

# General Terms and Conditions of TripleA robotics ApS

Valid from 20/9-2021

## 1. Application of the Terms and Conditions

- 1.1. These **General Terms & Conditions of TripleA robotics ApS** are made available for the buyer via a link on the seller's webpage (bottom of front page), in all email correspondence (in signature) and it is included in ordering and invoicing documents.
- 1.2. Orgalime S 2012 determines the terms and conditions. Ranking above Orgalime S 2012 is the **General Terms & Conditions of TripleA robotics ApS**. Written agreements between TripleA robotics ApS and the buyer will rank above the **General Terms & Conditions of TripleA robotics ApS**. Any changes to the **General Terms & Conditions of TripleA robotics ApS** will only be applicable if explicitly accepted by TripleA robotics ApS in writing on a formal document issued by TripleA robotics e.g. an offer, an order confirmation, a distributor agreement, an OEM agreement etc. An email will not be considered as a formal document in this context.
- 1.3. All our offers, sales and deliveries shall be based on these terms and conditions of sale and delivery; this also applies in an on-going business relationship, even if these terms and conditions are not expressly referred to in the regular correspondence. The buyer's terms and conditions of purchase or other, deviating agreements, if any, apply only if confirmed by us in writing.
- 1.4. We hereby expressly object to any references or counter-confirmations made by the buyer with reference to its terms and conditions of purchase. The buyer's purchase order is accepted by the buyer and the seller as legal binding confirmation that the buyer has read and accepted the **General Terms & Conditions of TripleA robotics ApS** as ranking above possible other terms that are otherwise in the buyer's purchase order. In the event that the buyer claims that it was not possible to know about the **General Terms & Conditions of TripleA robotics ApS** before the buyer issued the purchase order, the buyer is allowed to cancel the purchase order with a deadline of 5 days from the seller's formal order confirmation where the **General Terms & Conditions of TripleA robotics ApS** are always included.

## 2. Offer and Formation of Order

- 2.1. All our offers are valid for 30 calendar days, unless otherwise specifically stated therein, and are subject to the availability of the offered items, at time of the buyer's written notice of acceptance unless written notice of acceptance has already been given.
- 2.2. The buyer's purchase order (which is an offer in the legal sense) shall only become legally binding upon both parties when it is confirmed by us in writing or when we deliver the goods to be supplied.
- 2.3. Any information about weight, measures, volume, prices or performance that is contained in catalogues, brochures, circulars, advertisements, illustrations and price lists is to be understood as an example only. Such information shall only constitute a contractual quality where this has been expressly agreed upon. In all other cases, the properties which our products must possess pursuant to the order shall be determined solely by our product specifications.
3. **Scope of the Delivery**
  - 3.1. The scope of our deliveries shall be as specified by us in our confirmation of the order or, if we do not confirm the order, as specified in our offer.
  - 3.2. The buyer shall have full responsibility for the accuracy of the documents, such as drawings, templates, samples and similar records, in case such are provided by the buyer. All information about measures and similar data must be confirmed by us in writing.
  - 3.3. We reserve the right to deliver in instalments, if full delivery at a confirmed delivery date cannot be honoured.

## 4. Prices

- 4.1. Our prices are "ex works", plus value-added tax(VAT) at the rate applicable from time to time in Denmark. Extra costs for packaging, transport, insurance, customs duties, product certification for the sales territory, etc. shall be charged. This also applies if part deliveries or express delivery have been agreed upon.
- 4.2. The prices stated in our offer/confirmation of the order are based on the calculation available at the time the offer is made or the order is confirmed. If the prices of raw materials, labor or relevant valuta rates change significantly – by at least 10 percent – three months after the order was entered into, we may raise the agreed-upon prices by the proportionate additional cost. The buyer shall be so advised if the situation arises.
- 4.3. The minimum order value is 75 euros.

## 5. Time of Delivery, Default, Lump-sum Damages

- 5.1. The time of delivery shall be the date stipulated in writing in our order confirmation. If the buyer fails to timely provide the documents to be procured by it, or to perform its obligations under the individual order (e.g., payment in advance, compliance with the deadline for approval of the drawing to be approved, etc.), the delivery date shall be postponed for the period of time which corresponds to the delay.
- 5.2. The delivery date shall be deemed met if, by the time of its expiry, the goods to be supplied have left our works or we have made such goods available for delivery and informed the buyer that the goods are ready to be shipped.
- 5.3. In case that the buyer suffers damage or losses as a result of a delay, any such damage or losses shall be expressly excluded from our liability for damages.

