

GENERAL TERMS OF SALE (as of November 2020)

1. APPLICATION

These general terms and conditions of sale are brought to the customer's attention with the sales proposal or, in case of a direct order, via the order confirmation.

All sales are concluded subject to the condition precedent of the application of the full version of these general terms and conditions of sale. It is inferred that the customer unconditionally accepts these terms and conditions.

These general terms and conditions of sale shall prevail over those of the customer, notwithstanding any conflicting clauses provided for in its general terms and subject to any amendments which may be made to these terms and conditions under the provisions of this clause. These general terms and conditions of sale shall apply even in cases where STÄUBLI does not expressly object to the customer's conflicting terms of purchase. Counter-confirmations by the customer making reference to the customer's own terms of purchase are hereby expressly rejected.

Any contractual provisions contrary to these terms and conditions must be proposed to STÄUBLI in writing, separately from the pre-printed terms on the customer's contractual documents, and prior to STÄUBLI's acceptance of the order. In order to be binding on STÄUBLI, the proposed modification must be expressly approved, prior to order acceptance, in writing and signed by STÄUBLI.

These general terms and conditions of sale, in their up-to-date version, are subject to all of STÄUBLI's deliveries, services and offers, also of future contracts with the customer, even if they are not again agreed upon expressly.

In case of financial risk, STÄUBLI may in particular demand guarantees and/or special payment terms.

2. OFFER - ORDER CONFIRMATION

Offer sent to the customer has a period of validity of one (1) month, unless expressly otherwise specified.

Orders sent by the customer constitute order proposals subject to acceptance by STÄUBLI. They must be complete and all their elements precisely defined. Orders drawn up by agents and/or representatives of STÄUBLI are binding only if confirmed by STÄUBLI.

An order shall be considered accepted by STÄUBLI only when the customer has received an order confirmation. The contents of a delivery agreement shall be governed exclusively by STÄUBLI's order confirmation. In the event of delivery without separate order confirmation, the delivery note shall serve as order confirmation.

A customer's preliminary call-offs placed under an order and call-off schedule shall become binding for STÄUBLI only if the call-off is not contradicted within a period of five (5) working days.

As a general rule, changes subsequently requested by the customer will only be considered before the start of production or in exceptional cases if such changes are still feasible. In cases where subsequent changes lead to price and/or delivery date adjustments, STÄUBLI will inform the customer immediately. In that case the customer shall also inform us immediately in writing whether he agrees to the proposed adjustments or whether he wishes to retain the original contract.

3. CANCELLATION OR MODIFICATION OF ORDERS

All orders placed with STÄUBLI are firm and definitive. Contract cancellations are only possible by mutual agreement. STÄUBLI is entitled to invoice the partial value of the contractual services already rendered and to demand compensation for loss of profit.

4. PRICES – EQUIPMENT SOLD

The prices, information and characteristics presented in the catalogues, specification sheets or other documents are for information purposes only and under no circumstances shall they be considered as firm offers. These documents are not legally binding. Prices are quoted exclusive of all taxes for products shipped ex-works, unpacked, un-assembled and non-operational. The customer shall bear all taxes, fees, costs, tax stamps and insurance premiums. For deliveries abroad, all taxes, duties, fees, and inspection costs shall be borne by the customer, as well as any costs incurred pursuant to foreign legislation. Furthermore, at any time and without notice, STÄUBLI reserves the right to carry out such modifications or improvements as it deems necessary on any product and the customer shall not be entitled to bring a claim for any damage arising therefrom.

A handling fee of thirty (30) euros shall apply to any order for a net amount of less than one hundred (100) euros exclusive of taxes.

The details specified in STÄUBLI's price lists are always subject to change without unless STÄUBLI specifies a binding period of validity for STÄUBLI. Cost estimates are also non-binding, unless expressly agreed otherwise.

