

# General Terms and Conditions of Sale, Payment and Delivery

fruitcore robotics GmbH, Macairestraße 3, 78467 Konstanz,  
Germany

These General Terms and Conditions shall only apply for:

1. parties who, when concluding the contract, act within the scope of their commercial or independent business activities (business) and
2. legal entities under public law or a special fund under public law

who use our products and services as end customers for their own purposes. For sales partners, our "Special Terms and Conditions for Deliveries to Sales Partners" apply. These are provided to sales partners on request. Our products may not be used in the arms industry or for automotive OEM flow production.

## **I. General information**

1. These terms and conditions, as well as any separate contractual agreements, underlie all deliveries and services. Any deviating terms of purchase of the party making the purchase shall not become part of the contract, even through acceptance of the order. Any conflicting terms and conditions of the contracting party are hereby expressly rejected. A contract  
- - in the absence of a special agreement - only comes into effect when written order confirmation has been issued by FRUITCORE ROBOTICS.
2. FRUITCORE ROBOTICS reserves the property rights and copyrights to all declarations, correspondence and documents, with particular regard to offers, calculations, specifications, samples, cost estimates, drawings and similar information of a physical and non-physical nature - including in electronic form. These may not be made accessible to third parties. This shall also apply to written documents which are not expressly designated as "confidential". Before passing them on to third parties, the purchaser requires the

express written consent of FRUITCORE ROBOTICS. FRUITCORE ROBOTICS undertakes to only make information and documents designated by the purchaser as confidential available to third parties with the purchaser's consent.

3. We reserve the right to make changes to the design or form of the deliverables due to improvements in technology or legislative requirements during the delivery period, provided that the deliverable does not change significantly and the changes are reasonable for the customer. However, we are not obliged to make such changes to products already delivered.
4. Samples are only supplied at a cost.
5. There are no verbal ancillary agreements. Amendments, supplements and any other agreements must be made in writing. This also applies to waiving the requirement for written form. The requirement for written form may only be waived or renounced by way of express declaration and not by implication.
6. The requirement for written form shall also be deemed observed by sending a signed PDF (electronic file) by email.
7. The requirement for written form shall not apply to contracts concluded via our webshop.

## **II. Prices and payment**

1. In the absence of a special agreement, the prices are ex works from FRUITCORE ROBOTICS in Konstanz, excluding packaging and unloading. Value-added tax at the relevant statutory rate shall be added to the prices. If the statutory value-added tax changes between order and delivery, the purchaser shall bear the resulting additional costs.
2. In the absence of a special agreement, full payment is to be made as follows:
  - 60 % as a down payment after receipt of our order confirmation
  - 40 % as a final payment after notification of readiness for dispatch.

When renting licenses for software products (subscription model), 100% of the payment is to be made immediately after delivery. Activation takes place after receipt of full payment for the duration of the contractual term. In addition, our "General Terms and Conditions for Digital Products and Software Packages" shall apply.

Payments are due net immediately upon receipt of the invoice. Payments are considered received when the amount appears on one of our business accounts.

Discounts shall only be granted on the basis of a separate written agreement in individual cases and on the condition that all payment obligations of the customer and its affiliated companies from previous deliveries have been met in full.

3. If the material costs of the primary materials and/or bought-in parts purchased by FRUITCORE ROBOTICS for the production of the contractual products demonstrably increase by more than 5 % compared to the material costs at the beginning of the contract/when the offer was made, or compared to the last price agreement, FRUITCORE ROBOTICS shall re-determine the delivery price in line with the changed circumstances, taking into account the justified interests of both contracting parties in accordance with Section 315 of the BGB (German Civil Code).
4. Invoices for repairs or services as well as for spare parts deliveries are immediately due for payment in full.
5. If FRUITCORE ROBOTICS ships the deliverable, the purchaser shall bear the costs of shipment.
6. If FRUITCORE ROBOTICS shall set up and assemble the deliverable in addition to delivering it, delivery to the place of assembly shall also be made at the expense of the purchaser. In addition to the agreed remuneration, the purchaser shall bear all the necessary ancillary costs, such as travel costs and expenses for the personnel performing the assembly.
7. The purchaser shall only be entitled to withhold payments to the extent that their counterclaims are undisputed or have been determined as final by a court of law. Furthermore, they shall be entitled to exercise a right of retention insofar as their counterclaim is based on the same contractual relationship.

