

## FANUC Automation Romania SRL General Business Terms and Conditions

### I. FANUC Automation Romania SRL Terms and Conditions of Sale

These General Business Terms and Conditions (hereinafter referred to as “Business Terms and Conditions”) stipulate the reciprocal rights and obligations of the Parties in relation to all sales and/or deliveries of Goods and/or services and other Goods (hereinafter referred to as “Goods”) supplied by FANUC Automation Romania SRL (hereinafter referred to as “FANUC” or “Seller”) as a result of placing the order and accepting the offer by the client (hereinafter referred to as the “Buyer” or the “Client”). These Business Terms and Conditions also apply to any legal relationship of any kind between the Parties if at least one document concluded by the Parties or emanating from any of them refers to the Parties.

These Business Terms and Conditions shall apply with priority regardless of any reference by the Buyer to its own terms and conditions or similar terms and conditions which shall not have any legal force even if the Seller has not explicitly objected to these terms and conditions or to similar terms and conditions of the Buyer. The latter shall apply only in the particular case in which the Seller has expressly referred to these terms, being fully aware of the Buyer's contradictory or different terms and conditions and only if the terms and conditions have been expressly accepted and assumed in writing by the Seller.

#### 1. Order, Offer and Offer Acceptance

1.1. The Buyer submits to FANUC a request (hereinafter referred to as “Order”) regarding the issue of an offer of Goods. Within a reasonable time from the date of the offer request, FANUC shall communicate to the Client an offer regarding the Goods requested (hereinafter referred to as the “Offer”). The Offer shall include at least the essential elements of the contract, the secondary elements being subsequently set out by the Parties. The Parties declare that, in the trade relations between them, the essential elements of the contract are, but are not limited to, the price of the contract and the identifying elements of the Goods sold, and the secondary elements are, but are not limited to the delivery time.

1.2. FANUC shall not engage and shall not be required to meet the Offer unless the following conditions are met cumulatively: (i) The offer has been accepted in writing without objection (hereinafter referred to as the “Statement of Acceptance”) by the Client within 30 days of receipt of the Offer and (ii) if at the date of receipt by FANUC of the Statement of Acceptance the Goods subject to the Offer are available.

1.3. Availability of the Goods subject to the offer must be verified by FANUC on receipt of the Statement of Acceptance and must be communicated to the Client within a reasonable time.

1.4. If the Goods are available in the FANUC warehouse, the Seller shall inform the Buyer of the confirmation of order execution and shall send the Buyer a written confirmation of the conclusion of the contract (hereinafter referred to as the “Statement of Confirmation”). Failing to communicate the Statement of Confirmation, FANUC may in no case be required to meet the Offer, as no legal contract exists between the Parties, and Fanuc shall not be liable to damages in this respect.

1.5. If the Goods are not available in the FANUC warehouse, FANUC shall disclose to the Client the unavailability of the Goods and at the same time the possibility of meeting the Offer at a later estimated time, if that time may be estimated. If the Client understands accepting the offer in writing after having been informed in advance by FANUC that the term for meeting the offer will be communicated at a later date, the contract shall be deemed to be concluded between FANUC and the Client under these conditions, without the Buyer being able to advance any claims for delayed execution of the offer or delayed delivery of the Goods. In this case, FANUC must check the availability of the Goods at the supplier or, as the case may be, at the manufacturer, in order to inform the Client of the date when these Goods will be available for delivery. The term communicated by FANUC to the Client is indicative and the Client understands that the delivery of the Goods is not under the direct control of FANUC, for which the Client declares that it has no claim of any nature regarding the delayed delivery of the Goods. As soon as FANUC becomes

aware of the date on which the Goods will be available for delivery, it will inform the Client of the date on which the Goods will arrive at the FANUC warehouse or, as the case may be, directly at the Client's premises.

1.6. The offer, even when it is time-bound, is irrevocable and may be withdrawn at any time by the Seller. If the offer is not time-bound, it is deemed to be maintained for only 30 days from the date of its receipt, the Seller being entitled to withdraw it at any time without being liable to damages. A new offer will be made whenever any changes are requested by the Buyer in relation to the Goods for which an offer has been made in advance.

## 2. Delivery of Goods

2.1. In each case, the date of delivery specified in the Offer is indicative and the delivery may be made within a reasonable time, but not later than 180 days from the date of delivery specified in the Offer if the following conditions are met cumulatively: **a)** FANUC has sent the Statement of confirmation of the execution of the Offer or the Client has accepted the new offer made by FANUC under Art. 1.5. of the Business Terms and Conditions (hereinafter referred to as "Purchase Order"); **b)** the Goods arrived at the FANUC warehouse in the situation where the Client placed a Purchase Order under the conditions of Art. 1.5.; and **c)** FANUC has all the information to be able to meet the Purchase Order.

