

## 1. General

**1.1** These General Sales Conditions ("GSC") shall apply to all sales and deliveries of products, software, systems and any services ("Goods") offered or provided by the seller ("Seller") to the customer ("Customer"), and more generally to the relationship between the Seller and the Customer, notwithstanding any contrary clause of the Customers' general conditions of purchase. The customer is deemed to have read and accepted these GSC in the absence of any written objection on his part prior the Delivery of the Goods.

**1.2** For the purpose of the GSC, "Seller" means System 3R International AB and/or any company directly or indirectly controlled by System 3R Int. AB, where control means the power, direct or indirect, to direct or cause the direction of the management and policies of such entity, whether by contract, through the by-laws or otherwise.

**1.3** If individual terms of the GSC shall be determined to be void, unenforceable or illegal in whole or in part, or cannot be applied for any reason whatsoever, all other terms and conditions of the GSC will remain unaffected.

## 2. Ordering – order

**2.1** An order is placed with the Seller by a purchase order ("PO") from the Customer. The Seller confirms the acceptance of the PO with an order confirmation ("Order Confirmation").

**2.2** The PO may refer to a quotation ("Quotation") from the Seller. In such case the Customer shall carefully review the Quotation and its documents. The Quotation could comprise a robot cell layout, drawings and similar informations including data and description of the equipment and installation of it. The data contained in the layout, drawings and other such documents shall be regarded as accepted by the Customer and therefore binding unless the Customer immediately after receipt of it from the Seller informs the Seller in writing of the incorrectness and provide the Seller with the correct data. In case the data contained in such documentation has not been corrected by the Customer in connection with the PO the Customer is obliged to pay such extra costs and compensate the Seller fully in case additional work and additional equipment/parts shows to be needed as a consequence of the incorrect data.

**2.3** The Customer's confirmation of the received Order Confirmation or, in the alternative, the Customer's failure to reject it within 7 (seven) days from receipt thereof, shall constitute the Customer's acceptance of the order placement of his PO and with the contractual terms defined herein.

**2.4** A confirmed order according to Clause 2.3 is binding from the Customer's side. In case of amendment of the order, variation to the scope, design and design and/or construction of the equipment, or order of additional parts, services or functions, this shall be regarded as a new separate order for which new delivery period, price and payment terms shall be agreed upon. The price, payment terms, delivery period etcetera for the original order shall not be adjusted but shall remain unchanged.

**2.5** The Customer is obliged to compensate the Seller fully and pay the costs arising as a consequence of additional work and/or additional equipment and parts, which are needed due to the circumstances beyond the control of the Seller and which the Seller could not reasonably have foreseen.

**2.6** No terms and conditions contained in orders, order confirmations or any other document issued by the Customer shall be binding on the Seller, even if they have not been expressly rejected by the Seller. These GSC, together with the Seller's specific conditions contained in its attached Order Confirmation and only such other documents, as are specifically incorporated herein by reference, constitute the entire agreement between the Customer and the Seller, and supersede, in their entirety, any other conflicting terms and conditions proposed by the Customer and any oral or written communication not expressly incorporated herein.

**2.7** In the absence of a clause to the contrary, documentation, catalogues, price lists and estimates of the Seller are sent for information purpose only and can not be considered as binding. The Seller's offers are not binding without the issuance of an Order Confirmation by the Seller.

**2.8** No addition to, amendment of or variation from the terms hereof, whether set forth in the Customer's PO or in any other documents shall be binding upon the Seller, unless expressly agreed in writing by the Seller.

**2.9** The Seller's failure to exercise any right shall not be deemed to be a waiver of such right. Special provisions of an Order Confirmation, specific terms agreed in writing by the Customer and the Seller, which may be in contradiction with the GSC, shall prevail over the corresponding GSC provisions.

## 3. Prices – payment

**3.1** All prices are valid ex-works, and calculated on the basis of the Goods as measured and weighed at the departure point. Except as may be otherwise expressly provided in an Order Confirmation, prices are net cash, and the Customer shall pay all taxes and charges for transportation, insurance, shipping,

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storage, handling, demurrage and similar items. Any increase in any such charges that becomes effective after the date of Order Confirmation shall be borne exclusively by the Customer.

**3.2** Invoice payments shall be made net cash, without any deduction, within 30 days following the date figuring on the corresponding invoice, if not otherwise agreed.

**3.3** If the Customer is subject to bankruptcy or insolvency proceedings, then the Seller shall not be bound by the period of payment stated above and payment shall be made in cash either prior to the dispatch of the Goods or prior to their manufacture.

**3.4** If the Customer fails to pay on the due date, the Customer shall be obligated to pay, without prior notification, interest at the current legal rate (but in any case at least of EURIBOR +3% at the date of the invoice) beginning from the due date, without prejudice to any other rights of the Seller. Any delay in the payment or in the execution of any obligation entered into by the Customer or where the Seller has a doubt as to the Customer's solvency or credit worthiness and the Customer is not prepared to effect advance cash payment or provide the Seller with security as requested, then the Seller shall have the right to cancel the contract or to retain that portion of the contract which it has not yet performed without the Customer's consent; it shall also result in all sums due which are to be paid by the Customer; even those which have not yet matured, becoming immediately payable without notification on the part of the Seller.

