

## **General Terms of Conditions**

### **SICK General Terms and Conditions of Sale and Delivery**

#### **1. Legally Binding Effects**

These General Terms of Conditions form part of all our offers and contracts on deliveries and services offered by SICK TAIWAN Co. Ltd. (hereinafter referred to as “SICK” or “Supplier”). Deviating or additional General Terms of Delivery of the Purchaser are not binding on the Supplier unless they are expressly confirmed in writing by the Supplier.

#### **2. Offer – Conclusion of Contract – Contents of Contract**

2.1 The acceptance by the Purchaser is legally binding and irrevocable unless the Purchaser expressly states that Purchaser’s actions do not constitute acceptance of the offer and such can be revoked. Verbal or written orders are deemed to be accepted by the Purchaser when a written order confirmation is issued or the ordered goods are delivered within an adequate period of time.

2.2 Documents pertaining to and attached to the offer, such as illustrations, drawings, technical specifications, and other documents are the sole property and copyright of the Supplier. The Purchaser is not entitled to provide to third parties access to such documents.

#### **3. Scope of Delivery and Services**

The scope of delivery and services is subject to the offer of the Supplier and/or the Supplier’s order confirmation.

#### **4. Prices and Payment**

4.1 Price lists and other general pricing specifications are non-binding and are updated by the Supplier regularly.

4.2 Unless stipulated otherwise, prices are in TWD and for delivery DAP (Incoterms 2020) plus valid VAT.

4.3 Should delivery and/or service be carried out more than nine (9) months after the date specified in the order confirmation, the Supplier shall be entitled to adjust prices if the list prices and/or material, remuneration or other costs have changed in the meantime. The offered prices are only valid for the respective individual order. Fixed price agreements must be expressly agreed upon in writing.

4.4 Costs of packaging, freight and insurance, to the extent purchased by the Purchaser, shall be calculated based on the prices effective at the time of the actual accrual and shall be charged separately.

4.5 If the Supplier is contractually obliged to carry out installation, assembly and/or commissioning, unless stipulated otherwise, such installation, assembly and/or commissioning shall be billed according to the price list of the Supplier effective at the time when installation/assembly and/or commissioning is completed.

4.6 Unless stipulated otherwise by the Supplier, invoices for deliveries and service are to be paid within 30 days from the invoice date.

4.7 The Purchaser is only entitled to retain payments or to offset counter claims insofar as the Purchaser's claims for payment are not disputed or have been determined to be legally binding.

## **5. Terms for Deliveries and Services, Delay**

5.1 The adherence to dates and terms for deliveries and services shall be subject to the timely provision of all performance performances and specifications to be provided by the Purchaser, in particular, provision of required permissions and exemptions as well as the timely clarification and permission of plans and the adherence to the agreed terms of payment and other liabilities. If these requirements are not fulfilled on time, the terms and dates for deliveries and services shall be adequately extended.

5.2 In case of force majeure (i.e. circumstances occurring which make the delivery or service impossible or difficult to be carried out, such as war, riots, strike, lockout, pandemic or the like) the applicable term for delivery and service shall be adequately extended. If the deliveries and/or services cannot be provided entirely or partially in due time without the Supplier's fault, the Supplier shall be entitled to withdraw from the contract in full or in part and shall be exempt from all legal liability to the Purchaser.

## **6. Installation or Assembly**

6.1 To the extent that installation, assembly or commissioning has been agreed upon, the Purchaser shall pay and provide the following in due course:

- a) any supplementary works foreign to the branch of trade such as excavation works, construction work, etc. including the required skilled workers and auxiliary staff with the necessary building material and tools;
- b) the articles and materials required for assembly, installation and putting into operation, such as wood for setup, wedges, lubricants, fuels, etc.
- c) operating power and water at the place of operation, including the necessary connections, heating and light;
- d) at the place of assembly, enough suitable, dry and lockable space of appropriate size for stocking machine parts, equipment, materials, tools, etc. as well as appropriate work and break rooms with appropriate sanitary equipment; specifically, the Purchaser must take the same measures in order to protect the Supplier's possessions and the assembly staff at the construction site as the Purchaser would take to protect its own belongings and its own staff; and
- e) protective clothing and protective devices necessary due to special circumstances at the place of assembly.

6.2 Prior to any work, the Purchaser must provide, without request, the necessary specifications

concerning the location of hidden power, gas, or water pipes, or similar installations as well as the required static specifications.

