

VALID AS OF 1/1/2017

# Terms of Sale and Delivery

## Stäubli Electrical Connectors GmbH (hereinafter referred to as “Stäubli”)

### 1. Application

Unless something to the contrary is agreed in writing, the following terms apply exclusively to all deliveries and services (hereinafter referred to as Deliveries), including future ones. Our customers' terms and conditions only apply if we agree to them in writing.

### 2. Offer – order confirmation

Our offers are non-binding. Contracts shall only come into force following our written order confirmation or delivery. Additional agreements must be made in writing.

### 3. Cancellation or modification of orders

Orders confirmed by Stäubli are binding. In exceptional cases, and depending on the work already performed, the customer may be permitted to cancel or modify a binding order, subject to Stäubli's express approval. A modification may increase costs or postpone the delivery date. Stäubli shall inform the customer of this. The modification does not become binding until the customer has agreed to the cost change in writing. Section 6 para. 2 applies to the postponement of the date.

### 4. Prices

The prices, information, and characteristics given in the catalogs, data sheets, or other documents are non-binding. They are for information purposes only.

In the absence of a specific agreement, the prices are understood as including packaging and shipping CPT the customer's premises (Incoterms® 2010), plus the applicable value added tax.

The minimum order amount for small orders is €100.00.

For delivery periods of more than 2 months, Stäubli is entitled to increase or decrease

the agreed prices accordingly if significant changes to wages, material, energy, or raw material costs, for which Stäubli is not responsible, occur after the contract is concluded. Such a price increase shall not exceed 10%.

### 5. Payment

The agreed price is due within 30 days of invoicing. Discounting is not permitted. Payments shall only be deemed to have been made once Stäubli has free access to them from its bank. Stäubli only accepts checks for payment; the customer shall bear any bank fees. These are due immediately. In the event of default on payment, Stäubli shall charge interest at 9 percentage points above the base interest rate, but at least 10%.

If justified concerns exist about the customer's ability to pay, or an application has been made to open an insolvency proceeding against its assets, Stäubli is entitled, at its discretion, to withdraw from the portion of the delivery contract that has not been fulfilled or to demand collateral or advance payment.

The customer is only permitted to withhold payments or offset them against Stäubli's claims insofar as the counterclaims are undisputed or legally established.

The customer may only assign claims against Stäubli with written permission from Stäubli.

### 6. Delivery – transfer of risk

The written offer or order confirmation from Stäubli determines the scope of the delivery. Delivery periods begin upon receipt of the order confirmation, but not before all details of the order fulfillment and technical questions are resolved and any agreed advance payment or payment security has been re-

ceived. For sales abroad, the customer must obtain all necessary permits (import license, foreign currency transfer approval, etc.) in advance.

Customer change requests shall extend the delivery period until Stäubli has reviewed their feasibility and, if the change is made, by the amount of time necessary in order to meet the new production requirements. If the change request interrupts ongoing production, Stäubli is entitled to give preference to and conclude other orders. Stäubli is not obligated to reserve production capacity during the delay.

The delivery shall be CPT the customer's premises as per Incoterms® 2010. If transport is delayed for reasons for which Stäubli is not responsible, the delivery deadline shall count as met if the goods are made available for shipping by the end of the deadline. Meeting the delivery dates or deadlines presupposes fulfillment of the contractual obligations by the customer.

In the event of delivery delay, Stäubli's liability for ordinary negligence is limited to 0.5% per full week of delay, but at most a total of 5% of the net invoice amount of the portion of the delivery affected by the delay. This does not affect the claim for damages in place of performance as per section 11. No later than when the contract is concluded, the customer shall inform Stäubli of contractual penalties that apply vis-à-vis its customer.

Stäubli is entitled to make partial deliveries to an extent that is reasonable for the customer.

In the absence of a separate agreement, the risk passes to the customer in accordance with CPT the customer's premises as per Incoterms® 2010, i.e. upon handover to the first freight forwarder. If transport is delayed for reasons for which Stäubli is not respon-

sible, the risk passes to the customer when the goods are made available for shipping. If transport is delayed due to circumstances for which the customer is responsible, Stäubli shall store the goods at the customer's expense at its premises or with a third party and shall charge at least 0.5% of the net invoice amount of the stored delivery on a monthly basis if the goods are stored at the Stäubli plant. Otherwise, following demonstrably incurred costs for more than two weeks from the notification of readiness for dispatch, Stäubli has the right to withdraw from the contract, to sell the goods to another party and to claim damages.

