

## STANDARD TERMS AND CONDITIONS OF SALE

These standard Terms and Conditions (the "Conditions") govern the sale of products (the "Products") and the provision of repair and replacement services for Products or parts thereof (the "Services") provided by FANUC to its customer (the "Customer"), hereinafter collectively referred to as the "Parties" and individually as a "Party". These Conditions are an integral part of any contract or order formalized between the Customer and FANUC.

The Conditions are attached to the offers and order confirmations and are therefore deemed to be known and accepted by the Customer, including through tacit conduct or behavior, regardless of whether there is express written acceptance by the Customer.

### 1. Definitions

- 1.1.** In these Conditions, unless the context requires otherwise the following expressions shall have the following meanings:
- 1.1.1.** "Conditions" - these standard Terms and Conditions of Sale
  - 1.1.2.** "Customer" - the Party named as the Customer in the Order Confirmation
  - 1.1.3.** "Delivery Invoice" - the invoice issued on or around the date of dispatch or delivery of the goods, as appropriate
  - 1.1.4.** "FANUC" being **FANUC Denmark**
  - 1.1.5.** "Guaranteed Date of Delivery" - the date shown on the Order Confirmation agreed separately in writing by the Customer and FANUC
  - 1.1.6.** "Order Confirmation" - FANUC's official written order acknowledgement of the Customer's order
  - 1.1.7.** "Product" – means Robots, Robomachines, or CNC Systems by FANUC.
  - 1.1.8.** "Product Sales" - the sale of Robots, Robomachines, and/or CNC Systems, Laser Systems and Automation Systems
  - 1.1.9.** "Spare Parts" - the sale of hardware and software (excluding Product Sales)
  - 1.1.10.** "Software" - the sale of application and system software
  - 1.1.11.** References to "Contract(s)" or "the Contract" are references to the contract between the Customer and FANUC, as set out in the Order Confirmation, Delivery Invoice and as governed by these Conditions

### 2. Validity and Acceptance

- 2.1.** All details regarding the Product Sales, Software and/or Spare Parts shall be specified by FANUC in the offer in accordance with FANUC's current stock status and the offer may be revised by FANUC accordingly.
- 2.2.** Unless previously withdrawn or otherwise stated, any offer of Product Sales, Spare Parts and/or Software by FANUC remains valid for thirty (30) calendar days after the date of issue.
- 2.3.** Contracts for Product Sales, Software and/or Spare Parts only become valid and binding upon FANUC following the issuance by FANUC of a written Order Confirmation.
- 2.4.** Contracts for Emergency services, being defined as unplanned repair or rectification of Software and/or hardware, become valid and binding upon FANUC only through the dispatch of qualified personnel to the premises where the service is to be carried out.
- 2.5.** Unless agreed in writing between the Customer and FANUC upon a Contract becoming binding upon FANUC as set out in 2.2. and 2.3. above, the Customer is deemed to have accepted these Conditions and agrees to be bound by them. The Customer declares that they have read the provisions and expressly accept them by accepting the offer sent by FANUC.

- 2.6. Acceptance of amendments to existing orders will require a new Order Confirmation. Any clause additional or contrary to those included in these Conditions shall be deemed invalid unless specifically accepted to have precedence (in writing) by FANUC.
- 2.7. FANUC's confirmation or fulfillment of orders accepted under these Conditions does not constitute a guarantee or obligation to accept future orders from the Customer. FANUC reserves the right to decline any order at its sole discretion and without providing a reason. In such cases, the Customer shall have no right to claim compensation, including for loss of profit, nor shall it be entitled to terminate these Conditions or the Contract on these grounds.
- 2.8. The Order for Products custom-made according to the Customer's request shall not be cancellable and/or modifiable, even partially, without the prior written consent of FANUC.
- 2.9. Any request for cancellation or modification must be communicated to FANUC no later than fifteen (15) working days from the receipt of the Order Confirmation. After this date, in case of cancellation or modification of quantity or type of product, the conditions specified in clause 20 of this document "Termination" shall apply.

### **3. Formation of Contract, Cancellation & Amendments**

- 3.1. All contracts of sale are exclusively subject to these Conditions and cannot be altered by the Customer without the written acceptance by FANUC.
- 3.2. No terms or conditions contained in the Customer's purchase order, acknowledgements, acceptances or similar documents will form part of the Contract and the Customer waives any right to which it might have to rely on such terms or conditions. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 3.3. Any provision or part of a provision of these Conditions, which is or may be void or unenforceable shall, to the extent of such invalidity or unenforceability, be deemed severable and shall not affect any other provision or part of a provision of these Conditions.
- 3.4. The Customer will not be entitled to cancel the Contract in whole or in part thereof, nor will the Customer be entitled to delay in the performance of its obligations under the Contract without FANUC's written consent, which will only be given on terms which will indemnify FANUC against all direct and indirect losses arising in connection with such cancellation or delay.
- 3.5. Should the Customer cancel an order in whole or in part, the Customer shall pay to FANUC the full value of delivered but unpaid goods and/or services, in addition to direct costs proven reasonably incurred by FANUC as a result.
- 3.6. Except as otherwise provided in these Conditions, drawings, photographs, specifications, dimension and weights submitted by FANUC are given as an indication and must be taken as approximate only and do not form part of the Contract, nor shall they be treated as constituting a representation that goods of that type will be supplied to the Customer.
- 3.7. The Customer acknowledges the right of FANUC to consider any Order confirmed by FANUC as cancelled after a period of six months has elapsed from the date when the goods or services are made available to the Customer. In such case, the aforementioned cancellation costs shall apply, notwithstanding any other amounts due under the Order Confirmation.
- 3.8. In addition, FANUC reserves the right to cancel, postpone or otherwise delay services and training due to circumstances beyond its control. The Customer may request a change to an order by submitting a written Change Order Request. Upon receipt, FANUC will review the request and provide a written response. Changes may be granted upon FANUC's express written agreement.

