



## **1. General**

- 1.1. These General Terms and Conditions of Purchase apply to all orders placed by Robatech with its suppliers. Following their initial acceptance, the following provisions will govern all future transactions, including those lacking express reference to them.
- 1.2. Individual provisions of these General Terms and Conditions of Purchase are only non-applicable in cases where a provision to the contrary has expressly been provided for in writing and has expressly been agreed to by the contracting parties.
- 1.3. Any general terms and conditions of the supplier are excluded, including if agreed between the parties at a later time.
- 1.4. All agreements and legally relevant statements by the contracting parties will only be effective if made in writing. Verbal agreements and agreements made over the telephone will only be effective if confirmed in writing. The same applies accordingly to all modifications, amendments, specifications, etc.
- 1.5. If individual provisions of these General Terms and Conditions of Purchase are ineffective in full or part thereof, the effectiveness of the remaining provisions and the underlying agreements will not be affected. The contracting parties shall replace the ineffective provisions with such effective provisions as come closest to the commercial purpose intended by the parties.

## **2. Offers and conclusion of a contract**

- 2.1. The supplier is obliged to confirm all orders placed by Robatech within five days in writing. The order confirmation must specify the precise day on which the delivery will arrive at Robatech. In cases where Robatech is not provided with such written notification by the supplier, the order, being an order based on a valid offer, shall be deemed accepted at the conditions stated in said order and with the delivery date as specified by Robatech.
- 2.2. If the order placed by Robatech deviates from the supplier's offer and the supplier remains tacit or makes delivery without objection, such conduct shall be deemed as acceptance of said order placed by Robatech and the conditions set out therein.
- 2.3. The supplier shall be committed to its offer for a period of not less than eight weeks following receipt of the offer by Robatech.
- 2.4. Robatech must promptly be notified of any reservations held by the supplier with regard to the specifications Robatech has set out in the order prior to executing the same.

## **3. Provision of materials, property rights**

- 3.1. Any documents and/or other operating or ancillary materials provided by Robatech will remain the exclusive property of Robatech and shall be marked accordingly.
- 3.2. The supplier is obliged to take all action necessary to warrant the protection of Robatech's ownership.

## **4. Prices and payment terms**

- 4.1. Prices specified in the order are fixed prices. They include all ancillary costs, such as packaging, transport, insurances, etc. The applicable VAT/GST is not included in these prices.
- 4.2. Administrative expenses caused by changing the order must not be passed on to Robatech.
- 4.3. Any subsequent increase in the prices specified in the order is subject to the written consent by Robatech.
- 4.4. Invoices shall be paid within 30 days of receipt. Invoices will however only fall due for payment upon complete and defect-free delivery. Deliveries are not considered complete before all products and associated documents have been delivered.
- 4.5. Robatech will make payment irrespective of having carried out an inspection of the delivered goods at their destination. Such payment does not constitute an acceptance of quantities, prices and qualities. Robatech remains entitled to the full extent of its legitimate rights after having made payment.

- 4.6. A supplier intending to discontinue a product must give Robatech at least 12 months prior notice. At the end of the 12 months period, the supplier shall give Robatech a final opportunity to place orders for any quantity Robatech intends to purchase. In this case, the price per item not be higher the price of the most recently fulfilled order. The supplier shall indemnify Robatech for all expenses incurred due to the supplier's failure to comply with this clause, the delivery of a substitute product or the discontinuation of a part.
- 4.7. Claims against Robatech may not be assigned or offset against counter-claims.

## **5. Delivery terms**

- 5.1. All deliveries shall be made pursuant to Incoterms 2020 DAP (delivered at place) and the respective destination locality.
- 5.2. All deliveries shall be accompanied by a delivery note specifying Robatech's order reference, item number, item description, net and gross weights and precise quantities. In the case of initial samples being delivered for inspection, the supplier must enclose the measurement protocols. Upon request by Robatech, the supplier shall issue further documents, such as testing and inspection protocols, assembly, operations and maintenance manuals as well as installation certificates and declarations of conformity.
- 5.3. The goods must be packaged in a way to prevent transport damage. Environment-friendly packaging materials should be given preference. The supplier shall be liable for any goods that have perished or suffered damage due to inadequate packaging.

