

General terms and conditions of purchase of Swisslog companies in Germany

I. DEFINITION OF TERMS

The following terms are used in the conditions below:

"GTCP": the following General Terms and Conditions of Purchase of SWISSLOG for the purchase of contractual items;

"Purchase order": any order for the delivery and/or performance of the contractual items (as an individual purchase order or via alternative ordering procedures such as VMI, call-off order, etc.);

"KUKA": KUKA SE & Co. KGaA and/or any companies in which KUKA SE & Co. KGaA directly or indirectly holds a majority interest or which is directly or indirectly controlled by KUKA SE & Co. KGaA;

"Supplier": the party which supplies SWISSLOG with contractual items and/or performs services or work contracts and which is named as the supplying party in the respective purchase order, order confirmation or contract;

"REACH Regulation": Regulation concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (Regulation (EC) No 1907/2006).

"RoHS Directive": Directive on the restriction of the use of certain hazardous substances in electrical and electronic equipment (Directive 2011/65/EU).

"in writing": also in text form, e.g. by fax, e-mail or other electronic data exchange, unless written form is expressly required;

"Software": Software and the corresponding documentation;

"SWISSLOG": the Swisslog Company named as the ordering party in the respective Purchase Order, order confirmation or contract;

"Documents": Drafts, samples, means of production, models, data carriers, prototypes, illustrations, drawings, calculations, findings and other documents;

"Supplier's affiliated companies": Companies in which the supplier directly or indirectly holds a majority interest or which are directly or indirectly controlled by the supplier;

"Contract": any contract concluded by SWISSLOG placing a purchase order and the supplier accepting this purchase order, or any contract concluded in any other way for the delivery and/or performance of contractual items within the meaning of these GTCP;

"Contractual items": the goods, products, software, services and/or works or other scope of services specified in detail by SWISSLOG in the purchase order;

"Contractual partner": SWISSLOG and supplier.

"WEEE Directive": Directive on the avoidance of waste from electrical and electronic equipment and the reduction of such waste through re-use, recycling and other forms of recovery (Directive 2012/19/EU).

II. APPLICABLE CONDITIONS

1. The legal relationships between the supplier and SWISSLOG are governed exclusively by the following GTCP.

Deviating general terms and conditions of the supplier or other deviating agreements shall only apply if they have been expressly agreed or accepted between SWISSLOG and the supplier. Conflicting or deviating terms and conditions of the supplier are hereby expressly rejected. Unconditional acceptance of contractual items or payment without objection shall in no case imply acceptance of the supplier's general terms and conditions.

2. The basis of the contract - if present and not otherwise agreed - shall be in the following order of priority:

- the contract concluded with the supplier,
- the respective purchase order,
- other applicable annexes and agreements specified in the purchase order in the following order
 - o the applicable minutes of the negotiations in their chronological order,
 - o the request for quotation / RFQ,
 - o the technical part of the supplier's offer or the protocol of a technical discussion between the contracting parties,
 - o other applicable annexes and agreements

and
these GTCP.

3. These GTCP also apply to all subsequent transactions between SWISSLOG and the supplier, even if they are not expressly referred to again when they are concluded.

4. All agreements, purchase orders, confirmations, amendments, supplements and subsidiary agreements between SWISSLOG and the supplier for the execution of the contract must at least be in text form in order to have effect. The text form requirement requires at least text form to be waived.

III. PURCHASE ORDER AND BINDING NATURE OF THE CONDITIONS

1. A purchase order placed by SWISSLOG is an offer to the supplier to conclude a contract for the contractual items specified in detail in the offer and under the conditions specified in the purchase order.

A purchase order does not constitute acceptance of an offer by the supplier, unless expressly stated otherwise in the purchase order. Any reference in the purchase order to provisions in the supplier's offer by SWISSLOG shall only apply insofar as SWISSLOG's purchase order and its terms and conditions do not conflict with these provisions in the supplier's offer.

2. SWISSLOG may revoke purchase orders at any time until they are confirmed in writing by the supplier, without any liability towards the supplier. SWISSLOG shall receive the order confirmation immediately.
3. If the supplier's order confirmation deviates from the purchase order, the contract shall only be concluded if SWISSLOG expressly agrees to the order confirmation. Payment or acceptance of deliveries shall not constitute consent.

4. A purchase order placed by SWISSLOG and these GTCP shall be deemed accepted by the supplier in their entirety without amendment if the supplier accepts a purchase order in writing or begins with the provision of the services which are the subject of the purchase order.

IV. SCOPE OF SERVICES, PROVISION OF SERVICES AND MODIFICATION OF THE SCOPE OF SERVICES

1. The scope of services of the supplier shall be determined in particular by the delivery and performance description and specification agreed upon when the contract was concluded, SWISSLOG 's purchase order and these GTCP.
2. The supplier shall check all specifications, performance descriptions and other information provided to them for the execution of the contract, as well as any materials, parts and other provided materials for the execution of the contract, for their suitability for the purpose intended by SWISSLOG and SWISSLOG 's end customer and communicated to the supplier. If it becomes apparent here that deviations or corrections to the provided items or the contractual items are necessary or expedient, the supplier must inform SWISSLOG of this immediately. SWISSLOG will then inform the supplier in writing whether changes are required and, if so, which changes the supplier should make. If the supplier determines that such changes could lead to a modification in the agreed costs of the contractual items or to the agreed deadlines not being met, the supplier must inform SWISSLOG of this immediately. Regarding the consequences, in particular with respect to additional or reduced costs as well as the agreed deadlines, appropriate arrangements shall be made by mutual agreement. If an agreement is not reached within a reasonable period of time, SWISSLOG will decide at its own reasonable discretion.
3. The supplier shall ensure that all data and circumstances relevant to the fulfilment of its contractual obligations as well as the intended use of its contractual items by SWISSLOG are disclosed in a timely manner. The supplier can only assert the absence of necessary documents, data and other supplies if the supplier has demanded them in writing, sent a reminder thereto at least once and has not received them within a reasonable period of time.
4. The supplier guarantees that its deliveries include all services necessary for proper, safe and economical use, that they are suitable for the intended use and correspond to the current state of science and technology.
5. When rendering the service, the supplier shall observe all relevant standards, laws and legal provisions, especially the technical norms and the relevant regulations pertaining to environmental protection, hazardous substances, dangerous goods, and accident prevention. The supplier shall moreover ensure the security of the supply chain in accordance with the relevant customs regulations and comply with the generally recognized safety regulations and the corresponding SWISSLOG standards. The status at the time of performance of the respective services shall be decisive, unless another time has been agreed.

