

## TERMS AND CONDITIONS OF SALE - 2021

### 1. Applicable Contract Provisions

In these terms "**Seller**" means the seller of the Goods as defined herein; "**Buyer**" means the entity purchasing the Goods, including any successors thereof; "**Goods**" means the goods, products and materials manufactured, imported, supplied and/or delivered for or by Seller to Buyer, as such were approved by Seller in reply to Buyer's order and accordingly listed in the Approval of Order; "**Approval of Order**", in respect of any Buyer's order, means the instrument issued by Seller, bearing the same reference number of such order and specifying, among any other terms, the items of Goods, including their respective price and quantity, which shall be supplied to Buyer upon such order; "**Contract**" means the contract for the supply of Goods which have been ordered by Buyer and specified in Seller's Approval of Order, which contract is concluded based on these Terms and Conditions of Sale unless otherwise specified in the Approval of Order.

These terms and conditions, together with any other documents which Seller attached or referenced hereto as part of the Contract, take precedence over Buyer's supplemental or conflicting terms and conditions to which notice of objection is hereby given. Neither Seller's commencement of performance or delivery shall be deemed or construed as acceptance of Buyer's supplemental or conflicting terms and conditions. Seller's failure to object to conflicting or additional terms will not change or add to the terms of this agreement. Buyer's acceptance of the Products from Seller shall be deemed to constitute acceptance of the terms and conditions contained herein.

### 2. Products

The products subject hereto are those described on Seller's invoice or Buyer's Approval of Order (the "Product" or "Products"). All technical info is provided in the Product Schedule, available on the Seller's website [www.qbrobotics.com](http://www.qbrobotics.com).

The Seller grants the conformity of the product. A slight - non essential approximation of the technical characteristics of the Product as represented in Seller's catalogues, price lists, advertisements or any other publications shall not be considered as lack of conformity.

### 3. Price

The prices of the Products are those specified in the approval of order and shall be deemed EXW *Incoterms*® 2010 rules. All clerical errors, whether in mathematical computation or otherwise, in Seller's quotations, acknowledgements and invoices shall be subjected to correction as soon as the error is noted.

Duties, taxes, fees, levies and other compulsory payments applicable to the sale of Goods any time, as well as freight, express, insurance and delivery charges, shall all be borne and paid in full by Buyer, unless otherwise expressly stipulated.

### 4. Payment

Payment for Goods shall be due according to the Approval of order.

## **5. Shipment, Risk of Loss, Delivery, Inspection**

Seller will package the Products for shipment in accordance with standard commercial practises. All shipment shall be delivered by Seller to the Buyer's designated point of delivery. The carrier shall be deemed to be Buyer's agent, and Buyer shall make all claims with respect to damage in transit against the responsible carrier. The Buyer shall designate a carrier for the shipment.

### **5.1 Incoterms**

Shipment and all other related aspects shall be deemed EXW *Incoterms*® 2010 rules.

### **5.2. Title and Risk of Lost**

Title to and all risk of loss concerning the Products shall pass to Buyer from the moment the Seller makes the Product available at its storage. Buyer's rejection of any Product shall not shift such risk until the Products are returned to the Seller, at Buyer's expenses, pursuant to Seller's written authorization.

### **5.3 Delivery**

Any dates quoted for delivery of the Products are approximate and Seller's failure to meet the same shall not be deemed a breach of the Contract.

### **5.4 Force Majeure**

With prompt written notice to the other Party, the obligations of a Party shall be excused during such time as and to the extent that performance is prevented by any Force Majeure, until such Force Majeure is lifted by notice of the claiming party, or the right to Force Majeure terminates per the terms of this Agreement.

Seller shall not be liable to Buyer for any delay or failure of delivery or any other performance caused by force majeure. Force majeure means any of the following events: an act of God (such as a fire, explosion, earthquake, drought, tidal wave and flood), war, hostilities, act of foreign enemies, embargo, revolution, insurrection, military or usurped power or civil war, contamination by radioactivity or from any nuclear waste, assembly, riot, strike, lock out, stoppage and delay by Customs, and acts or threats of terrorism.

In any case, Seller is not liable for a failure to perform any of its obligations if it proves that the failure was due to an impediment beyond his control and that he could not reasonably be expected to have taken the impediment into account at the time of the conclusion of the contract or to have avoided or overcome it, or its consequences.

