

General Terms and Conditions

of URG GmbH for the sale of hardware in the B2B field

1. Scope of application of these Terms

- 1.1. In addition to the specifications and price lists applicable at the time of conclusion of an agreement, these General Terms and Conditions (hereinafter referred to as "Terms") of United Robotics Group GmbH, An der Riede 2, 28816 Stuhr (hereinafter referred to as "URG") apply to customers (hereinafter referred to as "Customer(s)") for the sale of hardware – unless provided otherwise – if Customers are natural persons, legal entities or partnerships having legal capacity acting in pursuit of their commercial or independent professional interest upon conclusion of the legal transaction.
- 1.2. Within their scope of application, the Terms, specifications and price lists of URG including any documents possibly referred to thereunder shall apply exclusively.
- 1.3. Subject to an express arrangement set down for the individual agreement providing otherwise, the Customer's General Terms and Conditions shall not apply. The foregoing provision shall also apply if URG did not expressly object to their application.

2. Use of (third-party) software

- 2.1. If provided for expressly in the agreement with the Customer, URG shall perform the initial installation and configuration of the Third-Party Software required for using the hardware (including but not limited to the operating software). With regard to the Third-Party Software, the licensing or usage terms and conditions of the respective manufacturer or third party (hereinafter referred to as "Licensor"), which have to be accepted by the Customer, shall apply exclusively.
- 2.2. There shall be no transfer of other obligations (re-installation, maintenance and servicing or similar) by URG unless agreed otherwise.

3. Prices and payment conditions

- 3.1. Unless otherwise stated, all prices are net prices in Euro. The prices shall apply without discounts or other rebates ex works/warehouse (EXW Incoterms 2020), without packaging, disposal costs, transport, insurance, assembly and commissioning, plus the applicable value added tax, customs duties and other public charges.
- 3.2. Unless advance payment has been agreed, the purchasing price shall become due 14 days after delivery and shall be paid to the account of URG without any deductions. Upon expiration of this term, the Customer falls into arrears without this requiring a separate payment reminder.
- 3.3. The Customer shall not be entitled to set off claims by URG or to assert a right of retention unless their counter-claims have been established as final and absolute or are undisputed.

4. Conclusion of agreements, reservation of correct and punctual self-delivery

- 4.1. Presentation of hardware, e.g. on the website of URG, in sales brochures, advertisements, etc., or within the scope of provision of individual hardware or hardware parts for testing purposes is non-binding and for advertising purposes and shall be deemed to only be an invitation to the Customer to submit an offer.
- 4.2. It is at URG's sole discretion to accept an offer submitted by the Customer. To allow URG to assess whether it should accept the Customer's offer, the Customer shall be bound to their offer for ten (10) days.
- 4.3. Ways for a binding notice of acceptance by URG after reviewing the order may include but are not limited to an order confirmation, confirmation of shipping or shipping of the order.
- 4.4. The proper fulfilment of the agreement by URG is subject to reservation of correct and punctual delivery to URG itself. In the event of the goods not being available in full or in part, URG is entitled to cancel the purchasing agreement if URG does not bear any fault for such non-availability. URG is obligated to immediately inform the Customer of such non-availability and to immediately reimburse any consideration possibly already received from the Customer in the event of cancellation based on such non-availability.

5. Delivery and reservation of title

- 5.1. Deliveries to the Customer shall be made FCA Incoterms 2020. The Customer shall be free to immediately pick up the hardware at the place indicated by URG or to ensure sufficient insurance coverage of the transportation of goods.
- 5.2. URG is entitled to provide the hardware ordered by the Customer in several partial deliveries unless this is unreasonable for the Customer. URG shall bear possible additional costs incurred by the partial delivery for the deliveries following the initial partial delivery. The Customer's claim for full performance shall remain unaffected.
- 5.3. The delivered hardware (also referred to as "reserved goods" in this section 5) remains the property of URG until all claims resulting from the business relationship with the Customer have been settled.
- 5.4. If the Customer acts in breach of the agreement – including but not limited to falling into arrears with a payment –, URG is entitled to cancel the agreement after fixing an appropriate respite for the performance and such respite expiring. The Customer shall bear the transport costs incurred by the repossession.
- 5.5. The Customer must treat the reserved goods with care. At their expense, they shall take out sufficient insurance for them for fire and water damage and theft at replacement value. If maintenance and inspection work is required, the Customer must perform it in due time at their own expense.

- 5.6. The Customer is entitled to resell the reserved goods in the ordinary course of business. In this case, the Customer assigns his claim against his customer to URG in the amount of the claim to which URG is entitled. URG will disclose the assignment and collect the claim against the Customer's buyer only if the Customer is in default of payment to URG.
- 5.7. In the event of the reserved goods being seized by third parties or other third-party interventions, the Customer must advise them of URG's title and immediately notify URG in writing to allow URG to assert its title. If the third party may not reimburse the costs in or out of court incurred in this regard to URG, the Customer shall be liable for such costs.