6. SWISSLOG accepts partial deliveries only after express agreement. In the case of agreed partial shipments, the remaining quantity shall be specified.

7. SWISSLOG may require the supplier to make changes to the contractual items at any time, in particular with regard to design and execution. The supplier is obliged to implement the changes immediately on the basis of the present contractual conditions. If the supplier determines that such changes could lead to a modification in the agreed prices of the contractual items or to the agreed deadlines not being met, the supplier must inform SWISSLOG of this immediately. Regarding the consequences, in particular with respect to additional or reduced costs as well as the agreed deadlines, appropriate arrangements shall be made by mutual agreement.

8. All production documents must be submitted by the supplier to SWISSLOG for inspection and approval before the start of any agreed production of the contractual items. A release of the production documents by SWISSLOG in no way affects the contractual obligations or the liability of the supplier towards SWISSLOG or third parties in accordance with the provisions of the contract concluded or the applicable law.

9. The supplier shall ensure that it can supply SWISSLOG with other contractual items or parts thereof as spare parts for a period of 15 years, beginning after delivery of the contractual items, unless an equivalent compatible or adequate spare part can be supplied due to technological advances. If the supplier intends to discontinue delivery of the spare parts after expiry of the 15-year period or during this period, SWISSLOG must be informed thereof and given the opportunity to place a final purchase order prior to discontinuation.

V. EMPLOYEE DEPLOYMENT AND PERFORMANCE ON FACTORY OR COMPANY PREMISES

1. The conditions set out in this Clause V apply to SWISSLOG 's, KUKA's and third parties' factory or business premises in Germany and abroad, on which the supplier provides his services.
2. The supplier shall exclusively employ personally and professionally qualified employees for the performance of the services and tasks agreed in the purchase order. The supplier is obliged to provide SWISSLOG with a list of their employees before commencing with their contractual performance. If an employee of the supplier is not registered with SWISSLOG or a third party, the supplier's employee may be denied access to the relevant company premises. SWISSLOG expressly reserves the right to claim any damages arising from this against the supplier.
3. Both contractual partners shall name contact persons for all information to be exchanged at the place of performance. Coordination discussions on the content and performance of the services as well as on the exchange of all information necessary for the execution of the contract shall take place at regular intervals between the contact persons of the

contractual partners. Unless otherwise agreed, the coordination meetings shall be conducted in German. The supplier must inform SWISSLOG immediately of any change of contact person.

4. The services shall be performed as an independent and autonomous service of the supplier under the supervision and sole authority of the responsible employees designated by the supplier to issue technical, personnel and disciplinary directives.
5. If the supplier intends to replace employees, SWISSLOG must be notified of this in writing in advance. In the case of any replacement of the supplier's employees, Clause V.2 shall apply accordingly. The supplier must ensure that the list of employees is correspondingly updated when there is a change of staff. Whenever employees are replaced or new personnel are trained, the supplier shall ensure that they perform in accordance with the contract and the agreed quality of service.
6. The supplier is obliged to pay its employees at least the legally prescribed or contractually agreed minimum wages. In the event of a violation of statutory provisions on minimum wages, the supplier undertakes to fully indemnify SWISSLOG against all obligations associated with such a violation and, in addition, to compensate SWISSLOG for any damage resulting from a culpable violation. If an employee of the supplier makes a claim against SWISSLOG for payment of the statutory minimum wage, the supplier undertakes to provide SWISSLOG with all information necessary for the defense against the claim and any action for payment. This shall also apply after termination of the contractual relationship between the supplier and SWISSLOG.
7. The supplier shall ensure that the employees it deploys are permitted to exercise gainful employment in the respective country of deployment. Upon request, the supplier must provide SWISSLOG with a work permit or employment authorization that is valid for the respective country of deployment.
8. SWISSLOG shall be entitled to make technical and organizational specifications at its own discretion for services performed on a factory or company premises by SWISSLOG, KUKA or a third party. In this case, the services shall also be performed under the supervision and sole authority of the responsible employees designated by the supplier. In the case of services performed on SWISSLOG's or KUKA's factory or company premises, the occupational safety, health, energy and environmental instructions for external companies and the factory and safety regulations at the relevant SWISSLOG or KUKA location apply in the version valid at the time of performance of the service. The supplier is obliged to comply with the respective legal regulations on dealing with employees, environmental protection, and occupational safety. SWISSLOG has the right to monitor compliance with the regulations at any time and at its discretion to take the necessary measures to enforce the regulations. The necessary measures include the right to issue a ban on work against individual employees and/or to terminate the contract in whole or in part without notice. In

all cases, the supplier must follow SWISSLOG's instructions immediately and take appropriate precautions to prevent future breaches, as well as provide evidence of the elimination of the hazard without being solicited to do so. In order to enforce occupational safety, health, and environmental protection regulations, SWISSLOG has the right at its reasonable discretion to claim a contractual penalty of up to 5% of the total order value in the event of a breach of the relevant regulations, without the need to prove any specific damage. To the extent that there is a claim for damages exceeding the contractual penalty, the amount of the paid contractual penalty shall be credited.

9. Employees of the supplier who require access to SWISSLOG's or KUKA's factory or company premises or access to SWISSLOG's or KUKA's IT systems in order to perform or occasionally perform the contract shall, where appropriate, make additional declarations depending on the SWISSLOG location and comply with site-specific regulations.
10. All items brought onto the factory or company premises of SWISSLOG and third parties must be reported to factory security and are subject to factory inspection. The supplier is requested to clearly label any of their own items that they wish to bring to this location with their name or company logo in advance.
11. The supplier agrees that the SWISSLOG construction site manager may accept a delivery of goods / materials / components addressed to the supplier on the construction site by signing a delivery note (e.g. due to the absence of the supplier, for faster processing, etc.). The acting site manager only acts as a middleman or designee for the supplier; As a result, SWISSLOG becomes not an agent in possession. The handing over of the delivered items to the site manager as the designee is considered as handing over to the supplier. The acceptance of the delivery on the instructions of the supplier does not result in any rights or obligations for SWISSLOG.
12. The aforementioned provisions of this Clause V shall also apply to subcontractors of the supplier.

