

All offers, sales and deliveries are subject exclusively to our following  
"General Terms and Conditions of Sale and Delivery" in the latest version.

## **I. OFFER AND TERMINATION**

SERBOT AG's offers are always subject to change and apply exclusively to the scope stated.

Contracts shall only be concluded upon written confirmation of the order.

The same shall apply to other agreements, including those made at a later date.

In addition to these Terms and Conditions of Sale, the Incoterms valid at the time of conclusion of the order shall apply.

If the purchaser delivers drawings or quality samples, it shall be liable to SERBOT AG that no rights of third parties are violated by their use. SERBOT AG shall not be liable for drawings or samples delivered by the purchaser. Samples provided by SERBOT AG shall only be considered as a guide.

The documents belonging to the offer, such as illustrations, drawings, weight and dimension specifications, are only approximately authoritative, unless they are expressly designated as binding; SERBOT AG reserves the right to make any changes it deems necessary. SERBOT AG reserves the right of ownership and copyright to cost estimates, drawings and other documents; they may not be made accessible to third parties. SERBOT AG shall be obliged to make plans designated as confidential by the purchaser accessible to third parties only with the purchaser's consent.

## **II. PRICING**

Unless otherwise expressly confirmed, prices do not include value added tax. This tax will be charged separately, if applicable, at the statutory rate in effect at the time of performance.

The Buyer shall bear customs duties as well as any taxes and levies applicable outside Switzerland.

Prices in currencies other than the Swiss franc shall be based on the average exchange rate of the Swiss franc to the relevant foreign currency officially quoted on the Swiss Exchange on the date of SERBOT AG's last offer. Should this rate change in the period from the date of this offer until SERBOT AG receives the payment, the price shall change accordingly.

If SERBOT AG does not have an offer, the date of the order confirmation of SERBOT AG shall be decisive for the exchange rate.

The agreed prices shall be based on the current raw material and operating material costs, Swiss tariff wages and freight, exchange rates and customs duties and shall be exclusive of loading and packaging unless otherwise agreed in writing.

If these costs change, SERBOT AG reserves the right to re-determine the prices within the scope of the cost increases that have occurred, whereby the principles of equitable discretion must be observed.

The purchaser shall bear the additional costs resulting from subsequent changes to the order for which SERBOT AG is not responsible.

## **III. SCOPE OF DELIVERY**

The written order confirmation of SERBOT AG shall be decisive for the scope of delivery. Subsidiary agreements and changes shall require the written confirmation of SERBOT AG.

The delivery periods stated in the offer shall not be binding.

The delivery period shall commence on the day of clarification of all technical and other details of the order as well as the provision of any required foreign import licenses or the presentation of the letter of credit in accordance with the contract; and both parties agree on all terms of the transaction, and shall refer to completion in the factory.

Their observance presupposes the fulfillment of the Buyer's contractual obligations, in particular the agreed terms of payment. If the purchaser does not meet its contractual obligations, SERBOT AG shall not be bound to the compliance with the agreed deadlines. In case of contracts for the delivery of an as yet undetermined quantity within a certain period of time, agreement on quantity and delivery time shall be reserved for each call.

Unforeseen events beyond the control of SERBOT AG. Such events include - this list is not exhaustive - force majeure, natural disasters, pandemic situations, fire, floods, explosions and earthquakes, operational disruptions, strike, lockout, delayed or defective delivery of the necessary raw materials, semi-finished or finished products, rejects - at SERBOT AG's own plant or at the sub-supplier's plant - shall extend the delivery period appropriately, even if they occur during a delay in delivery. The same shall apply if official and other approvals of third parties and

documents required for the execution of deliveries or information of the Purchaser required for the execution of the delivery are not received in time, as well as in case of subsequent changes to the order.

The delivery time shall be deemed to have been met if the goods have left the delivery plant by the expiration of the deadline or are ready for delivery at the delivery plant if SERBOT AG is not at fault for preventing the shipment.

SERBOT AG may postpone the delivery or cancel it in whole or in part if: the performance of the operation or the dispatch is hindered or made impossible by reasons which SERBOT AG cannot avert even with reasonable care, e.g. by strike, lockout, hindrance of dispatch in its own operation or at SERBOT AG's suppliers, breakage, lack of raw materials, auxiliary materials or operating materials or other interventions of force majeure of any kind.

