

General Conditions of Purchase

1. General

1.1 The General Conditions of Purchase are valid for the purchasing of goods and services by mta robotics and the therewith linked services from the Supplier.

1.2 Both Parties engage themselves solely through their signature; oral agreements do not bind the Parties; any special arrangement concerning these Conditions of Purchase require prior written consent from both Parties.

1.3 The use of electronic transmission mediums is permitted.

1.4 These Conditions of Purchase are binding when they are declared as applicable in mta robotics' purchase order. Other general terms and conditions of the Supplier listed in the quotation or the order confirmation are not recognized by mta robotics.

2. Quotation

2.1 The Supplier establishes a quotation free of charge for mta robotics and will provide information for any additional information requested.

2.2 In case of a quotation from the Supplier to mta robotics for a specific product, for which the Supplier already has a rival of mta robotics as customer for a similar product, the Supplier must inform mta robotics immediately in writing.

2.3 The Supplier's quotation must conform to the request for quotation and the General Conditions of Purchase of mta robotics. Any deviations must be clearly marked.

2.4 The Supplier's quotation must be valid at least 2 months after reception by mta robotics.

3. Purchase order

3.1 The documents enclosed with the purchase order, such as drawings and particular conditions of mta robotics, which complement the General Conditions of Purchase, are an integral part of the purchase order.

3.2 mta robotics expects a written order confirmation within five (5) days maximum to the following address: achats@mtarobotics.com. It must be conform to the purchase order in all points, any deviations must be clearly marked.

3.3 The purchase order is only binding once mta robotics has received the order confirmation, without reserve, from the Supplier.

3.5 Upon request from mta robotics, the Supplier must submit, free of charge, the final plans for the ordered article, this before the begin of the manufacturing. Approval from mta robotics in no way reduces the Supplier's responsibility.

4. Delivery, Documentation

4.1 The Supplier is responsible for the packaging. When the packaging must be returned, the return is at the costs and risks of the Supplier.

4.2 The delivery will take place at the agreed delivery term and at the place specified in the purchase order, during the regular reception hours, received by the person responsible. The date of the delivery term is binding and is an integral part of the purchase order provisions, which can only be changed with the previous written consent from mta robotics.

4.3 The Supplier pledges to immediately inform mta robotics in case of delays in the execution of the purchase order. In case of a delay not caused by mta robotics or not agreed upon by both Parties and which is not caused by force majeure, the Supplier is considered as being in delay and mta robotics reserves the right, depending on the consequences of the delay, to reduce or cancel without compensation the purchase order, as well as request from the Supplier the reimbursement of the entirety of the damage caused.

4.4 mta robotics is authorized to claim a penalty for a delayed delivery in accordance to the Swiss Code of Obligations. The technical documentation is subject to the same terms and conditions. The penalty for delayed delivery is 1% of the total price of the purchase order for each week of delay, however, in total not more than 8% of the total price. The right for further damage claims is reserved.

4.5 The Supplier can only claim a lack of services from mta robotics if the Supplier has requested those services in due time.

4.6 Each delivery must be accompanied by a delivery note with the following information:

Purchase order reference, purchase order date, quantity of parcels, precise description of the delivered product and the declaration of origin of the wares.

4.7 Deliveries without the required conformity declarations, control protocols and the necessary documentation for the installation, the commissioning, the operating and the maintenance are considered incomplete.

4.8 mta robotics is not required to accept incomplete deliveries or deliveries without official purchase order.

5. Controls - Conform products

5.1 The Supplier guarantees that the goods meet the agreed upon quality and characteristics. The stipulations concerning the requirements for commercial inspection and notification of defects is expressly excluded. mta robotics can notify of defects at any time during the period of warranty.

5.2 Controls carried out by mta robotics, even if those are prior to the delivery, do not in any way release the Supplier of liability.

5.3 With the acceptance of the purchase order, the Supplier confirms that his products correspond to the applicable regulations of the European Union (EU). The Supplier ensures at his own costs that all necessary documents are available. When necessary, the Supplier will also ensure conformity with other international or country norms. The Supplier is ready, at first request, to provide mta robotics with access to analysis, concepts and other relevant documents concerning the product safety for the object of delivery and if necessary to provide mta robotics with copies thereof.

5.4 mta robotics reserves the right, without further costs, to request a replacement delivery within a delivery term suitable for its requirements or to completely or partially forgo the delivery. mta robotics reserves the right to invoice the direct or indirect costs, including in such cases where mta robotics nonetheless accepted the delivery.