2.2. FANUC may in no circumstances be held liable for any delay in manufacture or delivery.

2.3. The Buyer is not entitled to refuse to perform the contract and is not entitled to unilateral termination of the contract if it has placed a Purchase Order or has communicated to the Seller a Statement of acceptance regarding the Goods incorrectly or inaccurately specified by the Purchaser.

2.4. If FANUC delivers Goods other than those specified in the offer, the Buyer may refuse or accept to take delivery of the Goods before unpacking, testing or commencing to use the Goods. The Buyer may not refuse to accept the Goods if they have another name than the one specified in the Offer but have the same characteristics. If FANUC does not deliver the Goods with the features specified in the Offer, the Buyer is required to immediately notify this fact to FANUC. If the Buyer does not notify the Seller within 2 days of receiving the Goods, the Buyer is deemed to have accepted the Good delivered, even if it does not have the same features as the offer. If FANUC does not deliver the Goods with the features specified in the Offer, but the Buyer has unpacked, tested or commenced to use the Goods, the Buyer must pay as damages to FANUC, within 15 days, the amount corresponding to the sale price specified in the Offer as well as all expenses incurred by FANUC if the Buyer has previously notified the refusal to take delivery of the Goods within the time limit specified above.

2.5. The delivery time shall be extended if force majeure occurs (war, terrorism, strike, mass layoffs, industry changes, fires, floods). In these cases, neither Party may be held liable for any damages incurred. If the force majeure event lasts more than one month, both Parties have the right to rescind the contract.

2.6. Under no circumstances shall the Buyer have the right to cancel, in whole or in part, and to make changes to Orders which have already been confirmed by a Statement of Acceptance or a Purchase Order without the prior written consent of the authorized Employees of the Seller. If the Buyer cancels or changes its order after the Seller's Statement of Confirmation, with or without the Seller's consent, the Seller shall be entitled to claim damages for all and any costs incurred in relation to the cancelled or modified order including the raw material used, operational expenses plus reasonable and necessary expenses resulting from termination of the contract. In addition, in such a case, the Seller shall also be entitled to claim transport costs.

2.7. The Seller may cancel any Statement of Confirmation in whole or in part, or suspend the delivery of any or all of the Goods without incurring its liability if: **a)** the sale of the Goods by the Seller to the Buyer breaches any law, statute, ordinance, regulation, administrative acts of the authorities of the country of origin or of the country of destination; **b)** there are negative material changes in the Buyer's creditworthiness; **c)** tariffs, fees, or other charges, import-export restrictions which were not normally imposed or applied to such Goods or which did not exist or which had a lower or a less restrictive rate at the time when the Order was placed are required by applicable law; **d)** the Seller's ability to manufacture is hindered, impaired, delayed or commercially impracticable due to any case of force majeure.

### 3. Export and limitations

3.1. The Client acknowledges that any sale of goods, software, technology and services supplied by FANUC (“FANUC items”) requires compliance with all applicable laws, regulations and rules on the trade of military and dual-use items as well as economic and financial sanctions including those enacted or adopted by Japan, the United States, the European Union or its Member States and the country in which FANUC selling office is registered (“Export Control Laws”).

3.2. The Client agrees that any sale or supply of FANUC items shall at all times be subject to the applicable Export Control Laws including those of the country in which the items are exported. The Client hereby confirms that it has established procedures and controls to ensure compliance with Export Control Laws.

3.3. The Client acknowledges that FANUC items cannot be used for the development, production, use or stockpiling of weapons of mass destruction, including but not limited to, nuclear, biological or chemical weapons, missiles or drones. In addition, FANUC’s policy also restricts the sale or supply of its items to military or conventional weapons end-use / end-user unless explicitly authorized by FANUC.

3.4. The Client agrees that, when integrating FANUC items as a component of its product, it has the responsibility to act in compliance with and classify the product based on the applicable Export Control Laws including the country from which the product will be exported.

3.5. The Client acknowledges that FANUC does not sell products to “Self-Maintenance” countries, (i.e. countries or territories where FANUC is not represented by any of its subsidiary and it is not allowed to sell actively products to those territories. As the list may change, please refer to FANUC website for the up-to-date list. <https://www.fanuc.co.jp/en/service/index.html>). In that respect, The Client acknowledges that FANUC will not ensure any service or any warranty-related activities on site, nor ship any spare parts to a Self-maintenance destination. Any after-sales activity is under the sole responsibility of the Machine Tool Builder or the Integrator – unless FANUC explicitly granted an exception.