8. The purchaser shall only be entitled to offset counterclaims from other legal relationships to the extent that these counterclaims are undisputed or have been determined as final by a court of law.

### **III. Delivery time, delayed delivery**

1. The delivery time results from the agreements made by the contracting parties. A delivery deadline or acceptance date is only approximate, so that exceeding it by up to 6 weeks shall still be regarded as on time. Observance thereof by FRUITCORE ROBOTICS presupposes that all commercial and technical questions between the contracting parties have been clarified and that the purchaser has fulfilled all obligations incumbent upon them, such as the provision of the necessary official certificates or permits or the payment of a deposit. If this is not the case, the delivery time shall be extended accordingly. This does not apply if FRUITCORE ROBOTICS is responsible for the delay.
2. If FRUITCORE ROBOTICS itself is not supplied correctly and in a timely manner by its subcontractors, although FRUITCORE ROBOTICS placed congruent orders with reliable subcontractors on time, FRUITCORE ROBOTICS shall be released from its obligation to perform and may withdraw from the affected partial contract. FRUITCORE ROBOTICS shall be obliged to immediately inform the purchaser about the unavailability of the service and any consideration already paid must be refunded immediately. Liability for damage caused by delay is excluded in the aforementioned cases of supply shortage for which FRUITCORE ROBOTICS is not responsible. The above provision shall not apply in the event of disruptions in supply by subcontractors if and to the extent that FRUITCORE ROBOTICS is responsible for such disruptions.
3. The delivery time shall be deemed to have been observed if the deliverable has left the premises of FRUITCORE ROBOTICS by this time or notification has been issued that the deliverable is ready for dispatch. Insofar as the deliverable needs to be accepted, the acceptance date shall be decisive - except in the event that acceptance is justifiably refused - alternatively, the notification of readiness for acceptance.

4. If shipment or acceptance of the deliverable is delayed for reasons for which the purchaser is responsible, the costs incurred as a result of the delay shall be charged to the purchaser, starting one month after notification of readiness for shipment or acceptance. If the shipment is delayed at the request of the purchaser, FRUITCORE ROBOTICS shall be entitled, after a reasonable deadline has been set and passed, to otherwise dispose of the deliverable and to make the delivery to the purchaser at an acceptable later date.
5. If non-compliance with the delivery time is due to force majeure (such as high and low water, snow, ice, ash fall and similar natural phenomena), industrial action or other events beyond the control of FRUITCORE ROBOTICS, such as unforeseeable disruptions in operations, or those occurring through no fault of FRUITCORE ROBOTICS, fires, sabotage, hacker attacks, or official bans on operations or other measures to protect against a pandemic, the delivery time shall be extended accordingly. FRUITCORE ROBOTICS shall notify the purchaser of the beginning and end of such circumstances as soon as possible.
6. If FRUITCORE ROBOTICS is in default and the purchaser suffers damage as a result, the purchaser shall be entitled to demand lump-sum compensation for delay. This shall amount to 0.5 % for each full week of delay, but in total, no more than 5 % of the value of the part of the total delivery that cannot be used on time or in accordance with the contract as a result of the delay. Further claims for compensation for delay require concrete proof of greater damage to be provided by the purchaser.
7. If the purchaser sets FRUITCORE ROBOTICS - taking into account the exceptions laid down by law - a reasonable deadline for fulfilment of the contract after the due date and if this deadline is not met, the purchaser shall be entitled to withdraw from the contract within the scope of legal provisions. At the request of FRUITCORE ROBOTICS, the purchaser shall undertake to declare, within a reasonable period of time, whether they will exercise their right of withdrawal.
8. Further claims arising from delay in delivery shall be exclusively determined in accordance with Section VII.2 of these Terms and Conditions.

