

Installation Check – Terms and Conditions

These Terms and Conditions for Installation Check ("Installation Check") govern the special promises of FANUC for products (the "Products") provided by FANUC to its customer (the "Customer"), hereinafter collectively referred to as the "Parties" and individually as a "Party". These do not affect the Customers statutory rights or the obligations of FANUC under the contract.

1. Definitions

- 1.1. In these Conditions, unless the context requires otherwise the following expressions shall have the following meanings:
 - 1.1.1. "Customer"- the Party named as the Customer in the Order Confirmation.
 - 1.1.2. "FANUC" – refers to **FANUC Österreich GmbH**
 - 1.1.3. "Product" – refers to **Robot** (robot & controller) by FANUC.
 - 1.1.4. "FANUC Care"- Commercial guarantee exclusively provided FANUC.
 - 1.1.5. "Software"- the sale of FANUC application and system software.

2. Scope and Purpose

- 2.1. These Terms and Conditions govern the provision of a pre-contract installation check service ("Installation Check") performed by FANUC for the Product.
- 2.2. The Installation Check is also conducted for evaluation purposes prior to any potential conclusion of FANUC CARE and shall not be interpreted as an offer, acceptance, or binding commitment to provide ongoing services.
- 2.3. The purpose of the Installation Check is to determine whether the Product's installation, and the surrounding operational environment meet the technical, safety, and operational prerequisites defined by FANUC. These prerequisites are intended to ensure that the Product can be performed safely, efficiently, and in accordance with FANUC's internal standards and risk management policies.
- 2.4. The Installation Check does not constitute a service contract, maintenance agreement, warranty extension, certification, or any other continuing obligation on the part of FANUC. Its sole function is to provide an expert assessment of the existing condition of the Product at a specific point in time without guaranteeing future performance or eligibility.
- 2.5. By requesting, ordering, or permitting the Installation Check, the Customer acknowledges and agrees to be bound by these Terms in their entirety. The Customer further confirms that it has the legal authority to grant access to the Product and installation site and to accept the Installation Check on behalf of the operating entity.

3. Customer Obligations

- 3.1. The Customer shall ensure that the Product, all associated equipment, relevant documentation, and the installation site are fully accessible to FANUC's service technician at the agreed date and time. This includes providing unrestricted physical access, operational availability of the system, and the presence of qualified personnel capable of operating the equipment safely if required.
- 3.2. The Customer shall provide safe, secure, and lawful working conditions, including compliance with all applicable occupational health and safety regulations, electrical standards, environmental rules, and internal site policies. FANUC shall not be required to perform any work under hazardous or non-compliant conditions and may withdraw personnel immediately if safety cannot be assured.
- 3.3. The Customer shall provide all information reasonably necessary for the performance of the assessment, including maintenance records, service history, technical documentation, modification records, and operational data where available. Any failure to provide accurate or complete information may affect the outcome of the Installation Check and shall be at the Customer's sole risk.
- 3.4. FANUC shall be entitled to suspend, postpone, or terminate the Installation Check if, in its sole judgment, site conditions are unsafe, incomplete, inaccessible, or otherwise unsuitable for the proper performance of the assessment. In such cases, any additional costs incurred due to rescheduling or repeated visits may be charged to the Customer.

4. Performance of the Installation Check

- 4.1. The Installation Check shall be carried out by a qualified FANUC service technician with appropriate training and experience in the installation and operation of FANUC Products. The technician shall perform the assessment in accordance with FANUC's internal procedures and professional standards applicable at the time of the inspection.
- 4.2. The assessment shall evaluate the Product and its installation against technical and operational parameters established by FANUC, for example to determine eligibility for FANUC CARE. These parameters are designed to ensure system reliability, maintainability, and safe operation throughout the potential service period.
- 4.3. Such parameters may include, but are not limited to, mechanical installation integrity, electrical supply stability, environmental conditions, safety systems, Product configuration, software status, and maintenance history. The scope of inspection may vary depending on the specific Product, its application, and the observed site conditions.
- 4.4. The applicable criteria may be documented separately, including in an annex to these Terms ("Annex 1"), which may be updated, supplemented, or interpreted by FANUC at its discretion. The absence of specific items in Annex 1 shall not limit FANUC's right to evaluate additional aspects deemed relevant to safety, functionality, or serviceability.