VI. ACCEPTANCE

1. Insofar as the contractually agreed services are services that can be accepted, the supplier is obliged to notify SWISSLOG in writing of the completion of the services, to provide the services or make them available for acceptance and to agree to an acceptance date with SWISSLOG.
2. If the supplier and SWISSLOG have agreed on partial acceptance, the partial acceptance shall be subject to the condition of a total acceptance. Once partial acceptance has taken place, the supplier shall be obliged to notify SWISSLOG in writing of the final completion of the services and to request final acceptance.
3. Unless a different acceptance date has been agreed, acceptance shall take place within four weeks of receipt of

the notice of completion by SWISSLOG and transfer or provision of the contractual services.

4. If commissioning or use for test purposes is necessary to verify the supplier's performance, acceptance shall only take place after successful completion of the tests. Acceptance must take place in writing in the form of an acceptance protocol.
5. Payments by SWISSLOG do not mean that the contractual services have been accepted or that acceptance is waived.
6. The above conditions shall apply mutatis mutandis to partial acceptance.

VII. PRICES, TERMS OF PAYMENT AND INVOICING

1. The agreed prices for services or work are flat fixed prices, insofar as invoicing based on expenditure on the basis of negotiated hourly rates plus the applicable statutory value-added tax has not been expressly agreed in writing.
2. The prices for the delivery of goods are inclusive of packaging, carriage paid and insured, plus the applicable statutory value-added tax.
3. The due date of the invoice results from the individual contractual agreement and is recorded in the purchase order. If the due date is not explicitly stipulated, invoices are payable within 30 days with 3% discount, within 60 days with 2% discount or within 90 days net without deduction. The period begins when the following prerequisites are cumulatively met: a) receipt of the contractual service including complete documentation and b) receipt of a proper and verifiable invoice. In the case of services that can be accepted, the period shall alternatively commence with the acceptance of the contractual service and the receipt of a proper and verifiable invoice.
4. Invoices must be issued separately for each purchase order and purchase order item, stating the purchase order and SWISSLOG article number and the unloading point in accordance with the purchase order. Invoices shall be issued in accordance with German VAT law and shall contain all the information required by law. If the invoice does not comply with the statutory provisions of VAT law, SWISSLOG shall not be obliged to pay the invoice. If SWISSLOG is denied input tax deduction due to an incorrect invoice, the supplier must repay the VAT paid by SWISSLOG.
5. Where a resource-related accounting system is used, the invoices to be issued must contain the following information: a) the number of employees who have performed the services billed for, b) the number of working days performed by each of these employees, c) the daily rate of the employees whose services have been billed for, d) the signed activity reports as an appendix, and e) a list of the billed expenses. Expenses shall only be reimbursed to the extent agreed in the purchase order and, if no lump-sum payment has been agreed, only against the presentation of the related receipts.

6. SWISSLOG shall be free to choose the means of payment. In general, payment is made by bank transfer.
7. In the event of defective delivery or defective performance, SWISSLOG shall have the right to withhold payment pro rata temporis until the performance has been duly fulfilled.
8. In current business relations, price changes to the most recent order must be communicated immediately and always before the next purchase order.
9. SWISSLOG is entitled to offset with or against due and undue claims, including future claims, regardless of their legal basis, to which SWISSLOG or KUKA are entitled in relation to the supplier or which the supplier has in relation to these. The supplier agrees that all securities provided to the companies listed in this Clause VII shall also serve to secure those claims to which the respective other companies listed in this Clause VII are entitled against the supplier. Upon request, SWISSLOG shall provide a list of the companies entitled to intercompany invoicing.
10. Payments shall only be made to the supplier. The supplier shall not have the right without SWISSLOG's prior written consent to assign claims to which it is entitled against SWISSLOG or to have them enforced by third parties. The supplier shall only be entitled to offset against claims by SWISSLOG or to assert a right of retention if and to the extent that its claims are undisputed or its counterclaim has been legally established.

VIII. TERMS OF DELIVERY

1. Each delivery shall be accompanied by a delivery note, in duplicate, issued by the supplier. The delivery note shall bear the order number, article number and supplier number.
2. Delivery shall be made in accordance with the INCOTERMS 2020 agreed in the purchase order. Unless otherwise agreed, the delivery shall take place in accordance with DDP (named place of destination).
3. SWISSLOG is not obliged to accept contractual items that are delivered before the agreed delivery date. The supplier shall bear the risk of loss and deterioration of contractual items delivered prior to the delivery date. In the event of delivery earlier than agreed, SWISSLOG reserves the right to return the items at the supplier's expense. If the items are not returned in the event of premature delivery, they shall be stored at SWISSLOG until the delivery date at the supplier's expense and risk. In the event of premature delivery, SWISSLOG reserves the right to make payment only on the agreed due date. SWISSLOG is entitled to return any excess deliveries at the supplier's expense. The supplier shall bear the risk of loss and deterioration of excess deliveries. SWISSLOG is entitled to reject the entire delivery in the event of a shortfall in delivery.
4. Unless otherwise expressly agreed between SWISSLOG and the supplier, SWISSLOG's shipping, packaging and transport

regulations shall apply. The contractual items shall be packed at least in a manner customary in the industry, with due care and attention and in an appropriate manner. SWISSLOG is entitled, but not obliged, to prescribe to the supplier the appropriate method of packaging at its reasonable discretion.

