



AGILE ROBOTS

**General Terms and Conditions (GTC)
for the sale of products and
the provision of works and services**

Version: May 2025



General Terms and Conditions of Agile Robots SE for the sale of products and for the provision of work and services

1. Scope of application

- 1.1. These General Terms and Conditions ("**GTC**") apply to all business relationships between Agile Robots SE, Plinganserstrasse 134, 81369 Munich ("**Agile**") and their respective customers ("**Customer**"). They shall only apply if the Customer is a company within the meaning of Section 14 of the German Civil Code (BGB), a legal entity under public law or a special fund under public law within the meaning of Section 310 BGB.
- 1.2. All offers, agreements, deliveries and services are made exclusively on the basis of and in accordance with these GTC. They shall always apply exclusively, i.e. any conflicting or deviating terms and conditions of the Customer are hereby expressly rejected. Conflicting or deviating terms and conditions of the Customer shall only become part of the contract if Agile expressly agrees to them in the individual case and shall not apply even if Agile has not objected to their validity in the individual case or provides services to the Customer without reservation in the knowledge of such terms and conditions of the Customer.
- 1.3. These GTC shall apply to each individual purchase contract or service or work contract ("**purchase/ service/work contract**") between Agile and the Customer.
- 1.4. These GTC shall also apply to all future contracts between Agile and the Customer.
- 1.5. Legally relevant declarations made by the Customer to Agile within the scope of the business relationship (e.g. setting of deadlines, notifications of defects, declarations of withdrawal) shall require at least the text form to be effective. The text form requirement can only be waived in text form as a minimum.

2. Conclusion of contract, scope of services

- 2.1. All offers made by Agile are subject to change and non-binding. Customer orders shall be deemed accepted upon confirmation or execution by Agile.
- 2.2. The scope of Agile's delivery and performance obligations shall be determined exclusively by Agile's

order confirmation or express agreements to the contrary.

- 2.3. To the extent that offers and contracts require an export license (e.g. in the case of embargoes), they shall be subject to the condition precedent that such export license is granted. Delivery and performance obligations may be subject to the approval of the competent export control authorities (Germany, USA, other countries).

3. Delivery, delivery periods, delay in delivery, transfer of risk

- 3.1. Unless otherwise agreed, the place of performance shall be Agile's registered office.
- 3.2. Delivery dates and deadlines shall only be binding if Agile has confirmed them as binding in text form.
- 3.3. Unless otherwise agreed, deliveries shall be made "FCA" (Incoterms 2020) at a location in Germany designated by Agile; the specific delivery address will be communicated to the Customer in the order confirmation. The products shall be packed at Agile's discretion and at the Customer's expense. The Customer is obliged to collect the products or to have them collected by a person carrying out the transport ("carrier") within five working days after receipt of the notification of availability. Delivery shall be deemed to have taken place as soon as Agile has handed over the products to the carrier designated by the Customer. The risk shall pass to the Customer as soon as the products have been loaded and handed over to the carrier, even if partial performance has been agreed with regard to the respective partial performance. This applies regardless of whether further services have been agreed (e.g. on site at the Customer's premises). Other deliveries (e.g. "DAP" Incoterms 2020) shall only be made at the request and at the expense of the Customer. They require an explicit agreement when the order is placed.
- 3.4. If Agile is unable to comply with a binding delivery date for reasons for which Agile is not responsible, Agile shall immediately inform the Customer of this and notify the Customer of the expected delay and a new delivery date. If the service is also not



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available from one of Agile's suppliers within the new delivery period, Agile shall be entitled to withdraw from the contract in whole or in part. This provision does not affect the Customer's statutory rights due to delayed delivery.

