

FANUC POLSKA Sp. z o.o.
GENERAL TERMS AND CONDITIONS OF SALE

Therefore, the Buyer's General Terms and Conditions of Purchase shall be excluded.

These General Terms and Conditions of Sale include general rules of cooperation and entering into contracts with FANUC Polska Sp. z o.o. with its registered office at the following address: ul. Tadeusza Wendy 2, 52-407 Wrocław, Poland (hereinafter referred to as "FANUC Polska"). These General Terms and Conditions of Sale have been published at the Internet site of FANUC Polska: www.fanuc.pl.

These General Terms and Conditions of Sale are integral part of each offer for all products and services of FANUC Polska (CNC FANUC control systems, FANUC industrial robots, Roboshot FANUC injection machines, Robodrill FANUC machine tools, Robocut FANUC machine tools, spare parts and consumables for the FANUC Polska products, including service and trainings provided by FANUC Polska), unless the parties decide otherwise. These General Terms and Conditions of Sale are supplemented by the General Terms and Conditions of the FANUC Polska's Warranty published at the Internet site of FANUC Polska: www.fanuc.pl.

All contracts for sale of products and services entered into by FANUC Polska are subject to these General Terms and Conditions of Sale and cannot be entered into under any other terms and conditions without express written consent of FANUC Polska sent by e-mail or by fax.

1. Validity of the Offer

Any offer placed by FANUC Polska shall be valid, with regard to price, for 30 days since it has been served on the other party unless the offer has been withdrawn before the expiry of that period or unless the parties have agreed otherwise.

2. Acceptance of the Offer and entering into a Contract for Sale/Delivery of Products or Spare Parts

- 2.1 Contracts between FANUC Polska and the Buyer shall in each case be concluded exclusively as the consequence of the FANUC Polska's confirmation of the order placed by the Buyer. Confirmation of unconditional acceptance of the FANUC Polska's individual offer sent by the Buyer to FANUC Poland shall also be treated as placing the order.
- 2.2 The contract between FANUC Polska and the Buyer is entered into as the consequence of the Buyer's confirmation of the acceptance of the FANUC Polska's individual offer, where the confirmation shall be in the form of a written statement sent to the address of the registered office of FANUC Polska or an e-mail message sent by e-mail to the e-mail address of FANUC Polska or a fax sent to the fax number of FANUC Polska, subject to Article 2.1.
- 2.3 The Buyer's acceptance of the FANUC Polska's offer shall always be unconditional, and any conditions or reservations or changes accompanying the acceptance of the offer shall be null and void. Any Buyer's change of the offer must be communicated in advance to FANUC Polska, and such communication must be sent in writing to the address of the registered office of FANUC Polska, in the form of an e-mail message sent by e-mail to the e-mail address of FANUC Polska or a fax sent to the fax number of FANUC Polska, and any such change must be accepted by FANUC Polska by an e-mail message sent by electronic mail to the Buyer's address or by fax.
- 2.4 By confirming the acceptance of the FANUC Polska's offer, the Buyer represents that he has taken cognizance and fully accepted these General Terms and Conditions of Sale.

3. Entering into contracts by electronic means

Contracts between FANUC Polska and the Buyer can be entered into by electronic means.

4. Entering into service contracts

- 4.1. Service works include defects of equipment and its parts, which are not covered by the warranty under the General Terms and Conditions of Warranty or for which the warranty under the General Terms and Conditions of Warranty has expired.
- 4.2. In order to use the FANUC Polska's service the Buyer must report the defect by electronic mail to the e-mail address of FANUC Polska or by fax to the fax number of FANUC Polska available at the Internet site: www.fanuc.pl.
- 4.3. When reporting the defect, the requesting party must provide the information regarding the product and the defect symptoms. Report shall be deemed to be submitted at the time when it is confirmed by FANUC Polska electronically by sending an e-mail message or by fax. After the report is submitted, a FANUC Polska's employee may provide the Buyer with relevant information by telephone, electronically by sending an e-mail message or by fax.
- 4.4. Based on the information provided by the Buyer, FANUC Polska shall initially diagnose the defect of the FANUC Polska's product and send to the Buyer, in writing or by e-mail or by fax, the information regarding estimated costs of service. Such information is merely indicative and shall not be binding. The final VAT invoice shall be issued for the actual duration of works and for the spare parts actually used.