6. Liability for defects

- 6.1. The statute of limitations for claims for defects is reduced to one year upon delivery. Such reduction shall not apply for wilful intent or gross negligence on the part of URG, in the event of fraudulent concealment of the defect or personal injury or in case of claims under the Product Liability Act.
- 6.2. In the event of a defect, URG has the option of choosing the respective supplementary performance (subsequent improvement or subsequent delivery). At its option, URG is entitled (a) to repair the hardware with new parts or parts equivalent to new parts in their performance and operability or (b) to replace the hardware with a model consisting of new parts and/or used parts in mint condition with regard to their performance and operability.
- 6.3. Within the scope of subsequent improvement or subsequent delivery, URG is entitled to upgrade the Third-Party Software installed on the subject hereunder to the most current version provided by the respective Licensor if this is deemed acceptable to the Customer and is not associated with additional costs. 2.1 to 2.2 shall apply accordingly for installing the upgrade within the scope of supplementary performance.
- 6.4. In their own interest, the Customer is responsible for performing regular data backups. In a warranty case, it may be required to replace or temporarily erase the data storage (reformatting) of the subject hereunder which may result in loss of data. Therefore, the Customer is obligated to perform a data backup prior to subsequent improvement or subsequent delivery by URG.

7. Duty to maintain safety, liability

- 7.1. Insofar as the subject hereunder is able – in conjunction with HT Standard Applications of URG and Third-Party Software installed by the Customer or URG within the scope of initial installation – to make automated decisions and/or act independently, the Customer shall ensure that it is monitored by a human at all times. The legal duty to maintain safety in this regard falls to the Customer. This includes but is not limited to the Customer having to take appropriate measures to prevent personal injury and material damage with regard to the specific dangers and risks coming from

automated software and an automated robot (e.g. the possibility of it causing material damage or personal injury by impact damage or similar).

- 7.2. URG is liable according to the statutory provisions for damages caused by culpable violations to life, body or health caused, in case of wilful or gross negligent breaches obligations, in case of assumption of guarantees ("Garantien") or a procurement risk and in case of liability under the Product Liability Act.
- 7.3. If URG breaches slight negligently a material contractual obligation, the fulfilment of which is required for proper fulfilment of the agreement and on which the Customer may depend in the ordinary course of business, URG shall be liable for the typical and foreseeable damage. Any liability for loss of production, loss of profit and indirect and consequential damages is excluded.
- 7.4. In case of data loss by the Customer occurring due to proper use of the subject hereunder; liability is limited to the damage which would have been incurred if data had been backed up properly.
- 7.5. In the event of a breach of any other obligations, liability of URG is excluded.
- 7.6. If liability of URG is excluded, this also applies for claims asserted against its bodies, employees or vicarious agents.

8. Confidentiality, Reverse Engineering

- 8.1. The Customer shall treat all documents or other information provided by URG as confidential. This also applies if the information does not meet the requirements of a business secret within the meaning of § 2 German Trade Secrets Act (*GeschGehG*).
- 8.2. This does not apply if the information was independently developed by the Customer, was provided to the customer by third parties without breach of a confidentiality obligation, is publicly known, or the customer is obligated to disclose the information due to a legal, official or judicial order.
- 8.3. Reverse engineering with regard to products or services delivered by URG within the meaning of § 3 *GeschGehG* is prohibited.

9. Data protection

URG processes personal data in line with the data privacy statement the Customer may view at any time at [Data Privacy – United Robotics Group](#).

10. Other applicable law, place of jurisdiction and severability clause

- 10.1. The parties hereunder are aware that the subject hereunder may be subject to export and import restrictions. This includes but is not limited to obligations to obtain a permit or restrictions of use in foreign countries. The Customer shall comply with applicable export and import control regulations of the Federal Republic of Germany, the European Union and the

United States of America and all other relevant provisions. Fulfilment of the agreement by URG is conditional to such fulfilment not being impaired by national and international regulations of export and import law and other legal provisions.

- 10.2. The agreement is subject to German law excluding the CISG.
- 10.3. If the Customer is a merchant, a corporate body under public law or a special fund under public law, the place of jurisdiction for all disputes arising from contractual relationships between the Customer and URG is the respective court at URG's place of business.
- 10.4. If the Customer has its registered office outside the Federal Republic of Germany, URG as plaintiff is entitled to call upon an arbitral tribunal which shall finally decide under exclusion of ordinary jurisdiction according to the Rules of Arbitration of the International Chamber of Commerce (ICC) by one or more arbitrators appointed according to these Rules. In the event of a decision by a sole arbitrator, such arbitrator shall be appointed by the International Court of Arbitration of the ICC. The language of the proceedings shall be German. The place of the arbitral tribunal shall be Düsseldorf.