In case of lack of self-delivery, SERBOT AG shall be released if it has concluded a corresponding (congruent) covering transaction and has not been supplied or has been supplied late by its upstream supplier contrary to the contract.

If shipment is delayed at the request of purchaser, it shall be charged, starting one (1) month after notification of readiness for shipment, the costs incurred by the storage, in case of storage in the works of SERBOT AG, however, at least half a percent (0.5%) of the invoice amount for each month.

Compliance with the delivery period shall be subject to Purchaser's fulfilment of its contractual obligations.

Partial deliveries are allowed.

#### **IV. SHIPPING**

Shipment is at the risk of the buyer, even in the case of carriage paid delivery. Transport and other insurances shall only be provided upon request and shall be borne by the purchaser. If shipment cannot be carried out under the agreed conditions, it shall be carried out under the best possible conditions at SERBOT AG's discretion. Costs for auxiliary cover or packaging used shall be borne by the purchaser.

Transfer of benefit and risk shall pass to the purchaser upon dispatch ex works, even if carriage paid delivery has been agreed. If the shipment is delayed through the fault of the purchaser, the risk shall pass to the purchaser already on the day of readiness for shipment.

Insurance against transport damage shall only be taken out on the order and at the expense of the purchaser.

#### **V. INVOICING AND PAYMENT**

All orders for standard equipment, custom-made products, additional options, engineering studies, project fees are to be paid in advance: First partial payment at the time of order, second final payment before training and delivery.

Payment terms for each order shall be as specified in the SERBOT order confirmation.

Invoices for repairs, assembly, tools, development costs and for models are payable immediately net.

Buyer shall examine the invoice immediately upon receipt. Complaints must be made within 7 (seven) days of the invoice date. After expiry of this period, the invoice shall be deemed accepted.

Payments shall be made by purchaser at SERBOT AG's domicile without deduction of discounts, expenses, taxes and fees of any kind within payment terms of invoice. In case of late payment, expenses and interest on arrears shall be charged. Unjustified deductions shall be subsequently charged.

SERBOT AG shall be entitled to charge the respectively valid value added tax for all amounts, which it may charge to the purchaser.

SERBOT AG shall not be obliged to accept bills of exchange. In case of acceptance, expenses shall be borne by the purchaser. Payment shall only be deemed to have been fulfilled when, in the case of bills of exchange, the bill has been honored or the purchaser's bank has also effectively paid the check.

It shall be inadmissible to reduce or defer payments due to complaints, claims or due to counterclaims of the purchaser not recognized by SERBOT AG. The goods shall remain the property of SERBOT AG until full payment has been made.

Orders shall only be accepted with an initial advance payment. If the advance payment is not received within the agreed period, the order shall be deemed null and void and cancelled.

A set-off by the purchaser is only permissible with a counterclaim of the purchaser that is legally established or undisputed by SERBOT AG. Only counterclaims recognized by SERBOT AG - also from notices of defects - shall entitle purchaser to withhold payments due.

In the event that justified doubts arise regarding the purchaser's ability to pay, SERBOT AG may make the further delivery dependent on securities.

In the unlikely event of non-payment, or significantly delayed payment, from the customer to SERBOT AG, in violation of the order's contractually agreed payment terms, then SERBOT AG reserves the right to terminate the

order contract with a prior written notice of 10 days to the customer. In this case, SERBOT AG will be entitled to claim any respective monetary damages that might have occurred to it, by the forementioned violation of the payment terms.

## **VI. RIGHT OF REVOCATION**

There is no automatic right of revocation for binding orders with one or more advance payments. SERBOT AG charges 2% (two percent) of the advance payments made for the administrative effort caused.

## **VII. GOODS RETURNS/ RETURNS**

SERBOT AG offers voluntary right of return exclusively for incorrectly ordered spare parts to be returned within 7 (seven) days at the purchaser's expense.

Returned spare parts must be in the original packaging and in unused condition. There is never a right to a 100% monetary refund.

If the spare parts are already used, the amount of compensation will be determined according to the condition of the returned goods. Returns are accepted only with a written explanation and a copy of the invoice or delivery bill.

Standard and custom robots, machines and products, special orders, personalized robots, machines and products, products, robots, and machines with written contracts, unsealed consumables, electronic components, or copyrighted items and paid in advance in whole or in part are never entitled to a return or credit.