If the products must be prepared for delivery, the customer shall perform this preparatory work in a timely fashion in accordance with Stäubli's instructions in order to ensure that the conditions necessary for installation of the products are met. To support Stäubli, the customer shall provide all equipment, materials, and/or resources of any kind that are necessary.

If the customer fails to fulfill its obligations that are necessary for performing the installation correctly and in a timely fashion, Stäubli shall have the products placed in storage at the expense and risk of the customer. The customer must pay the portion of the agreed price that would have been due without the delay.

## 7. Transport

Transport damage must be reported in writing to the transport company by the recipient of the goods immediately after receipt, with a copy sent to Stäubli. Stäubli is not liable for the destruction, damage, loss, or theft of the goods during and due to transport.

## 8. Packaging

Stäubli shall take back packaging in Germany, but not from the private end user, in the sense of the German Packaging Directive (Verpackungsverordnung – VerpackV), at its place of business during normal busi-

ness hours; the customer bears the costs of return shipping. The packaging must be returned clean, free of foreign substances, and sorted by type.

## 9. Retention of title

Stäubli retains the title to the delivered goods until the customer has settled all claims arising from the business relation ("reserved goods"). If a current account relationship exists, the retention of title extends to the recognized balance. The customer is obligated to treat the reserved goods with care and maintain them; in particular, it must insure them at its own expense against loss and damage to an extent sufficient to cover the replacement value. The insurance policy and proof of payment of the premiums shall be submitted to Stäubli upon request. The customer hereby assigns claims arising from the insurance relationship to Stäubli. The assignment shall cease as soon as the title passes to the customer.

Processing of the reserved goods by the customer shall be done for Stäubli as the manufacturer, without Stäubli thereby incurring an obligation. If the reserved goods are connected to other goods, Stäubli shall acquire joint ownership of the newly manufactured goods in accordance with the proportion of the net invoice value of the reserved goods to that of the other materials. The customer is only allowed to resell the reserved goods or new goods in the ordinary course of business; however, it hereby assigns in advance to Stäubli all claims that accrue to it from the resale or reuse. If the reserved goods are sold after processing, connection, or mixing, the assignment of claims from the resale only apply up to the amount of the value of the reserved goods charged to the customer by Stäubli. Stäubli accepts the assignment. The customer is entitled to collect the claims assigned to Stäubli as long as it meets its obligations in terms of payment to Stäubli. Stäubli can restrict this authority to collect at any time on the basis of a legitimate interest, or revoke

it for cause, especially in case of default on payment, and demand that the customer make the assigned claims and their debtors known, provide all information necessary for collection, hand over the associated documents, and notify its debtors of the assignment. Taking back reserved goods does not entail withdrawal from the agreement. If Stäubli declares withdrawal, Stäubli is entitled to sell them on the open market. Access by third parties to the reserved goods must be reported to Stäubli immediately. The customer shall bear the costs incurred by defense against access, unless they can be recovered from the third party.

If the value of the securities exceeds Stäubli's claims by more than 10%, Stäubli shall, upon the customer's request, release securities at its discretion in this connection.

## 10. Liability for defect

Obvious defects must be reported to Stäubli in writing immediately after receipt of the goods, and hidden defects immediately after discovery. If the complaint is not made immediately, all claims and rights arising from liability for defect for this defect expire. Infringement of third-party rights only constitutes a defect if these property rights exist in the Federal Republic of Germany.

The limitation period is 12 months from transfer of risk, insofar as Stäubli is not liable for bodily injury, does not violate its obligations intentionally or through gross negligence, and does maliciously conceal the defect, or insofar as it has assumed a warranty beyond that, or a longer period is required by law.

In the absence of an agreement to the contrary, the customer is responsible for the interfaces and system. We are not liable for malfunctions or defects due to our goods being used together with or in interaction with other products or installed on a console or as part of a system.

In the event of justified complaints, Stäubli shall replace the goods or correct the defects at its discretion. If this subsequent ful-

fillment fails, is refused without justification, or is delayed, the customer can, after an appropriate grace period has ended without a successful resolution, demand a price reduction or, for defects that are not insignificant, withdraw from the agreement and demand damages instead of performance as per section 11. Subsequent fulfillment costs incurred through the sold object being moved after delivery to a location other than the customer's commercial location shall not be assumed. Parts replaced by Stäubli in the course of the subsequent fulfillment shall be surrendered to Stäubli and become Stäubli's property.

Overdelivery or underdelivery of +/- 10%, such as is customary in trade, is permissible for custom-made items.