6. Invoicing and payment conditions

6.1 The prices are quoted DDP, according to INCOTERMS 2010 (Place of delivery; headquarters of mta robotics), including packaging.

6.2 The payment conditions listed on the purchase order are to be applied. The possibility to offset mutual credit balances is reserved.

6.3. A proper and complete invoice as well as the reception of the goods at the place of delivery is a prerequisite for the payment. In particular, the invoice must contain all necessary legal information, with special reference to the value added tax laws. Furthermore, the Supplier's invoice must contain the purchase order number, the reference and article number from mta robotics and the declaration of origin.

7. Press forms, tools, test equipment, etc. (hereafter "tools")

7.1 Tools which the Supplier produces for mta robotics and which are paid for by mta robotics become the property of mta robotics at the moment of payment. They remain in possession of the Supplier; they are however considered as property of mta robotics and must be labeled as such (constitutio possessorum)

8. Warranty

8.1 The Supplier guarantees that the delivered product corresponds to the planned use, that it has no damage which could lessen its value or restrict its use, that it reaches the prescribed scope of supply and services, that it is conform with the technical data listed in the purchase order, that it fulfills the regulation in force of the national laws at the place of delivery and that it is free from errors of conception, execution or material.

8.2 Except for consumables, which have a shorter operating lifetime than the warranty conditions, the period of warranty is 24 months from the time of delivery. The period is prolonged by the time between reception and effective commissioning of the goods; such a prolongation cannot exceed 12 months. For constructions or installations in unmovable objects the period is five years, starting with the written protocol of acceptance from mta robotics.

8.3 The supplier indemnifies mta robotics from a possible product liability, in so far that the claim for product liability is caused by the goods. Upon request, the Supplier must prove that the product liability risk is sufficiently covered by an insurance.

8.4 If during the period of warranty the product is proven as fully or partially nonconforming, the Supplier is given one (1) week for repairs or an exchange free of charge to guarantee a full restoration of conformity at the site of operation. All costs for travel, transport, customs, assembly, disassembly, etc. are at the cost of the Supplier.

8.5 Should the Supplier not provide an appropriate reaction within two (2) weeks, mta robotics is authorized to undertake any measures necessary to improve the situation in an acceptable time frame for the final customer.

8.6 The Supplier guarantees the warranty with regards to the product liability and confirms with sole responsibility, that the use of the product and the corresponding software does not infringe on the laws of intellectual property. The Supplier carries the responsibility for all legal actions and the costs for the protection, the defence and the compensation with regards to this warranty without limitations in time, including the indemnity for mta robotics for all costs and disadvantages which it might suffer as a result of such an action.

8.7 For exchange products, repairs and spare parts the same warranty is used as for the original products.

9. Availability of spare parts and after sales services

9.1 The Supplier guarantees the availability of spare parts at market-confirming conditions as well as an appropriate after sales service for at least ten (10) years after the setting into operation of the product or eleven (11) years starting from the time of delivery, depending on which occurs first.

9.2 If the Supplier, for reasons he has no control over, realizes during the predetermined period that he will not be able to fulfill his obligations, he will immediately contact mta robotics and the Parties will search for a suitable solution.

10. Intellectual property

10.1 The Supplier guarantees that the rights of intellectual property of third parties are in no way violated by the delivery, respectively use thereof by mta robotics. Notwithstanding the right of mta robotics to resign from the contract or require compensation in such cases of violation of proprietary rights, the Supplier will exempt mta robotics from the claims of third parties.

10.2. The Supplier will neither use for his own purposes nor make available to third parties without prior written consent from mta robotics any Know-how or confidential information or documents received from mta robotics for the purpose of the contract negotiations or the fulfillment of the contract. The Supplier must also transfer this obligation to his employees.

10.3 At the first request of mta robotics, all data must either be returned to mta robotics or destroyed, without keeping of a copy in any shape or manner.

10.4 This obligation ends 5 years after the end of the contractual relationship. Should the Supplier violate this non-disclosure obligation, he must pay mta robotics a contractual penalty of CHF 100'000, which is due without proof of damage, for each violation. The assertion of a damage surpassing the contractual penalty and the actual delivery remain reserved. The payment of a contractual penalty does not release the Supplier from the obligation of non-disclosure.

10.5 The results of the studies, developments, laboratory tests etc. carried out in the context of a purchase order, directly or indirectly paid by mta robotics, belong entirely and exclusively to mta robotics. The use of these results by the Supplier for his own patents, models, etc. is not permitted.

