



GENERAL TERMS OF BUSINESS OF ROBATECH AG

1. Scope of application

The Terms of Business described in the present document apply to all supplies and performances of Robatech. The provisions are valid exclusively. Any deviating provisions must be recorded in writing and signed by Robatech. Any contractual items not covered specifically in this document are subject to the provisions of the VSM (Association of Swiss Machinery Manufacturers).

2. Conclusion of the contract

Quotations for supplies by Robatech are not binding and shall be understood as mere invitations to the addressee to place an order enquiry with Robatech. A contract arises only when Robatech submits its written order acknowledgment. Hereby the customer shall be bound by its order for a period of one month from the date on which the order is received by Robatech. The order acknowledgment is deemed to mean acceptance of the order with the effect that the contract is concluded. By accepting the order, Robatech does not commit itself to recognize the conditions of purchase of the buyer. Such a commitment would require Robatech's express confirmation in writing.

If the ordering party demands guarantees on the fulfilment of special requirements which exceed the specifications as per technical data sheets or brochures, the following information/documents are required to be an integral part of the contract: 1. Completed checklist initialled by the customer; 2. data sheet of the adhesive; 3. project sketch (outline). The delivery time and manufacturing period, respectively, will only start after receipt in full of these documents and after specification of all details by the Sales and Engineering Departments of Robatech. The delivery time refers to the production time exclusively. The delivery time for the system runs from the date of complete definition of all order parameters and the date on which the project specification is completed and signed. Project amendments at the customer's request or changes of the requirements may result in deadline postponements and price adjustments. In case of fundamental project changes, Robatech shall not be bound to abide by its original quotation or the order.

3. Special regulations and standards

With the request for a quotation at the latest, the ordering party shall draw Robatech's attention in writing to the regulations and standards which refer to the execution of the products, their operation and the prevention of diseases and accidents. If no such regulations and standards are known, Robatech shall supply in compliance with its internal standards.

4. Price

The information provided in Robatech's brochures and price lists is only binding if this is expressly confirmed in the order acknowledgement. Robatech reserves the right to alter its prices at any time without prior notice. The prices always refer to the offered quantity exclusively. The prices valid at the time of ordering shall apply.

5. Payment terms

Payment shall be made net within 30 days from the date of the invoice. Exceptions must be agreed in writing. If the ordering party allows a payment date to lapse without payment, it shall be in arrears without reminder and owe Robatech interest on arrears from the date payment was due. Any retention of due payments or offsetting with counterclaims by the ordering party is inadmissible unless Robatech has expressly and in writing accepted the counterclaim or the counterclaim has been confirmed in an absolute judgment.

If Robatech accepts a draft or cheque on the basis of a special written agreement, the costs of discounting and payment shall be borne by the ordering party. The amounts shall be credited to the ordering party after receipt only.

6. Delivery terms

All deliveries of Robatech are effected ex works, exclusive of customs clearance, packing and insurance. The costs of packing, transport, customs, and insurance shall be invoiced to the ordering party. Any disposal costs are not included and shall be charged for separately. Levies not agreed upon in writing such as customs duties, taxes, VAT, etc. which are charged to Robatech can be invoiced on to the customer.

Delivery times apply to the extent that they have been agreed to with the order acknowledgment. Part consignments are allowed. Delivery date shall be the date on which the goods are handed to a transport company or on which the goods' readiness for picking up is notified to the customer. Robatech adheres to the stated delivery time to the best of its abilities. If delivery dates cannot be maintained, Robatech shall inform the customer of the delay. A delivery delay does not entitle the ordering party to dissolve or withdraw from the contract or renounce on the subsequent fulfilment by raising a claim for direct or indirect damages.

If a customer suffers damage as a result of a delivery delay for which Robatech is responsible, Robatech shall accept a compensation for delay amounting to 1% of the value of the goods per week of delayed delivery up to a maximum amount corresponding to 5% of the value of the goods. A valid claim on the part of the ordering party arises only if it can submit proof of a suffered damage and a fault of Robatech. The first two weeks of delay do not entitle to compensation for delay. The compensation takes the place of any damage due to delay. Apart from or over and above the compensation the ordering party shall not be entitled to any further claim for damages based on a delayed delivery. In all cases of Acts of God, i.e. also if unforeseen events occur in manufacture or distribution (such as delayed raw material supplies, boycotts, strikes, lockouts, etc.), whether in Robatech's own operations or at suppliers' or forwarders, Robatech shall be released from the obligation of maintaining the delivery time without the purchaser being able to deduce any right in its favour from such circumstances.

7. Product documentation

Robatech prepares suitable documents concerning commissioning, operation and maintenance of the products. Production drawings are not submitted. All rights (in particular property, know-how, copyright and any further industrial rights) in documents, products and software remain with Robatech, irrespective of whether such documents were prepared before or after conclusion of the contract. The documents may be used for internal purposes exclusively and copying of any kind and the disclosure to thirds are expressly prohibited.

