

## **G General terms and conditions**

- 1.1 In the absence of any other agreement these General terms and conditions shall apply to all Rope Robotics's quotations, order confirmations, invoices and other sales contracts (hereinafter Contract) regarding sale of products, lease of products, repairs, service given, development, after-sales service etc. (hereinafter Products).
- 1.2 Special conditions of purchase or specific requirements of the Customer concerning the purchase are not legally binding for Rope Robotics unless Rope Robotics specifically has accepted such in writing.

### **2 Quotation/order**

- 2.1 Agreements between Rope Robotics and a Customer are only considered legally binding when Rope Robotics confirms such agreements in writing. Quotations from Rope Robotics are valid for 30 days.

### **3 Terms of payment and retention of ownership**

- 3.1 Unless otherwise expressly provided for in the Contract the price for Products shall be payable at the date stated in the invoice of Rope Robotics. The title to and ownership of the Equipment shall remain Rope Robotics until payment inclusive of interest and costs are paid in full.
- 3.2 In case of default of payment Customer is obliged to pay interest at the rate of 1.5 % per month from due date until payment is provided. In addition, Rope Robotics is entitled to charge a default fee of DKK 1.000 in case of default of payment.
- 3.3 The purchase price cannot be set off by the Customer against claims regarding other contracts. The Customer does not have any right to withhold payment in case of late/or lack of performance of the Products, or in case Customer intends to raise a counterclaim regarding the specific supply.
- 3.4 If Customer does not fulfil its payment obligations to Rope Robotics, Rope Robotics reserves the right to withhold further deliveries and to stop any service until full payment of all debts have been provided.

### **4 Delivery**

- 4.1 Unless otherwise agreed in writing all sales are ex-works at Rope Robotics in Aarhus according to Incoterms 2010.
- 4.2 In the event of a delay in delivery due to circumstances within the control of Customer the following shall apply; 1) Products will be placed at Rope Robotics at Customer's account and risk. Rope Robotics is in such case entitled to charge a warehouse fee, costs to fulfil third party commitments etc. 2) For Services Rope Robotics is entitled to charge its actual costs such as labour costs, travelling costs, indirect costs etc. which Rope Robotics will use its best efforts to minimize. Time of delivery is calculated from confirmation of order and will, if order confirmation is delayed, be at least correspondingly delayed. Any statement of time of delivery is under all circumstances estimated, thus Rope Robotics will use its best efforts to meet such.
- 4.3 In the event of a delay in delivery due to circumstances outside the reasonable control of Rope Robotics's, Customer is not entitled to cancel the order, nor refuse to accept delivery and does not have any right to compensation. Such circumstances outside Rope Robotics's control includes but is not limited to strikes, bad weather conditions, lock-outs, failing deliveries from subcontractors etc. and does also apply to partly deliveries.

### **5 Price**

- 5.1 All sales and deliveries are executed according to the prices applicable at time of delivery as stated at Rope Robotics's order confirmation. Prices stated in quotations, order confirmations and invoices are exclusive of VAT and any other taxes, duties, freight, handling fees, charges etc. associated with delivery.
- 5.2 In case Rope Robotics is providing Service for which no fixed price has been agreed, the price shall be determined by Rope Robotics using its standard rates applicable when the Services were rendered. Furthermore, Rope Robotics may charge all costs incurred including a reasonable surcharge.
- 5.3 Rope Robotics is not obliged by typing errors, misprints etc., in sales documents etc.  
Rope Robotics reserves right to modify prices without prior notice due to extraordinary increase in prices of raw material, subcontractor's prices and increase of staff costs. Rope Robotics is entitled to charge a fixed handling fee on 3 % of any purchase sum covering costs of packaging, consignment etc.

### **6 Returns**

- 6.1 Unless otherwise agreed in writing, purchased Products cannot be returned. If Products according to a written agreement is returned to Rope Robotics, the purchase price is reimbursed to Customer minus a deduction of 15 % of the purchase sum covering cost of handling, administration and testing. Furthermore, freight expenses are in addition hereto Customer's cost. Finally, costs of repair and/or repacking of returned Products are Customer's cost. Rope Robotics is entitled to deduct such costs in the purchase sum before reimbursement hereof.

