ordered by us. The supplier is obligated to insure at its expense the tools belonging to us at their replacement value against damage caused by fire, water and theft. At the same time the supplier herewith already assigns all indemnity claims arising from this insurance; we herewith accept the assignment. The supplier is obligated to carry out any required servicing and inspection work as well as maintenance and repair work on our tools in a timely fashion at its expense. The supplier must notify any malfunctions to us immediately; if the supplier culpably fails to do so, claims for damages will remain unaffected.
- (5) If the security rights to which we are entitled pursuant to paragraph (1) to paragraph (4) exceed the purchase price of all our reserved goods not yet paid for by more than 10%, we shall be obligated at the supplier's request to release the security rights at our option.
- (6) The supplier is obligated to treat all the illustrations, drawings, calculations and other documents and information received by it as strictly confidential. They may be disclosed to third parties only with our express consent. The obligation to maintain secrecy will continue to apply after the completion of this contract; it shall expire when and to the extent that the manufacturing knowhow contained in the illustrations, drawings, calculations and other documents made available has become generally known.

#### **Section 10 Special Provisions for Contracts for Work and Services, Software Services as well as Design and Engineering Services**

- (1) If the supplier owes a work performance or work delivery we may demand amendments and supplements to the order at any time until the acceptance as appears fair and taking into account the supplier's interests. The supplier is obligated to propose to us changes which it considers necessary or expedient to ensure successful performance of the contract. After we have consented in writing the supplier must also carry out these changes. If a change involves a cost increase or decrease and/or exceeding a deadline, the supplier will be obligated to point out this and to submit an appropriate supplementary offer at the same time as its proposed change or without undue delay after receipt of a change request from us. The change shall be made on the basis of a written agreement in which the compensation for the additional costs or the provision for the reduced costs and the schedule are specified.



- (2) The price stipulated in the order is fixed lump-sum price that is considered to cover and settle all the services required to effect the performance and achieve the work result.
- (3) In the case of design or engineering services the supplier may bill on the basis of the actual time involved according to hourly rates only if this was expressly agreed. In this case, the supplier must obtain our decision before exceeding the time indicated in the order or order confirmation.
- (4) Before the conclusion of the contract the supplier obtained a comprehensive picture of the scope of performance and deliveries to be effected by it. It completely determined all the expenses and measures required to effect the performances owed by it under the contract. These are the basis of the fixed lump-sum price. Any approval on plans or other approvals granted by our firm are considered to be endorsements only and do not release the supplier from its obligation to effect its performance completely and in a workmanlike manner.
- A prerequisite of acceptance is that the supplier has fully completed its entire performance. The supplier is obligated then to apply for a formal acceptance, of which a report must be drawn up and signed by both parties. Acceptance of partial performances or other partial acceptances are excluded, unless otherwise agreed in writing. Even in case of such a different agreement the partial acceptances are no substitute for the final acceptance. Any imputed acceptance is excluded.
- (5) The supplier is entitled to subcontract the entire contract performance or parts thereof only with our prior written consent. We shall refuse this consent only for good cause. The commissioning of subcontractors does not release the supplier from its contractual obligation towards us. The supplier is responsible for the subcontractors commissioned by it, which are its "Erfüllungsgehilfen" (persons employed in performing a contractual obligation for whom the principal is vicariously liable).
- (6) To secure all obligations of the supplier arising from this contract, the supplier shall deliver to us, within one week of the conclusion of the contract at the latest, an open-ended, absolute contract performance guarantee of a bank, savings bank or insurance company amounting to 10 % of the contractually agreed gross remuneration. The guarantee must secure performance of all obligations under this contract, particularly repayment claims, including interest, claims based on defects (including remote consequential damage caused by a defect), damage claims and claims for payment of a contractual penalty. Until the delivery of the contract performance guarantee we shall be entitled to withhold payments. The contract performance guarantee shall be returned upon completion and full acceptance of the performance free of defects.
- (7) To secure the warranty claims we shall retain 5 % of the agreed gross compensation for the work for the duration of the agreed warranty period. This retention may be discharged by the supplier on the due date of the final payment at the earliest and contemporaneously with the delivery of an open-ended absolute guarantee of a bank, savings bank or insurance company to secure our warranty claims (guarantee for warranty obligations) in the same amount.