At the customer's request, FANUC Polska may also initially diagnose the defect at the FANUC Polska's registered office or in the place where the product is located with the Buyer, and the provide the cost estimate in writing or by e-mail or by fax. Such information is merely indicative and shall not be binding. Should the Buyer not accept the service costs, FANUC Polska is not obliged to take any further actions. In the above case, the person reporting the defect shall pay the cost of travel, return dispatch of the product and service works performed in order to diagnose the problem by FANUC Polska, based on the VAT invoice issued by FANUC Polska, to the bank account specified on the invoice.

- 4.5. FANUC Polska shall start to repair the defect after the estimated cost of service is accepted by the Buyer. By confirming the acceptance of the FANUC Polska's offer, the Buyer represents that he has taken cognizance and fully accepted these General Terms and Conditions of Sale. Therefore, the Buyer's General Terms and Conditions of Purchase shall be excluded.
- 4.6. If during the repair works it turns out that they cannot be performed within the cost limit referred to in Article 4.4 above due to the fact that additional spare parts must be purchased or other necessary additional works must be performed – in particular where it is necessary to use services of another entity (manufacturer of the equipment or a subcontractor) – then FANUC Polska shall request the Buyer to agree to perform additional actions, including to perform additional repair works and to order necessary spare parts. Should the Buyer not agree for additional cost of repair works and spare parts as advised by FANUC Polska and as necessary to effectively perform the repair, then the Buyer shall pay the previously accepted cost of service, based on the VAT invoice issued by FANUC Polska, to the bank account specified on the invoice.
- 4.7. Lack of any note in the service report as to defective or improperly performed service shall mean that the service has been unconditionally accepted and that the debt has been accepted and shall be the basis for charging the Buyer with the service costs.

4.8. FANUC Polska provides a warranty for the assembly of spare parts and consumables within the scope and under the terms and conditions of the General Terms and Conditions of Warranty published at the FANUC Polska's Internet site: www.fanuc.pl.

5. Term of Contract Implementation

5.1. Term of delivery or of performance of a service depends on whether FANUC Polska has been provided, as soon as possible after the contract was entered into, with all information and specifications necessary to implement the contract. The timely delivery depends on whether FANUC Polska has been provided with all necessary documents (to be provided obligatorily by the Buyer), permits and exemptions and on whether all clarifications were provided in a timely manner and on whether plans were approved and all payment conditions and other Buyer's obligations have been fulfilled. In the event of unpaid payments on time or exceeding of the credit limit, FANUC Polska may refrain from the execution of the order placed by the Buyer until the Buyer will pay for the payments which are due.

5.2. Should the above conditions not be fulfilled, the term of delivery shall be correspondingly prolonged. In case of delay in delivery or in performance of a service by fault of the Buyer, such delivery or service shall be deemed to be carried out on time provided that notification of the product preparedness for dispatch/collection has been sent on the agreed time. The Buyer shall be liable to FANUC Polska for any damages that FANUC Polska may suffer from late delivery or performance of a service.

5.3. Unless otherwise specified in a written form or in an e-mail sent by electronic mail by FANUC Polska, terms of deliveries or of performance of services are merely indicative and shall not be binding. FANUC Polska shall not be liable for any delays in performance of a service or in production or in despatch of ordered products.

5.4. Should the term of delivery or of performance of a service not be met due to a Force Majeure event, e.g. martial law, mobilisation, war, riots, strike, sit-down strike or any other unforeseeable circumstances, then the term of delivery or of performance of a service shall be correspondingly prolonged until the time such obstacle ceases to exist, with no compensation for the other party.

5.5. However, each party shall be entitled to fully or partially withdraw from the contract provided that the Force Majeure event lasts longer than 30 days.

5.6. The product ordered shall be delivered as a single delivery unless FANUC Polska specifies otherwise, using standard packages used by FANUC Polska. At the Buyer's request submitted in writing or by e-mail, the delivery may be carried out in parts or other packages may be used for this purpose instead of the standard packages used by FANUC Polska. In such case FANUC Polska shall be entitled to request additional fees from the Buyer.

5.7. After the contract has been entered into, making any changes regarding ordered items, quantities, configurations, packaging and delivery methods specified in the offer acceptance confirmation is admissible only with an express consent of FANUC Polska given in writing, by e-mail or by fax. Consequence of acceptance of such change by FANUC Polska may be late delivery or performance of a service. Upon acceptance of the above change, FANUC Polska shall inform the Buyer of a new term of the contract implementation, if any, or of any related additional fees that the Buyer will have to pay.