IX. DELIVERY TIME AND DATES, DELAY AND CONTRACTUAL PENALTY

1. The performance and delivery dates and delivery periods shall be specified in the purchase order or in the contract or in any other written agreement and shall be binding. The receipt of the contractual items or services at the agreed place of delivery and performance or the timeliness of successful acceptance shall be decisive for compliance with the agreed performance and delivery date or the delivery period and thus for the occurrence of default.
2. The supplier shall be obliged to immediately notify SWISSLOG in writing of any noticeable delay in its performance, any foreseeable possible delay in its performance or any noticeable or foreseeable possible problems with the delivery in the agreed quality and the reasons for and the duration of the delay.
3. Notification of delays by the supplier and any associated updating of agreed delivery dates shall in no way release the supplier from the delay in its performance. In this respect, SWISSLOG shall continue to be entitled to all legal and contractual rights resulting from or in connection with the supplier's default, despite the updating of the delivery dates following notification of delays by the supplier.
4. The acceptance of a delayed performance does not mean a waiver of claims for compensation.
5. If the supplier is in default with regard to a service to which it is contractually obligated, SWISSLOG shall be entitled to demand a contractual penalty from the supplier. This shall amount to 0.3% of the total order value for each commenced working day, but not more than a total of 5% of the total order value. The total order value is the net amount without VAT, but including all supplements. In the event of a delay in delivery, SWISSLOG may demand special transport at the supplier's expense.
6. In addition to the contractual penalty, SWISSLOG has a further claim for damages against the supplier based on the supplier's default. In this case, any contractual penalties paid by the supplier due to delay shall be applied accordingly.
7. The right to demand payment of the contractual penalty shall not be forfeited if the contractual penalty was not expressly reserved upon acceptance of the delayed delivery. However, SWISSLOG must declare the reservation before payment is made or at the latest upon payment of the delayed delivery and/or service. The other claims and rights to which SWISSLOG is entitled shall not be affected by the agreement and the assertion of the contractual penalty.

8. The supplier can only assert the absence of necessary documents to be supplied by SWISSLOG if the supplier has sent a written reminder for the documents and has not received them within a reasonable period of time.

X. TRANSFER OF OWNERSHIP

1. Ownership of the contractual items or parts thereof, including the associated documentation, is transferred to SWISSLOG upon delivery. In the case of production material, ownership is transferred to SWISSLOG at the start of production or upon purchase through the supplier for all incomplete intermediate stages, unless agreed otherwise. Ownership shall pass to SWISSLOG irrespective of payment for the contractual items; SWISSLOG's obligation to pay in accordance with the respective production status shall remain hereby unaffected.
This transfer of ownership shall in no event constitute acceptance or other acceptance of the unfinished intermediate stages or of the contractual items.
2. SWISSLOG does not accept any simple or extended retention of title or other reservations on the part of the supplier with regard to the acquisition of ownership by SWISSLOG.

XI. INDUSTRIAL PROPERTY RIGHTS, COPYRIGHTS, DATA

1. The supplier warrants that it has the authority to commercially transfer and grant SWISSLOG the corresponding rights of use and that the contractual items are free from third-party industrial property rights which exclude or impair the use of the contractual items by or for SWISSLOG.
2. The supplier shall indemnify SWISSLOG against all third-party claims asserted against SWISSLOG on account of the use of the contractual items. If possible, the supplier will resolve necessary legal disputes in its own name and at its own expense. SWISSLOG's right to claim damages in accordance with the statutory provisions and to withdraw from the contract shall remain unaffected.
3. Unless otherwise agreed, all copyrights, industrial property rights and legal positions similar to industrial property rights to the contractual items arising in the course of the provision of services shall pass to SWISSLOG as soon as they arise, unconditionally, without restriction, exclusively and free of charge in terms of region, time and content, and they can be freely extended, transferred, revised, adapted, changed, duplicated or published by SWISSLOG. SWISSLOG is granted the right to apply for a patent for patentable development results.
4. Insofar as the supplier creates, adapts or makes available software within the scope of its performance,
 - a. it must hand over the software to SWISSLOG, after carrying out a program test, in a testable and machine-readable form together with the source code and documentation. Legal positions pursuant to Clause XI. 3 are not limited to the object code in

these cases, but also include the source code and documentation.

- b. it undertakes to inform SWISSLOG in a timely manner, but no later than in the offer, whether open source components are included in its deliveries or services. Open source components are software, hardware or other information ("components") which are generally available free of charge and in an editable form and which are subject to a license or other contractual arrangement which permits the editing and/or distribution of the components or components derived therefrom, whereby the permission is however subject to certain conditions.
5. If open source components are included in the contractual items of the supplier, the supplier is obliged to comply with all applicable open source licenses and to grant SWISSLOG all rights and transfer all information that SWISSLOG requires to comply with these license obligations. Furthermore, the supplier must provide the following to SWISSLOG at the latest in the offer: A list of all contained open source components including the applicable license texts of all used versions and, if the applicable license texts require it, the source code of the used open source software.
6. Unless otherwise agreed, the supplier is prohibited from using open source components that are subject to a copyleft effect that could have an impact on SWISSLOG products. This is the case if the license terms of the open source components used by the supplier require that SWISSLOG products or works derived therefrom may only be distributed under the terms of the respective open source license, for example by disclosing the source code.
7. Should the supplier only indicate after acceptance of the offer by SWISSLOG that the contractual items contain open source components or that a copyleft effect could result, SWISSLOG shall be entitled to terminate the contract extraordinarily within 14 days of becoming aware of the infringement. The assertion of further rights by SWISSLOG shall not be restricted by the rescission.
8. SWISSLOG is entitled to the exclusive and unrestricted rights of use for data that arise at SWISSLOG, the supplier or a third party from or in connection with the use of the contractual items, provided that a third party is not entitled to such data under applicable law. The right of the supplier to use data for the fulfilment of this contract, insofar as this is necessary for this purpose, remains unaffected.
9. The supplier agrees that SWISSLOG 's operating and assembly instructions may contain references to the supplier's documentation and that the supplier's documentation may be published alongside SWISSLOG 's own instructions. The supplier agrees to the reproduction of their documentation.

XII. SUBCONTRACTORS

1. Subcontracting of the scope of services or parts thereof by the supplier to subcontractors is only permissible with SWISSLOG 's written consent.
2. When using subcontractors, the supplier shall observe the relevant laws and regulations, in particular labor and social law. The supplier shall indemnify SWISSLOG against all claims by third parties in connection with the use of subcontractors. The supplier is liable for the actions and omissions of subcontractors as for its own actions and omissions.

