

General Terms and Conditions

§1 Scope

- 1.1 These General Terms and Conditions (GTC) apply to all contracts, deliveries and other services provided by Amplify Robotics GmbH, Am Anger 4, 82237 Wörthsee (hereinafter referred to as "AR"), to its customers.
- 1.2 The customer's terms and conditions shall not apply. The customer's terms and conditions shall only apply if "AR" explicitly declares consent in writing.
- 1.3 "AR" provides engineering and consulting services as well as the development and production of hardware and software, particularly in the field of robotics and drive technology.

§2 Prices and offers

- 2.1 Offers from "AR" are non-binding, and a contract is only concluded when "AR" confirms the order. The prices of goods and services are solely determined by the formal order confirmation of "AR" and not by the offer.
- 2.2 Indicative prices are subject to change and are calculated based on the anticipated effort. Billing is done according to the actual effort incurred.
- 2.3 "AR" reserves the right to correct obvious errors in offers and confirmations. This applies in particular, but not only, to grossly incorrect price information.
- 2.4 "AR" reserves the right to withdraw from the contract in the event of incorrect, improper or untimely delivery to "AR" by "AR's" suppliers. The customer shall be informed immediately in such events.
- 2.5 "AR" reserves the right to increase the fixed prices appropriately if the purchase prices (e.g. raw materials or labor costs) or the exchange rate between EUROS and the currency offered differs by more than 5% between the date of the order confirmation and the delivery date of the product.

§3 Terms of payment

- 3.1 Unless stated otherwise in the order confirmation, the payment is due 7 days net after the date of invoice. Payments must be made by bank transfer to the account of "AR".
- 3.2 In the event of a default in payment, interest at a rate of 5% above the respective base rate of the European Central Bank shall become due 10 days after the default in payment without further declaration by "AR". If, after confirmation of the order, "AR" gains knowledge of circumstances which make the creditworthiness of the customer appear doubtful, "AR" shall be entitled to make the delivery dependent on prior payment.
- 3.3 If "AR" does not receive payment for an advance invoice on time, we reserve the right to withdraw from the contract within 15 days of the due date.

§4 Terms of delivery

4.1 If a period for the execution of the order by “AR” is specified in the order confirmation or agreed with the customer, this shall commence upon receipt of the order confirmation by the customer. However, not before receipt of all documents, approvals, releases or other information to be procured or provided by the customer for order processing, in particular not before clarification of all technical issues. In the event of the customer failing to provide “AR” with the above information in good time, the delivery period shall be extended accordingly.

4.2 If non-compliance with the delivery period is due to

- a) force majeure (e.g. storm, fire, flood, earthquake, explosion, war, energy, mobilization, acts of terrorism, pandemics, allocations, attack on our IT infrastructure or other crises that are outside the area of responsibility of “AR”).
- b) delays or obstacles due to German, European or US embargoes or customs regulations.
- c) Improper self-delivery

the delivery period shall be extended to a reasonable date.

4.3 Delivery shall be ex works (EXW) in accordance with Incoterms 2020.

§5 Transfer of risk

5.1 The risk of accidental loss and accidental deterioration of the goods shall pass to the customer upon handover to the forwarding agent, carrier or shipper, at the latest when the goods leave the supplying plant or “AR’s” or another party’s warehouse. Goods notified as ready for dispatch must be called off immediately. If this is not done, we are entitled to store them at our own discretion at the expense and risk of the customer and to invoice them as delivered ex works.

5.2 Engineering or consulting services shall be deemed formally accepted and fulfilled if they are not objected to within 14 days of submission of the work results.

§6 Warranty and notice of defects

6.1 The customer's warranty rights presuppose duly compliance with the obligations to inspect the goods and give notice of defects in accordance with §377 HGB (German Commercial Code).

6.2 The warranty for prototypes is limited to the legally prescribed minimum standards. The customer is obliged to test them immediately and the warranty shall lapse upon acceptance.

6.3 The warranty obligation of “AR” is 12 months from the date of delivery. For replaced or repaired parts, the warranty period is 6 months from delivery of the products, but at least until the original warranty period. The warranty shall lapse if the customer or someone acting on behalf of the customer carries out modifications or repairs without the consent of “AR”.

6.4 If a defect occurs despite due care, the sole burden of proof lies with the customer. “AR” reserves the right to repair or replace the product in the event of a defective product. The customer is only entitled to a replacement as good as new after two unsuccessful attempts to rectify the defect.