5.8. Should the Buyer not physically collect the purchased products within 30 days from the date specified in the offer acceptance confirmation as the anticipated date for contract implementation or from the date when the Buyer was notified of the FANUC Polska's preparedness to hand over the products, then FANUC Polska shall be entitled to send products to the Buyer at the Buyer's expense or to store products at the FANUC Polska premises or at any other place selected autonomously by FANUC Polska at the Buyer's risk and to issue a VAT invoice to the Buyer for storage for the amount of 0.7% of the agreed price of products for each commenced day of storage of products. The Buyer shall be obliged to redress damage in full if the actual value of the damage suffered by FANUC Polska is higher than the above contractual penalty.

6. Passing of Risk

Unless the FANUC Polska's offer acceptance confirmation provides otherwise, any products shall be delivered ex works (loco factory) Echternach, Luxembourg, under INCOTERMS 2010.

7. Ownership of the product sold until payment of the full price

7.1. Despite the risk related to damage or destruction of a product sold passes at the time the product is handed over to the Buyer, the product shall remain the property of FANUC Polska until the whole agreed price for the product is paid by the Buyer.

7.2. Payments received by FANUC Polska from the Buyer shall be counted first towards the oldest debts of the Buyer, regardless of whether the Buyer specifies towards which debt (under a given FANUC Polska's VAT invoice) a given payment should be counted.

7.3. Until the product ownership passes to the Buyer, any incomes from the Buyer's sale of products shall be transferred to FANUC Polska. Until that time the products shall not be pledged and shall not be used as a security.

7.4. FANUC Polska reserves the right to initiate legal proceedings in order to recover any amounts due for the products, even if the ownership of the product has not passed to the Buyer.

8. Liability under the Warranty

8.1. Subject to the provisions below, FANUC Polska guarantees to the Buyer that the FANUC Polska's products and services are free from defects. Detailed deadlines and terms and conditions of the warranty for products and services of FANUC Polska have been described in the FANUC Polska's General Terms and Conditions of Warranty which have been published at the Internet site of FANUC Polska: www.fanuc.pl.

8.2. FANUC Polska shall provide a warranty for products that were not produced by FANUC Polska only to such extent as the manufacturer's warranty entitles FANUC Polska to transfer such manufacturer's warranty to the Buyer. FANUC Polska shall transfer to the Buyer all such manufacturer's warranties together with the product, provided that such warranties are available to FANUC Polska. The only warranty claims that the Buyer has for defects of products shall be those offered and guaranteed in the manufacturer's warranty.

8.3. FANUC Polska shall not be liable to the Buyer contractually or in tort or for negligence or otherwise for defects of products that were not produced by FANUC Polska. Extra-European trade in products that were not produced by FANUC shall be carried out by the Buyer exclusively for the Buyer's address registered in Europe.

- 8.4. The Buyer shall give FANUC Polska relevant time and opportunity to remove defects under the product warranty. Removal of defects by FANUC Polska may be, at the option of FANUC Polska, by repair or by replacement of a defective product with a product free of defects.
- 8.5. The above FANUC Polska's warranty duty to repair or to replace a defective product with a product free of defects shall not apply to products:
- that have been worn in the course of normal use, or
 - the standard lifetime (specified by FANUC Polska in the General Terms and Conditions of Warranty) of which is shorter than given in the General Terms and Conditions of Warranty of FANUC Polska, or
 - which were not properly stored, installed, used, maintained or repaired or which were modified in a manner different than in accordance with the FANUC Polska's instructions or permissions, or
 - which were not serviced in due intervals by an authorised repair centre of FANUC Polska, in accordance with the guidelines of FANUC Polska,
 - which were in any other manner improperly used or exposed to harmful factors or which suffered an accident.
- 8.6 FANUC Polska shall not be liable under the warranty for defects caused by unprofessional modifications or repairs made by the Buyer or by his representative.
- 8.7 In mutual trade relations FANUC Polska and the Buyer exclude the application of the Polish Civil Code provisions regarding Civil-Law Warranty for Defects of Item Sold.