## 6. Force Majeure/Delivery by Our Own Suppliers

- 6.1. If, upon conclusion of the order, we are prevented from performing our obligation by unforeseeable, exceptional circumstances – in particular, business disruptions, official sanctions and interventions, delays in the supply of important raw materials and energy supply problems – that we were unable to prevent even though we used reasonable care under the circumstances, the delivery date shall be reasonably postponed to the extent that these circumstances lead to delays. If the above circumstances make delivery impossible, we shall be released from our obligation to deliver.
- 6.2. In the event of strike or lockout, the delivery date shall be reasonably postponed to the extent that such events lead to delays. If delivery becomes impossible, we shall be released from our obligation to deliver.
- 6.3. If we prove that we are not timely supplied by our own suppliers even though we have selected our suppliers with due care and have entered into the required agreements on reasonable terms, the delivery date shall be postponed for the period of time which corresponds to the delay caused by our being supplied late by our own suppliers. If it is impossible for our suppliers to provide us with supplies, we shall have the right to rescind the order.
- 6.4. If the impediment lasts longer than 2 months in the cases set forth in clauses 6.1 to 6.3 above, either party to the order shall have the right to rescind the parts of the order that have not yet been performed.

## 7. Payment

- 7.1. As long as the buyer is not in default with payments owed for previous deliveries from us and there is no significant deterioration in the buyer's financial position that would jeopardize our claim for payment, the buyer shall have the right to make payment within an agreed number of days, calculated from the date of the respective invoice.
- 7.2. If there are outstanding invoices which are payable by the buyer, the buyer's payments shall be used to cover always the oldest claim due.
- 7.3. If the buyer defaults on payment, we may charge interest from the relevant date at a monthly rate of 2% above The National Bank of Denmark's (Danmarks Nationalbank) base rate applicable from time to time.
- 7.4. If the buyer is in default with payments owed for previous deliveries from us or the buyer's financial position deteriorates significantly after the conclusion of the order and such deterioration jeopardizes our claim for consideration, payment shall be made concurrently with the delivery of the goods to be supplied. The buyer can prevent having to make payment concurrently with the delivery by providing security in an amount equal to the purchase price. By placing a purchase order, the buyer gives a guarantee for its solvency or creditworthiness. If doubts exist in this respect, in particular, if we receive adverse notices from credit insurers, we may rescind the order or demand to receive adequate security or advance payments within 4 working days. If this 4-day period expires without our request having been complied with, we may rescind the order. In the event of rescission, we shall have the right to claim damages, in particular, damages for the cost of procuring primary material that cannot be used otherwise. In the event of default of payment, we shall have the right to combine all quantities yet to be supplied in a single delivery and make such delivery contingent upon the buyer paying all invoices due and making an advance payment on the invoices which remain to be paid. In addition, we shall have the right to demand immediate payment of all claims outstanding at the time of default of payment, irrespective of the underlying legal basis, in particular, irrespective of the underlying contractual relationship, and cancel any agreements on payment in instalments that may exist. We shall have a right of retention with respect to all goods yet to be supplied or services yet to be provided until all our outstanding claims have been settled.

## 8. Retention of Title

- 8.1. All goods supplied shall remain our property until the purchase price has been paid in full.
- 8.2. The buyer shall have the right to resell the goods which are subject to this retention-of-title clause in the ordinary course of business; however, the buyer must obtain our consent when pledging or transferring such goods by way of security.
- 8.3. If the goods which are subject to this retention-of-title clause are resold together with other goods, whether without or after being processed, combined or mixed, the above advance assignment shall be limited to an amount equal to the invoice value of the goods which are subject to this retention-of-title clause and are resold together with the other goods.
- 8.4. The buyer shall notify us without undue delay if a third party levies execution against the goods which are subject to this retention-of-title clause or the claims that have been assigned to us in advance and deliver to us any documents and records needed to intervene.
- 8.5. The buyer's authorization to dispose of the goods which are subject to this retention-of-title clause and collect the assigned claims shall expire in the event of default of payment by the buyer, notice of protest with respect to bills and checks and/or financial difficulties on the part of the buyer, in particular, if a petition is filed to institute composition and/or insolvency proceedings. In such cases, we shall especially have the right to take possession of the goods which are subject to this retention-of-title clause, and the buyer shall be obligated to surrender the goods which are subject to this retention-of-title clause to us without us having to first give notice of rescission of the order. The buyer is obligated to surrender the goods which are subject to this retention-of-title clause to us even if such goods have been combined with other movable items by the buyer and can only be surrendered upon disassembly. If the buyer is a registered merchant, our taking back the goods which are subject to this retention-of-title clause shall only constitute a rescission of the order if we give express notice of rescission.
- 8.6. We undertake to release the security to which we are entitled according to the above provisions at our option if so requested by the buyer, to the extent that the value of the security exceeds our claim by 10% or more.
- 8.7. If and to the extent that any of the preceding provisions is invalid under the applicable ownership laws, a retention-of-title clause that is permitted under the applicable laws shall be deemed agreed upon. If formal acts, such as the registration of the goods serving as security, are required in order for the retention-of-title clause to be valid, the buyer must so advise us and assist us in performing said acts in a legally valid manner; if the buyer violates the above obligations, it must compensate us for any damage or losses suffered as a result of such violation.