If accepted, FANUC will provide a quotation, including labour, materials, equipment, and any other expenses directly or indirectly associated with the change.

FANUC will provide an updated delivery or project timeline reflecting the impact of the change. Any delays caused by the change will be documented, and any effect on the project completion date will be taken into consideration in the costs estimate.

The Customer agrees to compensate FANUC for any indirect costs and losses incurred due to the approved change, including but not limited to, disruption of scheduled work, reallocation of resources, loss of productivity and any additional project management and administrative efforts.

#### **4. Price and Variation of Price**

- 4.1.** All prices quoted are exclusive of any applicable VAT or any other taxes, duties and charges if not otherwise specified.
- 4.2.** FANUC shall be entitled to adjust the price to take account of any delay on the part of the Customer in supplying information required to complete the order; or of any alteration made by the Customer to specifications or other information supplied to FANUC.
- 4.3.** FANUC's prices are as per the quotation supplied or based on FANUC's current price list. If FANUC agrees to invoice in any other currency than as quoted, it shall be at an exchange rate determined by FANUC, acting reasonably. FANUC reserves the right to adjust the quotation if the spot rate, for the specified currency, changes by more than 5% from the rate on the date of the quotation.
- 4.4.** All extras and accessories ordered but not specified in FANUC's quotation will be charged for separately as will the costs of all tests, alterations, additions and other work undertaken at the Customer's request.

#### **5. Invoicing and Payment**

- 5.1.** Subject to FANUC's approval of the Customer's credit rating, full payment of all invoiced items shall be made in the invoice currency and must be received by FANUC within thirty (30) calendar days from the invoice date, unless for a deposit invoice or otherwise specified within FANUC's quotation, Order Confirmation or otherwise expressly agreed by FANUC in writing. Payment is considered complete only once FANUC has received the full amount.
- 5.2.** The Customer accepts that all invoices are issued on the following basis, unless otherwise specified within FANUC's quotation or Order Confirmation or otherwise expressly agreed by FANUC in writing:
  - 5.2.1.** For Product Sales:
    - 5.2.1.1.** 30% of the Order Confirmation price to be invoiced following placement of the order and payable within seven (7) calendar days from invoice date;
    - 5.2.1.2.** 70% of the Order Confirmation price to be invoiced on dispatch of the goods and payable within thirty (30) calendar days from invoice date;
    - 5.2.1.3.** Invoice stages for automation and system projects are to be agreed upon at the time of quotation.
  - 5.2.2.** For Spare Parts, Training and Service:
    - 5.2.2.1.** 100%, full payment, to be invoiced on dispatch of the goods or provision of the training or service, whichever occurs first.
- 5.3.** In the event that the Customer fails to make payment for goods or services, or fails to take delivery of any of the goods, or commits any other breach of Contract, then all sums outstanding in respect of goods and services shall become due and payable immediately and

FANUC, in their absolute discretion and entirely without prejudice to any other rights and remedies they may have, may:

- 5.3.1.** Charge interest to the Customer at the interest reference rate of the European Central Bank plus 10% for the time being prevailing from the date when payment in question becomes due to the date of actual payment;
- 5.3.2.** Suspend future deliveries of goods to the Customer under the Contract in question or under any other Contract and/or terminate any such Contract(s) without any liability upon FANUC; and
- 5.3.3.** Withdraw credit facilities for future orders without liability upon FANUC.
- 5.3.4.** In addition to the interest charged under clause 5.3.1., FANUC reserves the right to impose a contractual fine in the amount of 0.5% for every commenced day of default with payment of any due amounts for Goods and Services until payment is made in full. This fine serves as a penalty for late payment and is without prejudice to FANUC's right to halt all contracted deliveries of Goods and Services, unilaterally modify payment terms, or withdraw from valid contracts without any financial or other liability. This action does not affect FANUC's right to seek compensation for damages arising from incomplete payments.
- 5.4.** If credit is required, the Customer shall supply sufficient financial information for FANUC to evaluate and assign a credit limit. Ongoing credit facilities are subject to review of financial information obtained through credit reference agencies and payment terms being adhered to, and can be reduced or withdrawn without formal notification.
- 5.5.** Payments shall be made, via bank transfer, without any deduction whatsoever, howsoever arising, whether in the Denmark or worldwide, for set-off or counterclaim and free and clear of bank charges at the bank specified by FANUC.
- 5.6.** Payments made to Agents, representatives, or commercial auxiliaries are not considered as fulfilling the Customer's payment obligation. Under no circumstances will the Customer be able to suspend and/or delay payment of the price, even in the case of disputes or claims regarding potential defects or faults in the delivered goods.
- 5.7.** The terms of invoicing and payment set out in this clause 5 shall not be delayed by any request from the Customer to postpone delivery of the products or services.

## **6. Delivery**

- 6.1.** Unless otherwise specified in FANUC's Order Confirmation, Product Sales shall be delivered DAP (Delivered at Place) in accordance with INCOTERMS 2020. Transportation costs will be added to the invoice, unless otherwise agreed upon in writing by FANUC.
- 6.2.** The period of delivery of goods shall be governed by the Order Confirmation and shall begin on the date of the Order Confirmation, provided that all specifications have been given to FANUC prior to that date. Timely supply is conditional upon timely receipt of all documents required to be furnished by the Customer, necessary licenses and releases, timely clarification and approvals of plans and observance of the terms of payment agreed upon and other obligations.
- 6.3.** If the aforementioned conditions for the delivery of goods or services are not met, the period allowed for supply shall be extended accordingly. If delivery is delayed for reasons for which the Customer is responsible, supply shall be deemed timely if notice that goods are ready for shipment has been given within the agreed period. The Customer shall indemnify FANUC for any damages that the delayed delivery may cause to FANUC.

