

KOBOTS company ApS

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GLOBAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF **KOBOTS**



GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF PRODUCTS FOR BUSINESS CUSTOMERS

1. Use

1.1 Application. General terms and conditions of sale and delivery (hereinafter referred to as the "Terms") apply to all agreements concerning KOBOTS COMPANY APS, CVR number 43798529, (hereinafter referred to as "KOBOTS") the sale and delivery of products, spare parts and related services to business customers.

2. Contractual basis

2.1 Contractual basis. Together with KOBOTS' offer and order confirmation, the terms constitute the entire contractual basis for KOBOTS' sale and delivery of products, spare parts and associated services to the customer (hereinafter referred to as the "Contractual Basis"). The customer's purchase conditions printed on orders or otherwise communicated to KOBOTS do not form part of the Contractual Basis.

2.2 Amendments and supplements. Amendments to and additions to the Contractual Basis are only applicable if the parties have agreed to them in writing.

2.3 Legal status. If the customer changes its legal status, is subject to bankruptcy or restructuring proceedings or voluntary liquidation, the party must immediately inform KOBOTS thereof.

3. Products, spare parts and services

- 3.1 Products and spare parts.** Products and spare parts that KOBOTS sells and delivers to the customer comply with Danish legislation upon delivery. KOBOTS sells and delivers spare parts for a product for at least 12 months after it has been delivered to the customer.
- 3.2 Limitation of Liability.** Products, spare parts and related services that KOBOTS sells and supplies to the customer are intended for professional use after training and for use in the EU and/or the Norway and England. Regardless of any contrary terms in the Contractual Basis, KOBOTS is in no case liable for loss or damage attributable to use for other purposes or for use outside the EU, Norway and England. KOBOTS is not responsible for any operating losses or delays due to the use of KOBOTS' products, spare parts or related services.

4. Price and payment

- 4.1 Price.** The price for products, spare parts and associated services follows KOBOTS' current price list at the time when KOBOTS confirms the customer's order, unless the parties have agreed otherwise in writing. All prices are exclusive of VAT.
- 4.2 Payment.** The customer must pay all invoices for products, spare parts or related services no later than 8 days net, unless the parties have agreed otherwise in writing. The product remains the property of KOBOTS until full payment has been made.

5. Late payment

- 5.1 Interest.** If the customer fails to pay an invoice for products, spare parts or related services in a timely manner for reasons for which KOBOTS is not responsible, KOBOTS has the right to impose reminder fees and charge interest on the overdue amount of 2 % per month from the due date until payment is made.
- 5.2 Repeal.** If the customer fails to pay an overdue invoice for products, spare parts or related services within 14 days of receiving a written demand for payment from KOBOTS, KOBOTS will have in addition to interest in accordance with clause. 5.1 which the delay relates, (ii) terminate the sale of products, spare parts and/or related services that have not yet been delivered to the customer or require advance payment thereof, and/or (iii) claim other remedies including compensation for losses.

6. Quotes, orders and order confirmations

- 6.1 Offer.** KOBOTS' offer is valid for 30 days from the date the offer is dated, unless otherwise stated in the offer. Acceptance of offers received by KOBOTS after the acceptance deadline is not binding on KOBOTS, unless KOBOTS notifies the customer otherwise.
- 6.2 Orders.** The customer must send orders for products, spare parts or related services to KOBOTS in writing.
- 6.3 Order confirmations.** KOBOTS strives to send confirmation or refusal of orders to the customer in writing no later than 3 working days after receipt of the order. Confirmations and rejections of orders must be in writing to bind KOBOTS.
- 6.4 Changing orders.** The customer cannot change an order placed for products, spare parts or related services without KOBOTS' written consent.
- 6.5 Conflicting terms.** If KOBOTS' confirmation of an order for products, spare parts or related services does not match the Customer's order or the Contractual Basis, and the Customer does not wish to accept the conflicting terms, the Customer must notify KOBOTS in writing no later than 3 working days after receipt of the order confirmation. Otherwise, the customer is bound by the order confirmation.

7. Delivery

- 7.1 Delivery conditions.** KOBOTS supplies all sold products and spare parts. Unless otherwise agreed, the costs will be borne by the customer. Unless otherwise agreed between the parties, the agreed products or service is delivered EXW (cf. Incoterms).
- 7.2 Delivery time.** KOBOTS delivers all sold products, spare parts and associated services at the time stated in KOBOTS' order confirmation. KOBOTS has the right to deliver before the agreed delivery time, unless the parties have agreed otherwise.
- 7.3 Study.** The customer is obliged to examine all products, spare parts and associated services upon delivery. If the customer discovers an error or defect that the customer wishes to claim, it must immediately be notified in writing to KOBOTS. If an error or defect that the customer discovers or should have discovered is not immediately notified in writing to KOBOTS, it cannot be claimed later.

