

**§ 1 Conclusion of contract and terms of contract**

- I The contracting parties shall be bound by their quotation for 2 weeks.
- II The extent of goods delivered and/or services performed is determined by KUKA Roboter GmbH's quotation and order confirmation.
- III KUKA Roboter GmbH reserves the right to make changes to the agreed form of its goods and services insofar as this is necessary in order to ensure product safety or to comply with statutory regulations. KUKA Roboter GmbH reserves the right to make any changes in the interests of technological progress which are to the Purchaser's advantage, even after order confirmation.
- IV This contract, and all assurances, sub-agreements, amendments and additions hereto shall only be valid if laid down in written form. This requirement can be waived by written instrument only.
- V KUKA Roboter GmbH unrestrictedly reserves the property and copyright exploitation rights in cost estimates, drawings, test programs and other documents. These may only be disclosed to third parties with the prior written consent of KUKA Roboter GmbH. If the order is not placed with KUKA Roboter GmbH or on completion of the order, all drawings and other documents associated with the quotations are to be returned on demand to KUKA Roboter GmbH without delay. Sentences 2 and 3 of the foregoing apply accordingly also to documents of the Purchaser, with the exception that the Purchaser's documents may be made accessible to such third parties as KUKA Roboter GmbH uses for the provision of goods or services in execution of the Purchaser's order.
- VI All deliveries, services and quotations shall be governed solely by the terms of sale of KUKA Roboter GmbH; any standard contract conditions of the Purchaser which conflict with or deviate from said terms of sale will not be recognized by KUKA Roboter GmbH unless the latter has expressly consented in writing to such conditions. The terms of sale of KUKA Roboter GmbH shall apply even if deliveries are performed without any reservations being expressed, despite KUKA Roboter GmbH being aware of the existence of conditions of the Purchaser which conflict with or deviate from said terms of sale.
- VII These General Terms of Delivery and Performance are an integral part of all contracts which KUKA Roboter GmbH concludes with its contractual partners (Purchasers) with regard to the goods or services offered by KUKA Roboter GmbH. They shall also apply to all subsequent deliveries, services and quotations supplied to the Purchaser. In the event of amendments to the standard contract conditions of KUKA Roboter GmbH, the Purchaser shall be notified of these and the amended version shall be communicated in suitable form. Contracts concluded after notification of the amendments shall be governed solely by the amended terms.
- VIII The standard contract conditions of KUKA Roboter GmbH shall only apply to entrepreneurs as defined by Section 14 of the German Civil Code (BGB) if the contract pertains to operation of the business enterprise, and to legal persons under public law as defined by Section 310, Paragraph 1 of the German Civil Code (BGB).

**§ 2 Export-related provisions**

- I Export restrictions may apply to KUKA Roboter GmbH's products.
- II If products to be supplied by KUKA Roboter GmbH are to be exported to a country outside the European Union, the Purchaser shall give written assurance before shipment, installation or assembly that KUKA Roboter GmbH products will only be used for civilian purposes and not in connection with nuclear technology.
- III KUKA Roboter GmbH reserves the right to carry out further export checks. To this end, KUKA Roboter GmbH is entitled to disclose the names and addresses of customers, suppliers and other persons involved in handling the contract to third parties for the purpose of security checks. KUKA Roboter GmbH cannot guarantee the security of data provided to such third parties.

- IV If customers, suppliers or other persons involved, whether directly or indirectly, in the handling of the contract feature on German, European or US sanctions lists, KUKA Roboter GmbH shall be entitled to withdraw from or terminate the contract. After notice of withdrawal or termination, all claims for damages against KUKA Roboter GmbH are excluded.