## **6. Dates, deadlines and delayed delivery**

- 6.1. The delivery dates and deadlines specified in the order must be observed. They are deemed to have been observed if the performances have been rendered / the delivery has been received prior to or by the date/deadline.
- 6.2. Partial deliveries and deliveries earlier than the agreed delivery date are subject to the consent of Robatech.
- 6.3. In the event the supplier is unable to make full or timely delivery, it must notify Robatech accordingly as early as possible and provide the reason and expected duration of the delay. The supplier undertakes to employ its best reasonable efforts in the prevention and rectification of delivery delays and to procure substitute goods from third parties if necessary. The supplier shall be liable for all additional costs associated with a delayed delivery.
- 6.4. In the case of a failure to observe agreed dates and/or deadlines, Robatech shall be entitled to rescind from the contract without granting a grace period for the subsequent delivery of the agreed performance. Claims for damages are expressly reserved.

## **7. Quality assurance and right to carry out inspections**

- 7.1. The supplier is responsible for quality assurance. The supplier shall take all action necessary to ensure the quality of the products or parts of products to be delivered. This includes checking quantities and qualities prior to despatch. The delivered goods must fully comply with all specified requirements.
- 7.2. The supplier must notify Robatech in writing of any failure to comply with specified requirements as well as of discernible and/or potential difficulties or hazards resulting from such failure.
- 7.3. The supplier guarantees the compliance of each delivery with the applicable standards, laws and EU-Directives, in particular with regards to regulation concerning product safety and occupational health and safety.
- 7.4. The supplier shall notify Robatech of all potential faults as well as potential and eventuated hazards of its own or third-party products, which have previously occurred at other manufacturers or customers or that the supplier has become aware of in any other way.



- 7.6. Robatech is entitled to carry out inspections concerning the compliance with requirements and the performance of the required and agreed quality assurance measures following advance notice, including within the supplier's premises. The supplier shall grant Robatech access to its production facilities and quality documentation.

## **8. Warranty**

- 8.1. The supplier must ensure it has the capability to deliver according to the specifications listed in the order.
- 8.2. The supplier warrants that its deliveries, being free from any defects or defective title affecting their value or usability, possess the agreed characteristics and represent the current state of technology and science.
- 8.3. Deliveries deviating from the specifications must only be despatched with the express written consent of Robatech. Provided Robatech's acceptance of such delivery, the agreed price shall be reduced to the manufacturing costs.
- 8.4. Robatech products are being integrated into other components and sold worldwide. The potential damages from defective delivery or defective products are not limited to the value of the goods, but also encompass all measures necessary to rectify the damage at any location worldwide. The supplier is therefore obliged to take out corresponding insurance over and to furnish the insurer's cover note or insurance policy to Robatech.
- 8.5. Robatech remains entitled to assert claims for defects without being required to serve a notification of defect within any particular period. Claims for defects may be asserted at any time during the warranty period.
- 8.6. Robatech is entitled to its full statutory rights pertaining to defects. Robatech is in particular entitled to request redhibition, reduction of price, subsequent improvement or subsequent delivery at its sole discretion. The right to seek compensation of damages for any and all damages caused by the defective delivery remains unaffected. The supplier shall indemnify Robatech for all expenses incurred in exercising its rights relating to defects.
- 8.7. In the event the supplier fails to make subsequent delivery or subsequent improvement, Robatech shall be entitled to rescind the entire order and be entitled to purchase the goods from a third party at the cost of the supplier.
- 8.8. Robatech is, without being required to set a grace period, entitled to rectify said defects itself or to have them rectified by a third party at the cost of the supplier.
- 8.9. The warranty period is 24 months from the date of Robatech despatching the goods to the end customer by Robatech and shall not exceed 48 months from being delivered to Robatech by the supplier.
- 8.10. A new warranty period commences following subsequent improvement or subsequent delivery,

