

SICK Optic-Electronic, S.A. – General Sales Terms and Conditions (valid from 01.10.2019)

1. The present sales terms and conditions (hereinafter, 'GSTC') apply to all orders, all sales and all the supplies from SICK Optic-Electronic, S.A. (hereinafter, SICK), and shall prevail over the customer's terms and conditions (hereinafter, the 'Customer'), except when agreed otherwise. The GSTC shall also equally be applicable to any sale, order and supply made in the future to the same Customer, even though they have not been undersigned again. Unless stated otherwise, the GSTC shall be applied in the version that is valid on the date the sale, order or supply is made to the Customer or, in any case, the most recent version communicated to the Customer.

The Customer has had the opportunity to study these GSTC and acknowledges the obligations they assume as a result. The Customer states that they have been duly informed as regards signing these GSTC.

2. The offers made by SICK are not binding, unless when expressly established in the text of the offer. All orders shall be considered accepted when SICK confirms that it has accepted the order.

All drawings, samples, catalogues and any other documentation provided to the Customer prior to the execution of the contract belong to SICK and shall immediately be returned in the event they are requested. The Customer is not authorised to give the documentation to third parties nor reveal its content.

3. Once the offer has been sent and/or the order has been confirmed, SICK reserves the right to make technical modifications whenever necessary or they are due to technical progress, safety-related matters or manufacturing processes. The Customer shall not be entitled to compensation, a reduction of the price nor shall it have the right to terminate the contract.

Any deviations that could exist in the specifications of the delivered end products, compared to those that figure in the offers and order confirmations, in catalogues or in correspondence with the Customer shall not give the Customer the right to claim for damages, a reduction of the price nor shall it be entitled to terminate the contract.

4. The prices that appear in the offers and order confirmations from SICK are understood to be in EUROS and do not include value added tax nor other taxes, packaging, transport nor goods in transit insurance, nor costs of installation, assembly or start-up, where relevant.

All the prices indicated in offers made by SICK shall only be valid for the respective individual orders for a period of ONE month, as of the offer issue date. The prices specified in the order confirmation will be valid for the agreed period or, failing that, for a maximum of ONE month as of the order confirmation date. Once said period has lapsed, SICK may increase its prices in accordance with the rise in price on the SICK price lists.

5. In the event the form of payment is not specified in the offer and order confirmation from SICK, the Customer shall pay the invoice prior to the delivery of the item referred to in the contract.

The Customer will only have the right to retain payments or be compensated with sums owed by SICK, insofar as said credits are undisputed or have been recognised by a final judicial judgment.

6. The delivery times indicated in the order confirmation are understood to be approximate, unless expressly agreed otherwise. The delivery times commence as of the order confirmation date.

Deliveries made after the specified time will not be considered delays, whether or not there is a justified reason attributable to SICK, such as failing to provide the Customer with the necessary information or documentation, force majeure, strikes or lockouts, accidents or other reasons that lead to a complete or partial work stoppage, a lack of materials, etc. In all these cases, the delay will not give the Customer the right to claim for damages, a reduction of the price nor shall it be entitled to terminate the contract.

7. Deliveries will always be made in commercial quantities; each delivery will be considered an operation that must be invoiced and paid for separately.

In contracts with successive deliveries, the Customer shall communicate the breakdown in a timely manner. If the deliveries are not collected or classified in time and the Customer is to blame, SICK may perform the breakdown and deliver the resulting goods.

8. In all cases, the installation, assembly and start-up shall be at the cost and expense of the Customer, unless agreed otherwise. In this case, the installation, assembly and start-up shall be performed under the following terms and conditions:

- The Customer shall assume the expense of all necessary civil works, as well as the supply of water, energy and any other materials and tools required for the installation, assembly and start-up.
- Said installation, assembly, and start-up shall be performed when the works have reached a stage that ensures they will not hinder the procedure.
- The Customer undertakes to provide the SICK assembly staff with the necessary means to enable them to perform their work. Said means include suitable facilities, lighting, etc. Furthermore, the Customer guarantees it shall comply with the applicable legal provisions regarding health and safety in the workplace. The Customer shall assume the liability for all risks and undertakes to contract the corresponding civil liability insurance at its own expense, as well as obtain all the necessary permits.

9. The Customer shall assume the expense of transport, insurance, customs and packaging. If the Customer fails to provide specific instructions, SICK shall choose the means of transport it deems convenient, without assuming the risks arising from the same.

Once the product has left the SICK facilities, the Customer shall assume all expenses, risks and liabilities, even if the goods are transported in vehicles owned by SICK.