3.6. The Client hereby agrees to defend, indemnify and hold harmless FANUC against any liability, losses, damages (including reputational damages) or costs (including any legal costs) incurred or suffered by FANUC as a result of any breach, negligent act or omission or wilful default on the part of the Client, or its representatives, agents or distributors arising either directly or indirectly from the performance (or non-performance) by the Client or any of its representatives, agents or distributors of any obligations under any contract.

3.7. FANUC will not incur any liability to the Client on account of any loss or damage resulting from any delay or failure to perform all or part of its obligations if such delay or failure is directly or indirectly due to the entry into force of Export Control Laws or any request of the authorities.

3.8. FANUC’s obligations will be suspended to the extent and for the time that is necessary to comply with Export Control Laws. In the event that the suspension will last for a period longer than six (6) months, either FANUC or the Client may terminate any contract without incurring in any liability.

### 4. Terms and conditions of delivery

4.1. If the order confirmation document does not provide otherwise, FANUC supplies all ex works from Echternach, Luxembourg, according to the Incoterms 2000.

### 5. The right to dispose of the goods

5.1. Even if the Goods were delivered and the risks passed to the Buyer, the Buyer acquires ownership of the Goods at the date of full payment of the purchase price. The Buyer undertakes to inform third Parties about the reservation of the right of ownership referred to in the previous paragraph and to ensure that such clauses are legally opposed to third Parties at their own expense.

5.2. Until full payment of the sale price, the Buyer is not entitled to: **a)** use, incorporate into construction or modify in any way the Goods; **b)** assign or transfer to a third person the Goods, or offer them as collateral or dispose of them.

5.3. Failure of the Buyer to comply with the obligations under Art. 5.2. entitles the Seller to rescind the contract and claim damages in the amount of 0.1% of the total agreed price or maintenance of the contract with the Buyer's obligation to fully pay the sale price within 2 days plus interest in the amount of 0.1% of the total agreed price.

5.4. If the sale price is not paid on time or the contract has ceased for any other reason, FANUC - or its trustee - is entitled to: **a)** take possession of the Good by using any legal means; in this sense, FANUC - or its trustee - has the right to separate the product from any other object to which it is bound, or to remove it from the place where it is placed, without being liable to any damage it causes in the process; **b)** enter with the consent of the Buyer the property, building or space where the Good is in order to regain possession thereof.

The above circumstances do not affect any other claims or receivables FANUC has against the Buyer.

## 6. Prices

6.1. Unless otherwise expressly agreed, the price is set in Euro, and does not include the VAT or other applicable taxes, income taxes, duties, commissions, tariffs, import duties and permits. The Buyer has the obligation to pay all taxes, of any kind, resulting from the sale of the Goods. When the Seller is bound by law or regulations to collect such amounts, the Seller shall add the appropriate amounts to the sale price of the Goods.

6.2. The payment terms and conditions are those specified in the Offer, and may not be modified except with the express written consent of FANUC. Unless otherwise expressly stated, the Seller's prices are subject to price adjustments determined as a result of fluctuations in the price of raw materials or exchange rate. Unless otherwise agreed, the payment term is 15 days (The sale price must be paid no later than the 15th day, so that on this day the full amount shows in the FANUC account).

6.3. The Buyer must pay the Seller the price of the Goods and the value added tax at the established value (hereinafter referred to as the "Delivery Price") by bank transfer to the bank account specified in the invoice. Payment is considered to be made on the day of crediting the appropriate amount to the Seller's account. Promissory notes and cheques shall not be considered as payments until they are met and shall be accepted by the Buyer without any obligation for the Seller to make the presentation and protest in a timely manner.

6.4. Unless otherwise expressly agreed, the Price of Delivery must be paid before the shipment. Any discrepancies regarding the invoiced price must be notified by the Buyer to the Seller within 5 business days of receipt of the invoice.

6.5. The Buyer's delay in paying the Price of Delivery or any part thereof is considered as a breach of its contractual obligations. In this case, FANUC is entitled to default interest, the amount of which is equivalent to the Romanian banking benchmark for that month, namely ROBOR + 3% or has the right to withdraw partially or totally from the contract. Apart from this default interest, FANUC shall reserve all rights and consequences resulting from the contract or the legal rules.

6.6. The Seller is also entitled to terminate the Contract under the conditions of Art. 1276 of the Civil Code, by a written notice to the Buyer, with a notice period of [30] days. Following termination of the Contract, the Seller has the right to claim the return of the Goods delivered and the packaging and to be compensated for any damage incurred, including operational expenses; in such a case, the Seller shall also be entitled to demand the Buyer to pay the invoiced amount for Goods already shipped.

