

General Terms and Conditions (GTC)

Compar Vision Systems and Robotics LTD
Cleaboy Business Park, Old Kilmeaden Rd, Waterford, Ireland

The Compar Vision Systems and Robotics LTD Terms and Conditions strive for orderly business transactions in the field of industrial image processing, robotics and automation. These terms and conditions serve as the basis for the supply of components, devices, systems and plants (all grouped together as products) as well as services.

The deliveries may consist of products and services of hardware or software or an integration of various services.

1. Scope of application / subject matter

These Terms and Conditions shall apply to the entire business relationship between the Customer and Compar Vision Systems and Robotics LTD. By the conclusion of a contract, these GTC become an integral part of the contract. Amendments to these GTC or deviating GTC shall only be effective insofar as Compar Vision Systems and Robotics LTD confirms them in writing.

2. Conclusion of contract and scope of services

Quotations from Compar Vision Systems and Robotics LTD are subject to confirmation. A legally valid conclusion of contract shall only be concluded upon the issue of a written order confirmation by Compar Vision Systems and Robotics LTD.

The scope and execution of the products and services shall be governed by the order confirmation or, in the absence of such, by Compar Vision Systems and Robotics LTD's quotation.

Services which are not expressly guaranteed, namely documentation, programming, customising, installation, commissioning, training and application support, are not part of the scope of services. Changes to the order confirmation by Compar Vision Systems and Robotics LTD are permissible provided that the products fulfil the same functions or the services fulfil the same purposes.

3. Dispatch, place of performance and transport

Unless a special place of performance has been agreed or is apparent from the nature of the transaction, Compar Vision Systems and Robotics LTD shall provide the products and services at its registered office (Incoterms 2020, FCA Cleaboy Business Park, Old Kilmeaden Rd, Waterford, Ireland). Benefit and risk shall pass to the Customer upon loading onto the means of transport at the place of dispatch.

If Compar Vision Systems and Robotics LTD delivers products to another location at the Customer's request, unless otherwise stated, the Customer shall bear the risks and costs of transport as well as the expenses of packaging and customs clearance, even if Compar Vision Systems and Robotics LTD organises the transport.

If Compar Vision Systems and Robotics LTD provides services at another location at the Customer's request, the Customer shall reimburse the travel and accommodation costs.

Delay in delivery by Compar Vision Systems and Robotics LTD excludes the right to compensation.

4. Prices and terms of payment

Unless otherwise stated, prices are quoted in Swiss francs (EUR) exclusive of value added tax, duties, customs, transport, packaging and insurance. They are due for payment net within 30 days from the date of invoice.

Indicative price quotations are based on the information available at the time of submission. The range of indicative prices is normally $\pm 20\%$.

Price quotations on price lists and brochures as well as price estimates are without guarantee.

If the Customer causes delays in the execution of the contract, Compar Vision Systems and Robotics LTD may adjust the prices accordingly.

The customer may only offset counterclaims with the written consent of Compar Vision Systems and Robotics LTD.

If the customer fails to meet the payment deadline, he shall pay interest on arrears of 5 per cent per annum from the due date without a reminder.

In the event of default in payment, Compar Vision Systems and Robotics LTD shall be entitled

- to declare that all claims arising from the business relationship with the Client, even if they do not arise from the same legal relationship, shall become due immediately;
- to set the client a reasonable period of grace for all payments due and, if the client does not pay the full amount due within this period, to declare the contracts cancelled and to reclaim the products and services supplied;
- to make the further performance of services (including the rectification of defects), even if they do not arise from the same legal relationship, dependent on appropriate securities from the customer, including advance payment.

5. Returns

Material returns require the consent of Compar Vision Systems and Robotics LTD and can only be made if the material is in perfect condition and in its original packaging and if it is a stock item. The customer is responsible for proper transport. The goods must be accompanied by the RMA form (Return Merchandise Authorisation). A reasonable charge will be made for any expenses incurred.

6. Customer's duty to inform

Customer shall draw Compar Vision Systems and Robotics LTD's attention in good time to any special technical requirements and to the statutory, official and other regulations at the place of destination, insofar as they are of significance.

7. Documentation

If the documentation is not included in the scope of services, the client may obtain it in the usual form against compensation.

If the customer requires documentation in special forms or in non-existent languages, this shall be agreed separately.

Deviations in the documentation, namely in descriptions and illustrations, are permissible provided that the documentation fulfils its purpose.

8. Use

The customer is responsible for the use of the products and services as well as the combination with other products, namely with IT or electrical devices and systems. The customer must exercise the necessary care and observe all instructions provided by the manufacturer and Compar Vision Systems and Robotics LTD.

The client is obliged to pass on to users all information relevant to safety in an appropriate form.

9. Disposal

The Customer shall dispose of the products supplied after use at its own expense or transfer this disposal obligation to its customers.

The customer shall indemnify Compar Vision Systems and Robotics LTD against all disposal obligations, namely against any obligation to take back the products, against disposal costs and against corresponding claims by third parties.

10. Deadlines

Only deadlines guaranteed in writing shall be binding. Such dates shall be extended appropriately

- if Compar Vision Systems and Robotics LTD does not receive the information required for performance in good time, or if the customer subsequently changes such information;
- if the client is in arrears with the work to be carried out by it or with the fulfilment of its contractual obligations, in particular if it fails to comply with payment terms;
- if obstacles occur which are beyond the responsibility of Compar Vision Systems and Robotics LTD, such as natural events, mobilisation, war, riots, epidemics, pandemics, accidents and illness, significant operational disruptions, labour disputes, late or defective deliveries and official measures.

Compar Vision Systems and Robotics LTD may make partial deliveries.