- 6.4.** Any agreed upon time for completion of delivery shall be binding only to the extent that this has been expressly stipulated and accepted by both Parties in writing.
- 6.5.** Unless the contrary is expressly stipulated by FANUC in writing, periods for supply of deliveries are given as purely indicative. FANUC shall not be liable for any costs or penalties incurred or loss of revenues experienced by the Customer due to delay in manufacturing, dispatch or delivery.
- 6.6.** Unless otherwise specified by FANUC, delivery of the ordered goods will be completed in a single shipment using FANUC's standard packaging. However, alternative packaging options and split deliveries may be arranged at the Customer's request. Any additional costs related to packaging and shipping will be charged to the Customer's account, unless otherwise agreed in writing by FANUC.
- 6.7.** Delivery is deemed complete if no discrepancies are reported within fourteen (14) days of receipt of the Goods.
- 6.8.** Goods not collected by the Customer within sixty (60) days of notification of availability shall be subject to storage charges amounting to 2% of the value of the Goods per month.
- 6.9.** Any amendments or changes to the items, quantities, configurations, packaging or method of delivery specified in the Order Confirmation may result in a delay in the delivery of the goods ordered, which shall not result in any liability upon FANUC. Additional charges may also apply.
- 6.10.** FANUC accepts no responsibility for delays in delivery that occur beyond the control of FANUC (including, but not limited to, situations such as disruptions in customs procedures and epidemic diseases described as epidemics and/or pandemics).
- 6.11.** In the case of Product Sales or components thereof, if the Customer does not take physical delivery on the date specified in the Order Confirmation or as otherwise agreed between the Customer and FANUC, FANUC reserves the right, at its sole discretion and entirely at the Customer's risk and expense, to either dispatch the goods to the Customer or arrange for their storage. Any such storage of the goods will be invoiced to and paid for by the Customer including the costs for necessary and industrial standard insurances. The mechanism and manner of storage will be at the full discretion of FANUC and shall reflect the reasonable costs of storage.
- 6.12.** FANUC only accepts liability for non-delivery or damage in transit in the case of goods sold under DAP rules, in which case the Company's responsibility will be limited to replacing or repairing the missing or damaged goods or, at their discretion, refunding the purchase price.
- 6.13.** Where FANUC provides a Guaranteed Date of Delivery in writing to the Customer, no claim by the Customer for any non-delivery shall be valid unless FANUC is notified within seven (7) calendar days after the Guaranteed Date of Delivery. If the Customer fails to notify FANUC within this 7-day period, FANUC shall be deemed to have delivered the Goods as agreed and the Customer is barred from bringing any claim, howsoever arising from the non-delivery, after the expiry of the 7-day period set out in this clause 6.13.
- 6.14.** In all other circumstances where FANUC does not provide a Guaranteed Date of Delivery in writing to the Customer, no claim by the Customer for any non-delivery shall be valid unless FANUC is notified within seven (7) calendar days after the date of the Delivery Invoice. If the Customer fails to notify FANUC within this 7-day period, FANUC shall be deemed to have delivered the Goods in due time and the Customer is barred from bringing any claim, howsoever arising from the non-delivery, after the expiry of the 7-day period set out in this clause 6.14.
- 6.15.** Goods damaged in transit must be reported to FANUC by signing the delivery note "DAMAGED ON ARRIVAL" and returning it to FANUC so as to be received by FANUC within five (5) calendar

days of delivery. Delivery notes sent by e-mail shall be deemed to have been received on transmission provided that a hard copy follows in the post. Any damaged Goods must be retained (including wrappings, cartons, or other packaging) for inspection.

- 6.16.** The Customer is responsible for the proper disposal of all materials used in packing, protecting and transporting all products supplied by FANUC to the Customer.

## **7. Acceptance by the Customer**

- 7.1.** The Customer must inspect the goods immediately after delivery to verify whether they are in conformity with the Order and whether they do present any defects. If the Customer does not notify FANUC, in writing, within seven (7) calendar days of delivery that the goods do not conform to the Order Confirmation or that they have any defects, they shall be deemed to have accepted the goods and to have acknowledged that the products are without defect.
- 7.2.** If the Customer notifies FANUC within the time limit stated in clause 7.1 that the goods do not conform to the Order Confirmation, the Customer shall provide sufficient details of the non-conformance and allow FANUC a reasonable opportunity to inspect and rectify the goods. Upon FANUC doing so to the Customer's reasonable satisfaction—such satisfaction being measured against an objective standard (that of a reasonable Customer) for the goods delivered—the goods shall be deemed accepted by the Customer.
- 7.3.** No damages may be filed or claimed against FANUC for any delays in repair or replacement by the Customer. If claims are unfounded, FANUC is entitled to reimbursement for the costs incurred in managing the claim and performing checks at the Customer's premises.

## **8. Warranty**

- 8.1.** FANUC warrants that the Product, maintenance and works carried out shall be free from any defects in workmanship for a period of twelve (12) months, from the date of delivery.
- 8.2.** The Customer is encouraged to register the Product, within the initial twelve (12) months from date of delivery, at "<https://portal.fanuc.eu/>" to receive an additional 12-month warranty. Failure to register the Product within the first twelve (12) months from date of delivery, will limit the warranty period to the period stated in clause 8.1 above.
- 8.3.** The Customer is encouraged to perform all repairs and services with FANUC during the initial 12-month warranty period mentioned in clause 8.1.
- 8.4.** Any and all repairs required during the additional warranty period, (clause 8.2), must be carried out exclusively by FANUC to maintain the warranty with FANUC. FANUC shall have no warranty obligations with respect to defects or direct or indirect damages resulting from alterations or from repairs carried out by the Customer or any other third party. In case of installation by the customer or a third party, the Customer shall provide proof that the part subject to warranty failed in the course of normal operation.
- 8.5.** FANUC reserves the right to invalidate the Product warranty if any unauthorized repairs or interventions are performed by the Customer or any third party not authorized by FANUC or if the Product is fitted with non-original spare parts, extras, or accessories.
- 8.6.** FANUC shall have no liability, whether in contract, tort, negligence, or otherwise, to the Customer concerning non-FANUC manufactured products, except to the extent that the manufacturer's warranty for such non-FANUC products allows FANUC to transfer the manufacturer's warranty to the Customer. Replacement of non-FANUC manufactured products outside Europe will only be carried out through the Customer at its European registered address.