## **VIII. RETENTION OF TITLE**

SERBOT AG retains title to the delivered goods until all its claims resulting from the delivery contract or from previous contracts between the parties have been settled.

The purchaser may neither pledge the delivery item nor assign it as security. In the event of seizures as well as confiscations or other dispositions by third parties, the purchaser shall immediately notify SERBOT AG thereof. The assertion of the retention of title as well as the seizure of the delivery item by SERBOT AG shall not be considered a withdrawal from the contract.

As long as purchaser is not in default of payment, purchaser shall be entitled to further process and resell the goods in the ordinary course of business. The retention of title shall also extend also to the new items created by processing. In case of combination or mixing with items not belonging to SERBOT AG, the latter shall acquire co-ownership.

The purchaser already now assigns to SERBOT AG any claims arising from resale, irrespective of whether the goods subject to retention of title are resold without or after processing and whether they are resold to one or more purchasers. The assigned claims shall serve as security for SERBOT AG in the amount of the value of the respective goods subject to retention of title sold. In the event that the goods subject to retention of title are sold by the purchaser together with other goods not belonging to SERBOT AG, whether without or after processing, the assignment of the purchase price claim shall only apply in the amount of the value of the goods subject to retention of title.

The purchaser undertakes to inform SERBOT AG upon request of the names of the third party debtors and the amounts of the claims. In case of default of payment by the purchaser, SERBOT AG shall be entitled to inform the third party debtor of the assignment and to assert the assigned claim.

In the event that its purchase price claims are endangered, SERBOT AG shall be entitled to immediately take back the goods subject to retention of title.

Upon the purchaser's request, SERBOT AG shall be obliged to release parts of the securities at its discretion if the value of the securities existing for SERBOT AG exceeds its claims by more than 20%.

Any costs of interventions shall be borne by the purchaser.

## **IX. INSPECTION AND ACCEPTANCE OF THE DELIVERY**

As far as it is customary, the delivery shall be inspected by SERBOT AG during manufacture. If the purchaser requires further tests, they shall be agreed upon in writing and paid for by the purchaser.

The purchaser shall inspect the delivery within 14 (fourteen) days and notify SERBOT AG immediately in writing of any defects. If it fails to do so, the delivery shall be deemed approved.

If the purchaser wishes acceptance tests, they must be agreed in writing. Purchaser shall duly sign the acceptance certificate submitted by SERBOT AG immediately and without delay. If the acceptance tests cannot be carried out

within the stipulated period for reasons for which SERBOT AG is not responsible, the properties to be determined with these tests shall be deemed to be present and approved.

If the delivery proves not to be in accordance with the contract upon acceptance, the purchaser shall immediately give SERBOT AG the opportunity to remedy the defects as soon as possible.

Any further claim of the purchaser due to defective delivery, in particular for damages and termination of the contract, shall be excluded.

If goods are inspected by the buyer prior to shipment, they shall be deemed to have been delivered in accordance with the agreed conditions.

If goods ready for delivery are stored at the buyer's disposal for reasons for which the buyer is responsible, the invoice may be issued immediately and payment may be demanded. The goods shall then be stored for the account and at the risk of the purchaser. This shall not affect SERBOT AG's right to demand takeover.

Immediately after receipt of the delivery, purchaser shall inspect the consignment for completeness and correctness of the goods and, if necessary, give written notice of defects immediately after their discovery.

If the Buyer fails to give notice of defects, the delivery shall be deemed to have been accepted.

Characteristics of the goods which are inspected by the Buyer or a third party commissioned by him prior to shipment and which are not objected to cannot be complained about later. After resale,

After resale, processing or installation of the goods, defects that can be detected immediately after receipt of the goods can no longer be complained about.

Claims arising from any defects in the delivery can only relate to the individual defective parts. In this respect, the deliveries shall be deemed to be divisible performances.