XIII. QUALITY AND NOTIFICATION OF DEFECTS

1. The supplier must ensure the quality of its services. The supplier ensures that all deliveries/services comply with the agreed quality, specifications, drawings, test plans, requirements specified in the specifications, applicable legal and official regulations as well as EU directives and relevant industry standards. For this purpose, SWISSLOG can oblige the supplier to maintain a quality assurance system and to provide supporting evidence to SWISSLOG on request.
2. SWISSLOG will carry out an identity and quantity check after receipt of the delivery of the contractual items and will check the delivery for apparent transport damage. If SWISSLOG discovers any obvious defects, transport damage or deviations in identity or quantity, SWISSLOG shall notify the supplier thereof in writing within 20 days of receipt of the delivery.
3. SWISSLOG will notify the supplier of any hereby undiscovered defects within a reasonable period of time as soon as they are discovered in the ordinary course of business. In this respect, the supplier expressly waives the objection to a delayed notification of defects. In the case of the individual contractual regulation of a function and performance check, the release or, if applicable, a notice of defects can only be given with proof of functionality.
4. The supplier is obliged to report deviations in product conformity of already delivered products immediately after becoming aware of them. This applies in particular to safety-relevant incidents and is to be observed analogously for products purchased by the supplier from third parties.

XIV. WARRANTY AND LIABILITY FOR DEFECTS

1. The supplier shall be liable for the defect-free performance of his deliveries and services. Insofar as contractual items do not meet the requirements set out in Clause XIII. 1. and are therefore defective, SWISSLOG may, at its discretion, demand that the supplier repairs the contractual items at their own risk and expense or replace them with defect-free contractual items.
If a rectification or replacement delivery is not possible or unsuccessful, or if it is delayed or refused beyond a reasonable period set by SWISSLOG in writing, SWISSLOG shall be entitled to the statutory rights in the case of

contractual work and services, including the right of self-performance.

In the event that the supplier fails to meet its warranty obligations within a reasonable period set by SWISSLOG, or if other special circumstances exist that require immediate action, SWISSLOG may repair or replace the contractual items itself or have them repaired or replaced by third parties, notwithstanding the supplier's warranty obligations. In particular, adherence to the schedule vis-à-vis the end customer shall be regarded as a special circumstance. If the time schedule agreed with the supplier is at risk, a grace period within the meaning of § 637 BGB (German Civil Code) shall be deemed superfluous. Small defects can be remedied by SWISSLOG itself in fulfillment of its duty to minimize damage without prior agreement and without affecting the supplier's warranty obligation.

2. In addition, the supplier shall reimburse SWISSLOG for all costs incurred in connection with the repair or replacement of defective contractual items (including handling, installation/removal, and travel costs).
3. The warranty period is 36 months from the date of delivery to SWISSLOG. In the case of deliveries for the serial production and spare parts requirements, the warranty period begins with acceptance by the SWISSLOG end customer, but ends no later than 48 months after acceptance by SWISSLOG. If a specific acceptance of the contractual items has been agreed between SWISSLOG and the supplier, or if such an acceptance must take place in accordance with applicable law, the warranty period shall be 36 months from the date of acceptance. If acceptance is delayed through no fault of the supplier, the warranty period shall be 36 months after the delivery item has been made available for acceptance. SWISSLOG's claims arising within this warranty period shall expire at the earliest 6 months after the claim has arisen, but not before the end of the agreed limitation period.
4. For delivery parts which could not remain in operation during the investigation and/or rectification of a defect, the current warranty period shall be extended by the period of interruption of operation. For repaired or newly delivered parts, the warranty period shall commence upon completion of the repair or, if acceptance has been arranged, anew upon acceptance. If applicable, acceptance must be requested in writing from SWISSLOG.
5. If a defect becomes apparent within 6 months of transfer of risk, it shall be assumed that the defect was already present at the time of the transfer of risk, unless this is incompatible with the nature of the item or defect.
6. If claims are asserted against SWISSLOG due to a defect in its product or due to violation of official safety regulations or due to domestic or foreign product liability regulations or laws, SWISSLOG shall be entitled to demand compensation from the supplier for this damage, insofar as it is attributable to the products delivered by the supplier. This damage also includes replacement costs as well as the costs of a

precautionary recall action required after objective consideration.

7. The rights of SWISSLOG agreed upon in this Clause XIV shall apply in addition to any other statutory or contractual claims. Place of performance for warranty claims is the place where the contractual items are located.

XV. LIABILITY OF THE SUPPLIER

1. Unless otherwise agreed, the supplier's liability for damages and product liability shall be in accordance with the statutory provisions.
2. If services provided by the supplier also include work on the factory or company premises of SWISSLOG or a third party, the supplier shall take all necessary precautions to avoid personal injury or damage to property during the course of this work. The supplier shall reimburse SWISSLOG and indemnify SWISSLOG against all damages, costs and expenses caused by work carried out by the supplier on company premises, unless the supplier is not at fault hereto.
3. The supplier shall be liable for its representatives or subcontractors to the same extent as for its own fault.
4. The supplier undertakes to obtain and ensure adequate insurance cover, customary in the industry, both in terms of cause and amount (at least in excess of EUR 5 million), in particular with regard to personal injury, damage to property and financial losses. Upon request, the supplier shall submit appropriate insurance confirmations to SWISSLOG and maintain the insurance cover provided therein for the duration of the business relationship. The supplier hereby assigns all its payment claims vis-à-vis the insurers in connection with the contractual items in advance to SWISSLOG, and SWISSLOG accepts this assignment. The supplier's liability shall not be limited by the conclusion of the insurance policies and the assignment of the insurance claims.
5. In addition, the supplier must insure itself against all risks arising from product liability and manufacturer's liability, including the recall risk, and for the replacement of defective parts to the amount of EUR 10 million/year. The insurance company must cover the above-mentioned risks at least within the contractually agreed warranty period. Upon request, the supplier shall submit the insurance confirmation to SWISSLOG and maintain the insurance cover provided therein for the duration of the business relationship. Further claims for damages shall remain unaffected.
6. Irrespective of SWISSLOG's own obligation, the supplier shall be obliged to comply with its statutory product monitoring obligation and to keep SWISSLOG informed of its results on an ongoing basis.
7. The rights of SWISSLOG agreed upon in this Clause XV shall apply in addition to any other statutory or contractual claims.