## **9. Product liability**

- 9.1. In the event that claims are made against Robatech on the basis of product liability, the supplier undertakes to indemnify us against claims of this kind if and inasmuch as the claims were caused by a fault in the subject of the contract delivered by the supplier. In cases of fault-based liability, however, this shall only apply if the supplier is to blame; if the cause of the loss falls within the area of responsibility of the supplier, the burden of proof will be incumbent upon him in this respect. In cases of indemnification against product liability, the supplier shall assume all costs and expenses, including the costs of possible legal action or product recall.
- 9.2. The supplier is obliged to take out a product liability insurance covering its potential exposure to product liability claims and furnish Robatech with the insurer's cover note or insurance policy upon request.

## **10. Confidentiality and privacy**

- 10.1. The contracting parties undertake to treat all information that is not part of the public domain confidential. The supplier shall refrain from

disclosing any information obtained by it, as well as from making such information available to third parties.

- 10.2. The supplier may only disclose its business relationship with Robatech, including the fact that it is a supplier of Robatech, with the prior consent of Robatech.
- 10.3. The supplier shall take all measures necessary to ensure privacy.
- 10.4. The supplier shall ensure that its employees and subcontractors are bound by confidentiality.

## **11. Intellectual property rights**

- 11.1. Any intellectual property rights of the parties existing prior to performance of the contractually agreed works shall remain the property of their respective owner.
- 11.2. All tools, moulds, equipment, materials, etc. provided to the supplier by Robatech, or to which Robatech has made a financial contribution, are and remain the sole property of Robatech.
- 11.3. Any tools, moulds or equipment manufactured especially for Robatech or containing Robatech's intellectual property also are and remain the sole property of Robatech. Robatech shall be granted to right to use such intellectual property and to request it to be surrendered at any time.
- 11.4. The supplier guarantees Robatech that the goods delivered by it do not infringe on the intellectual property rights of third parties. The supplier shall take all measures necessary to safeguard against such an infringement. In the event the rights of third parties are nevertheless infringed against, the supplier shall remedy such infringement and ensure its performances can be rendered to Robatech without such infringing use of intellectual property. The supplier shall be liable for any damage incurred by Robatech due to delayed delivery or claims by third parties.
- 11.5. The supplier is prohibited from using the name, logo, products, product names, etc of Robatech for advertising or reference purposes without Robatech's express consent.

## **12. Code of conduct**

- 12.1. The supplier must comply with the applicable Law, in particular the law of the manufacturer country and the destination country.
- 12.2. The supplier bears responsibility for ensuring the delivery does not contain any conflict minerals, such as gold, tantalum, tin and wolfram from conflict countries (Democratic Republic of Congo and the surrounding countries).
- 12.3. The supplier also undertakes to observe the Ethical Trading Initiative Base Code (in its applicable version) and to make reasonable efforts in promoting the Base Code to be observed by its own suppliers.
- 12.4. It is prohibited to offer any gift or gratuity exceeding CHF 100.00 to personnel of Robatech.

## **13. Declaration of origin and customs tariff number**

- 13.1. All parts delivered by the supplier must be accompanied by a declaration of origin and the applicable customs tariff number.
- 13.2. The supplier is further under an obligation to cooperate and supply Robatech with all information required for Robatech to export its products.

## **14. Applicable law**

The business relationship between Robatech and the supplier is governed exclusively by Swiss substantive law. The parties expressly exclude applicability of the UN Sales Convention on the International Sale of Goods dated 11 April 1980.

## **15. Place of jurisdiction**

The court at CH-5630 Muri shall hear all disputes and proceedings resulting from or in connection with this agreement. Robatech is however entitled to bring legal action at the place of the supplier's registered offices.

## **16. Declaration of acknowledgement**

Place and date: \_\_\_\_\_

Read and acknowledged: \_\_\_\_\_