

## General Terms and Conditions for the Service and Guarantee Packages of the "Care" Family

(GTC Care Version April 2023)

### A. Scope of Validity

- (1) These special General Terms and Conditions apply to our service and guarantee packages, which we offer to you under the brand name of "Care" in the service packages Care and Care Plus, hereinafter referred to as "GTC Care Version April 2023". In addition to the "GTC Care Version April 2023", our current General Terms and Conditions of Sale, Payment and Delivery (GTC) and the "GTC for the Digital Products and Software Packages", which you can view and download on our homepage at [www.fruitcore-robotics.com](http://www.fruitcore-robotics.com), shall apply.
- (2) The Care package offers you a "Predictive Maintenance Module", a "Service Module" and a "Support Module". The Care Plus package also offers a "Guarantee Module".
- (3) The prices, service contents and other conditions, which are applicable at the time of the conclusion of the contract for your "Care" package, can be found the list of services in section F below.

### B. Content of the Predictive Maintenance Module and the Service Module

- (1) The specific services of the Predictive Maintenance Module and the Service Module within the framework of the Care and Care Plus packages can be found the list of services in section F below.
- (2) Your personal connection to the IIoT platform "horstCOSMOS" is a prerequisite for using a variety of digitally controlled supports and services for the operation, update and maintenance of your "HORST" robot system within the context of the Predictive Maintenance Module and the Service Module.
- (3) All services of the Predictive Maintenance Module are subject to the condition that the customer provides the connection to a functional and sufficiently dimensioned remote data connection at all times.
- (4) If a robot system is not connected to a sufficiently dimensioned remote data connection at all times, then it can be necessary to establish this connection

temporarily in the event of service in order to be able to call up all the services of the service module.

- (5) The terms and conditions of the service provider "Emnify", which our customers can view and download at [https://www.emnify.com/hubfs/20211001\\_terms\\_of\\_service\\_and\\_standard\\_service\\_level\\_obligations.pdf](https://www.emnify.com/hubfs/20211001_terms_of_service_and_standard_service_level_obligations.pdf), will apply to the use of the IIoT surfstick and SIM card which is provided by us free of charge. fruitcore robotics cannot accept any liability for the functional capability of the IIoT surfsticks provided free of charge, the SIM card and the network availability of the provider "Emnify". In this respect, the customer acts at their own risk in relation to fruitcore robotics.
- (6) We do not guarantee a permanent temporal availability of the connectivity to "horstCOSMOS". In particular, we are not liable for interruptions on the connectivity due to power failure, due to non-usability of the server/host ordered by us according to the contract, or due to other events which are beyond our influence and control. In addition to "force majeure" events such as natural disasters (e.g., lightning, storms, high water and low water, snow and ice, earthquakes), this also includes official operating restrictions and employment bans in order to combat illnesses, diseases and possible disruptions due to sabotage and hacker attacks. In the event of temporary disruptions, we will attempt to restore connectivity as soon as possible and make up for any services which have been omitted.

### **C. Content of the Support Module**

- (1) The specific services of the support module within the framework of the Care and Care Plus packages can be found the list of services in section F below.
- (2) The support module offers you reachability from 8 a.m. to 5 p.m. on weekdays and within this time period with a guaranteed response time of 4 hours on weekdays. Support services are not possible at all times, rather only by appointment.
- (3) In order to provide assistance via remote connection, the robot system must be online and connected to the "horstCOSMOS" IIoT platform.

## **D. Guarantee Module Content**

### **I. Guarantee Protection**

- (1) The guarantee module provided as part of the Care Plus package not only offers you an extension but also a content-related expansion of the contractual liability for material defects. For the specific services of the guarantee module can be found the list of services in section F below.
- (2) The guarantee periods are not extended due to the provision of services under this guarantee, in particular not in case of repair or exchange. The guarantee period will not start again in these cases.

### **II. Error Display**

The customer may assert the rights arising from this guarantee by notifying fruitcore robotics or the dealer from whom the HORST robot was purchased in writing or electronically by email or via the online service system on the IIoT platform horstCOSMOS within the agreed guarantee period. It is also a prerequisite that the customer reports the error and/or the failure of the robot within 2 weeks after they have detected the error or should have detected the error.