5. PAYMENT

Unless otherwise provided in any special terms, customers shall make all payments net, cash, without discount and at STÄUBLI's office. A down payment upon order placement is required for all capital goods and no interest shall accrue thereon. Any bills of exchange enclosed with invoices for acceptance must be returned to STÄUBLI accepted within seven (7) days. Interest for late payment, equal to seven (7) percentage points p.a. above the respective base interest rate of the European Central Bank, can rightfully and with no requirement for formal notice be applied in case of non-payment by the due date.

In case of the execution of an order, STÄUBLI reserves the right to require guarantees for payment and the proper performance of financial undertakings, should the customer's financial situation deteriorate, shown either by non-payment of the due amount at the agreed date or by an examination of the customer's financial and accounting documents or by any other means demonstrating this deterioration in a tangible way. In such circumstances, STÄUBLI reserves the right to solicit such guarantees as are required to safeguard its rights or to suspend the performance of pending orders without prejudice to any cancellation of the order at its discretion. If the customer has not paid within three (3) months from the payment date the whole or the part of the contract price which have become due, STÄUBLI shall be authorized to put a stop to any remaining shipments and, after the giving of formal notice, to cancel the order by virtue of the customer's fault and to its detriment. It is expressly stipulated that in this case, any outstanding amounts will be subject to a fixed, lump sum surcharge equal to fifteen percent (15%) of the amount of the payable debts, by way of a liquidated damages clause, without prejudice to any and all interest, costs and fees that could be incurred by litigation. The customer is permitted to prove that there was no damage at all, or the damage is considerably lower than the lump sum of fifteen percent (15%). Any debt collection costs that STÄUBLI may be required to incur and fees of representatives of the law shall be borne by the defaulting customer.

In the event that the customer sells, transfers or pledges its business or equipment or contributes its business or equipment to a company or one of the payments or the acceptance of a bill of exchange is not made on the agreed date, all amounts due will become payable whatever their due dates.

The customer may offset STÄUBLI's claims only if his counterclaims have been legally established, acknowledged in writing by STÄUBLI, and are due for payment. The customer is authorized to practice retention rights only in so far as his counterclaim is based on the same contractual relationship.

If errors are found in the invoicing documents after final payment, the final invoice shall be corrected by STÄUBLI. STÄUBLI and the customer are obliged to reimburse each other for the amounts accruing to them after correction, without payment of interest.

6. DELIVERY - TRANSPORT DELIVERY

Unless otherwise clearly provided, delivery shall be deemed to have been made as soon as the products are made available at the STÄUBLI plants, prior to loading. Such products shall be deemed to have been removed and delivered at this time. Unless a firm deadline has been agreed upon in any special terms, delivery periods are estimates only. Delivery periods start to run from the moment STÄUBLI has confirmed the order and has received the down payment provided for in the order. In case of sales abroad, the various authorizations (import license, foreign exchange transfer authorization, etc.) must have been obtained by the customer beforehand. Any modification of an order in the process of being performed, if accepted by STÄUBLI, leads to an extension of the agreed delivery period in the way indicated by STÄUBLI to the customer.

If the customer does not remove the products from STÄUBLI's premises, or refuses to accept such products, and upon the expiry of the delivery period, the risk shall pass to the customer with effect from the day on which the products are made available on STÄUBLI's premises and STÄUBLI shall have the right to store the products at the customer's expense and to request the reimbursement of freight and handling costs. If the delay in removing the products from STÄUBLI's premises exceeds two (2) weeks from the date on which the products were made available, or if the customer refuses to accept delivery, STÄUBLI shall have the right to terminate the contract, resell the products and claim the difference between the initially agreed price and the resale price.

If preparatory works are necessary for the delivery of the products, the customer shall in good time undertake these preparatory works in accordance with STÄUBLI's instructions to ensure that the conditions necessary for installation of the products are fulfilled. For this purpose, the customer shall make available free of charge all and any necessary equipment, materials and/or resources of any kind.