9. Price and Payment Conditions

- 9.1 Payment conditions shall be specified by FANUC Polska in the offer. Should the payment conditions not be specified, then payment must be made within 30 days from when the invoice was issued to the bank account of FANUC Polska.
- 9.2 All prices are given net without any local VAT tax or other local taxes, unless otherwise expressly provided.
- 9.3 FANUC Polska shall have the right to charge the Buyer, at the FANUC Polska's option, with statutory or maximum interest in case of late payment of any amount due from the Buyer for goods that were not paid on time, without prejudice to any other rights and legal remedies that may be used in case of lack of payment.
- 9.4 The Buyer may apply with FANUC Polska for a credit line. In such case, the Buyer shall provide FANUC Polska with all financial information that are necessary, according to FANUC Polska, to calculate and grant such credit line.
- 9.5 Prices of products and services of FANUC Polska are determined based on a cost estimate or an actual list of prices of products and services of FANUC Polska. Should FANUC Polska agree to issue an invoice for its products or services in a currency different than the one specified, then prices shall be converted using the exchange rate selected by FANUC Polska. However, FANUC Polska reserves the right to correct the price or to issue a corrective invoice should the exchange rate for spot transactions change by more than 5% as compared to the exchange rate valid at the date when the price was given.
- 9.6 The Buyer is obliged to settle payments in the currency indicated on the VAT invoice. Payments in a currency other than those indicated on the VAT invoice must be confirmed by FANUC Polska in writing or by e-mail. Furthermore, the Buyer is obliged to select the appropriate bank account of FANUC Polska:
- bank account in PLN - for invoices issued in Polish

currency(PLN)

- bank account in EUR - for invoices issued in EUR.

In the case of an order for payment by the Buyer to the bank account of FANUC Polska not in the currency in which the VAT invoice was issued, the Buyer is obliged to pay the amount representing the exchange rate or exchange cost resulting from the Transaction so that FANUC Polska receives the full payment according to the gross VAT invoice. FANUC Polska will confirm the Buyer what amount has been paid into the bank account of FANUC Polska and on this basis the buyer will pay the difference.

10. Order Withdrawal Fee

- 10.1 Should the Buyer withdraw the order in full or in part, for any reason whatsoever, the Buyer shall pay a return fee in the amount of 50% of the value of the order withdrawn.
- 10.2 FANUC Polska is entitled to consider the order withdrawn should the Buyer not collect the ordered goods within six months from when they were made available for collection. In such case, FANUC Polska is also entitled to charge a contractual penalty of 50% of the value of the order withdrawn.
- 10.3 With the consent of FANUC Polska, the Buyer may decide not to buy spare parts or to buy them only in part. Returned parts must be originally packaged and must not bear traces of being unpacked. Should the Buyer decide not to buy spare parts or to buy them only in part, the Buyer shall be obliged to pay a contractual penalty of 15% of the value of the order withdrawn.

11. Copyrights and Industrial Property Rights

FANUC Polska guarantees that all products and their parts supplied under these terms and conditions are free from any third party legal claims for infringement of copyrights or industrial property rights in the country where the registered office of the Buyer is located. If the Buyer immediately notifies FANUC Polska of receiving a claim for infringement of copyrights or industrial property rights by such products and provides any necessary assistance and information and grants FANUC Polska the exclusive right to satisfy and to defend against such claims, then FANUC Polska shall, at its own option and expense, resolve such dispute or proceedings amicably or shall decide to challenge such claims in such dispute or proceedings and shall pay all and any damages and costs ordered by the court to be paid by the Buyer in such proceedings. In case of any above claims, FANUC Polska shall be entitled, at its own option:

- to obtain from the Buyer the right to further use the product,
- to modify or to replace the products so as to prevent them from infringing the above rights,
- to collect the products and to return the purchase price reduced by reasonable depreciation.

The above provisions entirely cover the FANUC Polska's liability for infringement of copyrights and industrial property rights.

12. Performance

- 12.1 The performance parameters specified and listed in the FANUC Polska's offers or in the technical documentation published by FANUC Polska do not take into account the actual conditions in which the Buyer will use the goods and accessories supplied and the works performed by FANUC Polska. All data regarding the declared performance of the FANUC Polska products are merely indicative.
- 12.2 If FANUC Polska or a representative of FANUC Polska provides the Buyer with advice or assistance with regard to any product supplied under these General Terms and Conditions of Sale or

with regard to any system or equipment in which such product may be installed, and which advice or assistance is not required under this contract, then granting such advice or assistance shall not result in any liability on the FANUC Polska's side unless the Buyer shows that the damage on his side was caused by erroneous advice or assistance granted, by wilful misconduct, by FANUC Polska or by its representative.

12.3 FANUC Polska shall not be liable to the Buyer for non-achievement of the performance parameters of products, accessories or works specified above, unless FANUC Polska entered into, prior to delivery, a written contract with the Buyer, based on which contract such performance parameters have been guaranteed subject to the General Terms and Conditions of Sale specified in such contract.