XVI. PROVISIONS

1. All provided materials by SWISSLOG, in particular documentation, materials, equipment, components, parts, containers, packaging, tools, measuring instruments, devices, samples or other items, including those provided on loan, which are located on the supplier's premises in accordance with their intended purpose, shall not become or be considered the property of the supplier but shall remain the property of SWISSLOG unless expressly agreed otherwise. Provided materials shall be inspected and checked immediately by the supplier. Any complaints must be reported immediately to SWISSLOG in writing. The supplier may only use the provided materials for the manufacture of the contract items and may not use them for other purposes or permit others to use them without the prior written consent of SWISSLOG.
2. Provided materials must be clearly marked as SWISSLOG's property and must be stored safely and separately from other items with the care of a prudent businessman free of charge for SWISSLOG. The supplier shall proceed carefully and properly with the provided materials, maintain them in good condition at its own expense, replace them if necessary and indemnify SWISSLOG against any claims, costs and damage arising from or in connection with the installation, use, storage or repair of the provided materials. The supplier shall bear the risk for the provided materials as long as they are in its custody or under its control. The supplier is obliged to insure the provided materials at its own expense against all insurable risks (all risk) to the amount of the replacement value. The supplier hereby assigns its claims against the insurance company to SWISSLOG in advance. SWISSLOG accepts this assignment.
3. If the provided materials are processed or combined with other items not belonging to SWISSLOG, SWISSLOG shall acquire co-ownership of the new item in proportion to the value of its provided materials to the other processed or combined items at the time of processing. If combining takes place in such a way that the supplier's item is to be regarded as the main item, the supplier hereby transfers SWISSLOG pro rata co-ownership of the main item. SWISSLOG hereby accepts the transfer. The supplier shall store the solely owned or co-owned item free of charge for the customer.
4. SWISSLOG or a third party named by SWISSLOG shall be entitled at any time during normal business hours to enter the supplier's premises and to inspect the provided materials and any records made in this connection.
5. SWISSLOG has the right, at any time and without special reason, to remove the provided materials or to demand their surrender. At SWISSLOG's request, the supplier shall immediately surrender the provided materials, prepare them for dispatch or deliver them to SWISSLOG against payment of the reasonable transport costs. The supplier shall not be entitled to any rights of retention or liens with regard to the provided materials.

XVII. LABELLING, ENVIRONMENTAL PROTECTION, AND SAFETY

1. The supplier shall label the delivery items in such a way that they are always recognizable as its products.
2. As a rule, delivery items must be identified using barcodes in accordance with SWISSLOG specifications. In exceptional cases, a separate arrangement may be agreed with the supplier. The SWISSLOG regulations relating to barcode identification are contained in the relevant work instructions, which are sent to the supplier when placing the initial order.
3. The supplier undertakes to use environmentally friendly products and processes for its deliveries/services and also for supplies or ancillary services of third parties within the scope of what is economically and technically feasible. The supplier is liable for the environmental friendliness of the delivered products and packaging materials and for all damages resulting from the violation of its statutory disposal obligations.
4. The supplier is obliged upon delivery to hand over the safety data sheets applicable to its delivery. The supplier shall indemnify SWISSLOG against all recourse claims by third parties in the event that it does not supply the safety data sheets to SWISSLOG or supplies them belatedly or with errors. The same applies to all subsequent changes.
5. If the supplier delivers contractual items whose components in the used homogeneous materials contain substances subject to declaration in accordance with the REACH Regulation and/or the RoHS Directive that exceed the respective applicable limit value, the supplier must refer to these substances in their offer. Prior to delivery, the supplier shall provide the legally required documentation.
6. If the delivery contains contractual items which are classified as dangerous goods and/or hazardous substances in accordance with the CLP Regulation or international regulations, the supplier shall inform SWISSLOG of this in their offer. Labelling and transport must comply with the internationally valid regulations according to GHS (Globally Harmonized System of Classification, Labelling and Packaging of Chemicals) or the internationally valid dangerous goods regulations.
7. The supplier shall demonstrate compliance with the provisions of the Dodd-Frank Act Section 1502 and the conflict minerals provisions of Regulation (EU) 2017/821.
8. Energy-relevant contractual items are evaluated in terms of energy-related performance. The contractual items must be appropriately labelled in accordance with the WEEE Directive.
9. The supplier shall ensure that the contractual items are absolutely free of paint wetting impairment substances (LABS-free).