## **X. WARRANTY**

SERBOT AG shall be liable for defects in delivery, which shall also include the absence of expressly warranted characteristics, to the exclusion of further claims as follows:

1. all those parts shall be repaired or newly delivered free of charge at SERBOT AG's reasonable discretion, which within six (6) months after acceptance at Purchaser's works are demonstrably rendered unusable or significantly impaired in their usability as a result of a circumstance occurring prior to the passing of risk - in particular due to defective design, poor construction materials or defective workmanship. The determination of such defects shall be reported to SERBOT AG immediately in writing. Replaced parts shall become the property of SERBOT AG. If shipment, installation or acceptance is delayed through no fault of SERBOT AG, liability shall expire at the latest eight (8) months after delivery or after notification of readiness for shipment. For third party products, SERBOT AG's liability shall be limited to the assignment of the liability claims to which it is entitled against SERBOT AG of the third party product.
2. the purchaser's right to assert claims arising from defects shall expire in all cases from the time of the timely complaint within six (6) months, however at the earliest after expiry of the warranty.
3. No warranty shall be assumed for damages which have arisen for the following reasons: unsuitable or improper use, faulty assembly or commissioning by the purchaser or third parties, improper maintenance, non-compliance with the operating instructions of the technical specifications, maintenance and user manuals determined by the manufacturer, natural wear and tear, faulty or negligent treatment - in particular excessive stress - unsuitable operating materials, replacement materials, defective construction work, chemical, electrochemical or electrical influences, insofar as they are not the fault of SERBOT AG.
4. The purchaser shall give SERBOT AG the necessary time and opportunity to carry out all repairs and replacement deliveries which SERBOT AG deems necessary in its reasonable discretion after consultation with SERBOT AG, otherwise SERBOT AG shall be released from the liability for defects.
5. SERBOT AG may refuse to remedy defects as long as the purchaser has not fulfilled its obligations.
6. Any modifications or repair work carried out on the part of the purchaser or third parties without prior approval of SERBOT AG shall void the liability for the consequences arising therefrom. Maintenance and user manuals of SERBOT AG shall, without prejudice, have priority over the purchaser's own manuals and operating instructions.
7. Any liability of SERBOT AG for the delivered goods being suitable for the purposes envisaged by the purchaser shall be excluded in any case; likewise, any compensation for damage which should arise in connection with the processing of the goods shall be rejected.
8. Further claims of the purchaser, in particular a claim for compensation of damages which have not occurred to the delivery item itself, do not exist.
9. Warranty period without additional extension: 12 months after delivery Incoterms EXW.

10. The warranty granted to the device includes free repair of the defects, which are demonstrably due to the use of non-perfect material or manufacturing defects.
11. The warranty is not an on-site warranty, return delivery/travel/return costs are not part of the warranty service. Defects resulting from improper installation, maintenance or handling of the equipment are expressly excluded from the warranty. Warranty work carried out by you or external personnel, which is charged to us, requires our prior written approval. Further claims are excluded.
12. No warranty or liability of any kind is assumed for damages and/or consequential damages in connection with this product. SERBOT AG reserves the right to repair, rework, supply replacement parts or refund the purchase price. Wear parts and mechanical damages are excluded from the warranty.
13. The warranty obligation of SERBOT AG shall not apply if purchaser fails to fulfil its essential contractual obligations, in particular its obligations to notify defects and to pay.

If a repair is carried out in exercise of the warranty obligation, the warranty period shall be suspended with respect to the affected part for the duration of the repair work.

In all other respects, the above conditions shall also apply to such rectification work.

In case of disputes with regard to the warranty of certain properties of the goods, a neutral expert to be appointed by SERBOT AG shall decide exclusively. Any random samples to be taken shall be taken together if possible.

The costs of the examination or appraisal shall be borne by the complaining party.

#### **XI. SCOPE OF LIABILITY**

All other claims of Purchaser beyond the claims agreed in these Terms and Conditions of Sale, in particular for compensation of damages of any kind, whether under warranty or any other legal ground - including non-contractual liability - shall be excluded.

The foregoing limitation of liability shall not apply in the event of intent or gross negligence on the part of SERBOT AGs or its executives and vicarious agents as well as in the event of non-compliance with warranted characteristics, insofar as Purchaser was to be safeguarded by the warranty against damages of the type that occurred. The liability existing hereunder shall be limited to the compensation of the typical and foreseeable damage.

All claims of purchaser against SERBOT AG shall become time-barred at the latest 12 (twelve) months after receipt of the goods by purchaser, unless shorter limitation periods are provided by law or contract.

In case of rental equipment, the purchaser is obliged to take out a machine breakdown insurance for the duration of the rental.

SERBOT AG accepts no liability for demonstrations of equipment on site. Liability is the responsibility of the customer.