#### **IV. Transfer of risk, acceptance**

##### **A. Purchase**

1. The risk involved in the purchase shall pass to the purchaser when the deliverable has left the premises of FRUITCORE ROBOTICS, even if partial deliveries are made or FRUITCORE ROBOTICS has taken on other services, e.g. shipping costs or delivery and set-up. Insofar as an acceptance has to take place, this shall be decisive for the transfer of risk. It must be immediately carried out on the acceptance date, alternatively after FRUITCORE ROBOTICS has notified the customer that the deliverable is ready for acceptance. The purchaser may not refuse acceptance in the event of a non-substantial defect.
2. If shipment or acceptance is delayed or does not take place due to circumstances for which FRUITCORE ROBOTICS is not responsible, the risk shall pass to the purchaser from the date of notification of readiness for shipment or acceptance. FRUITCORE ROBOTICS undertakes to take out, at the purchaser's expense, the insurance policies requested by the purchaser.
3. Partial deliveries are permissible insofar as they are reasonable for the purchaser.
4. Insofar as the subject matter of the contract has to be accepted, it shall be deemed as accepted if (1) the delivery and installation, insofar as FRUITCORE ROBOTICS has to perform these tasks according to the contract, have been completed, (2) FRUITCORE ROBOTICS has informed the purchaser thereof with reference to this notional acceptance according to this clause and requested the purchaser to accept, (3) 14 working days have elapsed since delivery or installation, or the purchaser has started using the subject matter of the contract and, in this case, 6 working days have elapsed since delivery or installation, and (4) the purchaser has failed to indicate their acceptance within this period.

##### **B. Subscription model**

The special provisions of our "General Terms and Conditions for Digital Products and Software Packages" apply to the temporary transfer of rights to use our software (subscription model).

## **V. Retention of title**

1. FRUITCORE ROBOTICS shall retain ownership of the deliverable until all receivables due to FRUITCORE ROBOTICS from the purchaser arising from the business relationship, including future receivables, as well as receivables arising from contracts concluded at the same time or later, have been settled. This shall also apply if individual or all receivables due to FRUITCORE ROBOTICS have been included on a current account and the balance has been struck and accepted. In the event that the purchaser breaches the contract, with particular regard to defaults on payment, FRUITCORE ROBOTICS shall be entitled to take back the deliverable after a reminder has been issued and the purchaser shall be obliged to surrender it. Due to the retention of title, FRUITCORE ROBOTICS may only demand that the deliverable be returned if FRUITCORE ROBOTICS has withdrawn from the contract. In the event of seizure or other interventions by third parties, the purchaser shall immediately notify FRUITCORE ROBOTICS.
2. The purchaser shall be entitled to resell the deliverable as part of their ordinary course of business. However, they shall hereby assign to FRUITCORE ROBOTICS all receivables they accrue from the resale to their buyer or third parties, irrespective of whether the deliverable has been resold without or after manipulation. The purchaser is authorized to collect these receivables even after assignment. The power of FRUITCORE ROBOTICS to collect the receivables itself remains unaffected. The power to collect shall cease to exist - if the purchaser is in default with their payment obligations towards FRUITCORE ROBOTICS or - if revoked or - if an application for the opening of insolvency proceedings has been filed. FRUITCORE ROBOTICS may then demand that the purchaser inform FRUITCORE ROBOTICS of the assigned receivables and the debtors thereof, provide all information necessary for collection, hand over the relevant documents and inform the debtors of the assignment, unless FRUITCORE ROBOTICS has already done so. If the deliverable is resold together with other goods that do not belong to the supplier, the purchaser's receivable due from their buyer shall be deemed assigned in the amount of the delivery price agreed upon between FRUITCORE ROBOTICS and the purchaser.