## 9. Complaints and Rights in Respect of Defects (Warranty)

- 9.1. The buyer is obligated to examine the goods supplied by us for defects immediately upon delivery.
- 9.2. The buyer shall notify us of any complaints about incomplete or incorrect deliveries or about defects that can be identified during the examination according to clause 9.1 above without undue delay in writing and return the defective parts concerned to us at our request. Hidden defects that cannot be identified through checks shall be reported to us immediately upon discovery. If complaints or defects are not reported to us in a timely manner, the delivery shall be deemed approved and all claims for incomplete, incorrect or defective delivery shall be excluded.
- 9.3. The obligation to examine the goods supplied and report defects also applies to any excess or short delivery.
- 9.4. If the goods supplied contain defects, or if they become defective within the 12-month limitation period for claims for defects, calculated from the delivery date (maximum 15 months from shipment), we are obligated to remedy the defects by either making a replacement delivery or, at our option, carrying out repairs.
- 9.5. If we choose to carry out repairs, we shall provide the necessary spare parts at our expense, while the buyer shall provide working at the buyer's expense to replace the spare parts, either replace the part with another part reflecting the current state of the art, or repair the said part.
- 9.6. We shall bear all costs and expenses for replacement delivery or spare parts delivered to the place of performance agreed upon in the supply order. Any costs which are incurred as a result of the buyer having brought the goods supplied to a different place shall be borne by the buyer.
- 9.7. If we fail to make a replacement delivery or repair the defect within a reasonable additional period of time set for this purpose, or if the remediation of the defect fails, the buyer shall have the right to rescind the order or, at its option, reduce the purchase price.
- 9.8. The remedies set out in Article 9 shall be the exclusive remedies available to the buyer for defects in the goods supplied. We disclaim and renounces any other warranty, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Neither buyer nor any representative of the buyer is authorized to make any warranties on behalf of us, or to assume for us any other liability in connection with any of our Products, Spare Parts, or services.
- 9.9. The buyer shall have no rights or claims for defects:
  - i. with respect to damage caused by improper handling or excessive use by the buyer or the buyer's customers;
  - ii. if the buyer or the buyer's customers fail to comply with statutory installation and handling requirements or with installation and handling instructions issued by us, unless the defect is not due to such non-compliance;
  - iii. if the goods supplied were manufactured on the basis of the buyer's specifications, in particular according to drawings provided by the buyer, and the defect of the goods supplied is due to these specifications/drawings;
  - iv. if we perform a design task given to us by the buyer and the solution corresponds to the state of the art in science and technology at the time of production.
- 9.10. If the buyer holds us liable for claims for defects and it is subsequently found that a defect does not exist or that the reported defect is due to circumstances not covered by our warranty obligation, the buyer must reimburse us for all costs incurred in this connection.
- 9.11. The purchase receipt, together with the date of purchase, shall be required as evidence for invoking the warranty. Claims under the warranty must be submitted without delay and latest two months after the warranty default becoming evident.
- 9.12. Any other claims resulting out of or in connection with the device shall be excluded from this warranty.