8. Warranty / Liability

The ordering party shall inspect or arrange for the inspection of the component delivered by Robatech immediately upon receipt. Any warranty obligation of Robatech is excluded if the inspection is omitted or if deficiencies are not notified to Robatech in writing within eight days from receipt of the goods with an accurate and comprehensive description of such deficiencies.

Robatech guarantees that the offered goods as individual component will provide the functions described in the order acknowledgment for the project. Robatech does not guarantee the materials to be processed, the ordering party's basic machine or the end product resulting therefrom. The evaluation of the carrier materials, basic machine and adhesive are the customer's responsibility in any case. Unless agreed otherwise, any samples produced by Robatech in laboratory or other tests and approved by the customer shall be the model/criterion for the application pattern to be achieved. The specifications shall be deemed to be met if Robatech is able to reproduce the pattern with the delivered component.



The correct functioning of a component or of an overall system is only guaranteed for the application with the materials specified in the contract. Robatech does not guarantee the function and life of the component in case of unknown materials, abrasive and aggressive mediums or if Robatech was not informed of particular operating conditions or if anything was not adequately dimensioned outside the powers of Robatech. Parts not specified and/or not supplied by Robatech as well as wear parts are not covered by the warranty. The warranty obligation expires if the purchaser or operator of the system modifies the component or has it modified or uses any non-original parts without Robatech's approval. Damages resulting from incorrect electrical connection, improper operation, in particular from the mixing of different glues or consumables, or from Acts of God, are not covered by the warranty.

Quite generally a warranty obligation on the part of Robatech exists only to the extent to which proof of a deficiency in the component delivered by Robatech can be submitted in which a culpable behaviour of Robatech is evident.

The warranty obligation of Robatech is limited to the subsequent correction of a delivered article upon notification of a defect, i.e. to the free-of-charge replacement or, at Robatech's discretion, to the free-of-charge repair of parts which Robatech has recognized as deficient. The ordering party shall grant Robatech during normal working hours the time and opportunity required to attend to the correction which Robatech regards as needed, otherwise Robatech shall be released from the warranty for the defect.

If the subsequent correction fails, the ordering party may demand a reasonable price reduction, while an annulment is excluded.

The warranty obligation of Robatech expires after the first 4000 operating hours, but 24 months from delivery at the latest. Wear and tear is not covered by the warranty. Damage by the use of abrasive, chemically aggressive, filled or other not homologated Glue is not covered under the warranty.

Robatech's liability extends in the maximum to the price agreed for the delivered component. Any liability for a damage beyond this, in particular for any direct or indirect damage (incl. damage resulting from a defect), is excluded. Expenses and costs incurred outside the operations of Robatech are also excluded.

9. Product liability

The ordering party holds Robatech entirely harmless of any claims for damages (including claims on the part of thirds) under product liability to the extent that these are not provably originating from a nonconforming component supplied by Robatech.

10. Annulment/rescission of contract

Prerequisite for the annulment/cancellation of orders by the ordering party is the express approval of Robatech and payment of the costs incurred by Robatech for materials, wages and overheads.

Robatech may withdraw from the contract at any time if there are signs of a threatening or existing insolvency of the ordering party, in particular if proceedings of respite or bankruptcy are instituted or if a loss bill exists.

11. Return consignments of goods/complaints

Returning of goods is only possible with the express approval of Robatech. Return consignments and complaints in the context of discrepancies in the number of pieces, weight, articles, etc. can only be considered within 8 days from receipt of the goods. Any taking back of

correctly delivered goods against credit is only acceptable with Robatech's prior approval and is subject to a deduction of 15% of the value of the goods. Parts specially produced for the use of the customer can not be taken back under any circumstances

12. Reservation of property

The delivered goods remain the property of Robatech until the purchase price including all secondary claims as per the above provisions are fully paid for. Robatech is entitled to have this reservation of property registered.

The ordering party is obliged to notify Robatech immediately if a third party takes recourse on the goods in a manner that Robatech's possibility of disposal of rights are endangered. In case of an onward sale the sales price shall be deemed to be ceded to Robatech in advance. Further claims of Robatech remain reserved.

13. Applicable law

To the extent that the present General Terms of Business and the provisions of the VSM do not contain any regulations, Swiss Law (commercial code) exclusively shall be applicable to the contract concluded between Robatech and the ordering party, under the express exclusion of the IPRG and the Law of Purchase of Vienna (CISG).

14. Place of fulfilment / jurisdiction

The exclusive place of fulfilment for all performances of Robatech and the ordering party is CH-5630 Muri.

Any litigations in the context of the contract between Robatech and the ordering party shall be within the exclusive competence of the courts at the domicile of Robatech in CH-5630 Muri, under the express exclusion of the places of jurisdiction in accordance with the Treaty of Lugano.