**3.5** The Seller shall have the right to compensate the Customer's debts and/or to use payments for the settlement of the invoices which have been outstanding longer than 30 days plus any interest on arrears and costs accrued thereon, in the following order: costs, interest, invoice amounts.

**3.6** The Customer shall not be entitled either to withhold payments or to proceed to any compensation even in case of dispute with the Seller. In the event of payment delay, the Customer shall not be entitled to take any steps (neither sale, nor processing) which may affect the Goods.

**3.7** The Customer shall pay for Automatic changers and other by the Seller installed Equipment according to the following, if not otherwise agreed.

- a) 30 percent upon signing of the contract
- b) 60 percent at delivery of the Equipment
- c) 10 percent at approved installation

#### **4. Transfer of risk –delivery**

**4.1** Except as may be otherwise specified in writing, the transfer of risk of the Goods shall take place at the

Seller's plant before loading. In case of the use of Incoterms, risk shall pass on the Customer in accordance with the applicable Incoterm ("Delivery"). Should the Customer fail to take delivery of the Goods, the Seller may store them at the Customer's risks and expenses and, following a notification of their availability, invoice them as having been delivered. In any event, the Seller remains entitled, without any special notice, to resell the Goods and to claim for applicable damages.

**4.2** Delivery times of the Seller shall not be regarded as binding, and delays in delivery shall not entitle the Customer to claim damages resulting from any delay. Delays in delivery shall only entitle the Customer to cancel the concerned purchase order of the Goods not yet in the process of manufacture and only after having granted the Seller a reasonable grace period in order to remedy said delay and only after having sent the Seller a formal notice of default. Without prejudice to the liability limitations contained in Clause 6 below, binding times for delivery shall only entitle the Customer to damages insofar as the Seller has been fully informed in writing at the conclusion of the contract of the possible loss and damage consequent to delayed delivery and of a specific valuation of the different elements thereof. In any event, in case of production delays, the Seller is entitled not to supply the whole quantity that the Customer has ordered in one delivery, but can deliver by several subsequent partial deliveries.

**4.3** Unless otherwise specified in an Order Confirmation, the Goods are sold Ex-Works Seller Plant. The Customer shall be responsible to supply to the Seller, sufficiently, in advance in order to enable the Seller to make the necessary shipping arrangements, all appropriate information including notably (a) marking and shipping instructions, (b) import certificates, documents required to obtain necessary government licenses and any other document prior to their shipment, and (c) the Customer's confirmation that it has caused the opening or establishment of a letter of credit if required. If any such instructions, documents or confirmations are not so received or would (in Seller's sole judgement) require unreasonable expense or delay on his part, then the Seller may, at his sole discretion and without prejudice as to any other remedies, delay the time of shipment and/or cancel the said contract.

#### **5. Inspection of the goods**

**5.1** Upon Delivery of the Goods, the Customer shall carry out a complete inspection of the Goods in order to check their packaging, completeness and quantities as stated in the Order Confirmation. Any apparent damage to the packaging of the Goods or to the Goods themselves, or any shortage of the quantities, or any incompleteness shall be noted and communicated promptly to the Seller in writing by fax or email. The Goods shall be considered automatically

accepted upon delivery to the Customer, if the Customer fails to make any comments in writing in respect thereof not later than seven (7) days after their Delivery and in case before the Goods undergo any further processing. No claim shall be accepted by the Seller in respect of any defect, deficiency, incompleteness, shortage in quantity and/or failure of the Goods to meet the specific terms and characteristics of the order which a reasonable inspection should have revealed but for which said inspection was not made or was not made properly. In case of claim by the Customer, the Customer shall allow the Seller or his designated representative to conduct an inspection of the Goods.

**5.2** For commodity Goods, such as tooling articles, the customer may return the Goods to the Seller or to his designated representative for inspection and testing, when there is a doubt about the Goods being in good order and able to meet the specific terms and characteristics. The Customer shall bear the transportation and other related costs in such case. In case the inspection and testing prove that the Goods are in good order and meet the specific terms and characteristics, then the Seller is entitled to invoice the Customer with his costs for inspection, testing and retransportation of the Goods. In case the inspection and testing show that the Goods do not meet the specific terms or characteristics, then the Seller shall replace the Goods on the terms in Clause 6.

## **6. Warranty for defects**

**6.1** The Seller guarantees, under the exclusion of further demands, for the compliance to quality and characteristics explicitly claimed and/or mentioned in the Seller's specifications and confirmed in the Order Confirmation, as well as for the exchange of parts that have become completely or considerably unusable due to proven construction, material or manufacturing defects. The Seller decides on whether such parts will be replaced by new parts free of charge or repaired at cost and at risk of the Seller, however taxes and duties as well as additional costs for airfreight and express delivery are to be borne by the Customer.