### **III. Conditions and Scope of Guarantee Services**

- (1) A prerequisite for guarantee services is the proper installation, servicing and maintenance according to the assembly instructions and the accepted rules of technology, as well as compliance with the assembly instructions when operating the robot and the use of fruitcore robotics products according to the technical instructions, care instructions, training and current newsletters and notices from fruitcore robotics.
- (2) Our guarantee services apply only to original HORST robot systems. During the respective agreed guarantee period, they include, at our option, the exchange or repair of all original components contained in the robot kinematics (e.g., gears), provided that these show an initial production or design defect which already existed at the time of transfer of risk. At the discretion of fruitcore robotics, generally overhauled components can be utilized for this purpose. The guarantee also covers wear parts of the robot, the robot control "Control", and the operating panel "Panel". Wear parts are belts and external cables. The

customer must ensure that the robot is accessible in order to execute the guarantee services.

- (3) Our guarantee services also include the expenses for assembly, transport and other costs of repair and/or exchange of the defective component.
- (4) The guarantee does not include compensation and reimbursement of expenses for waiting times and work which is required because the robot is not prepared for the performance of our guarantee services, is not accessible, or is not immediately available for other reasons when our service staff arrives. This applies in particular when we have to set up our own remote connection on-site to provide the guarantee service or if we have to remove the robot from a complete system.
- (5) The guarantee does not include the costs and expenses which are incurred in order to execute our guarantee services, which are necessary to remove or reinstall the connected accessories, additions, additional units and other attachments which have been connected by the customer to HORST. Furthermore, the guarantee does not include the re-teaching of the application, this can be executed by fruitcore robotics experts after separate commissioning.
- (6) The customer bears the burden of proof for the existence of a guarantee case on an original HORST robot system.

#### **IV. Exclusion of Guarantee Services**

- (1) Our guarantee does not comprise parts which become worn, torn or defective due to intentional or grossly negligent improper use or due to recognizable misuse deviating from the specifications of our respective current operating manual. In these cases, the customer can request a repair from us at a charge.
- (2) Customer-specific components, devices, jigs, accessories, and services such as camera systems, sensors, grippers, gripper jaws, feed tables etc. which are connected to our robots by third parties are not an integral part of our guarantee services. This also applies to the suitability and performance of the interfaces and communication between our robots and the customer-specific components, accessories and other additional units which have been supplemented by third parties.
- (3) The guarantee claim does not cover:

- (a) damage due to aggressive environmental influences, chemicals, cleaning agents etc.;
  - (b) defects on the fruitcore robotics robot caused by faulty installation, transport or trial operation.
- (4) The guarantee will be terminated with:
- (a) installation, maintenance, repair or care which is executed by non-professional and unauthorized people;
  - (b) non-compliance with the instructions for assembly, care, and use;
  - (c) independent alterations, amendments or modifications to the robot system consisting of kinematics, control, software and the associated energy, information and media guides;
  - (d) defects caused by the installer or any other third parties;
  - (e) damage caused by force majeure or natural disasters, including but not limited to floods, fires, power outages and short circuits.

#### **V. No Compensation for Consequential Damages**

Our guarantee services do not, in any case, comprise compensation for indirect consequential damages such as for loss of profit or business interruption, or compensation for damages which are suffered by third parties.

#### **VI. Transferability of Rights Under the Guarantee**

The claims arising from the guarantee are exclusively provided for our customers and the customers of our system partners and are not transferable to third parties without our express prior consent.

#### **VII. Rights Arising from Liability for Material Defects**

In addition to the rights arising from the guarantee, the customer shall also be entitled to the claims arising from the liability for material defects under the law on sales in accordance with our General Terms and Conditions of Sale, Payment and Delivery. These claims shall not be limited by the guarantee.

## **E. Duration and Termination**

The initial term of Care and Care Plus is 12 months from the date of purchase. They will each be respectively extended by an additional year when they are not terminated by written notice from the customer no later than 2 months before the expiry of the initially agreed contract duration or the tacitly renewed contract duration.