10.6 Upon request from mta robotics, at the same time as the first quantities of the ordered product are delivered, the Supplier will provide mta robotics with a set of plans for the product and the components. This set will be updated for each modification of the product or of its components.

11. Software

11.1 The Supplier guarantees that the software provided with the product includes a licence automatically linked with the product, in favor of mta robotics, its customers or third parties which might later acquire the product.

11.2 Should the software be product specific, mta robotics will automatically be the exclusive and complete owner thereof and the Supplier will provide mta robotics with the source program and software objects and the corresponding documentation.

12. Confidentiality - Advertisement

12.1 The Supplier will treat all information received from mta robotics as confidential, no matter whether this information is of a technical or commercial nature; Furthermore, he will treat his own information, such as quotations, purchase orders, etc. with regards to the contacts with mta robotics as confidential. The Supplier will use such information only in the context of his contacts with mta robotics and his own subcontractors used for the realization of the purchase order, with exclusion of all other cases.

12.2 The Supplier is responsible to inform his subcontractors concerning the obligations of non-disclosure and confidentiality regarding mta robotics and the requirement to meet this obligation as well.

12.3 For his advertisements, under reserve of the previous written consent from mta robotics, the Supplier will not mention the commercial relationship with mta robotics; he will further reveal no products or components from mta robotics, or show photos, plans or specifications and he will not inform third parties.

13. Insurance

The supplier indemnifies mta robotics from a possible product liability, in so far that the claim for product liability is caused by the goods. Upon request, the Supplier must prove that the product liability risk is sufficiently covered by an insurance.

14. Commercial dealings with a competitor

In case of a purchase order from mta robotics for an important specific, commercial or technical product, mta robotics will be allowed to require that the Supplier, during the realization phase of this purchase order, refrain from accepting purchase orders from competitors for similar products.

15. Important changes concerning the capital assets

In the case that an important change concerning the capital assets of the Supplier should take place, especially if a competitor of mta robotics should

acquire a share, the Supplier will immediately inform mta robotics and propose a suitable deadline to withdraw from the running contract without costs for mta robotics.

16. Notice of termination

16.1 mta robotics can withdraw from the purchase order and refuse the delivery without compensation for the Supplier in accordance with paragraph 4.2 above, when the maximum agreed upon delivery term has been exceeded.

16.2 When the Supplier does not respect one or more contractual clause and does not carry out the necessary correction within a deadline of one (1) month after reception of the demand note from mta robotics;

16.3 When it seems certain that the delivery term will not be met before it has been reached or that the ordered product will not be conform to the purchase order;

16.4 When the Supplier shows signs of financial difficulties, which cast doubts on the possibility of realizing the purchase order to the contractual conditions or on the guarantee of the agreed upon commitments concerning warranty and after sales services;

16.5 As long as the Supplier has not yet carried out any real actions concerning the realization of the purchase order.

17. Visits

mta robotics has the right to check the progress of the work at the Supplier's premises and carry out audits, within the specific mta robotics stipulations.

18. Force majeure

The parties do not stand surety for the nonobservance of the contractual obligations in cases of force majeure. For the clause to be activated, the Party, which wishes to make use of it, must announce the unexpected events and their expected duration to the other Party.

19. Invalidation of a clause

Should one or more of the clauses in the Conditions of Purchase be partially or fully invalidated, the rest of the Conditions of Purchase remain valid. Concerning the invalidated clause(s), the Parties will consult each other to work out an alternative solution, which will be as similar as possible to the legal and commercial stipulations of the invalidated clause(s).

20. Miscellaneous

20.1. There are no oral side-agreements. Changes in contract are only valid when they have been agreed upon in writing.

20.2. Should a contractual stipulation be or become invalid, the rest of the stipulations remain valid. Such a stipulation must be replaced by another, valid stipulation which approximates the commercial purpose of the invalid stipulation as closely as possible.

20.3 "In writing" means the recording of information (including the sending by remote transmission) in tangible form or in another form, which can later be reproduced in tangible form.

20.4 The Supplier may not cede the rights described in this contract to third parties without the prior written consent from mta robotics.

21. Jurisdiction and applicable Law

The place of enforcement and the exclusive place of jurisdiction are Bern, Switzerland, and the contract is governed by Swiss Law.

22. Official version

The German version of the Conditions of Purchase is the authoritative version.

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