## 10. Other Liability

- 10.1. In case of a device defects, we shall not be liable for any indirect, incidental, special, liquidated or consequential damages, including but not limited to, lost profits, loss of use, loss of production or damage to other production equipment. In case of a device exhibiting defects, we shall not cover any consequential damage or loss, such as loss of production or damage to other production equipment
- 10.2. We shall be liable without limitation for material breaches of contract, in particular with respect to the quality of the goods, if we have acted wilfully or with gross negligence. In all other cases where we commit a material breach of contract, our liability shall be limited to the damage or losses that could be foreseen from an objective point of view at the time of conclusion of the contract (order) and in no event shall our liability for any and all claims arising out of or related to Products, Spare Parts or services, or otherwise relating to a contract (an order), whether in contract, tort (including negligence), strict product liability or otherwise, exceed an amount equal to the preceding 365 days' profits from our sales to the buyer. To the extent that the laws to be applied in assessing the validity of these terms and conditions permits a further-reaching limitation of liability or an exemption from liability, such further-reaching limitation or exemption shall be deemed agreed upon.
- 10.3. Our liability for the violation of non-material contractual obligations, such as the accessory obligation to advise the buyer, shall be excluded in cases of slight negligence; our liability for wilful misconduct and gross negligence and also our liability in cases where the breach of contract results in damage to health shall continue to exist. To the extent that the laws to be applied in assessing the validity of these terms and conditions permit a further-reaching limitation of liability or an exemption from liability, such further-reaching limitation or exemption shall be deemed agreed upon.
- 10.4. We shall cooperate with the buyer on all measures that serve the purpose of preventing risks for the users of the products or of anticipating official measures by the market regulatory authorities (measures to correct market developments). The assessment by the market regulatory authorities shall be decisive for this purpose. Measures involving costs shall require our prior consent, as a general rule. Costs shall be reimbursed only as provided in clause 10.2 above and if and to the extent that a reimbursement of costs is provided for by law.
- 10.5. This limitation of liability does not apply in the event of wilful misconduct or gross negligence.
- 10.6. The Buyer is liable to ensure before purchase, that the certificates associated with our products are sufficient to comply with applicable laws and regulations for all relevant authorities in region as relevant, including compliance with local requirements and regulations for approvals or markings and that our products can be imported, distributed and used legally as per the products intended use.
- 10.7. The Buyer is liable for instructing his employees and his customers in the correct and safe use of our products and the Buyer must draw his own and his customers attention to and the content of the products associated CE Declaration or CE Declaration of Incorporation, in particular that "The product must not be put into service before the complete application is in full compliance with all essential requirements of The European Machinery Directive 2006/42/EC and a comprehensive risk assessment has been carried out for each application".

## 11. Infringement of Third-party Copyrights and Intellectual Property Rights, Export Control, Confidentiality

- 11.1. The buyer shall be responsible for checking whether the Products made available by us infringe any third-party rights in the region into which the buyer imports the Products or puts the Products into use, in particular, copyrights and industrial property rights (design rights, patents, utility models, trademarks). If a third party holds us liable for copyright and/or industrial property right infringements, the buyer must assist us in our defence in connection with such infringements and compensate us for any and all damage and losses (including lawyers' fees and the cost of judicial proceedings) that we suffer as a result of the Buyers neglect.
- 11.2. The supply of goods and the provision of services by us shall be subject to there being no obstacles to performance resulting from national or international export control provisions (in particular, embargos or other sanctions). The buyer undertakes to provide us with all information and documentation needed to export the goods or move them to another place. If export inspections or approval procedures cause delays, the deadlines and delivery periods shall be suspended. If required approvals are not granted or the supply of goods or the provision of services is not capable of being approved, the order shall be deemed not entered into with respect to the parts concerned. We shall have the right to terminate/cancel the order without notice if such termination/cancellation is necessary for us to comply with national and international law. In the event of a termination, the buyer shall have no right to claim damages or assert other rights due to the termination. If passing the goods that have been supplied by us on to third parties, whether in the same or in another country, the buyer must comply with the respective applicable provisions of national and international export law.

## 12. Delivery place and transfer of Risk

- 12.1. The place of delivery shall be ex work TripleA robotics ApS, 5000 Odense C, Denmark.
- 12.2. The risk of accidental loss or destruction or accidental deterioration of the goods to be supplied shall pass to the buyer when the goods are handed over to the forwarding agent, carrier or person in charge of carrying out the shipment. This also applies if the goods are shipped from a place other than the place of delivery and/or if we bear the freight costs.
- 12.3. If the goods are ready to be shipped and the shipment is delayed for reasons for which the buyer is responsible, the risk shall pass to the buyer upon receipt of the notice of readiness for shipment.
- 12.4. We will take such actions, at the buyer's expense, as are necessary or reasonably requested by the buyer to clear the shipment for export from Denmark.

## 13. Governing Law, Place of Jurisdiction, Written Form, and Severability

- 13.1. These terms and conditions of sale and delivery and all legal relations between the buyer and us resulting from the order and shall be governed by, and construed in accordance with, the laws in Denmark, without regard to the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 13.2. The place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be The District Court of Odense (Retten i Odense), Denmark.
- 13.3. All subsidiary agreements, reservations, changes and additions shall only be valid if confirmed by us in writing.
- 13.4. Should any provisions of these terms and conditions of sale and delivery or of other agreements relating to the supply contract (order) be or become invalid, this shall not affect the validity of the remaining provisions or agreements.