- 8.7. If the Customer delays delivery after the date specified on the Order Confirmation or as otherwise agreed between the Parties, then the warranty period for all products shall be reduced on a pro-rata basis.
- 8.8. FANUC's total liability under this warranty, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the replacement or repair of the defective product or part, as determined by FANUC. Under no circumstances will FANUC be liable for indirect, incidental, punitive, special, or consequential damages, including, but not limited to, loss of profits, loss of revenue, loss of use, loss of production, or costs of substitute goods, whether such damages were foreseeable or not.
- 8.9. This warranty shall not cover damages caused by third parties, misuse, improper installation, excessive wear and tear, lack of proper maintenance, failure to follow FANUC's operating instructions, or external causes such as accidents, environmental conditions, or force majeure events (including but not limited to circumstances listed in clause 15.1. such as natural disasters, war, terrorism, strikes, or governmental actions)
- 8.10. Except as expressly set forth in this agreement, FANUC disclaims any and all other warranties, conditions, or representations (whether express, implied, oral, or written) with respect to the Product, including any implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement, to the extent permitted by law.
- 8.11. In order to claim warranty service, the Customer must notify FANUC in writing of the defect within the applicable warranty period and provide sufficient details about the issue, including relevant product information and purchase records. FANUC shall, at its discretion, assess the claim and determine whether the product qualifies for repair or replacement under this warranty. The Customer may be required to return the defective product to FANUC at the Customer's expense.
- 8.12. In the event that the product needs to be returned to FANUC for repair or replacement under this warranty, the Customer shall be responsible for properly cleaning, packaging and shipping the product to FANUC's designated service centre at the Customer's cost. FANUC shall bear the cost of return shipping of repaired or replaced products to the Customer.
- 8.13. Upon expiration of the applicable warranty period, or, as the case may be, the notification period set forth here-above in clause 8.1, FANUC shall have no further obligations or liabilities in respect of any defects or non-conformance of the Product, and any repairs or replacements required thereafter will be subject to FANUC's then-current service rates and charges.

## **9. Product Returns and Repairable Spare Parts**

- 9.1. FANUC declines any obligation to accept returns for non-FANUC manufactured products. Requests for returns of non-FANUC manufactured products thereof will be analysed by FANUC, and if accepted (such acceptance being entirely at FANUC's discretion), a restocking fee shall apply.
- 9.2. When purchasing a spare part, the Customer may return a defective part, and if eligible shall be entitled to the credit set out below, including any applicable discounts, should the returned part be repairable or remanufactured by FANUC. FANUC shall advise which Spare Parts are eligible for this credit. In order to qualify for the return credit, FANUC must receive the defective part within ten (10) calendar days after delivery of the newly purchased part. FANUC may at its own discretion agree to deliveries after this deadline, in which case FANUC reserves the right to reduce the exchange credit by 5% each week of delay in sending back the defective

part. Any credits applicable shall be issued to the Customer once the newly purchased part has been paid for in full.

**9.2.1.** All motors shall be entitled to a credit of 20% of the price paid for the newly purchased part.

**9.2.2.** All other eligible parts shall be entitled to a credit of 30% of the price paid for the newly purchased part.

**9.3.** FANUC accepts the return of non-used, packed and sealed Spare Parts, within ten (10) calendar days from the date of delivery of the part, against a restocking fee of 20% of the list price of the part.

**9.4.** Any used, unpacked Spare Parts, or Spare Parts where the seal is broken shall be treated as defective parts and shall therefore qualify for a maximum credit as stated in clause 9.2. above.

**9.5.** FANUC does not accept returns of Software, books, manuals or other printed or electronically stored media.

**9.6.** FANUC does not accept returns of goods. If FANUC exceptionally accepts a return, the price of the returned Products, whose return has been authorized, will be reimbursed to the Customer with a maximum depreciation of 20% of the value, covering administrative, control, and storage costs. FANUC reserves the right, at its sole discretion, to accept the return of delivered and unused Products, provided the packaging is intact. Unless otherwise agreed, the return of Products must be carried out at the Customer's expense, risk, and under FANUC's prior authorization, and in any case, no later than thirty (30) days from receiving this authorization.

## **10. Provision of Services and Training**

**10.1.** The Customer shall immediately notify FANUC if they cannot facilitate FANUC carrying out the work at the agreed time. Any agreed time for commencement or completion of the work shall then be extended accordingly and be subject to the availability of FANUC's personnel at a date or time different to those initially agreed.

**10.2.** Where the services are to be carried out at the premises of the Customer, the Customer shall ensure that the following matters are satisfied before the agreed date for the commencement of the services:

**10.2.1.** Before the services commence, the Customer shall inform FANUC's representative of all relevant health and safety regulations in force at its premises and guarantee that all necessary safety and precautionary measures, including compliance with all applicable health and safety legislation, have been taken. The Customer shall ensure that the services are not carried out in surroundings that are or may potentially be unhealthy or dangerous and shall maintain all safety and precautionary measures throughout the performance of FANUC's services.

**10.2.2.** FANUC's personnel shall be prepared to commence work as per the agreed schedule and will operate during regular business hours. If the Customer is given reasonable notice, FANUC may also perform work outside of normal business hours as necessary.