6.3 Prior to the installation or assembly, the delivery items necessary for the performance of the work must be on the premises, and any preparatory works must be in such a state that the installation or assembly staff will be able to start their work immediately after arrival and finish it without interruption. In particular, the access to the installation or assembly site and the site itself must be paved, cleared and freely approachable.

6.4 If the installation, assembly, or commissioning is delayed due to circumstances which are not attributable to the Supplier, the Purchaser shall be obliged to bear the entire costs arising from waiting periods or for the necessary travel of the installation or assembly staff.

6.5 Upon the Supplier's request, the Purchaser shall confirm in writing the working hours of the assembly staff as well as the completion of the installation, assembly or commissioning.

6.6 If the Supplier demands acceptance of delivery after completion, the Purchaser shall be obliged to declare acceptance within a period of two weeks. If the Purchaser fails to do so, the acceptance is deemed to have been declared. Acceptance is also deemed to have been declared if the work has been put into use, if applicable, after the end of the agreed testing period.

## **7. Transfer of Risk**

7.1 Without regard to the transfer of title of the delivered goods as determined under sec. 12 herein, the risk shall pass to the Purchaser upon the selection/provision of the delivery item. To the extent the Supplier is responsible for installation, assembly or commissioning, the risk shall pass to the Purchaser upon the delivery of the delivery item at the installation or assembly site.

7.2 If the dispatch, installation, assembly or commissioning of the delivery item is delayed or omitted for reasons attributable to the Purchaser, the risk shall pass to the Purchaser from the day on which it would have passed to the Purchaser had no delay occurred.

7.3 At the request and expense of the Purchaser, the Supplier shall insure the shipment against theft, breakage, damage to goods caused by transportation, fire or water or any other insurable risks.

## **8. Warranty**

For defects to quality and/or title, the Supplier, to the exclusion of further claims – but subject to sec. 10 – warrants as follows:

8.1 Defects as to quality:

8.1.1 In case of any quality defects of the delivery item, the Purchaser shall give written notice to the Supplier without undue delay.

8.1.2 Any parts or services which turn out to be defective shall, at the Supplier's choice, be remedied or redelivered free of charge. The Purchaser shall not be entitled to refuse delivery due to insubstantial defects.

8.1.3 The Purchaser shall grant to the Supplier reasonable time and the occasion to perform the necessary remedies and substitute delivery.

8.1.4 If the supplementary performance is not completed in due time or fails, the Purchaser shall be entitled to withdraw from the contract. If the defect is insubstantial, the Purchaser shall be only entitled to reduce the contract price proportionately and may not withdraw from the contract. In any other case, the right of reduction shall be excluded.

8.1.5 Of the costs caused by the remedy or substitute delivery, the Supplier shall bear – provided that the complaint is legitimate – the costs of the substitute part including shipment. The Purchaser shall bear the costs of disassembly and assembly and of providing the Supplier's required assemblers and helpers including commuting costs.

8.1.6 Defects to quality do not apply to the following cases:

Inappropriate or improper use, incorrect assembly and/or commissioning by the Purchaser or third parties, wear and tear, incorrect or negligent treatment, improper maintenance, use of inappropriate equipment, electrochemical or electrical influences – unless caused by the Supplier.

8.1.7 If the Purchaser or any third party remedies the defect improperly, the Supplier shall not be held liable for the consequences caused. The same applies to any changes made to the delivery item without the prior approval of the Supplier.

8.1.8 With respect to any other claims for damages hereunder, sec. 10 shall apply. Any further claims against the Supplier due to defects as to quality shall be excluded.

8.2 Defects of title:

8.2.1 If the use of the delivery item causes an infringement of intellectual property rights or copyrights, the Supplier shall, at its own cost, provide the Purchaser with the right to use the delivery item or modify the delivery item, in a way acceptable to the Purchaser, so as to avoid any further infringement of intellectual property rights.

8.2.2 If this is not enforceable in an economically reasonable manner or in reasonable time, the Purchaser shall be entitled to withdraw from the contract. Subject to the conditions set out above, the Supplier shall also be permitted to withdraw from the contract.

8.2.3 Furthermore, the Supplier shall indemnify the Purchaser from uncontested or legally binding claims caused by the infringement of intellectual property rights.