3. The purchaser may neither pledge the deliverable nor assign it as security.
4. FRUITCORE ROBOTICS shall be entitled to insure the deliverable against theft, breakage and fire, water and other damage at the expense of the purchaser, unless the purchaser has demonstrably taken out insurance themselves.
5. If, in connection with the payment of the purchase price by the purchaser, it is established that FRUITCORE ROBOTICS has liability on a bill, the reservation of title, including its agreed special forms, or other securities agreed upon for securing payment, shall not expire before the bill of exchange has been honored by the purchaser as drawee.

## **VI. Quality and liability for defects**

### **A. Purchase**

We are always trying to supply our customers with FRUITCORE ROBOTICS products in good quality. Should, nevertheless, complaints arise in individual cases, we shall strive to find an appropriate solution together with our customer, taking into account the following provisions.

FRUITCORE ROBOTICS shall be liable for material defects and defects of title in relation to the delivery under exclusion of further claims - subject to Section VII - as follows:

#### **Material defects**

1. All those parts which prove to be defective as a result of a circumstance existing at the time risk was transferred shall, at the discretion of FRUITCORE ROBOTICS, be repaired or replaced. FRUITCORE ROBOTICS must receive written notification that such defects have been discovered without delay - at the latest within 7 working days from when the defect was discovered. Replaced parts become the property of FRUITCORE ROBOTICS.
2. The purchaser shall, after consultation with FRUITCORE ROBOTICS, give FRUITCORE ROBOTICS the necessary time and opportunity to carry out any repairs and replacement deliveries that FRUITCORE ROBOTICS deems necessary; otherwise FRUITCORE ROBOTICS shall be exempt from liability for the resulting consequences.



Only in urgent cases of danger to operational safety or to prevent disproportionately great damage, in which case FRUITCORE ROBOTICS must be notified thereof immediately, shall the purchaser have the right to remedy the defect themselves or have it remedied by third parties and to demand reimbursement of the expenses required from FRUITCORE ROBOTICS.

3. FRUITCORE ROBOTICS shall bear - insofar as the complaint proves to be justified - the expenses necessary for the purpose of rectification within the scope of Section 439 of the BGB. FRUITCORE ROBOTICS, in the event that a newly manufactured item is sold, shall also reimburse, to the extent legally obliged, the expenses incurred by the purchaser within the scope of recourse action in the supply chain.
4. Any additional costs or expenses arising from the shipment of the deliverables to a location other than the delivery address shall be borne by the purchaser. Replaced parts shall become the property of FRUITCORE ROBOTICS GmbH and shall be returned thereto upon request.
5. The purchaser shall be entitled to withdraw from the contract within the scope of legal provisions if FRUITCORE ROBOTICS - taking into account legal exceptions - allows a reasonable period of time set for them to make repairs or a replacement delivery due to a material defect to pass without said repair or replacement delivery taking place. If the defect is only minor in nature, the purchaser shall only be entitled to reduce the contract price. The right to reduce the contract price shall otherwise remain excluded. Further claims shall be exclusively determined in accordance with Section VII.2 of these Terms and Conditions.
6. No liability is assumed in the following cases in particular: unsuitable or improper use, faulty assembly or commissioning by the purchaser or third parties, natural wear and tear, faulty or negligent handling, improper maintenance, unsuitable operating materials, defective building work, unsuitable building ground, chemical, electrochemical or electrical influences - insofar as FRUITCORE ROBOTICS is not responsible therefor. FRUITCORE ROBOTICS shall only be liable for defects in the material supplied by the purchaser if FRUITCORE ROBOTICS should have recognized the defects by exercising due professional diligence. In the event of production according to the purchaser's drawing, FRUITCORE ROBOTICS shall only be liable for execution according to the drawing.

7. If the purchaser or a third party carries out improper repairs, FRUITCORE ROBOTICS shall not be liable for the resulting consequences. The same applies to changes made to the deliverable without the prior consent of FRUITCORE ROBOTICS.
8. Liability for defects is excluded for contractual items sold as used goods.