If the customer fails to fulfil correctly and in time its obligations necessary for carrying out installation, STÄUBLI shall arrange for storage of the products at the customer's risk and expense and the customer shall pay any part of the contract price which, but for the default, would have become due.

TRANSPORT

The customer shall be responsible for signaling any reservations to the carrier regarding missing products and/or damaged parcels upon receipt of the products. Such reservations must be written on the carrier's document and the delivery slips and reported to the carrier upon the receipt of the products at the latest. If the missing of and/or the damage to a product and/or parcel is not recognizable, reservations must be made within a maximum of seven (7) days, calculated in accordance with the provisions of § 438 II HGB. All reservations must be sent by registered letter with return receipt and with a copy sent to STÄUBLI within the same period. Under no circumstances shall STÄUBLI be liable for any destruction, damage, loss or theft occurring during the transport of the products.

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7. PASSING OF TITLE AND RISKS – RETENTION OF TITLE

STÄUBLI retains title and right of disposal of all products delivered until all of STÄUBLI's claims arising from the business relationship are fulfilled. Here all deliveries are considered to be a continuous delivery transaction. In case of current account the retained title secures the amount of balance.

In case of payment by check or bill of exchange, payment shall be deemed to have been made upon bank acknowledgement of received payment. Notwithstanding the title retention clause relating to the sold products, the risks pertaining thereto (including the risks of loss or destruction) shall pass to the customer upon delivery of the products as defined in clause 6. Accordingly, the customer agrees to insure the products sold subject to title retention, at his expense and in the name of STÄUBLI, against all risks that they may sustain or cause until the products have been paid for in full. The customer shall handle the products with due care. Necessary service and/or maintenance of the products shall be performed by the customer at the customer's own expense and in due time.

The customer also agrees to inform STÄUBLI of any material or judicial occurrence that may affect the products subject to the title retention clause. The customer has to inform third persons about the retention of title, who access the products, especially by way of attachment.

Should STÄUBLI suffer a loss of rights as a result of third-party's access, the customer shall be obliged to indemnify STÄUBLI against the damage including all costs incurred by STÄUBLI for legal prosecution.

The customer may resell or process the products subject to the above retention title only in the course of his regular business. The customer may not pledge the products or transfer the title to provide a security. In case of resale the customer hereby assigns the claims arising out of such resale to STÄUBLI to provide a security – in case of co-ownership of the product in ratio of the share of the co-ownership. Other claims that replace the product subject to the above retention of title, e.g. insurance claims or claims in tort in case of loss or destruction, are hereby assigned to STÄUBLI as well. The customer shall be entitled to receive the payment on the assigned claims.

If the customer processes the product, the processing is on behalf and on account of STÄUBLI as manufacturer. STÄUBLI acquires immediate ownership or – if material from multiple owners is processed, or if the value of the new product is higher than the value of the product subject to the above retention of title – co-ownership of the new product in relation of the value of the product subject to the above retention of title to the value of the new product. If STÄUBLI does not acquire ownership, the customer hereby assigns his future ownership or co-ownership of the new product to STÄUBLI to provide a security. In case of combination or commingling of the product subject to the above retention of title with other goods to one unitary item and if one of the other goods is considered as the main item, the customer hereby assigns co-ownership to STÄUBLI pro rata, as far as the main item is owned by the customer.

In case of default in payment by the due date, and after a respite set by STÄUBLI has expired, STÄUBLI has the right to demand the immediate return of the products at the customer's expense, automatically entailing the cancellation of the sale. In such circumstances, the customer shall have to compensate the loss sustained by STÄUBLI due to any depreciation of the value of the products and in any case, from the fact that the products were unavailable as well as any other damage that STÄUBLI may show. The customer shall also cover expenses related to the recovery of the cost of products and any other damage that STÄUBLI may show. The customer shall pay STÄUBLI a fine in the amount of 0,5 % of the price of unpaid products per day of delayed return as of receipt of the registered letter with return receipt in which such return is requested, but not more than ten percent (10%) of the price of the unpaid products in total. Any down payments or deposits made by the customer shall be set off against any amounts payable by the customer under the terms of this clause.