- (8) If it is necessary to enter our works premises or our customer's works premises to effect the work performance, the supplier must comply with all the existing health and safety regulations and the supplementary instructions of our firm or of the responsible members of our customer's staff.

#### **Section 11 General Provisions**

- (1) The assignment of claims under this contract by the supplier is not permitted without our written consent.
- (2) The supplier shall transfer to us any copyrights, industrial property rights and similar legal rights in its performances and grants us a comprehensive, unlimited right of use and
- of exploitation without any additional consideration to the extent required to execute the deliveries and performances and to the extent permitted by law. We are particularly entitled to use, continue, change and publish the performances effected by the supplier without the supplier's involvement and to transfer these rights to a third party as a whole and individually. This also applies in the event of early termination of this contract.
- (3) If improvements arise in connection with the order with regard to documents delivered by us or know-how, we shall have a gratuitous non-exclusive right of use to commercially exploit these. The supplier grants to us an unlimited and gratuitous right of use with regard to the item delivered by it or the work produced by it; this also applies after the completion of the order.
- (4) Set-off by the supplier or the assertion of a right of retention by the supplier is excluded unless the supplier's counterclaim has been confirmed by a final and absolute court judgment, is uncontested or is recognized by us.

- (5) We are entitled, within the scope of the German Federal Data Protection Act (BDSG), to store data on transactions in goods and payment transactions with the supplier to the extent permitted. The supplier must ensure that all persons who are entrusted with the performance of its obligations observe the statutory data protection regulations. Any obligation of these persons under data protection law to observe data secrecy must be imposed on these persons before they take up their duties for the first time and proved to us upon request.
- (6) Amendments and supplements as well as termination of agreements concerned including these Terms and Conditions must be in writing in order to be valid. This also applies to this requirement of writing. Transmission by fax suffices to comply with the requirement of writing; otherwise, telecommunication transmission, particularly by email, is not sufficient.
- (7) Should any of the provisions of these Terms and Condition be invalid or show a gap, the validity of the other provisions shall not be affected thereby. The invalid provisions shall be replaced and the gap in the provisions filled by an appropriate provision, the economic purpose of which comes closest, to the extent permitted by law, to what the contracting parties intended or would have intended based on the spirit and purpose of these Terms and Conditions if they had considered the point.

The supplier must demonstrate a state-of-the-art quality assurance. The DIN standards and, if any, the European standards, particularly CEN and CENELEC, are considered to be the minimum standards.

(8) If the supplier becomes insolvent, suspends its payments or a petition is filed for the institution of insolvency proceedings or judicial composition proceedings against the assets of the supplier or of one of its owners, we may withdraw from the contract for the unfulfilled part without prejudice to other rights. If the supplier is responsible for the reason for the termination or notice of termination is given in accordance with sentence 2, only the self-contained and proven performances effected as per contract by that date must be remunerated, provided that they can be exploited by us. Assertion of damage claims by us remains unaffected. If the supplier is not responsible for the reason for the termination, we shall reimburse the expenses demonstrably incurred by the termination of the contract and resulting directly from the order, including the costs resulting from liabilities that are not accordingly releasable. The supplier is not entitled to more extensive claims for performance or damages on the occasion of the termination. The industrial property rights and/or rights

of use in the work results created by the date of termination shall pass to us pursuant to Section 11 paragraph 2.

(9) If the supplier owes a work performance, we may terminate the entire contract or parts thereof at any time.

**Section 12 Jurisdiction – Place of Performance –  
Choice of Law**

- (1) If the supplier is a merchant, the courts at our principal place of business shall have exclusive jurisdiction; however, we are entitled also to file a legal complaint against the supplier with the court at the supplier's principal place of business.
- (2) Unless otherwise stipulated in the order, our principal place of business is the place of performance.
- (3) All legal relationships between the supplier and us are exclusively governed by the substantive law of the Federal Republic of Germany, excluding the UN Convention on Convention on Contracts for the International Sale of Goods (CISG) and excluding the connecting factors in the rules of Private International Law.