

General Terms and Conditions

General Terms and Conditions (GTC) of Mech-Mind Robotics GmbH
March 2021

§ 1 Scope

1. These General Terms and Conditions ("GTC") shall apply solely to companies, legal entities under public law or a special asset under public law within the meaning of § 310 Section 1 Cl. 1 BGB. Conflicting or deviating terms and conditions of the customer are hereby expressly rejected. They shall only become part of the contract if we expressly agree to them in writing.
2. These GTC shall also apply to all future contracts with the customer, insofar as these are contracts of a related nature.
3. Individual agreements made in individual cases (including subsidiary agreements, supplements and amendments) shall take precedence over these GTC.

§ 2 Conclusion of Contract

1. Our quotation and the order confirmation shall be decisive for the scope of the delivery/service.
2. We reserve the right to make changes in the execution of the delivery/service insofar as this is necessary by law or in the interest of product safety.

§ 3 Documents provided

We reserve the property rights and copyrights to all documents provided to the customer in connection with the order, such as calculations, drawings, etc. These documents may not be made accessible to third parties unless we give the customer our prior consent.

§ 4 Export

1. Our products may be subject to export restrictions.

2. In the event of an export of our products to a country outside the European Union, the customer will assure us in writing prior to shipment for installation or assembly that our products will only be used in the civil sector and not in connection with nuclear technology.

§ 5 Payment Terms

1. Unless otherwise agreed, the following terms of payment shall apply:
 - (a) Under a purchase contract or a service agreement, the contract price shall be paid within 14 calendar days after delivery or provision of services.
 - (b) Within the framework of a contract for work and services, 90% of the contract price shall be paid after delivery and the remaining 10% after acceptance, in each case within 14 calendar days.
2. The customer shall only be entitled to rights of set-off, retention and refusal of performance if counterclaims have been legally established, are undisputed or have been recognised by us. Furthermore, the customer is only entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

§ 6 Delivery Terms

1. Delivery dates are only binding insofar as they have been confirmed by us and presuppose the proper fulfilment of the customer's obligations. We reserve the right to plead non-performance of the contract.

2. Subsequent requirements of the customer for changes or additions shall extend the delivery time to a reasonable extent.

§ 7 Delivery, Transfer of risk, Acceptance

1. Delivery shall be ex works, which is also the place of performance for the delivery and any subsequent performance. At the request and expense of the customer, the goods shall be shipped to another location (sale by delivery to a place other than the place of performance). Unless otherwise agreed, we shall be entitled to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves. The customer shall pay for the transport costs.

2. The risk of accidental loss and deterioration of the goods shall pass to the customer at the latest when the delivery is handed over. In the case of sale by delivery to a place other than the place of performance, however, the risk of accidental loss and deterioration of the goods as well as the risk of delay shall pass to the customer upon handover of the goods to the transport service provider, the carrier or any other person appointed to carry out the transportation, unless otherwise agreed. This applies irrespective of whether the goods are dispatched from the place of performance or who bears the transportation costs.

3. Insofar as acceptance has been agreed or is necessary, such acceptance shall in principle be decisive for the passing of risk. If the parties agree on a pre-acceptance or a handover prior to the acceptance, the risk shall already pass upon the pre-acceptance or handover insofar as the work to be performed is located within the sphere of influence of the customer. Otherwise, the statutory provisions shall apply to an agreed acceptance. The handover or acceptance shall be deemed to have taken place if the customer is in default of acceptance.

§ 8 Licence Conditions

If the scope of services also includes a licence, the customer shall be granted a non-exclusive, transferable right to use the software for an unlimited period of time and territory.

§ 9 Termination

The customer may only withdraw from or terminate the contract due to a breach of duty that does not consist of a defect if we are responsible for the breach of duty. A free right of termination on the part of the customer (in particular in accordance with §§ 650, 648 BGB) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

§ 10 Retention of Title

1. We retain title to the goods sold until all our current and future claims arising from the contractual relationship and an ongoing business relationship (secured claims) have been paid in full.

2. The goods subject to retention of title may neither be pledged to third parties nor transferred as security before full payment of the secured claims. The customer must inform us immediately if an application is made to open insolvency proceedings or if third parties (e.g. seizures) have access to the goods belonging to us.