**§ 3 Prices and payment**

- I Prices are valid for delivery ex works without packaging. Where applicable, sales tax at the current statutory rate will be added to these prices.
- II Prices are commensurate with the general costs prevailing at the time of order placement. Should the cost factors change by the agreed date of delivery or performance, e.g. if the relevant standard wages or the prices of raw materials should increase, then KUKA Roboter GmbH is entitled to increase its prices by the amount of the additional costs actually incurred, if delivery or performance is not completed within 4 months of conclusion of contract. This shall also apply if delivery or performance takes place more than 4 months after conclusion of contract for reasons which lie within the responsibility of the Purchaser. In the event of an increase in statutory sales tax, the additional costs shall be borne by the Purchaser.
- III All payments are to be made in euro to the bank accounts stated on the notepaper of KUKA Roboter GmbH. Payment by check or bill of exchange will be deemed as effected only once redeemed.
- IV Each individual delivery will be invoiced separately. Payment is due within 14 days of the date of invoice. A cash discount will not be granted. After 30 days from the due date, KUKA Roboter GmbH will charge interest at a rate of 8 percentage points above the current interest rate of the European Central Bank.
- V If the Purchaser falls into arrears with his payments, KUKA Roboter GmbH will be entitled to withdraw from the contract and repossess the object of sale in order to safeguard its rights. KUKA Roboter GmbH's statutory rights remain unaffected by such measures. KUKA Roboter GmbH must give the Purchaser prior notice of any such measures and grant him a reasonable period of grace for payment. In the case of payment by agreed installments, KUKA Roboter GmbH is entitled, on delayed payment of one due installment or on bill protest, on suspension of payments by the Purchaser, or in the event of a significant deterioration in the Purchaser's financial position such as might jeopardize the claims of KUKA Roboter GmbH, to require immediate payment of the outstanding contract price. A valid indication of a significant deterioration in the Purchaser's financial position is constituted in particular by insolvency or overindebtedness of the Purchaser, whether already declared or impending, the initiation of compulsory seizure by the Purchaser's creditors, the presentation of uncovered checks, bill protest, the issuing of a statement in lieu of an oath, non-payment of one due installment, or corresponding information provided with due commercial diligence by a bank or a commercial agency.
- VI The Purchaser shall have a right to offset claims if and only if his counterclaims are legally enforced, undisputed or recognized by KUKA Roboter GmbH. Furthermore, the Purchaser is not entitled to exercise any right of retention unless his counterclaim results from the selfsame contractual relationship.
- VII If KUKA Roboter GmbH has agreed to carry out installation or assembly of the object of sale, the conditions specified in § 7, Paragraph II shall apply.

**§ 4 Delivery; period of delivery and/or performance**

- I The place of performance shall be Augsburg.
- II KUKA Roboter GmbH shall only be obliged to keep to the delivery period if the Purchaser has discharged his contractual duties in time. Such duties include in particular the timely provision by the Purchaser of the necessary documents, approvals, releases and other materials, the fulfillment of any advance payment obligations, and the

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fulfillment of all other preconditions, e.g. of a technical nature, for the execution of the contract. If these duties are not discharged in time, a reasonable extension of the delivery period shall be granted.