**10.3.** Should the matters set out in clause 10.2 above fail to be guaranteed, FANUC's personnel shall be entitled to defer the performance of the service prior or during its commencement until such time when the health and safety conditions are guaranteed. FANUC shall not be held responsible for any costs incurred or loss of revenues experienced by the Customer as a result of a delay due to absence or insufficiency of health and safety conditions. The Customer shall indemnify FANUC for any damages that the delayed delivery may cause to FANUC.

- 10.4.** The services described in the scope of the quotation, for application support, shall be made under the direction of the Customer, who declares to have the required professional skills or to be assisted by any person having the required professional skills. Therefore, and except in cases of wilful misconduct, FANUC shall not be deemed to have acquired any or all of the Customer's obligations and risks in the design, development, manufacturing or operation of the equipment subject to the application support. As such, FANUC shall be held free of any claim related to any loss of contracts or profit or for any direct, indirect, special or consequential loss suffered by the Customer or by any third party.
- 10.5.** It is the Customer's responsibility to perform an adequate backup of its data and software before making the Product available for repair and/or replacement. The insurance risk related to the Product to be repaired and/or replaced is borne by the Customer.
- 10.6.** The Customer is obliged to accept the repair and/or replacement as soon as it is communicated that it has been completed or that the relevant testing phase has been concluded. The fact that the executed repair presents minimal or insignificant defects will not entitle the Customer to refuse the repair.
- 10.7.** Bookings for a training course must be confirmed in writing. A purchase order for the Customer's training course reservation is due no later than thirty (30) calendar days prior to attendance of the training course. FANUC reserves the right to refuse entry into a training class if the purchase order is not received prior to attending.
- 10.8.** If the Customer does not attend a pre booked Company training course, and has not previously informed FANUC, the full course fee shall be payable.
- 10.9.** Written confirmation of cancellation or a request to transfer a training course to another date must be received thirty (30) working days prior to the course start date. All transfers must be taken within a period of six (6) months from the original course date. The following charges will apply, dependent on notice given:
  - 10.9.1.** thirty (30) working days prior to the course start date - no charge;
  - 10.9.2.** Less than thirty (30) working days' notice given - 50% of the course fee; and
  - 10.9.3.** Less than fourteen (14) working days' notice given 100% of the course fee.
- 10.10.** If the Customer arrives late for a Company training course or is absent from any session, FANUC reserves the right to refuse to accept the Customer for training if FANUC feels the Customer will gain insufficient knowledge or skill in the time remaining.

## **11.Limitation, Exclusion and Liability**

- 11.1.** Any performance figures are merely indicative and cannot take into consideration the conditions under which the Customer will use the goods or services supplied, and shall not expose FANUC to liability unless such performance is confirmed in writing prior to the delivery.
- 11.2.** Without limitation to clause 11.3. below, the Customer acknowledges that in entering into the Contract, the Customer does not rely on and shall have no rights or remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out within these Conditions.
- 11.3.** The Customer accepts that any advice or assistance provided by FANUC, which is not part of the quotation, shall not engage FANUC's liability under any circumstances, whether in contract, warranty, tort, negligence or otherwise. For the avoidance of doubt, and without limitation to the exclusions set out in the previous sentence of this clause 11.3., the Customer shall not

have any claim for misrepresentation (whether made innocently or negligently) in relation to these Conditions.

- 11.4.** To the fullest extent permitted by the applicable law, FANUC shall not be liable for any business interruption or loss of profit or revenue, materials, anticipated savings, data, contract goodwill (whether direct or indirect in nature) or for any other form of incidental, indirect or consequential damages of any kind. Liability for direct damages shall be limited to three (3) times the total value of the Customer's fees payable or up to a maximum liability cap of five (5) Million EUR per year, whichever is lower. This liability cap shall not apply in cases of fraud, misrepresentation, intentional wrongdoing, or gross negligence.
- 11.5.** In case of technical issues not attributable to FANUC that prevent the repair of a Product, FANUC will not be liable for any additional damages caused to the Product in the attempt to carry out the repair. The Parties acknowledge that FANUC personnel may need access to the Customer's premises for the performance of Services. In this regard, the Customer (i) declares compliance with applicable health and safety regulations in the workplace and (ii) agrees to implement all measures required by law related to FANUC personnel access to the Customer's premises.
- 11.6.** If FANUC personnel determine that health and safety requirements are not being met, FANUC may suspend Services at the Customer's premises until compliance is achieved, without such suspension creating any liability for FANUC or entitling the Customer to terminate the Contract.
- 11.7.** If any goods supplied by FANUC are sold, or passed into the possession or control, of a third party, whether in breach of clause 16 below or for any other reason, the Customer shall and will indemnify FANUC against any and all claims whatsoever, howsoever arising from any jurisdiction worldwide, from any such third Parties connected with or relating to such goods. The Parties agree that the consideration for this clause is the willingness of FANUC to supply such goods to the Customer under the terms of the Contract.
- 11.8.** Nothing in the Contract and/or these Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between FANUC and the Customer, constitute either party as an agent of the other, or authorize any party to make or enter into any commitments on behalf of the other Party.
- 11.9.** The provisions of this clause 11 shall survive any termination of any Contract for the supply of goods or services.
- 11.10.** Nothing in the Contract limits any liability which cannot legally be limited, including liability for death or personal injury caused by negligence fraud or fraudulent misrepresentation.

## **12. Intellectual Property Rights**

- 12.1.** The Customer shall not, under any circumstances, at any time erase, alter, deface or remove FANUC's name, or any of its trademarks, logos or identifying signs from the goods. The Customer shall not affix or attach any other trademark, logo or identifying sign to the goods nor juxtapose its trademarks with any other mark likely to cause confusion with FANUC's trademarks, logos, or identifying signs. Any unauthorized modifications, alterations, or additions are strictly prohibited.
- 12.2.** Each party's rights to their intellectual property (including but not limited to patents, copyright, trademarks, rights in software, trade secrets) in such party's design, data sheets, packaging, literature and any other materials shall at all times remain the sole and exclusive property of that Party. No rights or licenses express or implied, shall be transferred or granted to the other

party, except to the extent necessary for the Customer's use of the goods in the manner for which they are supplied by the Company.