### **7 Lack of conformity and liability**

- 7.1 For sale of machinery including tool and transport equipment but excluding wear and tear parts the following applies:)  
Customer is obliged to examine delivered goods immediately and within 7 days after receipt. If Customer does not provide a written notice of a possible lack of conformity between a Product and the specification in the contract immediately after having discovered or should have discovered such lack of conformity, and under all circumstances not later than 6 months from delivery, Customer forfeits any rights due to the lack of conformity.

- 7.1 For Services such as rental/or lease of Rope Robotics Products , workmanship applied to Customer/or third-party property, customisations, developments, design or software changes, after-sales service etc. the following applies: Should the Customer not provide a written notice of a possible lack of conformity between the Products and the specification in the Contract immediately after having discovered or should have discovered such lack of conformity, and under all circumstances not later than 30 (thirty) calendar days from delivery, Customer forfeits any right due to the lack of conformity.
- 7.2 In case of documented lack of conformity between the Products and the specification in the Contract, Rope Robotics is always entitled to rectify such defects within a reasonable time by repair or replacement at Rope Robotics's choice.
- 7.3 All parts that Customer claims are comprised by the warranty shall be send to Rope Robotics for a warranty control and shall be received at Rope Robotics location w within 1 month after notification of defect.  
In case warranty control according to Rope Robotics confirm the defect, the delivery of an exchange part or repair is free of charge. If not, Rope Robotics invoices the costs of the exchanged part(s) and the corresponding shipment and handling costs to Customer. Above-mentioned return procedure does not apply to parts of a value less than EUR 500.
- 7.4 Customer cannot submit any claims based on a defect other than the above-mentioned. Hence the Customer is not entitled to rescind the contract or claim damages unless the lack of conformity is coursed by gross negligence or intent by Rope Robotics.
- 7.5 Rope Robotics is without any responsibility for lack of conformity of Products and/or performance of Products that are designed and/or produced under instruction of Customer or if a design and/or construction and/or operation principle is approved by Customer.
- 7.6 Rope Robotics is under all circumstances not liable for defects due to normal wear and tear, unusually use, misuse, overload, lack of maintenance, or faulty operation etc. Modifications performed on Products without Rope Robotics written approval and/or repairs or adjustments carried out by other than Rope Robotics are in addition outside the liability of Rope Robotics.
- 7.7 If Rope Robotics is providing repair services to turbine blades, Rope Robotics is only liable for its workmanship, not defects at the turbine blades due to lack of maintenance, poor construction and/or other circumstances outside the control of Rope Robotics.
- 7.8 Unless otherwise agreed in writing, Rope Robotics accepts no responsibility and is not liable in any form concerning the sale of used Products.
- 7.9 Instructions, information and/or other guidance provided by Rope Robotics directly or via its web shop and/or its web-site are not considered as consultancy but solely as a non-binding service, wherefore Rope Robotics is never liable for such instructions.
- 7.10 Rope Robotic liability for damages is limited to the invoiced price of the non-conforming Product.

## **8 Product liability**

- 8.1 Rope Robotics is in accordance with Danish legislation liable for damages on other products than the delivered caused by the product delivered by Rope Robotics. If Rope Robotics product is incorporated in or affixed to another product, Rope Robotics is under no circumstances liable for damages.

## **9 Limitation of liability**

- 9.1 Rope Robotics's liability for damages to a third party including liability to Customer and other contracting parties is as a main rule limited to the invoiced price of the non-conforming Products in question 1. Rope Robotics liability cannot in addition hereto under no circumstances exceed DKK 1.000.000 per claim and furthermore cannot exceed DKK 3.000.000 per calendar year.
- 9.2 Rope Robotics waives all liability regarding handling including lifting, winding, unloading, transportation etc. of third parties' materials both outside and on Rope Robotics's property. Therefore, third parties are encouraged to maintain an all-risk/full insurance that covers damage in the situations mentioned above.
- 9.3 Rope Robotics is under no circumstances (unless otherwise provided specific by applicable mandatory law) liable for indirect loss, including but not limited to loss of profits, business interruption, legal cost, additional costs of travelling, withdrawal of Customers products, examination, analysis, and other financial loss. This applies to any liability independent of the legal base e.g. whether the liability is based on lack of conformity, delay, product liability or other.

## **10 Governing Law and Jurisdiction**

- 10.1 Any dispute, controversy or claim arising out of or in connection with the present General terms and conditions of sale, the Contract or any legal relationship arising from it, including any disputes regarding the existence, validity or termination, shall be finally settled by the court in Aarhus governed and interpreted solely in accordance with the laws of Denmark.