**6.2** The Seller is to be immediately notified of such defects in writing.

**6.3** The warranty period for new ex-works Goods is 12 months from the date of delivery. For replaced or repaired parts the warranty period is 6 months from the replacement or repair alternatively until the originally warranty period has lapsed. In case of multiple repairs or replacements the end limit for extension of the warranty period is 24 months from the original delivery.

**6.4** In order to carry out necessary repair work on installed Goods ("Equipment"), the Customer must:

a) allow for the required time and opportunity, b) provide at his own cost assistant workers and devices and perform any additional work required. Cost for overtime and night hours requested by the Customer will be borne by the Customer.

**6.5** The warranty does not cover for normal wear and tear of parts that due to material composition or usage have a shorter life span, further not for defects due to improper storage, handling or usage, incorrect installation and running, extreme usage, improper working conditions, defective building work or fundamentals, chemical, electrochemical or electrical influences or other circumstances for which the Seller is not liable.

**6.6** The Customer is only entitled to claim under warranty from the Seller under the following conditions:

- a) the installation and start up of the delivered Equipment has been performed by the Seller's personnel, or other qualified personnel.
- b) the Seller has been immediately notified in writing of the detected defect to be claimed under warranty.
- c) the Customer has complied with the regulations of the Seller concerning the handling and maintenance of the delivered Equipment.
- d) no changes have been made without prior approval by the Seller.
- e) no spare parts have been used for replacement other than original spare parts from the Seller.
- f) The Customer has complied with his responsibilities according to sales contract, in specific the payment conditions agreed upon.

**6.7** Any further warranty claims, especially those concerning changes, price reduction or compensation are excluded.

## **7. Liability for damage to property and personal injury caused by the equipment**

**7.1** The Seller shall not be liable for personal injury or loss due to damage to other property than the Equipment, when the damage has occurred due to defect or inadequacy in the Equipment or otherwise is regarded to be caused by the Equipment, during the time when the Equipment is in the possession of the Customer or any third Party, unless it can be proved that the damage has been caused by gross negligence of the Seller or if the Seller's liability is mandatory under applicable product liability law.

**7.2** The Customer shall indemnify and hold the Seller harmless to the extent that the Seller incurs liability towards any third party in respect of any damage for which the Seller is not liable towards the Customer according to Clause 7.1.

**7.3** The Seller shall under no circumstances be liable for any costs or expenses of Customer or any third party, for loss of production, economic loss (loss of profit business revenue, good-will etc) or any other direct or consequential economical loss, caused by any defect or inadequacy in the Equipment.

### **8. Applicable safety standards**

The Seller's responsibility as regards conformity with applicable safety standards is limited and depends on whether the Seller's delivery comprise:

- a) robot/Equipment without installation,
- b) robot/Equipment with installation included, or
- c) a complete robot cell /installed Equipment.

**8.1** Sale of naked robot/Equipment. Installation excluded. In case of sale of a robot without installation the Seller is responsible for conformity with applicable safety standards and legislation as regards of naked robot as such. The Seller's responsibility does not embrace the entire robot cell. Neither is the Seller responsible for conformity with applicable standards as regards of installation. Instead the third party is responsible for the installation of the robot or the party responsible for installation of the complete robot cell is responsible for such conformity.

**8.2** Sale of robot/Equipment with installation. In case the Seller has taken part in the installation of the robot, the Seller is, unless otherwise agreed, responsible for conformity with applicable standards applicable to the robot as such but not for the entire robot cell.

**8.3** Sale of entire robot cell/installed Equipment. In case the Seller is the contracting party as regards sale of the entire robot cell the Seller has the overall responsibility for conformity with applicable safety standards for the entire robot cell.

### **9. Applicable supply standards**

**9.1** In case of delivery to a location in any of the Nordic countries the following general conditions shall be applied:

- a) NL 01, shall apply if the parties have not agreed that the Seller shall install the Equipment.
- b) NLM 02 shall apply if the parties have agreed that the Seller shall install the Equipment.

### **10. Terms at breach order**

**10.1** In case the Customer cancels a confirmed order the Seller is entitled to keep the 30 % payment according to Clause 3.7 and accumulated costs for specially developed components for the order.

**10.2** In case the Customer cancels the order after delivery the Seller is entitled to keep the 30 % and the 60 % payments according to items 3.7a,b. The Customer is obligated to return the Equipment to the Seller.

**10.3** In case the Customer 30 days or more before delivery date requests the delivery date to be postponed it is accepted but to an extra charge of 10 %.

**10.4** In case the Customer later than 30 days before delivery date requests the delivery date to be postponed it is not accepted.

### **11. Applicable law and jurisdiction**

**11.1** The contract shall be governed by the United Nations Convention on Contracts for the International Sale of Goods with respect to all matters to which the Convention relates and by Swedish laws with respect to all other matters.

**11.2** All disputes and differences between the parties arising out of or in connection with the validity, interpretation or implementation of the contract shall be submitted to the competent courts in Sweden. The Seller however, shall be entitled to file actions in any other competent court.