STÄUBLI will release the product subject to the above retention, respectively the replacing products and claims, upon STÄUBLI's election, insofar as the above securities exceed the secured claim by more than 10%.

8. WARRANTY

The STÄUBLI warranty only applies to products delivered by STÄUBLI and exists only towards the customer of STÄUBLI. It does not apply to any third party purchaser. The assignment of warranty claims is subject to STÄUBLI's prior approval, which approval may only be refused by STÄUBLI for justified cause. The warranty covers any manufacturing defects or defects in materials from the delivery date as specified in article 6 and where such products are used under normal operating and maintenance conditions for a period of one (1) year by default.

To invoke the provisions of the warranty, the customer must notify STÄUBLI in writing and within the above stipulated period, of the defects allegedly found in the products and provide proof thereof. The customer must facilitate the assessment of these defects and their repair by STÄUBLI.

The customer must not, save in the event of STÄUBLI's prior express consent, carry out the repairs himself or have them done by a third party.

Under the terms of the warranty STÄUBLI may choose whether to repair or replace, ex-works, all the parts covered by the warranty and found to be defective by STÄUBLI.

Any works required under the warranty obligations shall in principle be carried out at STÄUBLI's premises, after the customer has returned to STÄUBLI, at the customer's expense, the defective supplies or parts. Repairs or replacements made under the terms of the warranty shall not extend the warranty period. Parts replaced during the warranty period shall be returned to STÄUBLI and shall become owned by STÄUBLI.

STÄUBLI excludes all liability for and the warranty shall not cover any defects (and any damage of any kind whatsoever arising therefrom) resulting from:

- any assembly or installation of the products that does not comply with STÄUBLI's instructions or specifications (documentation, operating and assembly instructions, special recommendations, etc.) or professional standards, or defects and the consequences thereof in case the start-up was carried out by the customer whereas STÄUBLI had stated that it was to carry out the start-up itself,
- abnormal use of the products (e.g. overloading of the equipment etc.), defective maintenance, lack of supervision, negligence (e.g. continuing to use a component or a part of a piece of equipment proving to be defective that could lead to more substantial damage to the piece of equipment or surrounding equipment delivered by STÄUBLI), unsuitable storage conditions,
- any use other than the use for which the products were intended, or any abnormal use or use that does not comply with STÄUBLI's instructions,
- materials supplied or a design imposed by the customer, or from servicing or maintenance performed on the products by third parties not expressly authorized by STÄUBLI,
- defects and the consequences thereof resulting from normal wear and tear of the product,
- a non-STÄUBLI product being used with, assembled with or integrated into a STÄUBLI product. STÄUBLI shall not be held liable for any damage whatsoever resulting from such combination.

STÄUBLI shall not be liable for any warranty that is not listed in clause 8. Unless otherwise specifically provided in writing, no warranties relating to results or performance of products are granted to customers apart from the warranty regarding the technical characteristics of the product as described in STÄUBLI commercial documentation.

9. LIMITATION OF LIABILITY

STÄUBLI's liability, regardless of which legal ground, especially for loss of production, loss of profit, loss of use or loss of contracts shall be disclaimed.

STÄUBLI shall be liable according to the provisions of applicable law in case of breach of fundamental contract obligations. Fundamental contract obligations are the obligations to timely delivery and installation of the product, the absence from defects which affect the functionality or usability of the product more than just in a negligible way, as well as other obligations whose fulfilment enables the proper implementation of the contract and whose observance is regularly relied upon.

If STÄUBLI is liable for negligence, STÄUBLI's liability shall be limited to the typically predictable damage; it shall also not exceed the amount covered by STÄUBLI's product liability insurance.