In the event of delays, the customer shall grant Compar Vision Systems and Robotics LTD a reasonable period of time for subsequent fulfilment. If Compar Vision Systems and Robotics LTD fails to perform even by the expiry of the grace period, the customer shall be entitled to withdraw from the contract or to continue to demand performance of the contract. Compensation for damages as a result of delays in delivery shall be excluded.

11. Acceptance

Unless a special acceptance procedure has been agreed, the customer shall inspect all products and services himself.

Immediately upon receipt, the customer shall inspect the delivered products with regard to identity, quantity, transport damage and accompanying documents. As soon as possible, the customer shall also inspect the products and services for other defects.

Products and services shall be deemed to have been accepted if no notification of defects is received within 10 days of receipt of the delivery or if products and services are used economically for more than 10 working days.

Any defects must be reported in writing immediately after discovery.

12. Call-off orders

The customer is obliged to take delivery of the goods ordered.

If the parties have fixed a period of time for the delivery dates within which the customer can call off the goods, the customer must call off the goods by the last day at the latest. If the necessary information for the calculation of the period is missing, the time of the conclusion of the contract shall be assumed.

If the Customer does not call off the products in due time, Compar Vision Systems and Robotics LTD may set a reasonable deadline for the Customer to do so. If no call-off takes place within this period, Compar Vision Systems and Robotics LTD shall be entitled to deliver the products to the client without being requested to do so and to claim damages in addition to the price.

If the customer wishes to postpone the delivery, additional costs may be incurred.

13. Cancellation, project termination

If the client cancels the order or reduces the scope of the order during the conception, design or execution phase or within an ongoing contractual relationship for reasons for which Compar Vision Systems and Robotics LTD is not responsible, Compar Vision Systems and Robotics LTD shall be entitled to demand full compensation from the client for the service owed under the contract.

14. Retention of title

The goods shall remain the property of Compar Vision Systems and Robotics LTD until payment has been made in full. The client undertakes, at the first request of Compar Vision Systems and Robotics LTD, to undertake the necessary cooperative actions for entry in the relevant retention of title register.

15. Warranty

Compar Vision Systems and Robotics LTD warrants that it will exercise the necessary care and that its products and services will fulfil the warranted characteristics. A warranty for used products (second-hand) or retrofit products is excluded.

Compar Vision Systems and Robotics LTD is not liable for the results which the customer intends to achieve with the products and services.

Excluded from the warranty are faults and malfunctions for which Compar Vision Systems and Robotics LTD is not responsible, such as natural wear and tear, force majeure, improper handling, interventions by the customer or third parties, excessive stress, unsuitable equipment, malfunctions caused by other machines and systems, unstable power supply, special climatic conditions or unusual environmental influences.

The customer may not assert any claims due to an insignificant defect. Defects are insignificant if they do not impair the use of products and services.

In the event of significant defects, the customer shall grant Compar Vision Systems and Robotics LTD a reasonable period of grace to remedy the defect (rectification or replacement). For this purpose Compar Vision Systems and Robotics LTD must be granted free access to the premises or electronically via remote access. Dismantling and assembly, transport, packaging, travel and accommodation costs shall be borne by the customer. Replaced parts shall become the property of Compar Vision Systems and Robotics LTD.

The warranty periods shall be 12 months. They shall not be interrupted by the acknowledgement or rectification of a defect.

The warranty period shall commence on the date of delivery to the customer, irrespective of the date of commissioning/start-up.

If the rectification of defects fails, the customer is entitled to an appropriate price reduction. He may only declare cancellation of the contract if acceptance of the products or services is unreasonable. If Compar Vision Systems and Robotics LTD is demonstrably to blame for the defect, the Customer shall be entitled to compensation for the actual damage despite rectification of the defect, price reduction or cancellation of the contract, but limited to a maximum of 10 per cent of the value of the defective delivery.

16. Liability

Compar Vision Systems and Robotics LTD shall be liable within the scope of its liability insurance for personal injury and property damage demonstrably incurred by the Client through the fault of Compar Vision Systems and Robotics LTD. Further claims, namely for the conduct of auxiliary persons, are excluded.

Compensation for indirect damage, such as loss of profit and other financial losses, is completely excluded.

17. Intellectual property

Subject to any licence conditions to the contrary, the customer and his customers shall only have the right to use the software, the work results, the know-how, the data carriers and the documentation provided with the corresponding product, but not to sell, distribute, reproduce, extend or modify them independently.

Ownership and the right to further use shall remain with Compar Vision Systems and Robotics LTD or its licensors, even if the Customer subsequently modifies the software, work results or know-how records.

The Customer shall take the necessary measures to protect software, work results and documentation from unauthorised access or misuse by unauthorised persons.

The customer may make the necessary backup copies. He shall mark them accordingly and store them separately and securely.

18. Confidentiality

Both parties and their employees undertake not to disclose to third parties any information from the other's business area which is neither generally accessible nor generally known and to make every effort to prevent third parties from accessing this information. However, each party may continue to use in its traditional activity knowledge which it acquires in the course of business.

19. Data Protection

Personal data, in particular data on customers and employees, may be processed to the extent necessary for the conduct of business. Both parties shall observe the rules of data protection and take appropriate organisational and technical precautions. Compar Vision Systems and Robotics LTD's data protection declaration is available at www.compar.ch/datenschutzerklaerung.

Each party is responsible for the reliable protection of its own data and of data required for the provision of services.

20. Choice of law and place of jurisdiction

This legal relationship shall be governed by Swiss substantive law, excluding the conflict of laws and the Vienna Sales Convention. The place of performance and jurisdiction shall be the registered office of Compar Vision Systems and Robotics LTD. Compar Vision Systems and Robotics LTD may also bring an action before the court at the Customer's registered office.