### **5.5 Acceptance**

The Buyer shall notice immediately, and in any case not later than 10 days from the delivering, and in written the Seller in case of any defect and/or damage of the Products

provided. The lack of any notification in the above mentioned term shall be deemed acceptance of the Products by the Buyer.

#### 5.6 Cancellation or Modification of Order

This Contract cannot be cancelled or modified after Buyer's acceptance or after the Products become Seller's work-in-process, whichever occurs first, except at Buyer's expenses for all damages incurred by Seller due to such cancellation or modification.

### 6. Defects after Delivery and Warranty Period

Seller warrants that Products conform with Seller's specifications and are free of defects in materials and workmanship. Seller will guarantee the conformity of Products within the period of one (1) year from their delivery (the "Warranty Period"). Buyer shall notify the defects to Seller within eight (8) days after the knowledge. The above mentioned warranty will cover only the defects which appear in the Products used under proper use, care and maintenance in accordance with the instructions provided with the Product. Buyer, upon written consent by the Seller, shall return at his own expenses the defective Product to Seller. Seller shall repair or replace the defective Product and the repaired or replaced item shall be delivered by Seller to Buyer at Seller's cost. Insurance, taxes and levies shall be borne by Buyer. Products replaced in accordance with this clause shall be subjected to the foregoing warranty for the unexpired portion of the Warranty Period or for thirty (30) days from the date of their return to Buyer, whichever expires the later.

Unless otherwise restricted by mandatory applicable law, the warranty set forth herein is expressly in lieu of all other warranties, whether expressed or implied, including, without limitation, any and all warranties of merchantability, quality and fitness for use and for purpose, any advice and recommendation and any obligations or liabilities which may be imputed to Seller, any and all of which are hereby expressly disclaimed, denied and excluded. Buyer expressly agrees that no warranty that is not specifically stated in this agreement will be claimed or otherwise adhered to by buyer and/or by anyone acting on buyer's behalf and/or by anyone deriving the legality of its claim from buyer, nor that will any such warranty be valid. Seller neither assumes nor authorizes any other person to assume for it, any other liability in connection with the sale, use or handling of any and all goods specified or contemplated by this contract. No warranty is made with respect to any of these goods which have been subject to accident, negligence, alteration, improper care, improper storage, improper maintenance, abuse or misuse.

### 7. Limitation of Liability

Seller shall have no liability for indirect, incidental, consequential or special damages of any kind. These limitations are agreed allocations of risk. Under no circumstances shall Seller's liability with regard to the sale or use of the Products exceed the purchase price paid by Buyer for the Products. In particular, Seller shall have no liability in the integration of the Product provided by third party.

### 8. Intellectual Property rights. Non-disclosure and confidentiality

All the information about the Device fall under the Intellectual Property Rights regulation. Under this Agreement the Seller is the Owner of the intellectual Property Rights. Any information known by the Buyer, included the ones received by the Assistance, are treated as strictly confidential and cannot be disclosed to third parties without previous written consent of the Owner.

## 9. Compliance

Each Party will comply with all applicable laws and regulations and Buyer will comply with the export and import laws and regulations on shipment of the Products of any Countries involved in the transactions contemplated by the Agreement.

## 10. General Provisions

### 10.1 Applicable Law and Dispute Resolution

This Agreement and any obligation connected with are governed by Italian law. Unless otherwise restricted by mandatory applicable law any dispute related or connected to the Agreement or arising from it will fall exclusively under Italian jurisdiction, Court of Pisa.

### 10.2 Severability

If any term or provision of this Agreement shall be found invalid, illegal or otherwise unenforceable, such finding shall not affect the other terms or provisions.

### 10.3 Modification and Waiver

No addition to or modification of this Agreement shall be binding upon Seller, and Seller shall not be deemed to have waived any provision of this Agreement, except pursuant to a written document signed by a duly authorized officer of Seller.

## 11. Declaration

The Parties agree that they have acknowledged each and every document stated in this Contract and that they have read and taken into due consideration every single detail of such documentation.

Moreover, pursuant to articles 1341 and 1342 of Italian Civil Code the Parties state that they have specifically approved the conditions of the Contract in question mentioned in articles: 1, 2, 4, 5, 6, 7, 8, 10.