Notice of termination must be sent by e-mail to [vt-innendienst@fruitcore.de](mailto:vt-innendienst@fruitcore.de).

For the Additional Robot Service contract Care Plus, a separately commissioned system check carried out by fruitcore robotics must take place after 3 years of the contract period before a further extension. Approval for the extension of the contract will be given after the system check by fruitcore robotics.

If Care Plus is not concluded directly upon purchase of the robot, a separately commissioned system check must also be carried out before conclusion. The same applies if a new Care Plus contract is not concluded immediately after termination of a Care Plus contract.

If the system check is successful, the Care Plus package can be extended or subsequently concluded. Possibly, an extension of the package is only possible after the implementation of repair measures by fruitcore robotics, which then have to be ordered separately.

### A. List of services for the Care and Care Plus packages

		<i>Without a Care Package</i>	Care	Care Plus	Scope of services
<b>Predictive Maintenance</b>	System check if necessary (remote or on-site)	-	Included	Included	A system check is performed according to the information from the condition monitoring from horstCOSMOS. If a system check is necessary, it is first performed via remote connection and on site only if necessary. The customer bears travel, costs and logis.
	Wear parts replacement based on condition monitoring	-	Included	Included	The exchange of wear parts can be carried out by the customer under supervision and after prior approval by fruitcore robotics, otherwise by a partner or an employee of fruitcore robotics. Wearing parts are belts and external cables. Costs for wear parts are included. Plus travel, board and lodging.
<b>Service</b>	Service-Hotline	-	Included	Included	In case of service, our robotics experts can be reached via a service phone number.
	Contact via online service system	Included	Included	Included	You can use the online service system to create service requests and keep track of the status of your service requests.
	Guaranteed response time	-	4 h weekdays from 8-17 h	4 h weekdays from 8-17 h	
<b>Support</b>	Technical advice from qualified robot experts	120€ / h	Included in the scope of 2 hours per year.	Included in the scope of 4 hours per year.	Assistance... <ul style="list-style-type: none"> <li>• in case of queries concerning the setup of the robot system</li> <li>• for programming with horstFX</li> <li>• when optimizing programs and cycle times</li> <li>• during teaching after maintenance</li> </ul> Support in case of service is not included in the time contingent.
	... via the support phone with assigned phone number				
	... via assistance per remote connection				
<b>Updates for horstFX</b>	Updates for horstFX	-	Included	Included	You will receive regular updates during the service period. The updates refer to the complete software horstFX. The updates are provided via the IIoT platform horstCOSMOS. You can decide whether you want to update or not. You can access horstCOSMOS via the surfstick and install the update directly on the robot. If your robot is not connected to the internet, you can download the update to a PC and transfer it to your robot via USB stick. We do not assume any liability for changes that are necessary to your program due to an update.
<b>Guarantee extension</b>	Warranty extension on the entire robot system beyond the warranty period	-	-	Included	The warranty extension and renewal includes, at our option, the replacement or repair of all original components (e.g. gears) included in the robot kinematics, provided that they have an initial production or design defect already existing at the time of transfer of risk. At the discretion of fruitcore robotics, refurbished components may be used for this purpose. Our warranty services also include the expenses for assembly, transport and other costs of repair or replacement of the defective component. The customer must make the robot accessible for the performance of warranty services. Damage caused by the customer is excluded from the warranty.
	Spare parts flat rate and –delivery	-	-	Included	

## B. System check to be commissioned separately

	Scope of services
<b>System check (ordered separately)</b>	<ul style="list-style-type: none"> <li>• On-site inspection of the robot system if this is not covered by a Care or Care Plus contract or if a Care Plus contract is to be extended after 3 years.</li>   <li>• A successful system check is a prerequisite to subsequently enter into a Care Plus contract or to further extend a Care Plus contract after a 3-year term.</li>   <li>• fruitcore robotics reserves the right not to agree to a subsequent conclusion of a Care Plus contract or an extension of a Care Plus contract beyond 3 years if the system check is not successfully completed.</li> </ul>