#### **XII. RIGHT OF SERBOT AG TO WITHDRAW FROM THE CONTRACT**

In case of unforeseen events in the sense of section III of the terms of delivery, if they significantly change the economic importance or the content of the performance or have a significant effect on the operations of SERBOT AG, and in case of subsequent impossibility of performance, SERBOT AG shall have the right to withdraw from the contract in whole or in part. Claims for damages of the purchaser due to such a withdrawal shall not exist. If SERBOT AG wants to make use of the right of withdrawal, it shall inform the purchaser immediately after realizing the consequences of the event, even if an extension of the delivery period was initially agreed with the purchaser.

#### **XIII. COPYRIGHT**

SERBOT AG equipment, logos, product names and company logos are registered, protected and internationally patented.

Any copying of the equipment, its logos, product names and company logos is prohibited.

The use of the logos, product names, marketing material, images, videos and content of the SERBOT AG website is prohibited without written permission.

#### **XIV. PRODUCT LABELING**

SERBOT AG products are labeled with product name logo and company logo. Removal of these logos is prohibited. Logos of the customer may be added without covering the original inscriptions.

**XV. ONLINE STORE**

By "sending" the order or offer in the online store, the General Terms and Conditions (GTC) of SERBOT AG are accepted. Misuse or the intentional provision of false data will be prosecuted using the recorded IP of the provider. In case of system, software or operating errors, no claim for damages or further claims can be made under any circumstances.

All published data, photos and documentations are published without guarantee on the website and on the online store. Changes are reserved.

**XVI. PLACE OF PERFORMANCE AND JURISDICTION**

The place of performance and jurisdiction for all obligations as well as the place of jurisdiction for actions on bills of trade shall be Stans, NW, Switzerland for both parties. Conditions of the purchaser which are in contradiction with these terms of delivery shall not be binding for SERBOT AG, even if they form the basis of the order and SERBOT AG has not expressly objected to their content.

SERBOT AG shall also be entitled to bring an action against the purchaser at the place of jurisdiction responsible for the purchaser's place of business.

In case of foreign orders, the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

The German text of these Terms and Conditions is legally binding.

Swiss law shall apply in addition to these Terms and Conditions of Sale.

The German text shall be authoritative for the interpretation of these Terms and Conditions of Sale.

Any provisions deviating from these Terms and Conditions of Sale, in particular the terms and conditions of business of the purchaser, shall only become effective upon SERBOT AG's specific written confirmation. The mere acceptance of an order by SERBOT AG can in no case mean an acknowledgement of the terms and conditions of the purchaser. At the latest when the goods pass into the possession of the purchaser or the purchaser makes use of the services of SERBOT AG, these terms and conditions of sale shall be deemed accepted by the purchaser, even without its express confirmation.

**XI. MISCELLANEOUS**

Should any provision of these terms and conditions become invalid, the entirety of these terms and conditions shall not be affected thereby.

**Special Conditions for Delivery with Installation and Commissioning**

- 1) All costs and expenses incurred by SERBOT AG technicians for installation and commissioning in the purchaser's plant shall be reimbursed by the purchaser, in particular also for overtime, Sunday and holiday work. Travel time and waiting time shall be considered working time. The costs for travel to and from the site for SERBOT AGs personnel as well as transport of material and installation tools shall be reimbursed by Purchaser.
2. All structural work on the building must be completed prior to the start of installation to such an extent that installation can be started immediately after delivery and carried out without interruption.
3. For the storage of machine parts, materials, tools, etc., the purchaser shall provide a dry, illuminated and lockable room, which is under supervision and guarded.
4. For installation and commissioning at purchaser's plant, purchaser shall grant SERBOT AGs personnel unhindered and undelayed access, at least eight (8) hours per day during normal working hours.
5. Buyer shall provide at its own expense and in a timely manner:
  - a) Support crews and skilled labor in such numbers as SERBOT AG deems necessary,
  - b) The equipment and supplies necessary for installation and commissioning,
  - c) The unloading of trucks, railroad wagons or any means of transport and the transport of the items to the place of installation.
6. The risk of transport of the delivered parts brought by the Buyer shall be borne by the Buyer.

These General Terms and Conditions of Sales and Delivery are valid and binding if declared and recorded in our offer or in the order confirmation. Other requirements specified by the purchaser shall only be valid if they have been expressly accepted in writing by SERBOT AG in the order confirmation.

**SERBOT AG****Stans, Switzerland 2012-2024**