- 6.5 If the subsequent performance does not lead to a defect-free product, the customer may, at his discretion and in accordance with the applicable statutory requirements, demand a reduction of the remuneration or rescission of the contract (withdrawal). In the event of a minor breach of contract, in particular in the case of minor defects, the customer shall not be entitled to withdraw from the contract.
- 6.6 The costs arising from a justified warranty claim for the rectification of a defective product shall be borne by "AR". Possible consequential costs that are not directly related to the defective product (e.g. but not limited to costs for delays caused by defective products or costs for the assembly and disassembly of a larger product of which the defective product is a part) shall not be borne by "AR".
- 6.7 The warranty of "AR" is excluded in the following cases:
- a) Failure to observe the installation instructions or the user manual
 - b) Improper use or storage by the customer
 - c) Usual signs of use, wear and fatigue
 - d) Maintenance work not carried out
 - e) Violation of seal marks or even complete dismantling of products
- All points from a) to e) also apply if an acting third party carries out this work.
- 6.8 For purchased components such as but not limited to gears, motors, sensors, mechanical parts, etc. "AR" limits the warranty to the assignment of the warranty that "AR" has against the supplier.
- 6.9 For engineering and consulting projects, the notification of defects must be made immediately. Otherwise 5.2 shall apply.
- 6.10 The warranty can only be claimed by the customer and not by parties the products or services might have been resold to by the customer.

§7 Retention of title

- 7.1 The delivered goods or services shall remain "AR's" property until final payment has been made. The ownership shall not be partially extinguished by the fact that payment is made which corresponds to the purchase price for one or more items. Instead, it shall remain in force until full satisfaction of the entire claim to each individual item or service sold. The customer undertakes not to dispose of the goods by selling, pledging, leasing or in any other way until the purchase price has been paid in full. In the event of a breach of contract by the customer, in particular default of payment, "AR" shall be entitled to demand the return of the goods and services supplied.
- 7.2 If the customer resells "AR's" reserved goods in violation of the contract, and claims against a third party arise as a result, the customer hereby assigns these to "AR" in advance to the extent of the respective invoice value (including VAT). Notwithstanding this assignment, the customer shall remain entitled to collect the claim. Processing and transformation of our goods by the customer shall take place exclusively for "AR". In the event of processing with other goods not belonging to "AR", "AR" shall be entitled to co-ownership of the new item in the ratio of the invoice value of our reserved goods to the purchase price of the other processed goods (at the time of processing).

§8 Liability

- 8.1 The customer is responsible for checking the suitability of the products for the intended application. “AR” is neither responsible nor liable for direct or consequential damages resulting from improper products.
- 8.2 “AR” shall only be liable for damage that it has culpably and demonstrably caused or in the event of grossly negligent or slightly negligent breach of a contractual obligation that is essential for achieving the purpose of the contract, only up to 25% of the individual, project-related order value of the respective order, but not exceeding the maximum sum insured under “AR's” business and product liability insurance.
- 8.3 If either “AR” or the customer terminate the contract, “AR” shall not be liable for the costs incurred by the customer in attempting to replace the products originally supplied by “AR” with other manufacturers.
- 8.4 In case of an engineering or consulting project, the customer must assert a complaint at the latest upon acceptance according to 6.9. “AR” accepts no liability whatsoever for consequential costs arising from faulty design or conception.
- 8.5 If “AR” only acts as a contract manufacturer producing, assembling, and integrating designs owned by the customer, AR assumes no liability for consequential costs arising from design flaws or shortcomings.
- 8.6 “AR” shall not be liable if a product/service or other material supplied/developed by or with the name of “AR” unintentionally and not grossly negligently infringes the copyright, trade secrets or proprietary rights of a third party. This includes claims that products or services infringe intellectual property rights.
- 8.7 The customer is obliged to train its employees in the correct handling of hazardous substances contained in our products, e.g. “Magnets for people with pacemakers”. Even without explicit notification by “AR” in each shipment, no liability for damages will be assumed.
- 8.8 We are not liable for impossibility of delivery or service due to a “force majeure” event mentioned under 4.2.
- 8.9 “AR” is only liable for products and services that have been brought to market by “AR”. “AR” shall not be liable for licensed products that are brought into circulation by a customer under licenses according to 9.2.

§9 Intellectual property

- 9.1 “AR” reserves the right to publish photographs and 3D CAD drawings of the projects/products for marketing purposes in public.
- 9.2 “AR” is the exclusive owner of all intellectual property resulting from a development project. “AR” hereby grants to the customer and its affiliates an irrevocable, worldwide, non-exclusive, non-assignable, royalty-free, non-sublicensable and non-transferable license. The customer or an affiliate of the customer may not assert any claims to the project specific intellectual property against third parties.

§10 Miscellaneous

10.1 The place of fulfillment is 82237 Wörthsee, Germany.

10.2 The place of jurisdiction for all legal matters arising from these GTCs is Munich, Germany.

10.3 “AR” maintains commercial relationships with component suppliers. “AR” can act both as a trading partner and as an intermediary. These relationships may result in commission payments from the component suppliers to “AR”.

10.4 All amendments and additions to these GTCs must be made in writing.

10.5 Should single provisions of these GTC be or become invalid, this shall not affect the validity of the remaining provisions. Instead of the invalid provision, a valid provision shall be deemed to have been agreed which comes closest to the economic purpose of the invalid provision.