

VALID FROM 01.01.2017

General Terms and Conditions of Sale

Stäubli Electrical Connectors Essen GmbH (herein after called „Stäubli“)

1. Application

These general terms and conditions (the “General Terms and Conditions of Sale”) are brought to the customer’s attention with the sale proposal or, in case of a direct sale, via the order confirmation, and are available under www.staubli.com/electrical.

They replace and cancel any previous general terms and conditions of sale appearing on any Stäubli document or agreed upon in any other manner. All sales are concluded subject to the condition precedent of the application of these unchanged General Terms and Conditions of sale, thus it is deemed that the customer has unconditionally accepted these terms and conditions.

The General Terms and Conditions of Sale shall prevail over those of the customer, notwithstanding any conflicting clauses provided for in customer’s general terms and conditions and subject to any amendments which may be made to the General Terms and Conditions of Sale under the provision of this clause.

Any contractual provision contrary to these terms and conditions must be proposed to Stäubli in writing, separately from the pre-printed terms on the customer’s documents or from these printed General Terms and Conditions of Sale, and prior to Stäubli’s acceptance of an order. In order to be binding on Stäubli, the proposed modification must be expressly approved by Stäubli in writing and signed by Stäubli.

2. Order Confirmation

Orders sent by the customer constitute order proposals and are subject to acceptance by Stäubli. They must be complete and all their elements precisely defined. An order shall be considered accepted by Stäubli only when the customer has received a written order confirmation within 7 business days.

3. Cancellation or Modification of Orders

All orders placed with Stäubli are firm and definitive. Exceptionally, they may be cancelled or modified at customer’s request, subject to Stäubli’s express consent. In case of modification: any modification may increase the cost of the order, which shall be notified to the customer for acceptance, and / or may cause delays for the respective order. In case of cancellation: all cost and expenses incurred by Stäubli until such cancellation and in relation to that order are to be borne by the customer.

4. Brochures, Technical Information

The information and characteristics presented in any catalogue, brochure, technical or specification sheets, assembly instructions or any other documentation are for information purposes only and shall, under no circumstances, be considered as firm offers. These documents are legally not binding. Stäubli reserves the right to carry out such modifications or improvements as it deems necessary on any products.

5. Prices – Packaging

Prices are net prices and quoted ex works (Incoterms 2010), exclusive of any packaging and installation and exclusive of any taxes.

For small orders Stäubli reserves the right to charge a minimum of € 150.– per small order.

The customer shall bear all taxes, fees, cost, duties, tax stamps, inspection costs, insurance premiums as well as any costs incurred pursuant to foreign legislation (if any). Products are packed for transport. Packaging is carried out according to industry practices and in such way as to ensure that products are transported in the best conditions.

6. Payment

Unless expressly otherwise agreed on in writing, all payment shall be made within 30 days upon invoice date, net, cash and without any discount. In case a down payment from customer has been agreed on, no interest shall accrue thereon.

Customer shall not be entitled to withhold or set off any payments, except for any undisputed claims (i.e. claims that are accepted in writing by Stäubli) or if claims have been finally asserted by a competent court.

In case of non-payment by the due date, Stäubli may apply an interest for late payment amounting to 9 percentage points above the base rate, but not less than 10%. Any debt collection costs including all legal and attorney cost that Stäubli may incur for the collection of any amount due shall be borne by the defaulting customer.

If, at any time and in the sole opinion of Stäubli, the ability of customer to promptly pay the invoices as due becomes impaired, Stäubli may request guarantees and / or special payment terms and reserves the right to suspend the performance of pending orders.

7. Delivery

A delivery period is deemed to begin (i) after all commercial and technical details have been clarified and agreed on in writing and (ii) all documentation and components to be procured by the customer have been supplied to Stäubli. Unless a firm deadline has been expressly agreed on in writing, delivery periods are estimates only and not guaranteed. Any modification of an order in the process of being executed, if accepted by Stäubli, leads to an extension of the agreed delivery period as indicated by Stäubli to the customer.

Deliveries are made by the least expensive mode of shipment. Any costs for other transport means or express shipment shall be solely borne by the customer.

In case of custom-made products, the quantity may vary by 10% (plus or minus) as compared to the quantity ordered, with no adjustment to the invoiced price.

If the customer does not remove the products where the place of delivery has been agreed on to be Stäubli or premises of Stäubli or refuses to accept such products, and upon the expiry of the delivery period, Stäubli shall have the right to store the products at the customer's expense and risk and to request the reimbursement of freight and handling costs. If the delay in removing the products from Stäubli premises exceeds two weeks from the date on which the customer has been informed about their availability, Stäubli shall have the right to terminate the contract, resell the products and claim the difference between the initially agreed price with customer and such resale price.

In case of self-pickup for deliveries abroad, the customer is obliged to provide official documents to prove actual export of the products.

8. Transport

Transport damages must be immediately reported by the recipient of the products to the carrier in writing, with a copy to Stäubli. Under no circumstances shall Stäubli be liable for any destruction, damage, loss or theft occurring during the transport of the products.

