

A. General Provisions

1. Scope of application

- a) All services provided by United Robotics Group GmbH, An der Riede 2 28816 Stuhr, Germany (United Robotics) are provided exclusively on the basis of the following General Terms and Conditions of Service (ASB), which the Client acknowledges by concluding the contract. The ASB only apply if the client is an entrepreneur (§ 14 BGB), a legal entity under public law or a special fund under public law.
- b) The following conditions apply to all business transactions. They also apply to future business relationships, even if they are no longer expressly agreed. The GTC apply in particular to the provision of service, maintenance, inspection and repair services (services) on movable property (service items), regardless of whether they are products of United Robotics or third parties.
- c) Unless otherwise agreed, the GTC in the version valid at the time of conclusion of the contract or at least in the version last communicated to the Client in text form shall also apply as a framework agreement for similar future contracts, without United Robotics having to refer to them again in each individual case.
- c) Other provisions, in particular the Client's general terms and conditions, do not become part of the contract, even if they are not expressly contradicted. This shall also apply if United Robotics executes the delivery to the Client without reservation in knowledge of the Client's General Terms and Conditions.
- d) Individual agreements made with the Client in individual cases (including ancillary agreements, additions and amendments) shall in any case take precedence over these GTC. Subject to proof to the contrary, the content of such agreements shall be governed by a written contract or a written confirmation of United Robotics.
- e) If United Robotics sells spare parts or other goods and objects to the customer without connection with services, this shall be done exclusively in accordance with the applicable General Terms and Conditions of Sale of United Robotics.
- f) References to the applicability of statutory provisions are only of clarifying significance. Even without such clarification, the statutory provisions therefore apply, insofar as they are not directly amended or expressly excluded in these GTC.
- g) The German version of these General Terms and Conditions shall prevail in principle and in cases of doubt.
- h) In addition to and taking precedence over the General Provisions (A.), the General Terms and Conditions of Service (B) shall apply in the cases concerned.
- i) In the event of contradictions among the regulations, the following order shall apply: (1) mandatory legal requirements, (2) the contractual agreements between the parties, (3) the provisions of these GTC and (4) the Incoterms in the current version.

2. Shape

- a) Legally relevant declarations and notifications by the Client in relation to the contract (e.g. setting of a deadline, notification of defects, withdrawal or reduction) must be submitted in text form (e.g. letter, e-mail, fax). Legal formal requirements and other evidence, in particular in the event of doubts about the legitimacy of the declarant, remain unaffected.
- b) Contractual agreements as well as their amendments and additions must be made in writing.
- b) Oral agreements of any kind – including subsequent amendments or additions to these GTC – require express written confirmation by United Robotics in order to be effective.
- c) As long as the final clarification of technical details regarding the service items and services of United Robotics and their use is pending, a contract for this is not considered to have been concluded.

3. Import/export restrictions, supplementary provisions

The subject of the Service may be subject to export and import restrictions, in particular in the form of permit requirements or restrictions on use abroad. The Client shall comply with the applicable export and import control regulations, in particular those of the Federal Republic of Germany, the European Union and the United States of America, as well as all other relevant regulations. The performance of the contract by United Robotics is subject to the proviso that there are no obstacles to the fulfilment due to national and international regulations of export and import law or any other legal regulations

4. Offsetting; Retention

The offsetting or assertion of rights of retention by the Client shall only be permissible on the basis of counterclaims that are legally related to the claim of United Robotics and have been legally established or expressly acknowledged by United Robotics in writing. The Client shall only have a right of retention if the Client's claim is based on the same contractual relationship.

5. Data protection

United Robotics processes personal data in accordance with the data protection notice, which the Client can make available at any time at [Data Privacy – United Robotics Group](#).

6. Confidentiality, Reverse Engineering

- a) The Client shall provide all documents or other documents United Robotics. This also applies if the information does not meet the requirements of a trade secret within the meaning of Section 2 of the Trade Secrets Act. Drawings, models, templates and samples as well as similar objects and software may not be transferred or made accessible to third parties. The Client may not use the fact of the business relationship for advertising or public relations purposes without the consent of United Robotics Group.
- b) This does not apply if the information has been independently prepared by the Client, has been transmitted to third parties without breach of a confidentiality obligation, is publicly known or the Client is obliged to disclose it on the basis of a statutory, official or court order.
- c) Reverse engineering within the meaning of § 3 of the Trade Secrets Act with regard to services or products that are United Robotics is prohibited.