- 3.5. Subsequent requests by the Customer for changes or additions shall extend the delivery time to a reasonable extent. The same shall apply in cases of force majeure in accordance with Section 3.9. Agile shall not be responsible for the aforementioned circumstances even if they occur during an already existing delay in delivery.
- 3.6. Agile shall be entitled to make partial deliveries if this is reasonable for the Customer.
- 3.7. If the Customer is in default of acceptance or violates other obligations to cooperate or if the performance is delayed for other reasons for which the Customer is responsible, Agile shall be entitled, without prejudice to its other rights, to store the products in an appropriate manner at the Customer's risk and expense and to invoice the Customer for the transport and maintenance costs.
- 3.8. Insofar as an acceptance of the subject matter of the agreement must take place, it shall be deemed to have been accepted if (i) the delivery and installation, insofar as Agile is contractually obliged to do so, has been completed, (ii) Agile has informed the Customer of this with reference to the assumed acceptance in accordance with this clause 3.8 and has requested the Customer's acceptance, (iii) fourteen working days have elapsed since delivery or installation or the Customer has already begun to use the subject matter of the contract (e.g. has put it into operation) and in this case six working days have elapsed since delivery or installation, and (iv) the Customer has not accepted the delivery within this period without notifying Agile of any material defects.
- 3.9. If the non-delivery or non-compliance with an agreed performance or delivery date – even during a delay – is due to force majeure (e.g. war, sabotage, natural disasters, epidemics, pandemics, operational disruptions, fire, floods, storms, strikes, lockouts, political measures or official orders, embargoes, customs duties, worldwide transport problems, shortage of raw materials or primary materials or suppliers, etc.) or other circumstances for which Agile is not responsible, the delivery/service date shall be extended taking into account the delay caused by the events. This also applies if these circumstances occur at Agile's suppliers or their upstream suppliers. If such a

disruption leads to a delay in performance of more than four months, both parties shall be entitled to withdraw from the contract, but the Customer only after setting a reasonable deadline for delivery. Statutory rights of withdrawal shall remain unaffected.

4. Prices, terms of payment, default of payment, refusal of performance

- 4.1. Unless otherwise agreed, all prices are quoted on the basis of "FCA" (Incoterms 2020) at the location communicated to the Customer, plus any ancillary costs (e.g. packaging), VAT applicable on the date of invoice and any other taxes, levies and customs duties.
- 4.2. If, between the conclusion of the agreement and the time of performance, the costs have increased by more than 5% due to a change in the market price of raw materials or the costs of purchased parts or due to personnel costs or an increase in the fees charged by third parties involved in the performance of the service, Agile can demand a correspondingly higher price. If this is 20% or more above the agreed price, the Customer has the right to withdraw from the contract. This right can only be exercised immediately after notification of the increased price. In the event of a reduction in the stated costs by more than 5%, Agile shall also take this into account in the price.
- 4.3. Unless otherwise agreed, payments shall be made within 14 days of the invoice date. Payments shall be made without deduction and by bank transfer to the bank account indicated by Agile. The date of receipt of payment shall determine the timeliness of payment. If payment is not made within the relevant payment period, the Customer shall be in default without the need for a reminder. During the period of default, interest will be charged on the outstanding amount at the statutory rate of interest on arrears. Agile reserves the right to claim further damages caused by default and statutory claims.
- 4.4. In the event of default in payment, Agile shall also be entitled to withhold the further provision of deliveries and services (including due partial deliveries and partial services) and to make them dependent on the payment of all outstanding items by the Customer, to declare the entire remaining debt due in the case of previously agreed partial payments and to generally change to advance payment and/or to demand securities; Agile shall also not be obliged to take any further measures to comply with any delivery dates and quantities (e.g.



purchasing, production preparation, etc.).

- 4.5. A right to refuse performance or a right of retention or set-off by the Customer shall only be possible with counterclaims arising from the same contractual relationship that have been legally established or are ready for a decision or have been recognized by Agile.