6.7. If the Buyer is late with any kind of payment obligation towards the Seller arising from any Contract, the Seller shall also be entitled - without denouncing the contract - to: **a)** demand the Buyer to pay a penalty amounting to 0.1% of the outstanding amount for each day of delay until full payment of the amounts owed by the Buyer; **b)** retain and/or postpone, until the date of payment, any deliveries of Goods to the Buyer, including those already confirmed by Seller, without incurring any liability under either the Contract and/or the law or under the authority of a legal theory, the Buyer irrevocably and unconditionally renouncing any right it may have in relation to the above. At any time of the delay, the Seller may decide to terminate the contract under the conditions of Art. 1276 of the Civil Code.

6.8. If, after the conclusion of the Contract, there are suspicions that the Buyer will not pay the Price of Delivery or any part thereof, the Seller shall be entitled to demand the Price of Delivery to be paid in full before the delivery of the goods. In this case, the Seller shall be entitled to suspend the delivery until the payment is made, without being liable to any penalties; this provision is also applicable to deliveries already confirmed by the Seller. In such a case, for Goods already delivered but not yet paid, the Seller shall have the right to terminate the Contract and claim the return of the Goods.

6.9. Payments made by the Buyer must first apply to the outstanding interest and penalties and only then to the principal amount, regardless of the destination or specification which the Buyer assigns to the respective payments. If the Buyer must pay more than one due amount, payments shall first apply to the outstanding interest and penalties of each due amount and only then to the oldest principal amount.

6.10. The Buyer is not entitled to unilaterally postpone the maturity of a payment obligation incumbent on the Buyer under a Sales Contract.

6.11. Without the prior written consent of the Seller, the Buyer is not entitled to withhold, assign or offset any claims against the Seller against the Seller's counterclaims arising from a Sales Contract, except with the written agreement of the Seller.

6.12. The Buyer is not entitled to exercise his right of retention on the Goods, the packaging or any other objects belonging to the Seller, or objects belonging to a third Party to be surrendered to the Seller.

6.13. Unless otherwise stated, published prices refer to the price of ex works in Echternach, Luxembourg.

6.14. Packaging and shipping costs shall be paid by the Buyer, the amount of which is included in the offer.

## **7. Warranty, Liability for Defective Products and Liability for Damage**

7.1. Unless otherwise expressly provided, the Seller provides a warranty for a period of 12 months from the date of delivery of the Goods (hereinafter referred to as the "Warranty Period") if the following conditions are met cumulatively: **a)** The Buyer notifies FANUC in writing of a defect other than those specified in Art. 7.5 of the Business Terms and Conditions before the expiration of the 12-month period referred to in the previous paragraph; **b)** The Buyer, within 14 days of notification of the defect, sends FANUC the Goods which it considers defective within the time limit specified at point a); **c)** The Seller decides that the defect in the Goods is solely attributable to its fault, defective raw material or a manufacturing defect; **d)** The Buyer paid the full price of the Goods delivered up to the date of the notice.

The Buyer shall be required to provide the time necessary for FANUC to remedy the defects within the Warranty Period. FANUC has the right to decide, at its option, whether to change or repair faulty parts.

7.2. The Warranty Period for Repaired or Replaced Goods shall not extend or replace the initial period.

7.3. The Seller is not liable for defects which the Buyer claims after the Warranty Period, even if it is proved that they occurred during the Warranty Period.

7.4. The Buyer is required to inform the Seller without delay of any hidden defects in the Goods in writing or by e-mail (hereinafter referred to as "Complaint"), but in no case later than 2 days after the discovery of the defect.

7.5. The Buyer is required to inspect the Goods as soon as possible after delivery to verify their compliance with the Contract, particularly if there are discrepancies in type, quantity or weight/length, and other visible defects, and make a Complaint related to any visible defects discovered during the inspection or any other discrepancies related to the type, quantity, within 2 calendar days from the date of delivery of the Goods at the agreed place of delivery. If the Buyer does not make a Complaint relating to apparent defects which may be discovered during a due diligence inspection (especially defects related to type or declared number/quantity) within 2 calendar days, the Buyer loses the right to raise claims of any kind against the Seller.

7.6. In the case of a Complaint regarding defective Goods, until settlement of the Complaint, the Goods must be appropriately stored at the Buyer's expense so as to avoid their degradation and separately from other Goods. Without the Seller's prior written consent, the Buyer may not handle the Goods in a way which would interfere with or impede the assessment of the alleged defect. Likewise, the Buyer may not process or use the Goods which are the subject of a Complaint or have been recognized as defective. Otherwise, the Seller shall not be liable to damages.