7. Applicable law; Place of performance; Place of jurisdiction

- a) Unless otherwise agreed, the law of the Federal Republic of Germany shall apply to these GTC as well as the contractual relationship between United Robotics and the Client to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- b) The place of performance for our services is our respective location. The place of performance for the Client's payment obligation is the registered office of United Robotics, even if the handover should take place at another location as agreed. Notwithstanding this, the place of destination designated by United Robotics shall be deemed to be the place of performance for deliveries and services of the Customer.
- c) The exclusive place of jurisdiction – also international – is the court having jurisdiction at the registered office of United Robotics. United Robotics shall also be entitled to assert claims against the Client before the courts competent for the Client's registered office. Overriding statutory provisions, in particular on exclusive competences, remain unaffected.
- d) If the Client has its registered office outside the Federal Republic of Germany, United Robotics shall be entitled to appeal to an arbitral tribunal, which shall make a final decision under exclusion of ordinary jurisdiction in accordance with the Arbitration Rules of the International Chamber of Commerce (ICC) by one or more arbitrators appointed in accordance with these Rules. In the event of a decision by a sole arbitrator, he or she shall be appointed by the ICC's International Court of Arbitration. The language of the proceedings is German. The venue of the arbitral tribunal is Düsseldorf

8. Severability clause

- a) Should provisions of the specific individual contract be invalid, void or unenforceable in whole or in part, or should they later lose their legal validity or enforceability, the validity of the remaining provisions shall not be affected.
- b) The same applies if it turns out that the individual contract contains a loophole. Instead of the invalid, void, unenforceable provision or to fill the gap, an appropriate provision shall apply which, to the extent legally permissible, comes as close as possible to what the contracting parties intended or would have wanted according to the spirit and purpose of the contract, provided that they had considered the point when concluding this contract or when adding a provision later.
- c) This also applies if the ineffectiveness, nullity or unenforceability of a provision is based on a measure of performance or time (deadline or deadline) prescribed in the individual contract; in this case, a legally permissible measure of performance or time that comes as close as possible to what is intended is to be deemed to have been agreed.

B. Special Terms of Service

9. Differentiation from warranty law under a purchase contract

Insofar as claims of the customer – in particular warranty claims – arise from the original supply relationship for the products of United Robotics, the settlement of such claims shall not take place in accordance with these terms and conditions, but exclusively in accordance with the General Terms and Conditions of Sale of United Robotics.

10. Scope of services

- a) The scope and content of services that have not been agreed upon in a separate service contract with the purchase of the product (service contracts) are determined by the individual order and these General Terms and Conditions of Service. For individual orders, the written order confirmation from United Robotics is generally decisive for the scope of the services.
- b) In the case of service contracts that are concluded with the purchase of the product, the scope and content of the associated services are determined in the respective service contract or the associated service description and these General Terms and Conditions of Service.
- c) Unless provided free of charge via the warranty for defects or included in a service contract, spare parts and wear parts will be invoiced separately in accordance with the service report. United Robotics is entitled to dispose of the replaced parts, unless the customer expressly requests the delivery of the parts when placing the order.
- d) A free rental device can only be used for the period of the service if the provision of a rental device has been individually agreed or is included in the respective service contract. In these cases, United Robotics will endeavour to provide equivalent replacements. In all other cases and subject to availability, it is generally possible to obtain a replacement device for the duration of the service for a fee for use.

11. Dates, deadlines

- a) All dates given by United Robotics are non-binding and are subject to correct and timely self-delivery. If United Robotics is unable to meet binding delivery deadlines for reasons beyond its control (unavailability of the service), United Robotics will inform the customer immediately and at the same time inform the customer of the expected new delivery period. United Robotics strives to meet performance deadlines as far as possible.
- b) Information on completion times is approximate. Completion periods shall commence on the date of the order confirmation and shall only apply subject to the timely clarification of all details of the order and timely fulfilment of all obligations of the Client.
- c) If a binding performance period has been agreed and the content of the service is subsequently changed, an appropriate extension of the performance period for the entire order shall be deemed to have been agreed upon from the legal validity of the amendment to the agreement.
- d) Events of force majeure, e.g. war, labor disputes, unusual weather conditions or the like, entitle United Robotics to postpone the performance for the duration of the hindrance and a reasonable start-up time or to withdraw from the contract in whole or in part because of the part that has not yet been fulfilled. This also applies if such events occur during an existing delay. Force majeure is subject to monetary, trade and other sovereign measures, lockouts, operational disruptions for which we are not responsible (e.g. fire, machine and roller breakage, lack of raw materials and energy), obstruction of transport routes, delays in import/customs clearance, epidemics (including epidemics and pandemics) insofar as a risk level of at least "moderate" has been determined by the Robert Koch Institute, as well as all other circumstances that could not be avoided without United Kingdom Robotics, which make deliveries and services significantly more difficult or impossible. It is irrelevant whether the circumstances occur at United Robotics or another upstream supplier. If, as a result of the aforementioned events, the performance becomes unreasonable for one of the contracting parties, it may withdraw from the contract.
- h) The rights of the Client pursuant to No. 5. this GTC and the statutory rights of United Robotics, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), remain unaffected.