5. Retention of property

- 5.1. Agile shall remain the owner of the object of the contract ("**Reserved Goods**") until all existing or future claims (including current account balance claims) of Agile against the Customer have been settled. This shall also apply to all future deliveries, even if Agile does not always expressly refer to this.
- 5.2. As long as ownership has not yet been transferred to the Customer, the Customer is obliged to treat the Reserved Goods with care. If maintenance and inspection work becomes necessary, the Customer must carry this out in good time at his own expense. The Customer is obliged to insure the Reserved Goods against insurable damage at his own expense. By placing the order, the Customer assigns to Agile, by way of security, claims to any insurance benefits in the amount of the order price. Agile accepts this assignment. The Customer undertakes to notify the insurer of this assignment and to inform Agile thereof. The reassignment shall be deemed to have been made tacitly with the fulfillment of all of Agile's claims against the Customer.
- 5.3. The Customer is authorized to resell the Reserved Goods, provided that this is done in the ordinary course of business and as long as the Customer is not in default of payment. By reselling the Reserved Goods, the Customer assigns to Agile any claims against the buyer arising from the resale. Agile accepts this assignment. In the event of processing, Agile is entitled to a certain share of ownership in the processed product, which corresponds to the value of Agile's reserved ownership.
- 5.4. The Customer is authorized to enforce the assigned claims for his account and in his own name on behalf of Agile, provided that Agile does not revoke this authorization and the Customer duly meets his payment obligations in relation to Agile. At the request of Agile, the Customer must disclose the identity of the debtors owing the assigned claims.
- 5.5. If the Customer does not properly fulfil his payment obligations to Agile, it must, at his own expense, notify the debtors of the assigned claims of the assignment to Agile and hand over all documents

and information required by Agile to enforce the claims. The Customer is also obliged to inform Agile immediately if an application is made to open insolvency proceedings against the Customer's assets or if third parties take action on the Reserved Goods (e.g. attachments, seizures) that endanger Agile's ownership. The costs of any intervention by Agile shall be borne by the Customer.

- 5.6. In the event of breach of contract by the Customer, in particular default in payment or unsuccessful enforcement measures by third parties due to insolvency, Agile shall be entitled, after issuing a reminder and setting a reasonable deadline for payment, to withdraw from the contract, to demand the return of the Reserved Goods still owned by Agile due to the retention of property, to enforce them and, if the Customer is at fault, to claim damages. In all other respects, the statutory provisions shall apply.
- 5.7. Agile is obliged to release the securities to which it is entitled at the Customer's request insofar as their realizable value exceeds the claims to be secured by Agile by more than 10%. Agile may, however, choose which securities are to be released.
- 5.8. If the law in whose jurisdiction the subject matter of the agreement is located does not permit the retention of ownership, but does permit the retention of similar rights to the subject matter of the agreement, these similar rights are deemed to have been agreed between the Customer and Agile. The Customer is obliged to cooperate in measures that Agile wishes to take to protect its ownership or similar security interests in the subject matter of the agreement. The Customer can be required to do so without further warning by means of an interim injunction or similar judicial measures.

6. Export control

- 6.1. Contractual information as well as services and/or deliveries may be subject to export control laws and regulations. The Customer shall comply with all export and/or import conditions and restrictions and shall not disclose, export or re-export any confidential information, services and/or supplies under the parties' contractual relationship without complying with all such laws and regulations and obtaining all necessary licenses and approvals.
- 6.2. The Customer shall not (a) sell, export or re-export, any goods delivered by Agile or in connection with the deliveries and services of Agile, that fall within the scope of Article 12g of EU Regulation No. 833/2014,



to the Russian Federation or for use in the Russian Federation, either directly or indirectly; (b) sell, export or re-export any goods delivered by Agile or in connection with the deliveries and services of Agile, that fall within the scope of Article 8g of EC Regulation No. 765/2006, to Belarus or for use in Belarus, whether directly or indirectly; and (c) use intellectual property rights, trade secrets or other information licensed or transferred under or in connection with the supplies and services of Agile in connection with goods falling within the scope of Article 12ga of EU Regulation No. 833/2014 and intended for sale, supply, transfer or export to Russia or Belarus or for use in Russia or Belarus, and also prohibit potential sublicensees from such use.

The Customer shall use its best efforts to ensure that the purpose of the preceding sentence is not defeated by any third party further down the chain of commerce, including any resellers. The Customer shall establish and maintain a reasonable monitoring mechanism to detect conduct by third parties in the downstream chain, including possible resellers, that would defeat the purpose of this clause. Any violation of this provision shall constitute a material breach of the agreement and shall entitle Agile to seek appropriate remedies, including, but not limited to, termination of the agreement. The Customer shall immediately inform Agile of any problems or violations of this provision. The Customer shall immediately provide Agile with relevant information regarding compliance with the obligations of this provision at Agile's request. Agile will disclose information about the contractual relationship and requested information about the Customer if required to do so by public authorities.