13. Software

Any software delivered by FANUC Polska to the Buyer shall remain the property of FANUC, and the Buyer or an end user may use the software using specific equipment supplied by FANUC Polska. The software shall not be copied or made available without prior written authorisation from FANUC Polska.

14. Documentation

The original documentation regarding the subject-matter of the delivery is delivered, if required, in English. Translated versions may be made available at the sole discretion of FANUC Polska. Should there be any discrepancies between the documentation in English and its translated version, the English version shall prevail.

15. Export-Related Provisions

Sale and disposal of products and software supplied by FANUC Polska shall in any case be subject to the export control laws of Japan, the United States of America, the European Union and its member states, as amended. The Buyer shall not resell such products or software to a country of final destination other than the country specified in the invoice of FANUC Polska. The Buyer shall not export such products or services or any part of them, including any technical data or the final product, contrary to the applicable laws of Japan, the United States of America, the European Union and its member states.

FANUC Polska prohibits to use its products for the purposes of development, production, use or storage of weapons of mass destruction, including *inter alia* nuclear weapon, biological weapon, chemical weapon and projectiles.

In case of certain specific product or documentation types, FANUC Polska may request that the Buyer sign additional documents regarding confidentiality and usage of the above products or documentation required by the export laws Japan, the United States of America, the European Union and its member states.

16. Limitation of Liability

16.1 FANUC Polska shall be liable to the Buyer for any direct damages to the Buyer's property caused by gross negligence of FANUC Polska, with the reservation that the total liability of FANUC Polska for any event or for any series of events triggered by the same source event shall not exceed the price for the product manufactured and sold by FANUC Polska.

16.2 The FANUC Polska's liability to the Buyer resulting from or related to any FANUC Polska's breach of any contract for delivery of products or services shall not exceed the amount equal to the price of such products or services.

16.3 Should any products delivered to the Buyer by FANUC Polska be sold or come into the possession or under the control of a third party, then the Buyer shall indemnify and hold harmless

FANUC Polska against any claims reported by such third parties in connection with such products.

16.4 Except for gross negligence, FANUC Polska shall not be liable to the Buyer for any loss of transaction or profit or for any lost benefits, extraordinary or indirect losses or for any losses or damages whatsoever suffered by the Buyer as the result of the FANUC Polska's breach of any contract for delivery of products, except for situations expressly specified in these General Terms and Conditions of Sale.

16.5 Provisions contained in this Article shall survive the termination of any contract for delivery of products or for performance of services.

17. Final Provisions

17.1 These General Terms and Conditions of Sale, including any order or confirmation, shall constitute the entirety of the agreement and understanding between FANUC Polska and the Buyer with regard to any contract for delivery of products or performance of services and shall replace any previous understandings and representations in the above regard.

17.2 To be valid, any waiver of or amendment to any contract for delivery of products or for performance of services requires a relevant statement from duly authorised representatives of both parties. The above statement may be submitted in a written form or sent by e-mail or by fax. Neither the conduct of the parties nor any trade practices shall change the provisions of any contract for delivery of products or for performance of services.

17.3 The Buyer's rights and duties under any contract for delivery of products or for performance of services shall not be transferred to third parties without a prior written consent from FANUC Polska.

17.4 Should the Buyer enter into any composition or amicable agreement with a creditor or should any legal proceedings be initiated or should any person(s) be appointed to manage the Buyer's business, then FANUC Polska shall have the right to terminate, at any time, any contract for delivery of products or for performance of services with immediate effect.

17.5 Neither the Buyer nor FANUC Polska shall be liable for non-execution of all or part of their duties resulting from any contract for delivery of products or for performance of services, neither they shall bear any liability towards the other party for the above, if such non-execution is caused by a Force Majeure event, including in particular any collective labour disputes or other reasons being reasonably unforeseeable or beyond reasonable control of the Buyer or FANUC Polska.

17.6 Any contracts for delivery of products shall be interpreted and shall be binding in accordance with the laws of Poland. Courts in Wrocław, Poland, shall have the exclusive jurisdiction in case of any disputes resulting from these General Terms and Conditions of Sale.

17.7 The Buyer shall be responsible for due disposal of any materials used for packaging, protection and transport of any products delivered to the Buyer by FANUC Polska.

18. Validity of the Contract

Should any of the provisions of these General Terms and Conditions of Sale become invalid, this shall not affect the validity of the remaining part of these General Terms and Conditions of Sale.