- III The delivery period shall be deemed to have been observed:
- in the case of deliveries not including installation or assembly, if the goods have been entrusted to the transport personnel within the period. If delivery is delayed for reasons within the Purchaser's control, then the delivery period shall be deemed as observed if notice is given within the agreed period that the consignment is ready for shipping.
  - in the case of deliveries including installation or assembly, as soon as this has taken place within the agreed period. If delivery is delayed for reasons within the Purchaser's control, especially if due to any neglect of his duties as laid down in § 7, then the delivery period shall be deemed as observed if notice is given within the agreed period that the consignment is ready for installation or assembly.
- IV Subsequent requests by the Purchaser for alterations or additions shall extend the delivery period by an appropriate amount of time. The same shall apply in the case of measures related to labor disputes, in particular strikes, lock-outs, or other interruptions to operation, in the event of mobilization, war, riots, spoilage of an essential workpiece, delay in the delivery of essential raw materials and parts, and in the case of other unforeseeable events beyond the control of KUKA Roboter GmbH, if these impediments entail or influence the failure to comply with the delivery period. The aforementioned circumstances are also deemed to be beyond KUKA Roboter GmbH's control if they arise during an already existing delay in delivery time.
- V On non-observance of the delivery period due to reasons other than those mentioned in Paragraph III, the Purchaser may demand a penalty for every completed week of delay amounting to 0.5% of the value of that part of the delivery or performance which cannot be put into useful operation on account of the delayed completion, up to a maximum of 2.5%, insofar as he can provide evidence to substantiate damages of this order of magnitude. In addition, the limitation of liability set forth in § 10 of these General Terms of Delivery and Performance shall apply. The right of the Purchaser to withdraw from the contract on ineffective expiration of a grace period remains unaffected.
- VI If dispatch or delivery is delayed at the request of the Purchaser, he may be charged with storage fees at a rate of 0.5% of the invoiced amount for every month or part thereof, starting one month after notice of readiness for dispatch. The storage fee is limited to 5%, unless proof is provided that higher costs were incurred. This notwithstanding, the Purchaser shall make immediate payment for the delivery.
- VII Delivered goods are to be accepted by the Purchaser even if they exhibit minor defects.
- VIII KUKA Roboter GmbH is entitled to make partial deliveries if (a) the partial delivery is usable by the Purchaser for the contractual designated purpose; (b) the delivery of the remaining ordered partial deliveries is assured, and (c) the Purchaser does not incur any substantial increase in work or costs thereby (unless KUKA Roboter GmbH agrees to bear these costs).
- IX If the Purchaser refuses to take delivery of the tendered goods, then KUKA Roboter GmbH may demand 20% of the purchase price in compensation, without the need to provide proof. KUKA Roboter GmbH reserves the right to pursue claims for higher actual damages unless it can be shown that significantly smaller losses or no loss at all was incurred.
- X Timely performance of the contract is subject to the proviso that KUKA Roboter GmbH has itself obtained correct and punctual delivery from its suppliers.

**§ 5 Transfer of risk**

- I The risk passes to the Purchaser, even where carriage-free delivery has been agreed:
- a) In the case of delivery, when the goods have been entrusted to the transport personnel. Packaging will be carried out in


line with standard commercial practice. Shipping will take place at the cost and risk of the Purchaser.

- b) In the case of delivery including installation or assembly, on the day of acceptance at the Purchaser's premises, provided that acceptance occurs without delay after assembly or installation has been completed such that the delivered items are ready for operation. If acceptance has not yet occurred, the risk passes to the Purchaser on commencement of default in acceptance, but no later than 14 days after the date on which the delivered items were installed or assembled and ready for operation.
- c) When dispatch, delivery or the start or execution of installation or assembly is delayed at the request of the Purchaser or for reasons within his control.
- II At the request and cost of the Purchaser, KUKA Roboter GmbH is willing to take out insurance cover required by the Purchaser.