- 6.3. If Customers, suppliers or other persons directly or indirectly involved in the execution of the contract are listed on German, European or US sanctions lists, the contract shall only be concluded subject to the suspensive condition that the legal transaction is admissible under export control law. If Customers, suppliers or other persons directly or indirectly involved in the execution of the contract are included on German, European or US sanctions lists after the conclusion of the contract, Agile shall have the right to withdraw from or terminate the contract. After the declaration of withdrawal or termination, all claims for compensation against Agile shall be excluded.

7. Special provisions for services and works

- 7.1. Insofar as installation, assembly and/or commissioning at the Customer's premises has been agreed or unless otherwise agreed in service and/or

work contracts, the following shall apply: The Customer shall be obliged to provide Agile with technical support for the installation, assembly and/or commissioning at its own expense. This shall include in particular (a) the provision of (i) the necessary suitable assembly assistants, (ii) the necessary devices, lifting equipment and tools in the required number as well as the necessary commodities and materials, (iii) heating, lighting, operating power, water and the necessary connections, (iv) necessary dry and lockable rooms for the storage of the tools and other items of Agile's employees, (v) suitable recreation rooms and work rooms for Agile's employees, including sanitary facilities, (vi) suitable protective clothing and protective devices which are necessary due to special circumstances at the assembly site and which are not unusual for Agile, and (vii) materials which are necessary for carrying out a test, inspection or acceptance, and (b) the transportation of the assembly parts at the assembly site.

- 7.2. The Customer must ensure that installation/assembly can begin immediately after the arrival of Agile's installation personnel and can be carried out without delay until acceptance by Agile. Agile's assembly personnel must be granted unrestricted working hours between 7:00 am and 18:00 pm.
- 7.3. The Customer must take special measures that are necessary for the protection of persons and property at the installation or assembly site. The Customer must inform Agile's employees about existing special safety regulations, insofar as these are of importance to Agile's employees.
- 7.4. Before the start of installation/assembly, the Customer's materials and objects required for the start of the work must be available at the installation or assembly site and all necessary preparatory work must have progressed to such an extent that the installation or assembly can be started as agreed and carried out without interruption. Access routes and the installation or assembly site must be leveled and cleared by the Customer.
- 7.5. Immediately after notification of completion of the installation, a joint inspection of the system parts and systems shall be carried out. A jointly signed written report shall be prepared confirming that the installation has been completed. Any remaining work and identified defects must be stated in the report.



- 7.6. In the event that a service and/or work is to be performed outside the liability for material defects at Agile's premises or business premises, the Customer shall be responsible for sending the subject matter of the contract to Agile. The Customer shall observe the transport instructions, in particular with regard to proper transport packaging. The Customer shall be liable for damage to the goods caused by improper packaging.

8. Warranty

- 8.1. If there is a defect in Agile's deliveries or services and if any applicable statutory or contractual obligations to inspect and give notice of defects have been complied with, Agile shall, at its discretion, either rectify the defect free of charge or make a new delivery ("subsequent performance"), provided that the defect already existed at the time of the transfer of risk. Recourse claims shall remain unaffected by the above provision without restriction.
- 8.2. For the purpose of remedying a defect, Agile may, at its option, (i) have the defective deliveries or services sent to the location communicated by Agile to the Customer, or (ii) have the defect remedied on site. The Customer shall use only the original packaging for the shipment. If the original packaging is no longer available at the Customer's premises, the Customer shall contact Agile at service@agile-robots.com. The Customer is liable for damages to the goods caused by improper packaging. In the event of a justified complaint, Agile shall reimburse the Customer for the costs of the most economical method of shipment. However, claims by the Customer for expenses incurred for the purpose of subsequent performance, in particular transport, travel, work and material costs, shall be excluded if the expenses increase because the subject matter of the agreement has subsequently been moved to a location other than the agreed place of delivery, unless the relocation corresponds to its intended use. Agile may otherwise refuse subsequent performance if it would involve disproportionate costs.
- 8.3. The Customer shall give Agile the necessary time and opportunity, at Agile's reasonable discretion, to remedy the defect.
- 8.4. Claims of the Customer based on liability for defects in accordance with this Section 8 shall expire twelve (12) months after delivery of the good in the case of a purchase and work contract or - if this has been agreed - after commissioning of the good or

acceptance of the service.