- 12.3.** Should the Customer receive any claim that such goods infringe a patent, copy right or trade secret and the Customer provides FANUC with all necessary information and assistance as well as the exclusive authority to defend and settle such claim, FANUC will, at its own expense and option, defend or settle such claim. The foregoing states FANUC's entire liability, for patent, copyright or trade secret infringement in connection to any sale of goods or services.

### **13. Passing of Title to Property & Retention of Title**

- 13.1.** Until full payment has been received by FANUC and until all other sums owed by the Customer to FANUC on any account have been paid in full, regardless of delivery having been made, title shall not pass and:

**13.1.1.** FANUC retains title to any Product sold until full payment is received from the Customer. In the event of resale of the Product by the Customer to a third party, the Customer shall ensure that title to the Products remains with FANUC until full payment is made to FANUC. The Customer shall not: Sell, pledge, or grant any security interest over the Products unless title retention by FANUC is ensured; modify the Products in any way or incorporate them into any other machine or device such that their identity is destroyed or obscured; allow the Products to become a fixture; and shall store the Products separately from other goods, clearly marked to identify them as FANUC's property. In case of any doubt, all Products in the Customer's stock shall be deemed subject to FANUC's title retention.

**13.1.2.** FANUC shall be entitled, at any time, to inspect and/or to repossess the goods or detach the goods from anything to which they are attached or in which they are installed, without being responsible for any damage reasonably caused by such access.

- 13.2.** Any Software provided by FANUC to the Customer remains the sole and exclusive (intellectual) property of FANUC Except as explicitly permitted herein, no rights or licenses, whether express, implied, or otherwise, are hereby transferred or granted to the Customer or any other party. The Customer, and its authorized end users, are granted only a limited, non-transferable, and revocable right to use the Software solely in connection with the operation of the related hardware supplied by FANUC. The Software may not be copied, reproduced, disclosed, sublicensed, transferred or transmitted or used for any other purpose without FANUC's prior written authorisation.

- 13.3.** The Customer shall be responsible for:

**13.3.1.** Ensuring compliance with all statutory, government or local authority regulations and laws applicable in relation to goods ordered from FANUC; and

**13.3.2.** Ensuring that all instructions, handbooks, notices and warnings issued by FANUC are properly understood and complied with at all times by all persons using the goods or working within close proximity to them.

### **14. Insolvency and default**

- 14.1.** The Customer acknowledges and agrees that FANUC has the right without prejudice to any other rights and remedies it may have, to enter the Customer's premises and repossess any goods in the event of default, delayed payment, or insolvency, prior to the transfer of ownership. In exercising this right, FANUC may dismantle the goods as necessary, without

incurring liability for any resulting damage. Upon such action, the Customer's right to use or dispose of the goods shall immediately terminate.

- 14.2. FANUC shall retain the right to pursue legal action for the payment of any goods notwithstanding that property in them has not passed to the Customer.
- 14.3. FANUC may also exercise its rights, without prejudice to any other rights or remedies it may have, if any distress or execution is levied against the Customer's goods, if the Customer proposes an arrangement with creditors, if the Customer is unable to pay its debts as they fall due, if a bankruptcy petition is presented against the Customer, if the Customer, being a Limited Company, passes or presents a resolution or petition for winding up (other than for amalgamation or reconstruction without insolvency), if a receiver, administrator, administrative receiver, or manager is appointed over the Customer or any part of its business or assets, or if the Customer undergoes any analogous proceedings under foreign law. In such events, and to the extent permitted by applicable law, all outstanding sums owed in respect of the goods shall become immediately payable.
- 14.4. Should the Customer make any composition or arrangement with its creditors, or should any legal process be instituted or any person or persons be appointed to control the Customer's affairs due to its failure to honour its debts, FANUC shall be entitled at any time thereafter, and to the extent permitted by any applicable law, to forthwith terminate any Contract for the supply of goods or services and shall be held free from any direct, indirect or consequential claim or liability in respect to the termination of the Contract.

## 15. Force Majeure

- 15.1. 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.
- 15.2. 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 (6) months or more, without such Party being liable for damages to the other Party by reason of such termination.

## 16. Compliance with export control laws, antibribery & competition clauses

- 16.1. The Customer acknowledges that any sale of goods, software, technology and services supplied by FANUC under these Terms and Conditions require compliance with all applicable laws and regulations, including, but not limited to, rules on the trade of dual-use items as well as economic and financial sanctions, such as those enacted or adopted by Japan, the United States, the European Union or its Member States and the country in which FANUC selling office is registered ("Export Control Laws").

The Customer acknowledges compliance with provisions and legislation aiming to combat unfair business practices and bribery like the French Sapin II Law, the US FCPA Act or the UK Bribery Act, as well as provisions foreseen in national Penal Codes.

The Customer acknowledges compliance with regulations aiming to curb any behavior that may hinder competition and fair market.

**16.2.** The Customer agrees to cooperate fully and promptly with any reasonable requests for information or documentation made by FANUC to ensure compliance with this clause 16. This cooperation includes, but is not limited to, providing access to relevant records, responding to inquiries, and facilitating any required audits or inspections.

**16.3.** Any breach of clause 16 shall be considered a material breach. In the event of a breach, the non-breaching Party may terminate the contract immediately as foreseen in clause 20 "Termination" and pursue any legal actions as deemed appropriate.