8.2.4 The aforementioned obligations of the Supplier shall apply only if:

- a) the Purchaser gives written notice to the Supplier on the claims asserted by third parties without delay;
- b) the Purchaser does not admit to an infringement and all defense actions are reserved to the Supplier;
- c) the Purchaser is not responsible for the infringement of the intellectual property rights;
- d) the infringement was not caused due to special requirements by the Purchaser, or an application unforeseen by the Supplier; and
- e) the infringement does not result from a modification of the delivery item by the Purchaser or from

the use of the delivery item in combination with a product not specifically released for such combination by the Supplier.

8.2.5 In case of other defects of title, the provisions stipulated under sec. 8.1 shall apply accordingly.

8.2.6 With respect to any other claims for damages, sec. 10 shall apply. Any further claims against the Supplier due to defects of title shall be excluded.

8.3 Any claims made with respect to the above warranty shall be made not later than the earlier of the date falling [12] months after the delivery, and the date falling six months after the discovery of the defect.

## **9. Exclusion of Guarantees**

9.1 Unless otherwise provided expressly herein, specifications in catalogues, product descriptions, data sheets, offers, charts or any other documents regarding the measurements, amount, color, application, technical data and other features, in particular on the availability, reading rate, dimension accuracy, etc. or referring to the quality and performing features of a delivery item, do not constitute guarantees of such specifications in the contract.

## **10. Limitation of Liability**

Except due to SICK's gross negligence or willful misconduct, or a personal injury recognized under the Consumer Protection Law, SICK is not liable for any direct, inevitable, indirect, special, exemplary or punitive damages under any circumstances and the Purchaser waives all other rights in connection with damages caused by violation of the terms or obligations of this contract.

## **11. Third-Party Liability**

The liability provisions stipulated in sections 8 and 10 shall also apply in favor of subsidiaries, subcontractors, licensors or other auxiliary persons of the Supplier.

## **12. Retention of Title**

12.1 Title to the delivered goods shall remain with the Supplier until all claims against the Purchaser, irrespective of receipt of payment for specific goods, have been settled; the delivered goods shall be deemed reserved goods until the settlement of the claims.

12.2 The assertion of the retention of title may not be regarded as withdrawal from the contract. The Purchaser shall inform the Supplier on any enforcement measures by third parties regarding reserved goods – the same shall apply to any other sort of interference. Irrespective hereof, the Purchaser shall be obliged to inform third parties of the existing rights to the goods in advance. The Purchaser shall bear the costs of an intervention if the third party is not in the position to do so.

12.3 Where reserved goods are sold to third parties, the Purchaser shall immediately assign to Supplier all claims against the Purchaser's customer resulting from such resale as security until all of the

Supplier's claims have been satisfied.

12.4 If reserved goods are processed, reshaped or blended with other goods by the Purchaser, the Supplier shall directly acquire ownership in the new product according to the proportion of the delivery item's value. The new product shall be deemed a reserved good.

### **13. Adjustment, Withdrawal**

13.1 If and when unforeseeable events pursuant to sec. 5.2 modify the economic objective or content of the delivery substantially, or have a substantial impact on the business operation of the Supplier, the contract shall be adjusted accordingly subject to the provisions stipulated under sec. 5.2 and in good faith. In the event that such adjustment is not economically reasonable, the Supplier shall be entitled to withdraw from the contract.

13.2 The Supplier shall be entitled to withhold its services or to withdraw from the contract if the Supplier obtains knowledge of any circumstances whereby the Purchaser might become insolvent or not able to duly fulfill its duty for payment due to other reasons.

### **14. Statute of Limitation**

All claims of the Purchaser shall comply with the relevant statute of limitations of the Civil Law and, to the extent that it applies, Consumer Protection Law.

### **15. Place of Jurisdiction, Applicable Law**

15.1 For direct or indirect litigation disputes related to this contract, the Taipei District Court shall be the court of jurisdiction. However, SICK may also file a lawsuit in the jurisdiction of the Purchaser's business premises.

15.2 This contract shall be governed by the laws of the Republic of China and be interpreted in accordance with the laws of the Republic of China.