8. Delayed delivery

8.1 Communication. If KOBOTS expects a delay in the delivery of products, spare parts or related services, KOBOTS informs the customer about it and at the same time informs the reason for the delay and new expected delivery time. The customer has no other rights in connection with delayed delivery unless otherwise agreed in writing.

9. Warranty

9.1 Warranty. KOBOTS provides a 12-month warranty.

9.2 Exceptions. The warranty does not cover wear parts, defects or defects caused by: normal wear and tear, storage, installation, use or maintenance in violation of KOBOTS' instructions, user manual or other operating instructions. The warranty also does not include repair or modification by anyone other than KOBOTS or service-certified personnel.

9.3 Communication. If the customer discovers an error or defect during the withdrawal period that the customer wishes to claim, it must immediately be notified in writing to KOBOTS. If an error or defect that the customer discovers or should have discovered is not immediately notified in writing to KOBOTS, it cannot be claimed later. The customer must provide KOBOTS with the information about a notified error or defect that KOBOTS asks for.

9.4 Investigation. Within a reasonable time after KOBOTS has received notification from the customer about an error or defect and investigated the claim, KOBOTS will inform the customer whether the error or defect is covered by the warranty. Upon request, the customer must send defective parts to KOBOTS. The customer bears the cost and risk of parts during transport to KOBOTS. KOBOTS bears the cost and risk of parts during transport to the customer if the defect or defect is covered by the warranty.

9.5 Remedy. Within a reasonable time after KOBOTS has given notice to the customer in accordance with clause 9.4 is covered by the warranty, KOBOTS will remedy the defect or defect by: (i) replacing or repairing defective parts, or (ii) sending parts to the customer for the customer's own replacement or repair.

9.6 A service agreement may be entered. If the cutting robot is located in Denmark, Kobots Company could be contacted. If the cutting robot is located outside Denmark, a local service partner may be contacted or Kobots Company for further information.

10. Responsibility

10.1 Product liability. KOBOTS is responsible for delivered products and spare parts to the extent that such liability follows from mandatory legislation.

10.2 Limitation of Liability. Regardless of any contrary terms in the Contractual Basis, KOBOTS' liability to the Customer may not exceed 10% of the sales of products, spare parts and related services invoiced to the Customer in the immediately preceding calendar year per calendar year.

10.3 Indirect losses. Regardless of any contrary terms in the Contractual Basis, KOBOTS is not liable to the customer for indirect losses, including loss of production, sales, profits, time or goodwill, unless caused intentionally or grossly negligently.

10.4 Force majeure. Regardless of any contrary terms in the Contractual Basis, KOBOTS is not liable to the customer for non-fulfillment of obligations that may be attributed to force majeure. The exemption from liability shall continue as long as force majeure persists. Force majeure is considered to be matters that are beyond KOBOTS' control and which KOBOTS should not have foreseen when the agreement was concluded. Examples of force majeure are unusual natural conditions, war, terror, fire, flood, vandalism and labor disputes.

11. Intellectual property rights

11.1 Proprietary rights. Full ownership of all intellectual property rights in products, spare parts and related services, including patents, designs, trademarks and copyrights, belongs to KOBOTS.

12. Confidentiality

12.1 Disclosure and Use. The customer may not disclose or use or enable others to use KOBOTS' trade secrets or other information of any kind that is not publicly available.

12.2 Protection. The customer must not in an improper manner acquire or attempt to gain knowledge of or dispose of KOBOTS' confidential information as described in clause. 12.1 The customer must handle and store the information securely to avoid that it inadvertently comes to the knowledge of others.

12.3 Duration. The customer's obligations according to clause. 12.112.2 applies during the parties' trade and without time limit after the termination of the transaction regardless of the reason for the termination.

13. Processing of personally identifiable data

- 13.1 Treatment.** KOBOTS processes personal data with due regard to the General Data Protection Regulation and the Act. Information about the Customer's name, e-mail, telephone number, etc. is used solely in connection with the Customer's order, communication with the Customer and any marketing of new products or additional products.
- 13.2 Rights of the data subject.** KOBOTS complies with the rights of data subjects (e.g. right of access, rectification, erasure, restriction of processing, objection, data portability, complaint and right not to be subject to a decision based solely on automated processing, including profiling).
- 13.3 Storage and disclosure.** KOBOTS stores the information for as long as it is necessary for the purpose for which the information is processed. KOBOTS does not disclose, sell or otherwise transfer information to third parties unless the Customer has given consent.
- 13.4 Contact.** If the Customer wishes to receive information about what data is being processed, to have data deleted or corrected, the Customer may contact KOBOTS, Lind Hansens Vej 13H, 5000 Odense C.

14. Applicable law and jurisdiction

- 14.1 Applicable law.** The parties' trade is in all respects subject to Danish law.
- 14.2 Jurisdiction.** Any dispute that may arise in connection with the parties' trade must be settled by the Court in the city of Odense, Denmark.