**16.4. Re-export**

**16.4.1.** The Customer agrees that any sale, resale, supply, export or reexport of FANUC items are subject to applicable Export Control Laws, including those of the country in which the items are exported. Specifically, "DUAL USE GOODS" are listed in the Council Regulation (EU) 2021/821 and are subject to controls if exported from the European Union. If re-exported, the Customer is responsible to be compliant with all applicable export regulations and FANUC may request proof of such compliance before providing any post-sales services. If the Customer is unable to provide appropriate proof of compliance FANUC will exclude all services to the extent that this is legally possible. Insofar FANUC is legally obliged to perform a service, this service will only be carried out in the country to which FANUC itself has sold. The Customer hereby confirms that it has established procedures and controls to ensure compliance with Export Control Laws.

**16.5. Prohibition to Divert to Russia and Belarus**

**16.5.1.** In line with article 12g of Council Regulation (EU) 2023/2878 of 18 of December 2023 amending Regulation (EU) No 833/2014 concerning restrictive measures against Russia, FANUC prohibits re-exportation to Russia and Belarus and re-exportation for use in Russia and Belarus of any of the goods, software or services sold under this agreement.

**16.5.2.** Moreover, the Customer warrants to have adequate procedures in place (including, but not limited to, customer checks and due diligence procedures, screening and background, contractual measures) to ensure the complete fulfilment of this clause if FANUC equipment is resold to a third party by the Customer. In the event of a breach of this clause, for any reason or at any moment of time, the Customer is to inform FANUC without delay, who reserves the right to act according to legal obligations as set forward in paragraph 4 of Article 12g of the abovementioned regulation and apply remediation measures as appropriate.

**16.6. Limitation of FANUC services in Certain Countries**

**16.6.1.** The Customer acknowledges that FANUC does not sell products to "Self-Maintenance" countries, defined as countries where FANUC Corporation is not represented by any of its subsidiaries. The Customer shall consult FANUC Europe's website to access the list of Customer Service locations.

**16.6.2.** The Customer acknowledges that FANUC will not ensure any service or any warranty-related activities on site, nor ship any spare parts to a Self-maintenance destination. Any after-sales activity is under the sole responsibility of the Customer.

**16.6.3.** This is applicable as well when FANUC products are used as components of other products.

**16.7. End-use (risk of proliferation of weapons of mass destruction and accumulation of conventional weapons)**

- 16.7.1.** The Customer acknowledges that FANUC items cannot be used for the development, production, use or stockpiling of weapons of mass destruction, including but not limited to, nuclear, biological or chemical weapons, missiles or drones.
- 16.7.2.** FANUC reserves the right to refuse every order or to refuse the further execution of an order if it were to imply a violation or a possible violation of the aforementioned prohibition, without being liable for compensation.
- 16.7.3.** In addition, FANUC's policy prohibits the sale, supply, re-sale, lease or transfer by any means of all items with a military or conventional weapons end-use or end-user outside the following countries: Argentina, Australia, Austria, Belgium, Bulgaria, Canada, Czech Republic, Denmark, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Japan, Republic of Korea, Luxembourg, Netherlands, New Zealand, Norway, Poland, Portugal, Spain, Sweden, Switzerland, United Kingdom of Great Britain, Northern Ireland and the United States of America.
- 16.8. FANUC products used as components of Other Products**
- 16.8.1.** The Customer agrees that, when integrating FANUC's Product as a component of its product, it has the responsibility to act in compliance with and classify the product based on the applicable Export Control Laws of the country from which the product will be exported.
- 16.9. Hold harmless and indemnification clause**
- 16.9.1.** The Customer hereby agrees to defend, indemnify and hold harmless FANUC against any liability, losses, damages (including reputational damages) or costs (including any legal costs) incurred or suffered by FANUC as a result of any breach, negligent act or omission or wilful default on the part of the Customer, or its representatives, agents or distributors arising either directly or indirectly from the performance (or non-performance) by the Customer or any of its representatives, agents or distributors of any obligations under these Terms and Conditions.
- 16.10. Suspension and Termination**
- 16.10.1.** FANUC will not incur any liability to the Customer on account of any loss or damage resulting from any delay or failure to perform all or part of its obligations if such delay or failure is directly or indirectly due to the entry into force of Export Control Laws, Bribery or Competition laws, or any request of the authorities. The Customer also acknowledges that FANUC will not incur any liability if delay or failure to perform all or part of its obligations stems from any import or export license related requirement from national authority where FANUC's selling office is located, another EU country or Japan.
- 16.10.2.** FANUC's obligations will be suspended to the extent and for the time that is necessary to comply with such request or abovementioned laws. In the event that the suspension will last for a period longer than six (6) months, either FANUC or the Customer may terminate any contract without incurring in any liability.
- 16.11. Conflict of Interest**
- 16.11.1.** The Customer shall promptly disclose any actual or potential conflicts of interest that may arise during the preparation, discussion, and conclusion of this contract. The Customer agree to manage any identified conflicts of interest in an ethical and transparent manner, taking appropriate steps to mitigate or eliminate such conflicts. Such Conflict of Interest will be disclosed at [compliance@fanuc.eu](mailto:compliance@fanuc.eu).
- 16.12. Anti-Bribery & Anti-Corruption Clause.**

**16.12.1.** FANUC and the Customer affirm their commitment to ethical business practices and the prevention of bribery and conflicts of interest in all aspects of their relationship.

**16.12.2.** In particular, the Parties warrant that neither Parties nor any of its employees, agents, or representatives has or will, directly or indirectly, offer, pay, promise to pay, authorize the payment of, or given any financial or other advantage, whether in cash or in kind, to any person, including but not limited to suppliers, customers, public officials, or private individuals, for the purpose of obtaining or retaining business or securing any other improper advantage in the frame of these Terms and Conditions.

#### **16.13. Competition Clause**

**16.13.1.** FANUC and the Customer agree to do business in fair competition and refrain from engaging in any anticompetitive practices, including but not limited to price-fixing, market sharing, market segmentation, vertical or horizontal integration, bid rigging, or any conduct that may violate competition laws.