### **Defects of title**

9. If the use of the deliverable leads to industrial property rights or copyrights being violated in Germany, FRUITCORE ROBOTICS shall, at its own expense and as a general principle, procure the right for the purchaser to continue using the deliverable or modify the deliverable in a manner reasonable for the purchaser, in such a way that property rights are no longer violated. If this is not possible under reasonable economic conditions or within a reasonable period of time, the purchaser shall be entitled to withdraw from the contract. Under the aforementioned conditions, FRUITCORE ROBOTICS shall also have the right to withdraw from the contract. In addition, FRUITCORE ROBOTICS shall indemnify the purchaser from undisputed or legally established claims made by the relevant property rights holders.
10. Subject to Section VII.2, the obligations of FRUITCORE ROBOTICS set forth in Section VI.9 shall be exhaustive in the event that intellectual property rights or copyrights are violated. They shall arise only if
  - a. the purchaser notifies FRUITCORE ROBOTICS of any claims asserted regarding infringements of industrial property rights or copyrights without delay,
  - b. the purchaser assists FRUITCORE ROBOTICS, to a reasonable extent, in defending against the claims asserted or enables FRUITCORE ROBOTICS to carry out the modification measures in accordance with Section VI.9,
  - c. FRUITCORE ROBOTICS reserves the right to take any defensive measures, including out-of-court settlements,
  - d. the defect of title is not based on an instruction issued by the purchaser and

- e. the infringement of rights has not been caused by the fact that the purchaser has modified the deliverable without authorization or has used it in a manner not in accordance with the contract.

11. The purchaser shall assume sole responsibility for the documents they should provide, such as drawings, templates or the like. The purchaser shall be responsible for ensuring that the working drawings they submit do not infringe the industrial property rights of third parties. FRUITCORE ROBOTICS has no obligation to the purchaser to check whether quotations based on design drawings sent to them infringe any industrial property rights of third parties. If, in an individual case, FRUITCORE ROBOTICS is liable to third parties, the purchaser shall indemnify us.

The claims of the purchaser referred to in Section 437, No. 1 and 3 of the German Civil Code shall lapse after 12 months, beginning when the risk for the item purchased is transferred.

## **B. Subscription model**

The provisions laid down in our "General Terms and Conditions for Digital Products and Software Packages", with particular regard to clause 12, shall also apply to the transfer of rights to use our software for a limited period (subscription model).

## **VII. Liability, legal disclaimer**

1. If the purchaser cannot use the deliverable in accordance with the contract as FRUITCORE ROBOTICS has given incorrect suggestions or advice, or culpably failed to give suggestions or advice, before or after the contract was concluded, or as a result of a culpable breach of other secondary contractual obligations - with particular regard to instructions on operating and maintaining the deliverable - the provisions laid down in the following Section VII.2 shall apply, to the exclusion of further claims of the purchaser.
2. FRUITCORE ROBOTICS shall only be liable for damages that have not occurred to the deliverable itself - for whatever legal reasons - in the event of
  - a. intent,

- b. gross negligence on the part of the owner / executive bodies or senior employees,
- c. culpable damage to life, limb and health,
- d. defects which have been fraudulently concealed by FRUITCORE ROBOTICS,
- e. a guarantee promise regardless of culpability,
- f. defects in the deliverable, insofar as liability exists under the Product Liability Act for personal injury or material damage to privately used items.

Where essential contractual obligations are culpably violated, FRUITCORE ROBOTICS shall also be liable in the event of gross negligence by non-executive employees and in the event of minor negligence, limited to the damage reasonably foreseeable and typical for the contract in the latter case.

- 3. Further claims are excluded.