The aforementioned limitation period shall not apply to claims for damages or to deliveries and services for buildings as defined in Section 438 Para. 1 no. 2 and Section 634a Para. 1 no. 2 BGB or to the entrepreneur's right of recourse in the case of the purchase of consumer goods in accordance with Section 478 BGB. In these cases, the statutory periods shall apply.

Any rights of recourse of the Customer in the case of the purchase of consumer goods in accordance with Sections 478, 479 BGB shall remain unaffected, but shall only exist to the extent that the Customer has not made any agreements with its purchaser that go beyond the statutory claims for defects.

9. Liability

- 9.1. In the event of intent or gross negligence, culpable injury to the life, body or health of a person, or in accordance with the provisions of the German Product Liability Act, Agile shall be liable in accordance with the statutory provisions.
- 9.2. In the event of simple negligence, Agile shall be liable only in the event of a breach of an essential contractual obligation, limited to compensation for the foreseeable, typically occurring damage. An essential contractual obligation is an obligation the fulfilment of which is indispensable for achieving the purpose of the contract and on the fulfilment of which the Customer may regularly rely.
- 9.3. Otherwise, Agile's liability shall be excluded to the extent permitted by law.
- 9.4. Insofar as Agile's liability is excluded or limited, this shall also apply to the personal liability of its legal representatives, employees, corporate bodies and vicarious agents.
- 9.5. The Customer must take all necessary and reasonable measures to prevent or limit damage. In particular, the Customer shall ensure that programs and data are backed up regularly. Agile shall therefore only be liable for the recovery of data under the conditions of Sections 9.1 to 9.2 if the Customer has ensured that this data can be reconstructed from other data material with reasonable effort.
- 9.6. A change in the burden of proof to the detriment of the Customer is not associated with this Section 9.



10. Intellectual property rights

- 10.1. Agile reserves all property rights, copyrights and industrial property rights to all documents, materials and other items provided to the Customer (e.g. order documents, plans, drawings, illustrations, calculations, product descriptions and specifications, manuals, samples, models or other physical and/or electronic documents, information and items).
- 10.2. Without Agile's prior written consent, the Customer may not make the aforementioned items accessible or disclose them to third parties, exploit, reproduce or modify them, either as such or in terms of their content. The Customer shall use them exclusively for the contractual purposes and, at Agile's request, return them to Agile in full and destroy (or delete) any existing copies (including electronic copies) insofar as they are no longer required by the Customer in the ordinary course of business and in accordance with statutory retention obligations. At Agile's request, the Customer shall confirm the completeness of the return or destruction/deletion or explain which of the above-mentioned documents, materials and items it still needs for the above-mentioned reasons.
- 10.3. Unless otherwise agreed, Agile shall grant the Customer the non-exclusive, irrevocable right, unlimited in terms of territory, time and content, to use the software contained in the delivered products for the contractual purpose.
- 10.4. The Customer shall recognize and respect all intellectual property rights, in particular industrial property rights and copyrights as well as know-how ("IPR") of Agile or third parties and shall not procure, distribute, market or sell any products that are counterfeits of the products or otherwise infringe the IPR of Agile or third parties in the products.
- 10.5. Any IPR in the products and all services of Agile supplied and/or otherwise made available to the Customer shall at all times remain the sole property of Agile or the third party concerned. The Customer may only use or exploit this IPR in accordance with the purpose of the purchase/service/works contract.
- 10.6. The Customer shall be obliged to comply with Agile's license terms for software contained in the products or supplied in connection with the products ("**Software Products**"). Upon delivery of the products (together with the Software Products), the Customer shall receive a non-exclusive, perpetual right to use

the Software Products limited to the contractually intended purpose, which is remunerated with the agreed fee. In addition, the Customer is entitled to make copies of the Software Products for backup purposes. However, except in cases where this is expressly permitted by mandatory applicable law or where this is permitted in relation to open source components of the Software Products by the relevant open source software license, the Customer is prohibited from doing so, either directly or indirectly, in any of the cases referred to in (a), (b), (c) and (d):