The aforementioned limitations of liability shall also apply to STÄUBLI's agents and assistants in performance.

STÄUBLI's liability for culpable damage to life, body or health as well as STÄUBLI's liability under the Product Liability Act as well as STÄUBLI's liability in case of intent or gross negligence shall remain unaffected.

10. CLAIMS AND RETURNS

To be valid, any claim related to a visible defect must be made in writing within 8 (eight) days after STÄUBLI has made the products available. If a complaint about defects or a notice of loss is not made within such period, the goods shall be deemed approved and any warranty claims and/or claims for damages shall be deemed forfeit. In the event of a dispute, STÄUBLI may invoke the defense of failure to give notice of defects or damage even if it was not raised out of court.

Returns are only permitted if they have been accepted by STÄUBLI in advance and can be repaired or replaced at STÄUBLI's absolute discretion. Returns have to be transported to the respective STÄUBLI warehouse facility, it being understood that the shipping expenses and all related costs must have been paid by the customer.

Parts that have been manufactured according to the customer's specifications or plans will not be taken back or replaced.

11. INTELLECTUAL PROPERTY

STÄUBLI retains all rights to the intellectual property rights and know-how related to the products sold, whether or not such items were developed in connection with such request. STÄUBLI grants the customer the right to use any software which may be provided with the products sold as stated in the user license provided with such software. The customer undertakes to comply with the terms and conditions of such license, failing which such customer shall be held liable. The customer also undertakes not to infringe any of STÄUBLI's intellectual property rights and represents that he has full knowledge of such rights.

The customer undertakes neither to remove the trademark from products nor to reproduce or procure the reproduction of the trademarks, design rights, patents and any other industrial or intellectual property rights held by STÄUBLI, in whole or in part, and nor to provide third parties with any information of any kind whatsoever enabling the partial or complete reproduction of such rights, failing which legal action will be taken.

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12. STUDIES, DRAWINGS AND FILES

STÄUBLI has and shall retain full ownership of any studies, documents or technical information provided to the customer concerning the products supplied thereto (plans, drawings, propositions etc.). These documents can neither be reproduced nor communicated to third parties, particularly competitors. They must be returned to STÄUBLI upon request. The provided files, studies and drawings are not binding and STÄUBLI reserves the right to modify the products in any manner it deems necessary during the final execution of the order. In all cases, the customer is responsible for verifying the studies, projects and calculations provided to the customer by STÄUBLI and for checking that they comply with the conditions of use expected by the customer.

13. EXPORT CONTROL

Certain products and related technology and documentation sold by STÄUBLI may be subject to national, foreign, or international trade and export control laws and regulations («Export Laws»). Diversion contrary to such Export Laws is prohibited and the customer will comply with them regarding export, re-export, re-sale or use of the products. The customer will not export or re-export, directly or indirectly, the products and related technology and documentation to any country, entity or person under sanction or embargoes. The customer will not use the products in relation to nuclear, biological or chemical weapons or missile systems capable of delivering the same or in the development of any weapon of mass destruction.

In case the export of the products to the customer is subject to license, the customer shall promptly provide STÄUBLI with all assistance, information and documents required to obtain the official approvals, licenses and authorizations by the national authorities for export. Especially the customer will declare, upon STÄUBLI's request, the intended final destination, the end-user and the nature of use of the products.

In case the delivery of the products is restricted or forbidden due to Export Laws, the rights and obligations of the customer will be suspended until obtaining of the license or lifting of the export ban and the contract may be cancelled without any liability or compensation from STÄUBLI.

The customer shall inform STÄUBLI if it intends to export the products and it is the responsibility of the customer to declare to STÄUBLI the intended final destination, the end-user and nature of use of the products, and the customer is ultimately responsible for ensuring that all such exports comply fully with the national export laws.

The customer shall acknowledge that the above obligations will survive at the end of the contract.