**§ 6 Retention of title**

- I The delivered goods shall remain the property of KUKA Roboter GmbH until full settlement has been made of all payments as well as of all other claims against the Purchaser arising from this order. Any treatment or processing of the goods including its joining to or combination with extraneous objects by the Purchaser or third parties shall be deemed to have taken place on behalf of KUKA Roboter GmbH. In the case of newly created products, KUKA Roboter GmbH shall have co-ownership corresponding to the value of the delivered goods.
- II The Purchaser shall insure the delivered goods at his own cost against insurable risks. On order placement, the Purchaser assigns any claims to insurance benefits, up to the value of the order price, to KUKA Roboter GmbH as security. He shall advise the insurer of this and inform KUKA Roboter GmbH accordingly. Reassignment shall be deemed to have tacitly taken place on complete payment and full satisfaction of all other claims arising from the order.
- III The Purchaser is not entitled either to pledge or to transfer ownership of the delivered goods by way of security. The Purchaser shall inform KUKA Roboter GmbH immediately in the event of levies of execution, seizure attachments or other jeopardy to the property by third parties by forwarding copies of the relevant documents (e.g. bailiff's return). The costs of any intervention by KUKA Roboter GmbH will be borne by the Purchaser.
- IV To cover the eventuality that the Purchaser should sell the delivered goods before complete payment of the agreed price, he assigns to KUKA Roboter GmbH on order placement his claims from any resale to the value of the order price plus a 10% collection charge as security. This shall apply irrespective of whether the Purchaser sells the delivered goods to one or more parties, whether separately or together with other goods not belonging to KUKA Roboter GmbH, or whether without or after processing or integration into another article. KUKA Roboter GmbH will not collect such claims as long as the Purchaser discharges his payment and other obligations as agreed. At the request of KUKA Roboter GmbH, the Purchaser shall inform the debtors of the assigned claims, advise them at his own cost of the assignment and keep the collected sales revenues for KUKA Roboter GmbH separately from his own assets.
- V If the value of securities for KUKA Roboter GmbH should exceed its claims by more than 15% in total, then KUKA Roboter GmbH is willing, at the request of the Purchaser, to release or reassign the excess securities at his option.
- VI If the system of law applying to the delivered goods does not allow retention of title, but does allow the retention of similar rights relating to the delivered goods, then these rights will be deemed to have been agreed upon between the Purchaser and KUKA Roboter GmbH. The Purchaser is obliged to participate in any measures on which KUKA Roboter GmbH determines for the protection of its property and similar security rights pertaining to the delivered goods. The

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Purchaser may be urged to comply with this and other obligations stipulated in § 6 without further reminder by a preliminary injunction or by corresponding legal measures.

- (1) travel costs; costs for the transportation of tools and personal luggage.
- (2) Payment for the assembly personnel's working time as well as for rest days and public holidays.

**§ 7 Installation and assembly; cooperation of the Purchaser**

I For all kinds of installation and assembly work, the Purchaser undertakes to perform, at his own cost, the following duties:

- a) The timely provision of
    - (1) auxiliary personnel including the necessary skilled and additional workers in the required numbers and with the necessary tools;
    - (2) all excavation, construction, caulking, scaffolding, plastering, painting and other additional work differing from the contractual type of work, including the necessary materials;
    - (3) essential requisites and materials for the assembly and commissioning of the delivered goods, such as construction lumber, blocks, supports, concrete, rough-cast and sealing materials, lubricants, fuels etc; also scaffolding, lifting materials and other devices;
    - (4) motive power and water, including the necessary connections as far as the point of use; heating and general lighting;
    - (5) at the installation site, sufficiently large, suitable, dry, lockable rooms for the storage of the delivered goods, installation materials, tools etc, and adequate work and rest rooms including sanitary installations for the assembly personnel; the Purchaser must take the necessary measures to ensure the protection of the assembly personnel and the property of KUKA Roboter GmbH;
    - (6) safety clothing and safety devices which are necessary due to special circumstances at the installation site and which are not usual for the branch of industry to which KUKA Roboter GmbH belongs.
  - b) Before the start of assembly work, the Purchaser shall, without having to be asked, make available the necessary details about the location of hidden electricity, gas and water lines or similar installations as well as the necessary static data.
  - c) Before the start of installation or assembly work, all delivered parts necessary for the start of work must be on the site and all necessary preparatory work must be so far progressed that installation or assembly can begin immediately after arrival of the assembly personnel and be carried out without any interruption.
  - d) If installation, assembly or commissioning is delayed owing to circumstances – especially those on the construction site – which are beyond KUKA Roboter GmbH's control but which lie within the Purchaser's responsibility, then the Purchaser shall bear, to a reasonable extent, the costs of the waiting period and any additional necessary travel of the assembly personnel.
  - e) The Purchaser shall carefully certify the working hours of the assembly personnel on a weekly basis. The Purchaser shall give the assembly personnel a written acknowledgement of the completion of the installation or assembly work immediately after this work has been completed.
  - f) KUKA Roboter GmbH is not liable for work carried out by its assembly personnel or other vicarious agents, insofar as this work is not in connection with delivery or installation or assembly or is not occasioned by the Purchaser.
- II If KUKA Roboter GmbH has agreed to carry out installation or assembly against individual invoicing, the following stipulations shall apply in addition to Paragraph I:
- a) The Purchaser shall reimburse KUKA Roboter GmbH at the rates agreed at order placement for the working hours and additional charges for surplus, night, Sunday and public holiday work, for work under more difficult circumstances, as well as for planning and supervision. Public holidays shall be as determined by the legal provisions in force at the domicile of KUKA Roboter GmbH.
  - b) The following costs will be reimbursed separately:


**§ 8 Warranty**

- I KUKA Roboter GmbH shall render the agreed service in accordance with the state of the art prevailing at the time of order placement, in line with the relevant legal requirements and with due care and attention as customary in this branch of business.
- II The warranty period is 12 months, commencing on the day of the passage of risk (§ 5) for the delivered goods.
- III KUKA Roboter GmbH shall, at its own option, either repair, newly deliver or newly produce defective goods.
- IV In the case of objects which can be sent to KUKA Roboter GmbH without excessive cost, correction of defects will take place at KUKA Roboter GmbH headquarters. The Purchaser shall package the goods properly and deliver them together with the necessary accessories.
- V If the goods are not located at the place of designated use, the Purchaser shall bear the additional costs incurred for repair, in particular the increased transportation or travel costs.
- VI The Purchaser shall allow KUKA Roboter GmbH reasonable time and occasion for the correction of defects. In case of refusal by the Purchaser, KUKA Roboter GmbH will be discharged from its liability for defects.
- VII Only in urgent cases of endangered operational safety – which must be notified immediately to KUKA Roboter GmbH – or with prior written consent of KUKA Roboter GmbH, shall the Purchaser be entitled to correct any defect himself or have it corrected by a third party and demand reasonable reimbursement of his costs from KUKA Roboter GmbH.
- VIII Of the direct costs arising from the repair or new production of defective goods or services, KUKA Roboter GmbH shall bear the cost of the replacement piece including shipping, reasonable costs due to removal and installation work, and the accrued costs of any personnel assignments required. Under these circumstances, replaced parts become the property of KUKA Roboter GmbH.
- IX Further claims of the Purchaser against KUKA Roboter GmbH or its vicarious agents are excluded, especially claims for damages other than those concerning damage to the delivered goods themselves. This does not apply in the case of intention or gross negligence.
- X If KUKA Roboter GmbH has performed work on the basis of a reported fault for which no evidence has been provided by the Purchaser, KUKA Roboter GmbH may demand reimbursement of the costs incurred.

**§ 9 Exemption from warranty**

- I The Purchaser shall give KUKA Roboter GmbH written notice of defects without delay after delivery of the contract goods. In the case of hidden defects, the Purchaser shall inform KUKA Roboter GmbH in writing without delay after discovery of the defect. If this is not observed, all warranty claims are excluded.
- II KUKA Roboter GmbH shall not be liable under warranty for damage caused by improper use, alteration or manipulation of the contract goods, incorrect installation, repair or maintenance by the Purchaser or third parties. This also applies if the Purchaser or a third party uses accessories which do not conform to the specifications made by KUKA Roboter GmbH or third parties. The foregoing shall not apply if the Purchaser can prove in connection with the reported fault that the above-mentioned influences were not causally linked with the fault.
- III The warranty does not apply to used goods. This does not affect KUKA Roboter GmbH's obligation to pay damages or reimburse expenses due to bodily injury and grossly negligent breaches of duty as laid down in these General Terms of Delivery and Performance.