5. Approval Decision and Outcome

- 5.1. Following completion of the Installation Check, FANUC shall determine, in its sole and absolute discretion, whether the Product satisfies the prerequisites for eligibility for FANUC CARE. This determination shall be based on the technician's findings, internal guidelines, safety considerations, and any other factors FANUC considers relevant. FANUC shall provide a report with recommendations to the Customer.
- 5.2. If FANUC determines that all relevant requirements are fulfilled, FANUC may issue a written approval confirming that the Installation Check has been successfully passed. Such approval indicates only that the prerequisites were met at the time of inspection and does not guarantee continued compliance in the future.
- 5.3. The issuance of approval constitutes a necessary precondition for the possible conclusion of FANUC CARE but does not create any obligation for FANUC to enter into such an agreement.

- 5.4 The decision to approve or reject the Installation Check shall be final and binding, subject only to mandatory applicable law and principles of good faith. Such decision shall be based on FANUC's technical, safety, commercial, and risk management criteria. The Customer acknowledges that FANUC's internal evaluation criteria may include proprietary considerations, internal policies, and risk thresholds that are not subject to disclosure.
- 6. Non-Approval and Corrective Measures**
- 6.1 If FANUC determines that the requirements are not fulfilled, FANUC shall provide the Customer with a written report identifying deficiencies, non-conformities, or recommended corrective actions. This report is intended to assist the Customer in understanding the reasons for non-approval but does not constitute a comprehensive engineering analysis.
- 6.2 The Customer shall be solely responsible for implementing any remedial measures at its own cost, risk, and responsibility. FANUC shall not be liable for the effectiveness of any corrective actions performed by the Customer or third parties.
- 6.3 FANUC shall have no obligation to verify or validate corrective actions unless a new Installation Check is formally requested and accepted by FANUC under separate arrangements. Any subsequent inspection shall be treated as a new service subject to these Terms.
- 6.4 Failure to pass the Installation Check shall not entitle the Customer to any compensation, damages, price reduction, or refund unless expressly agreed in writing. The Customer acknowledges that the Installation Check is an evaluative service whose outcome cannot be guaranteed.
- 6.5 If the Installation check fails, the Customer may request a repeat installation check, which will then be billed separately. Upon request, FANUC provides a quote for such a new installation check.
- 7. Discretion and Refusal Rights**
- 7.1 FANUC reserves the right to refuse approval for any reason related to safety, technical suitability, reliability, compliance, or risk management considerations. This includes situations where the Product may technically function but does not meet FANUC's standards for long-term service support.
- 7.2 Approval may be withheld if FANUC determines that operation of the Product could pose unacceptable risks to personnel, property, or the environment. Such determinations may be based on professional judgment, experience, or internal policies designed to prevent accidents or service failures.
- 7.3 FANUC shall not be required to disclose detailed internal evaluation methodologies, proprietary standards, internal policies, risk thresholds, scoring models, or decision-making criteria applied in connection with the Installation Check. FANUC may apply internal standards, compliance policies, safety guidelines, and risk management frameworks that are not publicly disclosed. The Customer acknowledges that such internal criteria constitute confidential and proprietary business information.
- 8. No Certification or Warranty**
- 8.1 The Installation Check does not constitute certification of compliance with statutory requirements, industry standards, or third-party regulations. It is not a substitute for legally required inspections, approvals, or conformity assessments by competent authorities or notified bodies.
- 8.2 The Customer remains solely responsible for ensuring that the Product and its operation comply with all applicable laws, regulations, directives, standards, and workplace requirements. FANUC assumes no responsibility for regulatory compliance beyond the scope of the assessment performed.
- 8.3 Unless otherwise agreed in writing, FANUC makes no representations or warranties, express or implied, regarding the condition, performance, or suitability of the Product as a result of the Installation Check. Any opinion expressed by FANUC personnel are professional judgments based on observed conditions only.
- 8.4 The assessment reflects conditions observed at the time of inspection and does not guarantee future performance, reliability, or continued compliance. Changes in operation, environment, maintenance practices, or system configuration may invalidate the assessment at any time.
- 8.5 The Installation Check does not transfer to FANUC any responsibility of the system integrator, machine builder, end user, or operator under applicable machinery safety regulations, including but not limited to Directive 2006/42/EC (Machinery Directive) and any applicable national implementing legislation. The Installation Check does not replace, substitute, or reduce the obligation of the integrator or end user to perform an independent risk assessment, ensure CE conformity, maintain technical documentation, or comply with applicable health and safety requirements. Any reliance by the Customer or third parties on the Installation Check as evidence of regulatory compliance or system safety shall be at their sole risk.
- 9. Retention of Title**
- FANUC retains ownership of any service materials and spare parts supplied until full payment has been received. The Customer may not resell, pledge, or otherwise encumber any materials or spare parts that are subject to FANUC's retention of title.
- 10. Waiver**
- 10.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 10.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 11. Intellectual Property and Confidentiality**
- 11.1 All intellectual property rights in reports, documentation, methodologies, assessment criteria, and related materials used or produced by FANUC remain the exclusive property of FANUC. No rights are transferred to the Customer except the limited right to use the report for internal purposes.
- 11.2 The Customer may use any results solely for internal operational planning and decision-making regarding the Product. Any commercial use, publication, or external distribution is prohibited without FANUC's prior written consent.