If the defect was caused by an essential third-party product, liability is initially limited to the assignment of claims for defect and rights arising from liability to which Stäubli is entitled against the supplier of this third-party product, unless collection of the assigned claim or right fails or cannot be enforced for other reasons. In this case, the customer is again entitled to the rights from the previous paragraphs.

### 11. Liability limitation

Stäubli is liable in accordance with the law for intent or gross negligence, for malicious concealment of defects, for fatal injury, bodily injury, or injury to health, or in accordance with the Product Liability Act (Produkthaftungsgesetz). If a warranty has been assumed, we are liable in accordance with any warranty conditions.

In case of ordinary negligence, Stäubli is only liable for violation of an essential contractual obligation, the fulfillment of which is necessary in order to properly execute the contract and fulfillment of which the customer regularly relies on and can rely on, and, unless something to the contrary is agreed in section 6, its liability is limited to compensation for foreseeable and typical damage. In all other cases, Stäubli's liability is excluded.

The customer's claims for defects become time-barred 12 months after transfer for risk; other claims do so 12 months after the start of the statutory limitation period. Notwithstanding sentence 1, if Stäubli is liable for assuming a warranty, the scope of the warranty commitment applies; for malicious concealment of a defect, and for claims for damages according to the Product Liability Act, for bodily injury, fatal injury, or injury to health, and due to intentional or grossly negligent violation of obligations, the statutory limitation rules apply.

### 12. Intellectual property

Except for the right to use the product, which is granted automatically through the sale, all commercial or intellectual property rights and know-how embodied in the product remain the property of Stäubli. The customer undertakes not to in any way infringe trademarks, design rights, patents, or any other form of commercial or intellectual property rights that belong to Stäubli or that are transferred in the license, nor to enable third parties to infringe them.

Stäubli retains complete ownership of and copyright for all studies, drawings, documents, designs, technical calculations, cost estimates and technical information made available to the customer in connection with the products. Unless something to the contrary is expressly agreed, these documents must not be duplicated, nor disclosed or made available to third parties. If no orders are placed, these documents must be returned to Stäubli immediately in full.

The figures, drawings, and information on color, weight, and dimensions contained in the offer only represent approximate values unless they are expressly described as binding. The customer is obligated to review studies and calculations provided to it and ensure that they correspond to its planned conditions of use.

### 13. Export control

The products and the technology and documents associated with them may be subject to domestic or foreign laws or international export restrictions. The customer shall observe the export restrictions in connection with export, re-export, resale, or use of the products and, in particular, neither directly nor indirectly export or re-export the products or the associated technology and documentation to any country or to any legal or natural person against which/whom sanctions or embargoes are in place.

The customer shall not use the products for the development or manufacture of biological or chemical weapons, missile systems, or other weapons of mass destruction, or for any other activity connected with these. If the customer requires a permit to export the products, the customer must obtain it in a timely fashion or, if an agreement to this effect exists, fully support Stäubli immediately and provide the information and documents that are necessary in order to obtain the official approvals and permits for export from the public authorities. In particular, upon Stäubli's request, the customer shall notify Stäubli of the intended destination, the end user, and the type of use of the products.

The customer must inform Stäubli if it intends to export the products, and it is the customer's responsibility to notify Stäubli of the intended destination, end user, and type of use of the products; the customer is also responsible for ensuring that all exports comply fully with the applicable export requirements.

### 14. Force majeure

Unforeseen and unavoidable events for which Stäubli is not responsible, such as force majeure, strikes and lockouts, operational disruptions, difficulties in procuring materials and energy, transport delays, shortages of staff, power, and raw materials, measures taken by public authorities and difficulties in obtaining permits, espe-

cially import and export licenses, extend the delivery period by the duration of the disruption and its effects. This also applies if the hindrances affect Stäubli's upstream suppliers or occur during an existing delay. If the hindrance is not merely temporary (longer than 30 days), the parties shall discuss the option of a contractual adjustment. If this is not possible, both contracting parties are entitled to withdrawal. Claims for damages are excluded in the cases named in paragraph 1.

#### **15. Data Protection Act**

For the purpose of order processing, Stäubli stores and uses the customer's personal data provided when the order was placed and in the course of order processing in accordance with the Data Protection Act.

#### **16. Place of fulfillment – place of jurisdiction – applicable law**

The place of fulfillment for all performance arising from the delivery contracts, including payments, is Stäubli's registered head office.

The place of jurisdiction for all disputes arising from the delivery contract is Stäubli's registered head office. However, Stäubli is also entitled to assert its claims in the general place of jurisdiction of the customer.

German law applies, with the exclusion of the Vienna Convention on Contracts for the International Sale of Goods (CISG) of April 11, 1980.