14. FORCE MAJEURE

STÄUBLI will not be held liable for the non-execution or delayed execution of contractual obligations caused by force majeure. "Force majeure" shall be understood as an external event without any operational context and which cannot be averted, even with the utmost diligence that can reasonably be expected. If such an event of force majeure occurs, STÄUBLI will be temporarily or even permanently released from its contractual performance obligations without the customer being entitled to claim damages.

Unforeseen obstacles to performance or delivery, such as the occurrence of pandemics or other outbreaks of diseases and epidemics, shall generally constitute a case of "force majeure". Equivalent events of force majeure are strikes, delivery delays at upstream suppliers, lock-outs, effects in the sense of natural disasters (fire, lightning and flooding), embargoes and short-time work ordered as an effect of such events.

In cases of "force majeure" STÄUBLI will be initially entitled to a reasonable extension of the delivery period. STÄUBLI will be released from the performance of the contract until the causes of "force majeure" have been removed. Where it is objectively not possible to continue the execution of the contract within two (2) months from the occurrence of the event, the parties to the contract are obliged to start negotiations on contract adjustments. Should these negotiations fail, each party shall be entitled to withdraw from the contract within 30 days from the failure of the negotiations.

15. DATA SECURITY

The personal data gathered for the performance of the contract shall be processed in secure environments and according to the German data protection law. The customer shall have the right to access, modify, rectify and delete the personal information by contacting STÄUBLI's office.

STÄUBLI and the customer will only employ personnel for the performance of the contract who have been obligated by them to maintain data secrecy in accordance with the Federal Data Protection Act (BDSG). It is their duty to ensure that all employees entrusted by them with the processing and execution of the contract will duly observe the provisions of the Federal Data Protection Act (BDSG). They shall undertake to provide the other party, upon that party's request, with all information and supporting documents required to guarantee data protection. Upon the other party's request, they will also ensure the staff employed by them will be personally obliged to compliance with data privacy protection.

16. CONFIDENTIALITY

STÄUBLI and the customer agree to treat as secret and confidential any and all information (e.g., business and trade secrets, data on the sequence of results, or other technical or commercial information of any kind) disclosed to them by the other contractual partner and to use such information exclusively for the purpose of the contract. The information must never be brought to the attention of third parties; This obligation to secrecy does not apply to the employees assigned to a particular contract or to other vicarious agents who require the information for the execution of the contract.

The obligation to maintain secrecy shall survive for a period of 5 (five) years after termination of the respective contract.

The obligation to maintain secrecy shall only apply to information which

- has been or will be in the public domain, or which
- was disclosed the other contracting party by a third party without violation of the obligation of secrecy.

Any confidential information received and/or stored in electronic form by the other contracting party must be protected against unauthorized access in the same way as personal data, in accordance with the Federal Data Protection Act (BDSG) and the General Data Protection Regulation (GDPR).

17. JURISDICTION – APPLICABLE LAW

ANY DISPUTE ARISING FROM THIS CONTRACT, EVEN IN THE EVENT OF MULTIPLE DEFENDANTS OR THE INTRODUCTION OF THIRD PARTIES, SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE GERMAN COURTS OF THE PLACE OF STÄUBLI'S REGISTERED OFFICE, LOCATED IN NORDERSTEDT. Payment by bills of exchange shall neither substitute nor depart from this jurisdiction clause. In the event of a dispute, German law shall be exclusively applicable and the German version of these general terms and conditions shall be authoritative. The application of the UN Sales Law (CISG) shall be excluded.

18. SEVERABILITY CLAUSE

In case any provision in these terms and conditions or within the framework of other agreements should be or become ineffective, that shall not affect the effectiveness of all of the other provisions or agreements. Ineffective provisions shall be replaced by such provisions that come as close as possible to the intended economic purpose of regulation. If the parties fail to make a replacement in time, the legal provisions shall apply in place of the ineffective clause.

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