12. Prices, estimates

- a) The services of the service personnel are billed according to the working time spent and any preparation time as well as any other costs to be demonstrated. The remuneration for this shall be calculated in accordance with the document prepared by United Robotics entitled "Prices for Services" in the version in force at the time the order confirmation is issued or the service contract is concluded.
- b) In addition, there are any parts, materials and special services used.
- c) VAT is charged in addition to the respective statutory amount at the expense of the business partner.
- d) For all services performed outside of United Robotics locations, the following applies: The working hours of United Robotics service personnel begin when they enter the business partner's property. Waiting times for which United Robotics or its service personnel are not responsible are at the expense of the customer and may be invoiced separately.
- e) If appropriate, the Client shall be given the expected price for the services when concluding an individual order, otherwise the Client shall be entitled to set price limits.
- f) If the services cannot be performed at the price resulting from the previous regulation in the individual case, or if United Robotics considers it necessary to carry out additional work during the services, the consent of the customer must be obtained if the price is exceeded by more than 15 percent.
- g) If the services are provided at a flat rate after a written agreement, the package price agreement shall no longer be binding if the Client impairs the provision of the services or if a significantly aggravating circumstance arises through no fault of either party.
- e) If a cost estimate with binding price estimates is requested before the performance of the services, this must be expressly requested by the Client. Unless otherwise agreed, such a cost estimate is only binding if it has been submitted in writing or by e-mail. The services provided for the purpose of submitting the cost estimate shall not be charged to the Client insofar as they can be used in the performance of the services.

13. Payment Terms; Late payment

- a) All payments are free of charge and without deduction for United Robotics. Unless otherwise agreed or specified in the invoices, the consideration is due two weeks after completion of the service and must be paid in such a way that United Robotics can dispose of the amount no later than the due date. However, United Robotics is also entitled at any time within the framework of an ongoing business relationship to perform a service in whole or in part only against advance payment. United Robotics declares a corresponding reservation at the latest with the order confirmation. The costs of payment transactions are borne by the client.
- b) Upon expiry of the above payment period, the Client shall be in default. If the payment deadline is exceeded or in the event of default, United Robotics will charge interest at a rate of 9 percentage points above the base interest rate. The right to assert further damages for delay is reserved.
- c) In addition, in accordance with Section 288 (5) of the German Civil Code (BGB), United Robotics is entitled to charge a lump sum payment of € 40.00 in the event of default on the part of the client.
- d) In the event of default of payment by the Client as well as in the event of circumstances that make the Client's solvency appear to be questionable, United Robotics shall be entitled to make all claims against the Client due or to withdraw from the contract in whole or in part.

14. Unfeasible services

The following applies to services that cannot be carried out: Any expenses incurred and to be documented (working time for troubleshooting) as well as the services provided for the submission of a cost estimate will be invoiced to the Client if the services cannot be carried out for reasons for which United Robotics is not responsible, in particular because:

- the complained error did not occur during the investigation;
- third-party spare parts cannot be procured or cannot be procured in time;
- the client has culpably missed the agreed deadline, or
- the contract is terminated prior to the conclusion of the Services for a reason beyond the control of United Robotics.

15. United Robotics Termination Rights

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- a) United Robotics may terminate an individual order or service contract without notice and refuse any service if the service item is not operated in accordance with its terms.
- b) In addition to its statutory rights, United Robotics shall be entitled to terminate the contract with immediate effect if a significant deterioration in the Client's financial situation occurs or threatens to occur and the fulfilment of a claim by United Robotics is jeopardised as a result; the client ceases to make payments or applies for the opening of insolvency proceedings over the client's assets, insolvency proceedings are opened or such an application is rejected for lack of assets.

16. retention of title; Lien

- a) United Robotics retains ownership of all accessories, parts and materials used until all claims have been fully satisfied, in particular the respective balance claims to which we are entitled in the context of the business relationship (balance reservation).
- b) United Robotics is entitled to a lien on the Service Items that have come into its possession on the basis of the Contract due to its claims under the respective Contract. The lien can also be asserted on the basis of claims arising from previously performed work, partial deliveries and other services, insofar as they are related to the object of the service. For other claims arising from the business relationship, the lien only applies to the extent that the claims are undisputed or legally binding.