XVIII. CONFIDENTIALITY

1. The supplier undertakes to treat as confidential all commercial, technical or other company-related information requiring secrecy which is disclosed or made accessible to it through the business relationship and to use it exclusively for the purposes of the business relationship and to pass it on only to those employees and subcontractors who are obliged to observe confidentiality. The obligation to maintain secrecy extends to all employees of the supplier and their subcontractors.
2. The supplier undertakes not to pass on this Confidential Information to third parties or make it accessible in any other form, unless expressly agreed otherwise, and to take all reasonable precautions to avoid access by third parties. KUKA is not considered to be third parties. The supplier shall be liable for any breach of duty by its affiliates as for its own faults.
3. If there is any suspicion of unauthorized use or disclosure of Confidential Information or if Confidential Information is lost, the supplier shall immediately inform SWISSLOG thereof.
4. All information is subject to confidentiality which SWISSLOG discloses or makes accessible to the supplier, which is expressly designated as confidential, or which is recognizable as trade or business secrets to a reasonable third party due to its content ("Confidential Information"). This may include the following information in particular: (i) technical information, especially product, development or functional descriptions, specifications or requirement specifications, sketches, graphics, drawings or other technical documents as well as manuals, technical procedures and processes and other know-how; (ii) information about existing or future legal positions, in particular rights of use and licensing rights, license rates, applications for patents and patentable inventions, utility models, design patents or trademark rights; (iii) data about customers and contractual partners as well as planned actions and orders as well as information about corporate strategies, schedules, goals, ideas, planned projects, distribution channels and commercial data, especially sales and margins.
5. The duty of confidentiality shall not apply, or shall cease to apply, to information which (i) is or becomes demonstrably accessible to the public for reasons beyond the control of the supplier, (ii) was already present at the supplier at the time it was obtained or was subsequently produced by the supplier independently of its transmission by the supplier, (iii) was obtained from a third party without breach of any duty of confidentiality provided that the third party does not to the supplier's knowledge breach any duty of confidentiality by transmitting the information, or (iv) has been developed independently and without recourse to confidential information by the supplier or any of its affiliates, or (v) SWISSLOG has consented to disclosure in text form. The supplier shall bear the burden of proof for the existence of one of the above exceptions.
6. SWISSLOG retains ownership and all other rights to the Confidential Information, whether or not it can be protected. In particular, the supplier shall not be entitled to use the Confidential Information provided by SWISSLOG to apply for patents or other proprietary rights without the SWISSLOG's consent. The provision of the Confidential Information shall not constitute a right of prior use for the supplier.
7. At SWISSLOG's request, the supplier shall return the received embodied Confidential Information in full as far as possible. The supplier may instead destroy or delete the Confidential Information. In this case, the destruction or deletion must be confirmed in writing upon request. This obligation is excluded in respect of Confidential Information (i) stored in routine backups, (ii) that must be retained by law, regulation, judgment, or order of a court and/or governmental authority, or (iii) reproductions of Confidential Information which the supplier keeps for verification purposes. The confidentiality obligations arising from this agreement shall remain unaffected.
8. Data that is subject to deletion must be erased irretrievably or overwritten with unallocatable data. For example, a single dataset may be anonymized and an entire data carrier may be overwritten several times with random data. This also explicitly applies to data from external and cloud service providers and must be contractually secured by the supplier. All analogue media containing sensitive and confidential data of SWISSLOG that is no longer needed or whose retention period has expired must be destroyed. Legal regulations on the minimum and maximum retention periods for data must be observed.
9. The supplier may not advertise its business relationship with SWISSLOG without the prior consent of SWISSLOG.
10. In all other respects, the provisions of a confidentiality agreement concluded between the contracting parties shall apply.

XIX. COMPLIANCE

1. The contractual partners are committed to a value-oriented, corruption-free business environment. They undertake to refrain from criminal acts and to take all necessary measures to avoid them and to comply with statutory provisions.
2. In the event of a breach of an obligation under Clause XIX. 1 by the supplier, SWISSLOG shall be entitled to discontinue further business contacts with the supplier without this resulting in any claims on the part of the supplier, irrespective of the legal basis.
3. If the supplier violates an obligation from Clause XIX. 1. and if the legal transaction is not void pursuant to § 134 BGB, SWISSLOG shall be entitled to terminate the contract extraordinarily.

4. The supplier is obliged to comply with the SWISSLOG Supplier Code of Conduct. This is available on the SWISSLOG homepage (www.swisslog.com) under the menu "About Swisslog" > "Corporate Governance & Sustainability" > "Reports, guidelines, certificates".

XX. TERMINATION OF CONTRACT / NOTICE OF TERMINATION

1. If the contractually owed service is a work performance, SWISSLOG has the right to terminate the entire contract or parts thereof at any time. In the event of termination, payment shall only be made for services rendered in accordance with the contract, which have been completed and verified up to that point, insofar as these can be used by SWISSLOG and are immediately transferred by the supplier. Any further claims SWISSLOG may have against the supplier shall remain unaffected by this provision.
2. If the supplier owes a service, SWISSLOG can terminate the contract or parts thereof at any time. If the termination is due to conduct by the supplier which is in breach of contract or if the supplier terminates the contract themselves, without being induced to do so by conduct on the part of SWISSLOG that is in breach of contract, then only those services which have been provided in accordance with the contract up to that point, and which are fully completed and verified, are to be remunerated, insofar as they are of use to SWISSLOG. This does not affect any claims for damages by SWISSLOG.
3. In the event of a breach of material contractual obligations by the other contracting party which are not remedied within a reasonable period despite a written warning, each contracting party shall be entitled to terminate the contract without notice or to withdraw from the contract in whole or in part. A breach of material contractual obligations for SWISSLOG includes, for example, repeated, significant breaches of quality regulations by the supplier or successive, significant missed deadlines by the supplier. SWISSLOG is also entitled to terminate the contract without notice in the following cases:
 - a. in the event of a significant deterioration in the financial situation of the supplier;
 - b. in case of filing for insolvency;
 - c. with the opening of insolvency proceedings;
 - d. if an application for insolvency is rejected due to lack of assets;
 - e. in the event of a suspension of payments;
 - f. there is a significant change in the ownership structure or shareholder interests in the supplier's company, as a result of which SWISSLOG cannot reasonably be expected to continue the supply agreement.

The supplier is obliged to inform SWISSLOG immediately in writing of the occurrence of any of the aforementioned circumstances.
4. If the supplier terminates the contract without notice and SWISSLOG is not responsible for the termination, the services provided will not be remunerated if SWISSLOG has

no interest in doing so as a result of the termination. This shall apply accordingly if a termination by SWISSLOG is based on conduct by the supplier which is in breach of contract. Further statutory claims of SWISSLOG remain unaffected.

5. After a termination, the supplier must of its own accord surrender all performance results and the documents provided to it, including parts and samples. The supplier ensures that SWISSLOG data is completely and irretrievably erased at the end of the contract. Section XVIII. 8. applies accordingly. A right of retention to these documents exists only on the basis of undisputed or legally established claims from the same legal relationship.
6. Any notice of termination must be given in writing.

XXI. FORCE MAJEURE

Delays or the failure of the performance within the framework of the contract as a result of an event of force majeure without error or fault on the part of the contractual partner concerned shall be deemed excused as long as the event continues. This presupposes that the affected contractual partner informs the other contractual partner in writing immediately after the occurrence of the event of force majeure, but no later than 3 days thereafter, of the type and extent of the event of force majeure that has occurred and its effects, including the probable duration. Events of force majeure are unforeseeable, unavoidable, and extraordinary events such as epidemics, natural catastrophes such as floods, earthquakes, hurricanes or other extreme natural events, general labor unrest such as boycotts, strikes and lockouts, explosion, fires, unrest, wars, sabotage and terrorist attacks. If the supplier cannot provide credible assurance that a delay due to force majeure will not exceed 30 days or if a delay due to force majeure exceeds 30 days, SWISSLOG may terminate the contract without liability towards the supplier.