### **16. Force Majeure**

If delivery periods or dates cannot be met due to force majeure or other disruptions beyond the control of SICK Group ("Force Majeure Event"), the deadlines for performance by the respective company of the SICK Group will be extended by the duration of the Force Majeure Event plus an appropriate start-up period. Force Majeure Event(s) shall include but are not limited to serious health hazards such as epidemics (e.g. Covid-19) or nuclear radiation; war; terrorist attacks; incomplete, incorrect or delayed delivery by suppliers; riots and other comparable threats; labor disputes; shortage of or inability to obtain employees, equipment, adequate or suitable raw materials or transportation facilities; governmental acts, such as import and export restrictions; and disruptions of operations, including Force Majeure Events at subcontractors and suppliers of the SICK Group. Alternatively, the affected company of the SICK Group shall have the right to withdraw from the respective individual contract in

whole or in part without liability for any delay in performance or non-performance of its obligations.

## **17. Export Compliance**

17.1 The Purchaser undertakes to use, distribute or in any other way make available items (goods, software and technology) provided by SICK only in compliance with all applicable export control regulations, foreign trade laws and sanctions, in particular of Germany, the European Union and the United States of America.

17.2 All business transactions are made with the reservation that each business transaction, in terms of its content and the natural persons and entities directly or indirectly involved in it, must be permitted according to all of the aforementioned regulations.

17.3 If a business transaction requires a license, SICK is entitled to delay the performance until an export license has been obtained or to withdraw in whole or in part from the contract. In such cases, SICK shall not be held liable for delayed performance or non-performance.

17.4 Upon the request of SICK, the Purchaser shall provide SICK without delay with all documents SICK deems useful or necessary for obtaining licenses from authorities or for export control checks of SICK. This includes but is not limited to information about the end user, the final destination and the intended end-use.

17.5 The Purchaser shall fully indemnify and hold harmless SICK and the SICK Group companies ("Affiliates") from and against all claims of authorities or other third parties against SICK and/or the Affiliates due to the Purchaser's non-compliance with the aforementioned export compliance requirements. The Purchaser undertakes to reimburse SICK and/or the Affiliates for any losses and expenses incurred by SICK and/or the Affiliates in this context.

17.6 The Purchaser also undertakes to comply with SICK's internal export compliance regulations. In particular, the Purchaser shall not use, distribute nor in any other way make available any items (goods, software and technology) provided by SICK for use in weapons and/or weapons systems.

17.7 If the Purchaser violates any of the obligations in this sec. 17 and/or if a business transaction is partially or entirely prohibited, SICK is entitled to terminate the contract or to withdraw in whole or in part for good cause with immediate effect. Any claims against the Purchaser shall remain unaffected.

## **18. Licenses to Firmware, Software and Open Source Software**

18.1 To the extent that the deliveries and services include Firmware, Supplier grants to Purchaser a non-exclusive, non-sublicensable, perpetual right to use the delivered Firmware and documentation, which right is only transferable together with the respective delivery item. Such right of use shall be limited exclusively to the contractually agreed purpose of use. The Purchaser is not entitled to modify, reverse engineer, decompile the Firmware or to extract parts thereof. "Firmware" is software which is embedded in a delivery item and is necessary for its elementary basic functions. For software that is not Firmware and which is installed and operated locally or in the Purchaser's area of responsibility

(on-premise), the General Terms and Conditions for the Provision of Software Products ("AVB Software SICK", available at [www.sick.com](http://www.sick.com)) shall prevail. For software and services provided by the Supplier online the General Terms and Conditions for the Provision of Software as a Service ("AVB SaaS SICK", available at [www.sick.com](http://www.sick.com)) shall prevail. To the extent software or Firmware of other providers (third party software) is made available to the Purchaser, the Supplier does not grant the Purchaser any rights of use exceeding those granted to the Supplier by such third party provider.

18.2 If and to the extent that open-source software is provided to the Purchaser, the terms of use of the open-source software that are specified in the relevant documentation, readme files, note files or other documents or files of such kind ("OSS License Terms") shall apply additionally and shall prevail over the provisions in sec. 18.1. If the applicable OSS License Terms require the provision of the source code, the Supplier shall provide it upon written request and, as the case may be, against payment of the costs for shipment and handling. The Supplier shall inform the Purchaser about open source software being used and about the related terms of use, which Supplier shall provide to the Purchaser if so required in such terms of use.

#### **19. Severability Clause**

Should any of the provisions of this contract be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. In such case, the invalid or void provision shall be interpreted or substituted by such provision which comes closest to the intended economic objective of the invalid or void provision. This shall not apply if adherence to the contract constitutes an unacceptable burden to either contract party.

\*\*\*