3. In the event of behaviour by the customer in breach of contract, in particular in the event of non-payment of the contract price due, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand surrender of the goods on the basis of the reservation of title. The demand for surrender does not at the same time include the declaration of withdrawal; we are rather entitled to demand the surrender of the goods and to reserve the right of withdrawal. If the customer does not pay the contract price due, we may only assert these rights if we

have previously set the customer a reasonable deadline for payment without success or if setting such a deadline is dispensable according to the statutory provisions.

4. Until revoked, the customer shall be entitled to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition.

(a) The retention of title shall extend to the full value of the products resulting from the processing, mixing or combining of our goods, whereby we shall be deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership remains, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. Otherwise, the same shall apply to the resulting product as to the goods delivered under retention of title.

(b) The customer hereby assigns to us by way of security the claims against third parties arising from the resale of the goods or the product in total or in the amount of our possible co-ownership share in accordance with the above provision. We accept the assignment. The obligations of the customer stated in Section 2 of this paragraph shall also apply with regard to the assigned claims.

(c) The customer remains authorised to collect the claim in addition to us. We undertake not to collect the claim as long as the customer meets his payment obligations towards us, there is no defect in his ability to perform and we do not assert the retention of title by exercising a right pursuant to Section 3. If this is the case, however, we may demand that the customer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. Furthermore, in this case we shall be entitled to revoke the customer's authorisation

to further sell and process the goods subject to retention of title.

(d) If the realisable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice at the request of the customer.

§ 11 Warranty

1. The customer's warranty rights presuppose that the customer has duly fulfilled its obligations to inspect the goods and give notice of defects in accordance with § 377 of the German Commercial Code (HGB).

2. Unless otherwise agreed, the warranty period shall be 12 months from the transfer of risk, unless longer periods are prescribed by law.

3. Subject to timely notification of defects, we shall, at our discretion, repair, re-deliver or re-perform defective goods.

4. We shall have the right to inspect the defective goods to determine whether the defect was caused by the customer. If it turns out that the defect was caused by the customer, we reserve the right to charge the customer for the costs incurred in connection with the rectification of the defect.

5. If the subsequent performance fails, the customer may - irrespective of any claims for damages - withdraw from the contract or reduce the remuneration.

6. There is no warranty for used goods.

7. Our obligation to pay damages or reimbursement of expenses for damage to life, limb and health and for grossly negligent breaches of duty in accordance with these GTC remains unaffected.

§ 12 Liability

1. Unless otherwise stated in these GTC, we shall be liable for a breach of contractual and non-contractual obligations in accordance with the statutory provisions.

2. We shall be liable for damages - irrespective of the legal grounds - in the event of intent and gross negligence. In the event of simple negligence, we shall only be liable, subject to statutory limitations of liability, for

(a) for damages resulting from injury to life, body or health,
(b) for damages arising from the breach of a material contractual obligation (obligation the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the contractual partner regularly relies and may rely); in this case, however, our liability shall be limited to compensation for the foreseeable, typically occurring damage.

3. The limitations of liability resulting from Section 2 shall also apply in the event of breaches of duty by persons for whose fault we are responsible in accordance with statutory provisions. They do not apply if a defect has been fraudulently concealed or a guarantee for the quality of the goods has been given, or to claims by the customer under the Product Liability Act.

4. Claims for damages for the loss of stored data are excluded if the damage would not have occurred if the data had been properly backed up; unless we did not properly instruct the customer on how to back up the data, although we were obliged to do so.

§ 13 Force Majeure

Serious events, such as industrial disputes, riots, war or terrorist conflicts, pandemics, natural disasters, fire, flooding, which entail unforeseeable consequences for the performance of services, shall release the customer and us from our performance obligations for the duration of the disruption and to the extent of its effect, even if the customer or we should be in delay. An automatic termination of the contract is not associated with this. Both the customer and we are obliged to notify the other party of such an impediment and to adjust the obligations to the changed circumstances in good faith.

§ 14 Final Provision

1. The contract and all legal relations between the parties shall be governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

The exclusive place of jurisdiction for all disputes arising from the contract is Munich.