



GENERAL TERMS OF BUSINESS OF ROBATECH AUSTRALIA PTY LTD A.B.N. 49 002 747 926

1. Scope of application

The Terms of Business described in the present document apply to all supplies and performances of Robatech. The provisions are valid exclusively. Any deviating provisions must be recorded in writing and signed by Robatech. Any contractual items not covered specifically in this document are subject to the provisions of the VSM (Association of Swiss Machinery Manufacturers).

2. Conclusion of the Contract

Quotations for supplies by Robatech are not binding and shall be understood as mere invitations to the addressee to place an order enquiry with Robatech. A contract arises only when Robatech submits its written order acknowledgment. Hereby the customer shall be bound by its order for the duration of one month from the date on which the order is received by Robatech. The order acknowledgment is deemed to mean acceptance of the order with the effect that the contract is concluded. By accepting the order, Robatech does not commit itself to recognise the conditions of purchase of the buyer. Such a commitment would require Robatech's express confirmation in writing.

If the ordering party demands guarantees on the fulfillment of special requirements which exceed the specifications as per technical data sheets or brochures, the following information/documents of the ordering party are required to be an integral part of the contract: 1. A Completely filled-in checklist initialed by the customer; 2. Data sheet of the adhesive; 3. project sketch (outline). The delivery time and manufacturing period, respectively, will only start after receipt in full of these documents and after specification of all details by the Sales and Engineering Departments of Robatech. The delivery time refers to the production time exclusively. The delivery time for the system runs from the date of complete definition of all order parameters and the date on which the project specification is completed and signed.

Project amendments at the customer's request of changes of the requirements may result in deadline postponements and price adjustments. In case of fundamental project changes, Robatech shall not be bound to abide by its original quotation or the order.

3. Special regulations and standards

With the request for a quotation at the latest, the ordering party shall draw Robatech's attention in writing to the regulations and standards which refer to the execution of the products, their operation and the prevention of diseases and accidents. If no such regulations and standards are known, Robatech shall supply in compliance with its internal standards.

4. Price

The information provided in Robatech's brochures and price lists is only binding if this is expressly confirmed in the order acknowledgment. Robatech reserves the right to alter its prices at any time without prior notice. The prices always refer to the offered quantity exclusively. The prices valid at the time of ordering shall apply.

5. Payment Terms

Payment shall be made net within 30 days from the date of the invoice. Exceptions must be agreed in writing. If the ordering party allows a payment date to lapse without payment, it shall be in arrears without reminder and owe Robatech interest on arrears from the date payment was due. Any retention of due payments or offsetting with counterclaims by the ordering party is inadmissible unless Robatech has expressly and in writing accepted the counterclaim or the counterclaim has been confirmed in an absolute judgment. If Robatech accepts a draft or cheque on the basis of a special written agreement, the cost of discounting and payment shall be borne by the

ordering party. The amounts shall be credited to the ordering party after receipt only.

6. Taxes

"GST" means any value added, consumption, turnover or similar tax impost or duty payable to the Commonwealth of Australia or to any of its states or territories including the Goods and Services Tax Act 1999 "the GST law". The amount of any GST which is applicable to this sale is not included in the price of the products and shall be paid by the Buyer to the Seller at least (5) five days before seller is required to pay the same pursuant to the GST law. If not so paid, or if such tax is not separately stated and collected at the time of payment of the sale price, Buyer shall indemnify Seller against such payment.

7. Delivery Terms

All deliveries of Robatech are affected ex works Sydney or Melbourne. The costs of packing, transport, and insurance shall be invoiced to the ordering party. Any disposal costs are not included and shall be charged for separately.

Delivery times apply to the extent that they have been agreed to with the order acknowledgement. Part consignments are allowed. Delivery date shall be the date on which the goods are handed to a transport company or on which the goods readiness for picking up is notified to the customer. Robatech adheres to the stated delivery time to the best of its abilities. If delivery dates cannot be maintained, Robatech shall inform the customer of the delay. A delivery delay does not entitle the ordering party to dissolve or withdraw from the contract or renounce on the subsequent fulfillment by raising a claim for direct or indirect damages.

If a customer suffers damage as a result of a delivery delay for which Robatech is responsible, Robatech shall accept a penalty amounting to 1% of the value of the goods per week of delayed delivery, and from the fifth week 2%, up to a maximum amount corresponding to 10% of the value of the goods. A valid claim on the part of the ordering party arises only if it can be submit proof of a suffered damage and a fault of Robatech. The penalty takes the place of any damage due to delay. Apart from or over and above the penalty the penalty the ordering party shall not be entitled to any further claim for damages based on delayed delivery. In all cases of acts of God, i.e. also if unforeseen events occur in manufacture or distribution (such as delayed raw material supplies, boycotts, strikes, lockouts, etc.), whether in Robatech's own operations or at suppliers' or forwarders, Robatech shall be released from the obligation of maintaining the delivery time without the purchaser being able to deduce any right in its favour from such circumstances.

8. Product Documentation

Robatech prepares suitable documents concerning commissioning, operation and maintenance of the products. Production drawings are not submitted. All rights (in particular, property, know-how, copyright and any further industrial rights) in documents, products and software remain with Robatech, irrespective of whether such documents were prepared before or after conclusion of the contract. The documents may be used for internal purposes exclusively and copying of any kind and the disclosure to thirds are expressly prohibited.

