

General Terms and Conditions of Robot-X Hungary Ltd. (1134 Budapest, Lehel u. 12.) for (framework) contracts and individual orders entered into by the company as Vendor**1. The contractual relationship**

Unless otherwise agreed in writing between the parties, sales performed by Robot-X Hungary Ltd. (hereinafter: Vendor) shall only be subject to the terms and conditions set forth in these GTC, which shall be deemed accepted by the Customer by submitting its order by fax, e-mail or personally. If the Customer should have its own General Terms and Conditions applicable to its orders, these will not automatically take effect with the order. In this case, the GTC of the Customer and this GTC require further reconciliation.

The offer of the Vendor is valid for 30 days from the date of being issued. The Vendor shall make his offer on the basis of the data and information provided by the Customer. Any subsequent decision made after the first project launch meeting, after the joint adoption of the project schedule, shall constitute a change. By submitting its order, the Customer agrees to take over the ordered goods in the agreed quality and in accordance with the terms and conditions of this GTC, and to pay in full according to the payment schedule specified by the Vendor (3. Payment Terms).

Confirmation by the Vendor of the order of the Customer based on the proposal of the Vendor shall create the contract even if the parties do not sign a separate contract. Any amendment to the contract between the Vendor and the Customer shall only be made in writing and by mutual agreement of the parties.

2. Deadline for performance

The deadline/period for performance specified in the proposal shall be calculated from the order and receipt of the advance for the entire project and the clarification of all technical and commercial terms. This deadline does not include the scheduled end-of-year halt of operations (Weeks 52 and 1).

In the event of a material change made to the project, both the schedule and the financial implications of the project shall be modified. If no agreement is reached, the Vendor shall perform according to the original contract. If the Customer does not accept the performance or does not issue a certificate of performance, the Vendor may cancel the contract and shall be entitled to damages.

If delays occur in the installation, commissioning, or handover procedures due to reasons beyond the control of Robot-X Hungary Ltd., Robot-X Hungary Ltd. reserves the right to claim compensation for its costs arising due to the extra time incurred.

The Vendor shall not be liable under warranty or for damages for any shortcomings or defects caused by information withheld or inaccurate information provided by the Customer or any intermediary.

3. Payment terms

Unless the Vendor and the Customer agree otherwise in the contract, the Customer shall perform payment as follows:

40% - within 8 days of confirmation of order

30% - within 15 days of pre-handover performed at the premises of the Vendor

20% - within 15 days of delivery of the equipment to the premises of the Customer

10% - within 30 days of performance and final handover

The Vendor retains ownership of the goods delivered until the full consideration is paid. The Customer expressly acknowledges that if the consideration due to the Vendor is not paid in full, the Vendor shall be entitled to enter the site of the installation and inspect any goods or property under his ownership. In case of recession, the Vendor shall have the right to take over and evacuate those, and the Customer shall not be entitled to raise any objection based on protection of possession in this respect.

Delays due to reasons beyond the control of Robot-X Hungary Ltd. shall not affect the original payment schedules.

4. Commissioning

Delivery to and installation of the equipment on the site of the premises of the Customer is the responsibility of the Vendor. Before delivery of the equipment, the Customer will be informed of the electrical, pneumatic and mechanical connections required for installation. These connections shall be provided by the Customer at the installation site.

5. Handover

Pre-handover

Pre-handover of the equipment shall take place at the premises of the Vendor (SAT), provided that the technical and technological solutions make this possible. If this is not practicable, pre-handover of functional units is performed. The pre-handover involves the (partial) commissioning and functional operation of the equipment.

Transportation

Delivery of the equipment to the premises of the Customer on the basis of a bill of delivery.

Performance, final handover

The final handover of the equipment will take place at the premises of the Customer. Performance shall be certified by the designated representative of the Customer. The proper operation of the equipment for a period of 4 hours is considered to be a performance.