**16.13.2.** The Parties pledge to neither exchange any commercial or confidential information nor enter any agreement or dealing that may have a negative or unfair impact from a Competition law perspective on the overall market, suppliers, customers, or competitors.

#### **16.14. Penalty Clause**

**16.14.1.** The Customer agrees, declares, and undertakes to pay FANUC a penalty of three (3) times the total order confirmation price, in the event that the Customer violates any obligations arising from this clause 16.

**16.14.2.** The penalty amount mentioned above is determined by taking into account the importance of the commercial relationship between the Parties and mutually agreed. The Customer declares, accepts, and undertakes that it shall not request cancellation or reduction of the penalty amount claiming excessiveness of this amount and that it waives all such rights in advance. The performance of the contract, acceptance of performance or default and application of the provisions regarding the breach of this Conditions shall not prevent the request or payment of the penalty. FANUC reserves the right to request other further damages. The penalty clause is independent from these Terms and Conditions or Contract and shall resume its validity indefinitely between the Parties due to being an independent commitment losing its secondaries status after the expiration of these Conditions or Contract.

#### **17. Personal Data Protection**

**17.1.** FANUC processes personal data (such as full name, e-mail address, physical address, and phone number) in compliance with the applicable data protection laws solely for accounting purposes and other business-related activities. Personal data will only be shared with third parties if appropriate security measures are in place. FANUC retains personal data only for as long as is necessary, for the purposes for which it was collected, or as required by law. Any complaints regarding data processing should be directed to and lodged with the competent supervising authority. For further inquiries, to report a data protection breach or to request modifications to personal data, contact FANUC at [dataprotection@fanuc.eu](mailto:dataprotection@fanuc.eu). For further information, please see FANUC Privacy Policy: <https://www.fanuc.eu/uk/en/privacy-and-cookie-policy>.

#### **18. Interpretation and Law**

**18.1.** The Contract shall in all respects be governed by and construed in accordance with the laws of Denmark and shall be deemed to have been made in Denmark. The Parties agree to submit to the exclusive jurisdiction of the Courts of Denmark.

- 18.2. 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.
- 18.3. 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.
- 18.4. The invalidity of one or more provisions of the Agreement or these Terms will not affect the validity of the entire Agreement and/or other individual provisions thereof. In the event of such an occurrence, the Parties shall be required to seek in good faith and within a reasonable time, an agreement to replace the invalid provisions with valid ones, the content of which will allow achieving the objectives of the invalid provisions to the greatest extent possible.

## 19. Confidentiality

- 19.1. Each Party undertakes that it shall not at any time or at any time during the Contract and for a period of two (2) years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other Party, except as permitted by clause 19.2. below. Each party shall apply and maintain security processes and procedures to safeguard the confidentiality of all confidential information received.
- 19.2. Each Party may disclose the other Party's confidential information:
  - 19.2.1. To its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under the Contract. Each Party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other Party's confidential information comply with this clause 19; and
  - 19.2.2. As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. In such event, the receiving party shall make reasonable efforts to first inform the disclosing party in writing before the disclosure occurs. The disclosing party may investigate the request and assist the receiving party in limiting the disclosure and/or obtaining legal protection for the provided information. The receiving party shall disclose only the legally required portion of the confidential information.
- 19.3. Neither Party shall use the other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
- 19.4. The Customer shall destroy or return to FANUC any confidential information belonging to FANUC upon FANUC's written request in case of the termination of the Contract and/or Conditions for any reason.
- 19.5. All confidential information, as well as the intellectual property rights contained therein, shall at all times remain the sole and exclusive property of the disclosing party or its licensors.

## 20. Termination

- 20.1. Without limiting its other rights or remedies, FANUC may terminate this Contract, unilaterally without paying any compensation with immediate effect by giving written notice to the Customer if:

- 20.1.1.** The Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within thirty (30) calendar days of that Party being notified in writing to do so;
- 20.1.2.** The Customer is subject to, either voluntarily or involuntarily, insolvency, bankruptcy, postponement, liquidation, concordat procedures, the appointment of trustees, or de facto ceases its operations with no intention of resuming, substantially changes its line of business, or disposes of all or a significant part of its assets;
- 20.1.3.** The Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- 20.1.4.** The Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 20.2.** Without limiting its other rights or remedies, FANUC may suspend provision of the goods or services under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 20.1.2 to clause 20.1.4 above, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 20.3.** Without limiting its other rights or remedies, FANUC may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 20.4.** On termination of the Contract for any reason the Customer shall immediately pay to FANUC all of FANUC's outstanding unpaid invoices and interest and, in respect of any goods or services supplied but for which no invoice has been submitted, FANUC shall submit an invoice, which shall be payable by the Customer immediately on receipt
- 20.5.** Termination or expiry of the Contract, however arising, shall not affect any of the Parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract, which existed at or before the date of termination or expiry.
- 20.6.** Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

## **21. Change in Customer's Financial Conditions**

Notwithstanding what is provided above, FANUC shall have the right to suspend the performance of its obligations if the financial conditions of the Customer become such that the fulfilment of the counter-performance of the payment of the consideration is at risk.

## **22. E-Commerce**

FANUC may conclude valid contracts with Customers electronically. Likewise, it is permitted to electronically conclude/confirm any document related to the implementation of Services, FANUC Training or the delivery of the Goods. This does not apply to withdrawal from an order or contract and/or except where sanctions and/or claims for damages are applied.

## **23. Assignment**

The Customer's rights and obligations under any Contract for the supply of goods or services shall not be assigned without FANUC's prior written consent.

## **24. Entire agreement**

- 24.1.** These Terms and Conditions constitute the entire agreement between the Parties.

- 24.2.** Each Party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

## **25. Waiver**

- 25.1.** 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.
- 25.2.** 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.

## **26. Amendments**

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.