9. Warranty / Liability

The ordering party shall inspect or arrange for the inspection of the component delivered by Robatech immediately upon receipt. Any warranty obligation of Robatech is excluded if the inspection is omitted or if deficiencies are not notified to Robatech in writing within eight days from receipt of the goods with an accurate and comprehensive description of such deficiencies.



Robatech guarantees that the offered goods as individual component will provide the functions described in the order acknowledgment for the project. Robatech does not guarantee the materials to be processed, the ordering party's basic machine or the end product resulting therefrom. The evaluation of the carrier materials, basic machines and adhesive are the customer's responsibility in any case. Unless agrees otherwise, any samples produced by Robatech in laboratory or other tests and approved by the customer shall be the model/criterion for the application pattern to be achieved. The specifications shall be deemed to be met if Robatech is able reproduce the pattern with the delivered component.

The correct functioning of a component or of an overall system is only guaranteed for the application with the materials specified in the contract. Robatech does not guarantee the function and the life of the component in case of unknown materials, abrasive and aggressive mediums or if Robatech was not informed of particular operating conditions or if anything was not adequately dimensioned outside the powers of Robatech. Parts not specified and/or not supplied by Robatech as well as wear parts are not covered by the warranty. The warranty obligation expires if the purchaser or operator of the system modifies the component or has it modified or uses any non-original parts without Robatech's approval. Damages resulting from incorrect electrical connection, improper operation, in particular from the mixing of different glues or consumables, or from Acts of God, are not covered by the warranty. Quite generally a warranty obligation on the part of Robatech exists only to the extent to which proof of a deficiency in the component delivered by Robatech can be submitted in which a culpable behaviour of Robatech is evident.

The warranty obligation of Robatech is limited to the subsequent correction of a delivered article upon notification of a defect, i.e. to the free-of-charge replacement or, at Robatech's discretion, to the free-of-charge repair of parts which Robatech has recognised as deficient. The ordering party shall grant Robatech during normal hours the time and opportunity required to attend to the correction which Robatech regards as necessary; otherwise Robatech shall be released from the warranty for the defect.

If the subsequent correction fails, the ordering party may demand a price reduction, while an annulment is excluded.

The warranty obligation of Robatech expires as follows:

- If the component in question is used in one-shift operation: After the first 4000 operating hours, but 24 months from the delivery at the latest;
- In case of multiple-shift operation the maximum warranty period is shortened proportionally.

Robatech's liability extends in the maximum to the price agreed for the delivered component. Any liability for the damage beyond this, in particular for any direct or indirect damage (incl. damage resulting from a defect), is excluded. Expenses and costs incurred outside the operations of Robatech are also excluded.

The benefits conferred by this warranty are in addition to all other rights and remedies which apply and are incapable of exclusion to which the buyer is entitled under the Trade Practices Act and the laws of any State or Territory, but any other warranties including warranties or merchantability and fitness for a special or particular purpose are expressly excluded.

10. Product Liability

The ordering party holds Robatech entirely harmless of any claims for damages (including claims on the part of thirds) under product liability to the extent that these are not provably originating from a nonconforming component supplied by Robatech.

11. Annulment/rescission of contract

Prerequisite for the annulment/cancellation of orders by the ordering party is the express approval of Robatech and payment of the costs incurred by Robatech for materials, wages and overheads.

Robatech may withdraw from the contract at any time if there are any signs of a threatening or existing insolvency of the ordering party, in particular if proceedings of respite or bankruptcy are institutes or if a loss bill exists.

12. Return consignments of goods/complaints

Returning of goods is only possible with the express approval of Robatech. Return consignments and complaints in the context of discrepancies in the number of pieces, weight, articles, etc. can only be considered within 8 days from receipt of the goods. Any taking back of correctly delivered goods against credit can only take place with Robatech's prior approval and is subject to a deduction of 15% of the value of the goods. Especially manufactured executions are not taken back under any circumstances.

13. Reservation of property

The delivered goods remain the property of Robatech until the purchase price including all secondary claims as per the above provisions are fully paid for. Robatech is entitled to have this reservation of property registered.

The ordering party is obliged to notify Robatech immediately if a third party takes recourse on the goods in a manner that Robatech's possibility of disposal or rights are endangered. In case of an onward sale the sales price shall be deemed to be ceded to Robatech in advanced. Further claims of Robatech remain reserved.

14. Applicable Law

To the extent that the present General Terms of Business and the provisions of the VSM do not contain any regulations, Swiss Law (commercial code) exclusively shall be applicable to the contract concluded between Robatech and the ordering party, under the express exclusion of the IPRG and the Law of purchase of Vienna (CISG).

15. Place of fulfillment / jurisdiction

The exclusive place of fulfillment for all performances of Robatech and the ordering party is Sydney Australia.

Any litigation in the context of the contract between Robatech and the ordering party shall be within the exclusive competence of the courts at the domicile of Robatech in Sydney Australia, under the express exclusion of the places or jurisdiction in accordance with the laws of New South Wales.