

General Terms and Conditions

for Robot Preventive Maintenance and Inspection

1. Scope of Application

These General Terms and Conditions ("GTC") apply exclusively to all preventive maintenance and Inspection agreements between FANUC UK Limited ("FANUC") and its clients ("Client") concerning the preventive maintenance and servicing of robots and controllers ("Robots"). These GTC do not apply to any third-party equipment or software unless explicitly agreed in writing. These GTC are applicable in the countries specified in the individual contract.

2. Subject Matter

FANUC agrees to provide preventive maintenance and inspections for the Robots specified in individual contracts or separate orders. The service measures aim to ensure operational readiness but do not guarantee uninterrupted functionality. The Client shall propose a maintenance or inspection schedule to FANUC by September 30th of each year for the following year. FANUC will then confirm the schedule in writing.

3. Conclusion of Contract for preventive maintenance or inspection

A binding contract is concluded upon the earlier of: (a) written confirmation of a Client order by FANUC; (b) the signing of an individual service contract; or (c) written acceptance of a service proposal by the Client. The Client's general terms and conditions shall not apply unless expressly agreed to in writing by FANUC. FANUC's offers are non-binding unless explicitly stated otherwise in writing.

4. Scope of Services

FANUC will provide preventive maintenance services as specified in the annexed "Maintenance Contents" document and inspections as specified in the annexed "Inspection". In both cases the service date will be agreed upon by FANUC and the Client at least four weeks in advance and confirmed in writing by FANUC. Any additional repair work included in an individual contract will be performed upon mutual written agreement. Repair services not covered by the contract require a separate written order and will be invoiced according to FANUC's applicable hourly rates and material costs, which will be provided to the Client for approval prior to commencement of the repair work.

5. Prices and Payment Terms

The preventive maintenance and the inspection costs, including maintenance, travel expenses, and any other agreed-upon costs, are detailed in the offer of FANUC to the Client. Unless otherwise stated in writing, all prices are exclusive of applicable VAT and any other applicable taxes, duties, or charges. Invoices for completed services are due and payable within 14 days of the invoice date. Invoices for selected service options may be issued annually on the contract execution date, as specified in the individual contract.

6. Client Obligations

The Client shall:

- Adhere to FANUC's operating and maintenance instructions.
- Provide FANUC personnel with free and unobstructed access to the Robots during agreed-upon service times.

- Provide necessary resources, including a safe and suitable workspace, compressed air supply (minimum 6 bar), and a stable temperature environment (minimum 15°C).
- Designate an authorized contact person for FANUC personnel on-site.
- Maintain up-to-date backups of robot programs and data, with a recommended backup interval of no more than three months.
- Ensure that the Robots are clean and free from any process materials or contaminants before servicing.
- Be responsible for the proper disposal of waste generated during maintenance, including but not limited to batteries, oils, and cleaning materials, in accordance with applicable environmental regulations.

7. Liability

FANUC's liability for damages, regardless of the legal ground, is limited to cases of gross negligence or willful misconduct. In cases of simple negligence, FANUC's liability is limited to damages arising from the breach of essential contractual obligations and is further limited to the foreseeable, typical damages up to a maximum amount of 5 Mio. EUR per year. FANUC shall not be liable for damages resulting from external influences, improper use by the Client, or force majeure. Liability for indirect damages or consequential losses, including but not limited to lost profits, is excluded unless expressly agreed in writing. These limitations of liability do not apply to damages resulting from injury to life, body, or health.

8. Warranty

FANUC warrants that preventive maintenance, inspections and repair services will be performed in a professional and workmanlike manner. Any warranty claims for service defects must be reported to FANUC in writing within 14 days of the completion of the service. This warranty does not cover damage caused by external factors, misuse, improper handling, unauthorized modifications, or maintenance performed by unauthorized third parties. The warranty period for services is twelve (12) months from the date of service completion.

9. Contract Duration and Termination

The contract term is specified in the individual service agreement. Unless otherwise agreed in writing, contracts shall automatically renew for successive periods of one (1) year unless either party provides written notice of termination at least three (3) months prior to the end of the then-current term. Either party may terminate the contract for cause without notice if the other party materially breaches its obligations and fails to cure such breach within thirty (30) days after receiving written notice specifying the breach. Any termination must be made in writing.

10. Confidentiality

Both parties agree to maintain strict confidentiality regarding all business and technical information exchanged during the term of the contract. This obligation shall survive the termination of the contract. Each party shall ensure that its employees, agents, and subcontractors are bound by similar confidentiality obligations.

11. Data Protection

FANUC will process and store personal data in accordance with applicable data protection laws and regulations. The Client consents to FANUC processing data necessary for the performance of the contract. FANUC will only transfer data to third parties if required for the fulfilment of the contract or if required by law. Further details regarding data processing are described in FANUC's privacy policy, which is available upon request.

12. Force Majeure

Neither party shall be liable for delays or failures in performance due to events beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, strikes, lockouts, war, terrorism, riots, embargos, or governmental restrictions. The affected party shall promptly notify the other party in writing of the occurrence of such an event. Performance obligations will be suspended for the duration of the force majeure event, and the time for performance will be extended accordingly.

13. Governing Law and Jurisdiction

This agreement shall be governed by and construed in accordance with the laws of England, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction for all disputes arising out of or in connection with this contract shall be Coventry, England.

14. Entire Agreement

This agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written.

15. Severability

If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that comes closest to the economic intent of the invalid or unenforceable provision.

16. Amendments

Any amendments to this agreement must be made in writing and signed by both parties.

17. Retention of Title

FANUC retains ownership of any service materials and spare parts supplied until full payment has been received. The Client may not resell, pledge, or otherwise encumber any materials or spare parts that are subject to FANUC's retention of title.

Annexes:

- Preventive Maintenance Content
- Inspection Content