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IV The entitlement of the Purchaser to the correction of defects is excluded if the fault is not reproducible or cannot be detected using machine-generated readout.

**§ 10 Liability**

- I KUKA Roboter GmbH shall not be liable (a) in the event of ordinary negligence on the part of its executive bodies, legal representatives, employees or other vicarious agents; (b) in the event of gross negligence on the part of its non-executive employees or other vicarious agents, unless this constitutes a violation of basic contractual obligations. Basic contractual obligations are the obligation to execute delivery and installation in due time and without defects, and duties regarding the giving of advice, the assurance of protection and the exercise of due care, which have the purpose of enabling the Purchaser to use the contract goods as provided for in the contract and of protecting the Purchaser's or third parties' personnel from danger to life and limb and the Purchaser's property from substantial damage. Liability under product liability law, for injury to life, body or health, and for willful intent is not affected.
- II Compensation for the violation of a fundamental contractual obligation is – insofar as it is not intentional or due to gross negligence – limited to the typical loss or damage that could be reasonably expected to occur, unless liability must be assumed for loss of life, physical injury or impairment of health, or due to guarantees given. Such claims for compensation lapse after 12 months.
- III Insofar as KUKA Roboter GmbH is liable in principle for compensation for damages, this liability shall be limited to those losses or damages which KUKA Roboter GmbH foresaw on conclusion of the contract as a possible consequence of a breach of contract, or should have foreseen at that time using ordinary care and taking into consideration the circumstances which were known to, or which should have been recognized by, KUKA Roboter GmbH. Furthermore, KUKA Roboter GmbH accepts no liability for indirect damage and consequential damage resulting from defects in the contract goods, unless such damage is typically to be expected with the use of the contract goods for their designated purpose.
- IV Compensation claims for the loss of stored data are excluded if the loss would not have occurred had proper data protection measures been taken; provided that KUKA Roboter GmbH did not fail to instruct the Purchaser in the proper data protection procedures.
- V For claims by the Purchaser for repayment of expenses, the restrictions specified above in § 10, Paragraphs I to III, apply accordingly.

**§ 11 Impossibility; contract adaptation**

- I If it becomes impossible for KUKA Roboter GmbH to execute the delivery or performance or for the Purchaser to fulfill his obligations, the general principles of law shall apply subject to the following provisions: If the impossibility is due to a fault of KUKA Roboter GmbH, the Purchaser shall be entitled to require payment of damages. However, this payment shall be limited to 10% of the value of that part of the delivery or performance which on account of the impossibility cannot be used for the intended operations. Further compensation claims on the part of the Purchaser are excluded. This does not apply if KUKA Roboter GmbH is liable by intention or gross negligence. The right of the Purchaser to cancel the order is not affected.
- II If unforeseeable events in the sense of § 4, Paragraph IV, sentence 2 considerably alter the economic significance or the content of the delivery or performance or will considerably affect the operations of KUKA Roboter GmbH, the order will be adapted fairly and reasonably as far as required by good faith. If this is not economically justifiable, KUKA Roboter GmbH has the right to cancel the order. If KUKA Roboter GmbH intends to use this right of cancellation, it shall inform the Purchaser immediately after realization of the impact of the event, even if at first an extension of the delivery time was agreed upon with the Purchaser.

**§ 12 Jurisdiction**

- I Unique court of jurisdiction for all disputes resulting directly or indirectly from the contractual relationship is the domicile of KUKA Roboter GmbH if the Purchaser is a fully qualified merchant, a legal person under public law or a special asset under public law. KUKA Roboter GmbH is also entitled to sue the Purchaser at the latter's domicile.
- II The contractual relationship is governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG).

**§ 13 Partial invalidity**

If individual provisions of these Terms are or become invalid, the validity of the remaining provisions shall remain unaffected. Invalid provisions shall be replaced by valid provisions whose effect comes closest to the intended commercial purpose of the invalid provisions.

As of May 2007

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