17. Location of the Services

- a) Unless otherwise agreed, the service is carried out at the respective location of United Robotics.
- b) The Service Object shall be delivered by the Client to United Robotics at its own expense (DDP Incoterms) and shall also be collected there after the Services have been performed (EXW Incoterms).
- c) There is no insurance cover during the performance of the services at the United Robotics facility.
- d) The risk of accidental loss or accidental damage shall be borne exclusively by the Client.
- e) If the customer is late in collecting the service item, it may also be stored elsewhere at the discretion of United Robotics. The costs and risk of storage shall be borne by the Client.

18. Supplementary Regulations for continuing obligations for services at the time of purchase of the product (service contracts)

- a) A Service Agreement comes into force upon its signature by both parties and is concluded for the time specified in the Service Agreement.
- b) Either party is entitled to terminate a service contract without notice for good cause. Good cause for a party exists in particular if the other party has violated a material obligation under the service contract and does not remedy the breach of duty within 15 calendar days of receipt of a written warning.
- c) Every termination must be in writing in order to be effective.

19. Acceptance

- a) If acceptance is necessary and foreseen, the Client shall be obliged to accept the service as soon as it has been notified of its completion and any contractually provided for in the functional test has been carried out, unless the service has a defect that significantly restricts its usability. If there is a non-material defect, the Client may not refuse acceptance. If the acceptance owed by the Client is delayed through no fault of United Robotics, it shall be deemed to have taken place no later than two weeks after notification of the termination of the service.
- b) If the acceptance is delayed through no fault of United Robotics, the acceptance shall be deemed to have taken place after the expiry of two weeks from the notification of the completion of the services.
- c) Upon acceptance, United Robotics shall cease to be liable for recognizable defects, unless the customer has reserved the right to assert a specific defect.

20. Warranty for defects

- a) In the event of a justified defect subject to warranty, United Robotics is initially entitled, at its own discretion, to remedy the defect by rectifying and/or replacing defective components. If either two subsequent performance / repair attempts by United Robotics fail or United Robotics is in default with the owed subsequent performance / repair work for more than three weeks, the Client is

otherwise entitled to withdraw from the contract in the event of insignificant defects to reduce the consideration.

- b) The Client must notify United Robotics in writing immediately of any known defects.
- c) Warranty claims for defects expire if modifications, repairs or services are made to the service item without the written consent of United Robotics. This does not apply if the client proves that the defect is not based on this. Furthermore, defects due to natural wear and tear, excessive or unsuitable use as well as other external influences and causes for which United Robotics is not responsible are excluded from the warranty.
- d) United Robotics is shall be entitled to update the (third-party) software installed on the subject matter of the contract to the current version provided by the Licensor in each case, insofar as this is reasonable for the Client and not associated with additional costs.

21. Other liability

- a) Unless otherwise provided for in these GTC, including the following provisions, United Robotics shall be liable in accordance with the statutory provisions in the event of a breach of contractual and non-contractual obligations.
- b) United Robotics is liable for damages – regardless of the legal basis – within the framework of fault liability in the event of intent and gross negligence. In the event of simple negligence, United Robotics shall only be liable, subject to a milder standard of liability in accordance with statutory provisions (e.g. for care in its own affairs)
 - for damage resulting from injury to life, limb or health,
 - for damages resulting from the not insignificant breach of a material contractual obligation (obligation, the fulfilment of which is essential for the proper performance of the contract in the first place and on the fulfilment of which the client regularly relies and may rely); in this case, however, our liability is limited to compensation for the foreseeable, typically occurring damage. Liability for loss of production, loss of profit as well as indirect damage and consequential damage is excluded.
- c) The limitations of liability resulting from the above letter b) also apply in the event of breaches of duty by or for the benefit of persons for whose fault United Robotics is responsible according to statutory provisions. They do not apply to the extent that United Robotics has fraudulently concealed a defect or has assumed a guarantee for the quality of the goods and to claims of the customer under the Product Liability Act.
- d) If the Client loses data as a result of the intended use of the subject matter of the contract, liability is limited to the damage that would have occurred even if the data had been properly backed up.
- e) Due to a breach of duty that does not consist of a defect, the Client may only withdraw or terminate the contract if United Robotics is responsible for the breach of duty. A free right of termination of the client (in particular according to §§ 650, 648 BGB) is excluded. In all other respects, the legal requirements and legal consequences apply.