The result of the handover shall be recorded in a protocol. In the case of insignificant malfunction (i.e. not interfering with the operation), the handover and the issuing of the certificate of performance shall not be refused. If the fact of performance is stated in the report, the Customer shall issue the certificate of performance within 3 days. The date of performance is the date of preparing the protocol certifying the performance (i.e. the date of handover), from which date the Vendor is entitled to submit the invoice.

If, within 15 days of the completion of the equipment being reported, the handover of the equipment does not take place for any reason beyond the fault of the Vendor, the handover (performance) shall be deemed to have taken place.

6. Warranty

We provide warranty for a period of 12 months from the date of commissioning, but this may not exceed 14 months after the date when the equipment left the factory, subject to full compliance with the maintenance requirements. Wear parts, as well as moving parts are an exception to this. These items are not covered by the warranty.

Wear parts are parts which are in contact with the work piece. This includes all moving parts (such as guide, cylinder, push button, gripper, bearing, conveyor belt, etc.) provided that these items have reached the service life specified by the manufacturer.

Warranty claims are valid only if the machinery has been handled and maintained fully in accordance with the operating instructions. As a condition for the fulfilment of the warranty, the Customer shall not perform any intervention on the machine without the approval of the Vendor. Failure to do so will void the warranty. The Vendor excludes its liability for any defects arising from the negligence of the Customer or from improper handling or misuse, abuse.

During warranty period, in case of defects reported to the Vendor in written format in working hours of workdays, troubleshooting shall begin within 24 hours. In case of a warranty defect, repair shall begin within 24 hours of the defect being reported on a working day. During weekends, we shall begin with the repair within 48 hours of the defect being reported. Warranty is subject to the annual mandatory inspection of the equipment, as described in its maintenance document and completed by the Vendor or the Vendor's authorized service partner.

The Vendor shall communicate a mutually agreed deadline to the Customer to resolve any defects non-relevant / non-important in respect of the handover.

7. Documentation

The Vendor shall not prepare or undertake to prepare any technological operating instructions. Machines and machine units supplied by the Vendor include the following documentation:

- Manual
- Assembly drawings, parts lists
- Commercial items and wear parts lists
- Maintenance plans
- Pneumatic and electrical wiring diagrams
- Designer and contractor statement
- Shock protection test
- CE declaration / Declaration of installation for the equipment supplied by us

8. Training

In all cases, we provide operator training for the completed equipment, between the commissioning of the machine and its final handover.

We can also provide maintenance and programming training based on separate agreement.

9. Confidentiality

The Parties shall keep any information received from each other confidential. The Parties shall continue to be bound by this obligation of confidentiality even after the termination of their legal relationship. Information which was already known to the other party without any obligation of confidentiality and in a lawful manner prior to disclosure, and which was subsequently disclosed to them in such manner, shall not be covered by the obligation of confidentiality. Information already known or made known to the public shall not be covered by the obligation of confidentiality. The obligation of confidentiality shall not extend to disclosure of data in the framework of performance to the End User, as well as to the authorities and courts. Each party retains its ownership right and other rights in the documentation and media provided, and their contents. These may only be transferred with the consent of the rightholder, with the exception of transfer to the authorities and courts.

10. Consent to using as reference

The Customer grants its irrevocable consent that after handover of the project the Vendor may include that project as a reference work in its proposals and marketing materials, and may present it in photos and videos to its prospective partners. The Vendor is authorized to use the photos and video clips both online and offline, with reference to the industry and to the product manufactured and services provided. Parties shall consult each other regarding any indication of the company name and product of the Customer.

11. Limitation of liability

The Vendor excludes any liability for damages under any legal title whatsoever, for any loss of profit and related costs, as well as for damages arising from loss of profit, loss of revenue, loss of contract, loss of energy, wear and tear, loss of interests, costs of downtime, purchase to any third party, replacement, decrease of expected savings, increased costs of operation, as well as for any special, indirect or consequential damages or other losses of similar nature.

12. Offsetting

The Customer shall not be entitled to offsetting against any monetary receivables due to the Vendor.

Valid from 16th March 2021

Robot-X Hungary Ltd.