- (a) to circumvent technical mechanisms that restrict the use of the Software Products and that are implemented in the delivered Software Products and/or the products;
 - (b) transfer, distribute, sell, lease, rent, license, display, assign, disclose, permit time-sharing of, commercially exploit or otherwise make the Software Products available to any third party (including the Customer's affiliates), in whole or in part;
 - (c) reproduce, copy, translate, download, modify, adapt, decompile, disassemble, create derivative works from, or reverse engineer the object code version of the Software Products or related documentation, in whole or in part, or otherwise attempt to obtain the source code; or
 - (d) disguise, remove or alter any logos, trademarks, Internet links, patent or copyright notices, confidentiality or proprietary notices or other notices or markings on or in the Software Products.
- 10.7. Notwithstanding the foregoing, if and to the extent the Software Products contain third party IPR, the Customer shall comply with any applicable license terms provided by Agile to the Customer in connection with the provision of the Software Products. The Customer shall ensure that all of its authorized users (including its affiliates) who access or use the products and/or Software Products comply with the terms and conditions contained in these terms or in any overriding agreement relating to the products and/or Software Products. The Customer shall be liable for any breach of these terms by any of its authorized users or any of its affiliates.
- 10.8. Insofar as product specifications are developed for the Customer, Agile shall be entitled to all IPR to the product specifications and products or Software



Products associated with them. For the avoidance of doubt: Notwithstanding any rights of use of the Customer under this Section 10 or mandatory applicable law and subject to compliance with generally applicable confidentiality obligations, Agile shall be entitled to use the product specifications for any purpose, in particular for other Customer orders and its own product developments, to an unlimited extent without owing any remuneration.

10.9. Furthermore, Agile must refrain from passing on or disposing of the IPR in any way.

10.10. Agile warrants that the products supplied by it, including the software contained therein, do not infringe any third-party property rights in countries of the European Economic Area, Switzerland or in countries in which it manufactures the goods or has them manufactured.

10.11. The Customer and Agile shall inform each other immediately if claims are asserted against Agile or the Customer due to the infringement of contractually relevant property rights.

11. Integrity clause

11.1. The Customer warrants that he acts in accordance with applicable legal provisions, in particular that he refrains from corrupt behavior and other criminal acts and has taken all necessary measures to avoid them. In particular, the Customer undertakes to take precautionary measures against serious misconduct in Germany and abroad. Serious misconduct is, irrespective of the form of involvement of the perpetrator, instigation or aiding and abetting:

- (a) Criminal offenses in business transactions, in particular money laundering, fraud, embezzlement, forgery of documents, forgery of technical records, forgery of evidence-relevant data, indirect false certification, suppression of documents and agreements restricting competition in tenders.
- (b) Terrorist offenses, participation in a criminal organization, money laundering and terrorist financing.
- (c) Violations of the prohibition of forced labor, modern slave labor and labor involving deprivation of liberty.
- (d) Offering, promising or granting undue advantages to domestic or foreign officials,

public officials or persons with special public service obligations who are involved in the award or execution of contracts.

(e) Offering, promising or granting or demanding, allowing oneself to be promised and accepting advantages from business partners in return for unfair preferential treatment in national or international business dealings.

(f) Violations of regulations that serve to protect unrestricted competition, in particular violations of national and European competition and antitrust law.

11.2. In the event of a breach of an obligation under this Section 11 by the Customer, Agile shall be entitled to withdraw from the contract (or, in the case of continuing obligations, to terminate the contract) if Agile cannot reasonably be expected to continue to adhere to the contract. In the event of such termination or withdrawal, Agile shall be released from any obligation to perform.

11.3. The Customer shall be obliged to indemnify Agile and its employees against any damages, insofar as these damages are based on a culpable breach of the Customer's obligations under this Section 11.

12. Applicable law, place of jurisdiction, contract language

12.1. These GTC and all legal relationships between Agile and the Customer shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws rules of private international law.

12.2. The exclusive - also international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be Agile's registered office in Munich. Agile shall also be entitled, at its own discretion, to bring action before the court having jurisdiction over the Customer's registered office.