### **VIII. Limitation period**

All claims of the purchaser other than those specified in Section 437, No. 1 and No. 3 of the German Civil Code - made on whatever legal grounds - shall also lapse after 12 months. This shall also apply to the limitation period for recourse claims in the supply chain pursuant to Section 445b, para. 1 of the German Civil Code, provided that the last contract in this supply chain does not involve the purchase of consumer goods. The expiry suspension from Section 445b, para. 2 of the German Civil Code remains unaffected. The statutory time limits shall apply to claims for damages under Section VII.2 a-d and f. They shall also apply to defects of a building structure or to deliverables which have been used for a building structure in line with how they are customarily used and have caused the structure to be defective.

### **IX. Software use, data access and prohibition of reverse engineering**

- 1. Insofar as software is included in the scope of delivery, the purchaser shall be granted a non-exclusive right to use the software delivered, including its documentation. It is designed to be used on the

relevant deliverable. Use of the software on more than one system is prohibited.

2. The purchaser may only reproduce, revise or decode the software or convert it from object code to source code to the extent permitted by law (Sections 69 a et seq. of German copyright law). The purchaser undertakes not to remove manufacturer's details - with particular regard to copyright notices - or to change them without the prior express consent of FRUITCORE ROBOTICS.
3. All other rights to the software and documentation, including copies, remain with FRUITCORE ROBOTICS or the software supplier. The granting of sublicenses is not permitted.
4. FRUITCORE ROBOTICS is primarily entitled to use the data stored with the purchased item. FRUITCORE ROBOTICS will give due consideration to the legitimate interests of the purchaser when using such data. FRUITCORE ROBOTICS shall allow the purchaser access to the data concerning them on a case-by-case basis by separate agreement and, if necessary, against separate remuneration.
5. Claims for damages made by the purchaser for the loss of stored data are excluded where the loss would not have occurred if data had been properly backed up at intervals appropriate to usage, unless FRUITCORE ROBOTICS did not properly instruct the purchaser on how to back up data.
6. The purchaser is not entitled to reverse engineer the purchased item, including the software, or to gain access and knowledge of the trade secrets of FRUITCORE ROBOTICS GmbH.
7. If we provide software to the purchaser for use only for a limited period of time (subscription model), the provisions laid down in our "General Terms and Conditions for Digital Products and Software Packages" shall also apply, with particular regard to clause 5.

## **X. Privacy; purchaser consent**

### **1. Information according to Section 33 of the German law on data protection:**

We shall store the data required for order processing, with particular regard to the name and address/registered office of the purchaser, in electronic form and shall use and process it so as to process orders, in particular for communicating with the purchaser or processing relevant purchaser inquiries, as well as for further company advertising purposes (mailings, sending brochures, etc.). The contractual data shall also be used to initiate a credit check with a credit information agency, if necessary. We store and process purchaser data under strict observance of the law on data protection.

## **2. Purchaser consent:**

By submitting an inquiry to us, but upon conclusion of a contract at the latest, the purchaser agrees to their data being stored as described in section 1. The purchaser further agrees that, in the event that they breach the contract, we may pass on these data to such companies and persons we shall instruct to enforce our own claims and rights. The purchaser also agrees that the postal service company we use shall inform us of the purchaser's correct address if a postal item could not be delivered to the address previously known. The purchaser has the option to revoke their consent to the aforementioned storage, use and processing of their data at any time. They may, at any time, submit a written request for their data to be deleted. The purchaser has the right, at any time, to request information about the data stored concerning their person, its origin and recipients, the use of the data and the purpose thereof.

## **XI. Applicable law, place of jurisdiction, validity**

1. All legal relations between FRUITCORE ROBOTICS and the purchaser shall be exclusively governed by the laws of the Federal Republic of Germany applicable to legal relations between domestic parties. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

2. The place of jurisdiction is the court responsible for the registered office of FRUITCORE ROBOTICS. However, FRUITCORE ROBOTICS shall be entitled to take legal action in the location of the purchaser's headquarters.
3. Should any provision of these terms and conditions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. In place of the invalid provision or the invalid part of a provision, the legally valid provision that comes closest to the purpose pursued by the invalid provision shall apply.