XXII. EXTERNAL TRADE / EXPORT CONTROL

1. The supplier undertakes to comply with all requirements of national and international customs and external trade law ("export control law"). It shall promptly provide SWISSLOG in writing with all data required by SWISSLOG to comply with all requirements of export control law within 14 days of conclusion of the contract or in the event of changes in accordance with Clause IV.7.

This includes in particular:

- a. Indication for every item with "Yes" or "No" whether there is an export license requirement under export control law;
- b. Indication of all export list numbers, including the American Export Control Classification Number (ECCN);
- c. Statistical commodity code according to the current commodity classification of foreign trade statistics and the HS (Harmonized System) code;
- d. Indication of the country of origin and, upon SWISSLOG's request, a supplier's declaration of

preferential origin issued free of charge, or a EUR1 document or certificates of preference or any other documents required by the customs authorities.

2. The supplier undertakes to support SWISSLOG to the best of their ability in maintaining the status of an Authorized Economic Operator (AEO).

The supplier declares that:

- a. goods commissioned by SWISSLOG, which are produced, stored, transported, delivered to or taken over by SWISSLOG as AEO (as far as SWISSLOG has the status), will be produced, stored, handled or processed and loaded at secure production sites and at secure transshipment points and they are protected from unauthorized access during production, storage, handling or processing, loading and transport.
 - b. the personnel used for production, storage, handling or processing, loading, transport and takeover of such goods is dependable.
 - c. business partners acting on its behalf have been informed that they also need to take measures to ensure the supply chain referred to above.
3. In the event that the supplier violates its obligations under Clause XXII 1 or 2, in particular if declarations are found to be incorrect, it shall bear all damages and expenses incurred by SWISSLOG as a result thereof, insofar as the supplier is responsible for the same. The parties agree that Clause XV 3 shall apply accordingly.
 4. Irrespective of other rights arising from this contract, SWISSLOG shall be entitled to an extraordinary right of termination of the contract in writing in the event that the supplier violates an obligation under Clause XXII - and does not remedy the breach of obligation despite a reasonable deadline set by SWISSLOG.

XXIII. DATA PROTECTION

1. The contractual partners collect and process personal data in accordance with applicable data protection laws, in particular the GDPR and the BDSG (German Federal Data Protection Act). Personal data which come to our attention in connection with the business relationship will be used exclusively within the scope of the specified purposes and for the fulfilment of the contractual relationship.
2. The supplier shall ensure that all persons entrusted with the provision of services comply with the statutory provisions on data protection and are bound in writing to maintain data secrecy. The corresponding declarations of commitment must be provided to SWISSLOG upon request.
3. If, in the course of providing services, the supplier processes personal data on behalf of third parties, they are obliged to immediately conclude with SWISSLOG a (sub)order processing contract, supplied by the latter, in accordance with Art. 28 GDPR.

XXIV. INFORMATION SECURITY

1. The software and hardware used and supplied by the supplier within the scope of the performance of the services must not contain any functionality that endangers the integrity, confidentiality and availability of the contractually agreed services, other hardware and/or software or data.
2. The supplier shall be obliged to protect the data required for the provision of the service, including personal data from SWISSLOG, against unauthorized access, modification, destruction and other misuse ("information security") using state-of-the-art technology.

XXV. INFORMATION AND REPORTING OBLIGATIONS OF THE SUPPLIER

1. The supplier must inform SWISSLOG immediately of any justified suspicion of a violation of the requirements of export control law pursuant to Clause XXII, of data protection pursuant to Clause XXIII and of information security pursuant to Clause XXIV, and must provide SWISSLOG with all information required to clarify the facts of the case and to restore the initial condition.
SWISSLOG has the right, in consultation with the supplier, to carry out inspections with regard to the above-mentioned violations or to have them carried out by examiners to be appointed in individual cases. SWISSLOG has the right to satisfy itself of the supplier's compliance with the requirements in its business operations by carrying out spot checks, which in general are announced in advance in a timely manner.
2. The supplier is obligated to immediately notify SWISSLOG in writing of not only insignificant compliance violations, but in particular violations that may directly or indirectly impair the supplier's willingness to perform and/or the business relationship of the contractual partners.
3. In the event there is suspicion of inadequate quality of the services pursuant to Clause XIII and justified cause (e.g. in the event of non-compliance with agreements, milestones, etc. by the supplier), SWISSLOG shall have the right to inspect the performance of the services by the supplier during normal business hours and to inspect the materials, documents and performance results directly or indirectly related to the services.

XXVI. GENERAL PROVISIONS

1. The contractual relations shall be governed by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG) and the conflict of laws rules of private international law.
2. The exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship shall be the local competent court at SWISSLOG's registered office, provided that the ordering party is a merchant within the meaning of the German Commercial Code (HGB). SWISSLOG is also entitled to assert its claims at the supplier's general place of jurisdiction.

3. If at any time one contractual partner does not require the other contractual partner to comply with a provision of the contract, this shall not affect the right to require such compliance at a later date. The waiver by a contractual partner of the assertion of an infringement of any provision of the contract shall not constitute a waiver of the assertion of a subsequent breach of the same or any other provision.
4. Unless expressly agreed otherwise, the place of performance for the delivery obligation shall be the shipping address or place of use specified by SWISSLOG; SWISSLOG 's registered office shall be the place of performance for all other obligations on both sides.
5. Should one of the provisions of these GTCP be or become invalid, the validity of the remaining provisions shall not be affected. Ineffective provisions shall be replaced by such effective provisions which come as close as possible to the intended economic purpose of the invalid provision.
6. These General Terms and Conditions of Purchase have been drawn up in German and English. In the event of contradictions and discrepancies between the German and English versions, the German version shall prevail.
7. This document is based on the General Terms and Conditions of Purchase of KUKA Companies in Germany SSD_2020_DE_en, dated 22.12.2020.