- 11.3 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.
- 12. Data Protection**
FANUC will process and store personal data in accordance with applicable data protection laws and regulations. The Customer 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.
- 13. Force Majeure**
13.1 The expression "force majeure" shall mean any event of circumstances beyond the control of either party, including without prejudice to the generality of the foregoing, strikes, lock outs, trade disputes, accident to plant or machinery, shortage of any material, failure in whole or part of any power or energy supply, delays in or cancellations of deliveries or provision of services by third parties, riots, civil commotion, war national or international, emergency, destruction or damage due to natural forces, fire, flood, explosion, pandemic, epidemic and compliance with orders or requests of any national or local authority.
13.2 Except in relation to payment terms, neither party will be liable for breach of Contract if and to the extent that fulfilment of a term of these Conditions has been prevented, hindered or delayed by force majeure as defined in these Conditions, and in such event the time for fulfilment of such a term shall be extended for such a period as is reasonable in all the circumstances. It is understood between the parties that the contract may be terminated by either party if a force majeure event will last for six months or more, without such party being liable for damages to the other party by reason of such termination.
- 14. Remuneration**
14.1 Remuneration for services shall be governed by the Service Agreement or the applicable price list referenced therein.
14.2 Unless otherwise agreed, billing shall be based on the actual time spent by FANUC personnel. Chargeable time includes preparation, connection time, analysis, troubleshooting, consultation, and documentation.
14.3 Any defined maximum duration per service or incident does not constitute a flat-rate fee but solely specifies the maximum permissible service time before escalation to an alternative service delivery (e.g., on-site service) may become necessary.
14.4 All prices are exclusive of statutory value added tax.
- 15. Governing Law and Jurisdiction**
15.1 These Terms shall be governed by and construed in accordance with the laws of the jurisdiction in which the relevant FANUC contracting entity is registered, excluding conflict-of-law principles and the United Nations Convention on Contracts for the International Sale of Goods. This choice of law ensures consistency with FANUC's corporate legal framework.
15.2 If any provision, or part of a provision, of these Conditions is found to be void or unenforceable, that provision, or part, shall be deemed to be deleted from this agreement. The remaining provisions of these Conditions shall continue in full force and effect, and the parties shall use their respective reasonable endeavours to procure that any such provision is replaced by a provision which is valid and enforceable, and which gives effect to the spirit and intent of these Conditions.
15.3 If any provision or part-provision of these Conditions is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 16. Miscellaneous**
16.1 Any dispute arising out of or in connection with this contract shall be resolved by alternative dispute resolution methods such as mediation or arbitration before resorting to litigation.
16.2 Any amendments to these Terms and Conditions must be made in writing. FANUC reserves the right to modify these Terms and Conditions at any time. This will not affect Orders confirmed prior to any such modifications, with respect to which, however, FANUC has no obligation to provide prior notice to the Customer.

Installation Check – Annex 1

Content Installation Check for Robots

- Backup incl. Analysis
- Functional testing of protective and safety devices
- Environment Check
- Check the installation of the Robot (mechanical unit)
- Robot maintenance area check
- Controller maintenance area check
- Power Supply Check
- Conditions of Robot & controller cables
- Function test
- Brake check
- Digital condition & setup check
- Record and check settings (payload, wrist load, axis limits, collision guard, Running time, ...)