9. Passing of Title and Risks

Title to the products delivered shall not pass to the customer until the actual payment in full of the principal amount, interest and ancillary cost.

Notwithstanding the title retention as set forth above, the risks pertaining to the delivery of products (including the risks of loss or destruction) shall pass, if no INCOTERM for the delivery has been expressly agreed

on, at the time when Stäubli informs the customer in writing about the availability of the ordered products.

10. Warranty

The Stäubli warranty only applies to products delivered by Stäubli and exists only towards the customer of Stäubli. It does not apply to any third party purchaser. The warranty covers any manufacturing defects or defects in materials from the invoicing date and where such products are used under normal operating and maintenance conditions for a period of 12 months for all products.

Except for the warranty of the technical characteristics and specifications of the product pursuant to the commercial documentation of Stäubli, Stäubli does not warrant any performance or result of the product in connection or combination with other products or when installed or fixed on a panel or when being part of a system.

To invoke the provisions of the warranty, the customer must notify Stäubli, in writing and within the above stated warranty period, of the defects allegedly found in the products and provide proof thereof. The customer must facilitate the assessment of these defects. The customer shall not, without the prior written consent of Stäubli, carry out any repair or removal himself or arrange for doing so by a third party.

Under the terms of warranty Stäubli may, at its sole discretion, choose whether to supply new products (of the same type if still available), repair or replace the products, ex works, all the products covered by the warranty and found to be defective by Stäubli. Stäubli shall not be liable to pay any compensation for any reason whatsoever and in particular for any loss or damage of any kind (physical, material or financial loss in relation to the [allegedly] defective products, loss of business, loss of revenue or loss of reputation, etc.)

Repairs or replacements made under the terms of warranty shall not extend the war-

ranty period. Parts replaced during the warranty period shall be returned to Stäubli and shall become property of Stäubli.

Stäubli excludes all liability for and the warranty shall not cover any defects (and any damage whatsoever arising therefrom) resulting from

- any assembly or installation or use of the products that does not comply with Stäubli's instructions or specifications (documentation, operating and assembly instructions, special recommendations, etc.) or professional standards,
- abnormal use of the products, defective or unsuitable maintenance, negligence or any use other than the use for which the products were intended,
- materials supplied (or design imposed) by the customer, or from servicing or maintenance performed on the products by third parties not expressly authorized by Stäubli;
- acts of God or force majeure as well as defects and consequences thereof resulting from normal wear and tear of the Product,
- a non-Stäubli product being used, assembled with or integrated into a Stäubli product (unless so expressly agreed by Stäubli). Stäubli does not accept any liability from any such combination.

Stäubli shall not be liable for any warranty other than listed above.

11. Claims and returns

Any claims relating to an alleged defect of the products or in relation with the delivery of the products have to be made by the customer in writing for apparent defects within 14 days upon receipt of the products and for hidden defects within 14 days upon discovery, but in any case within the warranty period stated in clause 10. Returns will be accepted only if authorized beforehand by Stäubli, and may be repaired or exchanged at Stäubli's sole discretion.

Products manufactured according to the instructions or designs provided by the cus-

customer shall not be taken back or exchanged, and consequently no credit or return payment is granted except in case of a defect recognized by Stäubli.

12. Intellectual Property

Stäubli retains all rights to intellectual property and know-how related to the products sold by Stäubli. The customer undertakes not to reproduce or procure the reproduction of the trademarks, design rights, patents and any other industrial or intellectual property rights held by, or licensed to, Stäubli, in whole or in part. Stäubli has and shall retain full ownership and copyright of any studies, drawings, documents, designs, technical calculations, cost estimates, technical information provided to the customer concerning the products supplied thereto. Any such documents shall neither be reproduced nor disclosed or made available to any third party. If no order is placed, all such documents must be returned to Stäubli without delay.

All documents provided are not binding and Stäubli reserves the right to modify the products in any manner it deems necessary. In any case the customer is responsible for verifying the studies and calculations provided to the customer and for checking that they comply with the conditions of use expected by the customer.

13. No Liability – Force Majeure

Stäubli shall be released from any undertaking, in particular with regard to delivery periods:

- in the event that the customer has not complied with the payment terms;
- in the event that the customer has not provided supplies, components, information or documentation within the agreed deadline;
- in the event of force majeure or occurrences, such as: lock-outs, strikes, epidemics, embargoes, accidents, rejection of principal parts being manufactured, interruption or delay in transport, disruption

to supplies or any other event beyond the control of Stäubli occurring at the premises of Stäubli, its suppliers or sub-contractors, including when resulting in layoffs or short-time working.

14. Jurisdiction – Applicable Laws

The General Terms and Conditions of Sale and any supply of products thereunder are governed by German law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

All disputes arising out of or in connection with the General Terms and Conditions of Sale and any supply of products thereunder shall be submitted to the exclusive jurisdiction of the courts in Essen, Germany.