Once the product has been delivered to the person in charge of delivery and upon departure from the SICK facilities at the latest, the Customer assumes all risk and liability arising from transport and it shall not be entitled to claim damages from SICK, nor a total or partial loss.

However, the Customer shall immediately notify SICK of any damage suffered during transport.

10. SICK ensures the Customer that for a period of ONE year as of delivery, there will be no anomalies as regards the materials and manufacture of the SICK product. This guarantee does not cover problems or damage caused by an accident, abusive use or misuse, or all unauthorised repairs, modifications or dismantling, unsuitable use or maintenance, or use that is not compatible with the product instructions/features. SICK shall not assume any liability for special, indirect, accidental or consequential damage, including loss of profit or revenue. SICK shall not assume any liability once the period of ONE year has lapsed, as of delivery.

11. The sale is understood to be made with retention of title in favour of SICK until payment has been made in full.

The Customer may not resell the products, nor encumber or pledge them, nor will they be made available to the Customer until they have been paid in full, unless expressly authorised by SICK.

In the event of seizure by a third party, the Customer shall immediately notify SICK and inform the execution creditor of the retention of title. The Customer shall assume all the expenses arising from said seizure and the damages caused to SICK.

In the event the product is returned to SICK by virtue of the retention of title, the Customer shall not be entitled to claim the expenses or a refund, and SICK may claim damages from the Customer.

Notwithstanding the retention of title, as soon as the product is delivered to the shipping company, all the risks deriving from the product shall be transferred to the Customer.

12. SICK shall only respond for the damages in the following cases:

- Whenever the damages have been intentionally caused by SICK.
- In the event of gross negligence by SICK.
- In the event SICK can be blamed for causing harm to persons/health/life.
- In the event SICK has maliciously hidden defects.

It is excluded from any other liability for damages. The provisions for liability included in sections 10 and 12 of the GSTC shall be applicable to the companies in the group, subcontractors, licensees and other SICK dealers.

13. The Customer undertakes to comply with all applicable export control and foreign trade regulations of the respective national laws and of the laws of the Federal Republic of Germany, the European Union, and the United States of America. All business transactions are made subject to the reservation that each business transaction, in terms of its content and the natural persons and entities directly or indirectly involved, must be permitted by all of the aforementioned regulations. The Customer shall, upon the request of SICK, provide immediately to SICK all documents deemed by SICK to be useful or necessary for obtaining export licenses from authorities or for the export control checks of SICK. This includes but is not limited to information about the end user, the final destination and the intended use. The Customer should refrain from making binding delivery promises in business transactions that are subject to licensing. Furthermore, the Customer undertakes to comply with the internal export control policy of SICK. In particular, the Customer agrees not to supply, offer for sale or sell for use in weapons and/or weapons systems any SICK goods (items, software and technology) or goods made available by SICK. If the Customer violates any of the obligations in this section and/or if a business transaction is prohibited in whole or in part, SICK may withdraw from the contract or may terminate the contract for good cause without observing the statutory period of notice. Where business transactions require official export licences, SICK may also defer performance until all required export licenses have been obtained. In all such cases SICK shall not be liable for any claims for damages arising out of delayed performance or non-performance. Claims of SICK arising out of violations of obligations by the Customer remain unaffected.

14. In the case of the unexpected events set forth in section 6 of the present GSTC and they substantially modify the financial purpose or content of the delivery or they have a substantial impact on the SICK operations, the contract shall consequently be adjusted or modified. If said adjustment or modification is not financially reasonable, SICK may terminate the contract without the Customer having the right to claim damages from SICK as the consequence of said cancellation.

SICK shall have the right to retain deliveries or services or terminate the contract if it becomes aware of circumstances that indicate that the Customer is or could become insolvent, or is unable or does not wish to comply with its payment obligations when required, due to other reasons, without the Customer having the right to claim damages from SICK as the consequence of said cancellation.

15. Both parties waive their own jurisdiction and expressly and voluntarily subject themselves to the venue and jurisdiction of the competent courts of Barcelona, to resolve any dispute that could arise between the parties as a result of the present contract. The present GSTC shall be subject to and interpreted in accordance with Spanish legislation.

To consider verbal agreements valid, they shall be confirmed in writing.

In the event any one of the present clauses is rendered invalid, null and void or unenforceable, this shall not affect the others. If the present provisions are held invalid, null and void or unenforceable, they shall be interpreted or replaced in such a way it enables the parties to reach the intended financial purpose of the invalid, null and void or unenforceable provisions.

The present terms and conditions replace and render null and void any others previously applied by SICK.