

**Sales conditions**

All deliveries are governed by these General Terms and Conditions, with the exceptions specified herein, and are subject to the ORGALIME S2015 terms. By placing an order with Robot System Products, hereinafter referred to as the Seller, the Customer agrees to abide by the terms outlined in this document.

**Prices**

All prices are stated in SEK, EUR, or USD, depending on the currency agreed upon, and are exclusive of VAT and customs costs unless otherwise expressly stated. The prices are based on the Seller's current price lists, which are available to the Customer. If no specific price is stated for a service or product, the applicable price will be the one listed in the Seller's price list at the time of the order.

Prices and discounts may vary based on the specific quotation provided by the Seller. Shipping and handling costs will be added to the invoice for all orders. Prices are subject to adjustment in the event of changes in costs or the introduction of new costs after the agreement has been entered into. Furthermore, the Seller reserves the right to adjust prices annually based on an indexation mechanism.

**Ordering**

Customers may place orders via email to: [order@robotssystemproducts.com](mailto:order@robotssystemproducts.com). Upon receipt of an order, the Seller will confirm the order, and for standard products provide an order acknowledgment within 48 hours, including the confirmed delivery time. Delivery times may be subject to adjustment in the event of delivery disruptions caused by the Seller's suppliers or other external factors. Any changes or updates to the order placed will be communicated to the Customer promptly.

**Cancellation**

For all items, a cancellation fee will be charged as follows:

- If the cancellation occurs within 10 days of placing the order, the fee will be 5% of the total order value.
- If the cancellation occurs 10 days or more from order placement, or if manufacturing has been initiated but not completed, the fee will be 15% of the total order value.
- If the manufacturing has been completed, the cancellation fee will be 30% of the total order value.

Cancellation of orders must be made in writing and sent to [order@robotssystemproducts.com](mailto:order@robotssystemproducts.com).

**Terms of Delivery**

Goods are delivered from the Seller's warehouse to the first freight carrier according to the delivery date specified in the order acknowledgment. In cases where the Seller provides prior notice, goods may be delivered up to one week earlier than the confirmed delivery date.

In the event of freight delays, the Customer will always be notified as soon as possible. The Seller uses INCOTERMS Ex Works (EXW), where shipping and handling costs will be added to the invoice. For shipments where the Seller selects the mode of transport and freight forwarder, the goods are covered by a Warehouse-to-Warehouse insurance policy.

However, the Customer is free to choose their own freight forwarder if they have an existing freight agreement. This information must be provided on the order documentation sent to the Seller.

**Terms of Payment**

Payment is due within 30 days from the invoice date, unless otherwise agreed upon in writing. Payment shall always be made to the account stated on the invoice. In cases where the Customer has previously failed to comply with the Seller's general terms, we may require advance payment for future orders.

Invoices are issued when the goods leave the Seller's warehouse. If the invoice is not paid on time, the Seller reserves the right to charge a late payment fee of 10% of the total invoice amount per year, charged for each month of delay.

**Warranty**

The Seller offers a standard 1-year warranty on products delivered according to the order document issued by the Seller, except for products covered by a separate warranty agreement.

The warranty is based on 12 months of operation in a two-shift system, or a maximum of 18 months from the date the products leave the Seller's warehouse, whichever occurs first. The warranty covers design

flaws or product defects related to materials or workmanship. For items included in the Seller's exchange program we offer 3 months of warranty from the date the item is shipped from the Seller.

The Seller's warranty does not cover any damage caused by the customer's equipment, negligent handling, or

improper use of the products. The warranty also does not cover any consequential costs.

Products approved for warranty will, in the first instance, be replaced with new or replacement products, with the Seller covering the product cost, including shipping and packaging. No additional costs will be covered by the Seller.

Consumable parts, such as water fittings, connectors, O-rings, etc., are not covered by this warranty. Hose packages that are not used in combination with swivels or swivel tool changers are also excluded from this warranty.

### **Spare Parts**

Spare parts can be ordered within 10 years from the date the order was delivered by the Seller. Separate price lists are available in SEK, EUR, and USD. For products not included in these price lists, the customer must contact the Seller's technical support for further information using: [support@robotssystemproducts.com](mailto:support@robotssystemproducts.com)

In all other respects, the same order terms as stated in the Seller's General Terms and Conditions for new products apply to spare parts.

### **Notice of Damaged or Missing Material**

The Seller will not accept any claims for missing goods or goods damaged during transport unless a written notice is received within 7 days of the goods being delivered to the specified delivery address.

The Seller does not cover the costs for repairs due to transport damage unless photos clearly showing the damage, along with a written report, are submitted to the Seller. The report must indicate that the damage occurred before the goods were handed over to the Customer, or if the damage was caused by circumstances for which the Seller is deemed responsible. The report shall be issued by an independent damage inspector and always be reported to the Seller, and to the freight carrier.

### **Export Controls**

Some of the robot peripheral equipment contains components classified as highly strategic products

and are therefore subject to Export Control Regulations, including but not limited to the US Export Administration Regulations (EAR) and other CoCom regulations, regardless of the country in which the equipment will be used.

It is the responsibility of every recipient company to have an internal Export Control Program (ECP) in place.

As part of this program, the company must explicitly confirm that no goods, or any part thereof, will be sold,

transferred, or re-exported, either directly or indirectly, to any country, entity, or end-user in violation of applicable Export Control Regulations.

By placing an order, the Customer acknowledges their responsibility to comply with all relevant export control laws and agrees to indemnify the Seller against any violations of these regulations.

### **Validation**

These General Terms and Conditions govern the terms of trade between the Seller and the Customer after the Seller has received a valid purchase order. This document does not serve as proof of being an official Robot System Products sales representative, agent, or distributor.

By placing an order with the Seller, the Customer confirms acceptance of these terms and acknowledges that any agreements made are binding upon confirmation of the order.

### **Dispute Resolution**

In the event of any dispute arising from these terms and conditions or the agreement between the parties, the dispute shall be resolved through arbitration under the rules of the **Swedish Chamber of Commerce (SCC)** in Stockholm, Sweden. The arbitration shall be conducted in accordance with the rules established by SCC for commercial disputes.

The arbitral award shall be final and binding on both parties. The parties shall otherwise comply with the provisions applicable to the arbitration process under SCC.

### **Version**

These terms and conditions were last updated on January 14, 2025. Any previous versions of these terms are superseded by this current version the Seller reserves the right to amend these terms at any time, with such amendments becoming effective upon publication.

For any questions or clarifications regarding these terms, please contact us in writing at [contact@robotssystemproducts.com](mailto:contact@robotssystemproducts.com).