7.7. In the case of Complaints relating to the number/quantity of Goods delivered, the Buyer is required to provide the carrier's CMR consignment note.

7.8. In the case of Complaints relating to defective Goods, the Buyer is required to submit the photographic documentation of the Goods subject to the Complaint and the carrier's CMR consignment note.

7.9. If the Seller accepts the Buyer's Complaint, the Buyer is entitled, subject to the Seller's sole decision, at the Seller's sole discretion, to repair or replace the defective Goods, provided that the previous requirements are met. The defective Goods must be repaired or replaced within a reasonable time according to the circumstances. The Seller may not be required to indemnify the Buyer either for the costs of removing the Defective Goods from the place of installation or for the costs of installing or replacing them. The return of the Repaired Goods shall be done with the Seller's express consent.

7.10. Apart from the claims and remedies exclusively provided above, the Buyer is not entitled to make further claims related to damage caused by defective Goods.

7.11. The aggregate liability of the Seller for all claims and damages of any kind, either under the Contract or under the legal warranty or tort liability incurred by the Buyer as a result of the Seller's breach of its obligations, may not exceed 10% of the purchase price of the Goods, as provided in the Sale Agreement which stipulates the obligations breached by the Seller. The Seller shall only indemnify the Buyer for actual and proven damages.

7.12. The Seller is exempted from fulfilling the obligations in the event of force majeure, regardless of whether it affects the Seller or its suppliers. In such cases, the delivery time shall be extended by the duration of the event of force majeure plus a reasonable period of time required for the commencement of the performance of the obligation, without the Seller being liable to damages of any kind. The following events shall also be considered as force majeure: obstructed traffic, operational interruptions, delays in raw material delivery, strike, or other circumstances which the Seller could neither anticipate nor prevent, even while employing the same diligence as in its own business. If delivery is not possible for such reason, the Seller is exempted from performing the delivery within the indicated time, with the obligation to inform the Buyer. If the duration of the force majeure event exceeds 30 days, any Party of the Sales Contract may terminate the contract by notice to the other Party. In case of force majeure any claims are excluded.

7.13. The Seller's liability for defective or damaged goods shall not apply to defects and damages caused by normal wear and tear, failure to comply with the Seller's instructions, external causes or acts of third Parties without the Seller's fault, especially through Interventions on the Goods, improper or unprofessional storage, manipulation, installation, operation, maintenance, misuse or use for purposes other than those for which the Goods were designed, or other causes beyond the Seller's reasonable control.

7.14. FANUC has no warranty obligations if (i) changes, pre-maintenance or repairs are made by the Buyer or another firm; (ii) the lifespan of the Goods is shorter than the warranty period; (iii) the Buyer has made or permitted without FANUC approval any modification or repair of the Goods or the addition to the Good of an accessory or part not manufactured by or purchased from FANUC; (iv) product failure or malfunction was caused by the Buyer's Employees, Clients, contractors, through the non-regulatory or culpable use of the Product, or for any reason, beyond FANUC's control.

7.15. These warranty terms and conditions do not apply to products which work with or are part of the FANUC Goods. With respect to these Goods, FANUC does not assume any warranty. These products may benefit from the manufacturer's warranty (if any).

7.16. The Buyer shall be required to pay any claims or receivables of third Parties if the product has been sold, surrendered or transmitted in any way to a third person under a legal act or only in fact. If the third person raises claims against FANUC, the Buyer shall be required to respond fully and without delay to FANUC.

7.17. FANUC is not responsible for any loss, damage or expense due to any defect in the Goods. FANUC is relieved of liability for damages, expenses, and profit loss incurred by the Buyer or damage to a third Party. FANUC is relieved of liability for damage caused by the Goods.

7.18. The warranties and remedies provided above are the sole warranties of the Seller and the only remedies of the Buyer in the event of the Seller's breach of such warranties.

7.19. The warranty terms and conditions may be modified if FANUC and the Buyer agree to do so in writing.

7.20. Software products are subject to a 90-day warranty period after delivery.

## **8. Occupational Safety and Health (OSH) and Emergency Situations**

8.1 With regard to the field of occupational safety and health and emergency situations, each contracting Party must ensure the observance of the legal regulations on occupational safety and health, respectively emergency situations, regarding the activity and its own staff, refraining from transferring in any way these responsibilities to the other contracting Party.

8.2 Any work event or any emergency situation produced in the activity area shall be advised and researched by the company operating in that area, with the obligation of systematically informing the other Party on the conduct of the research. In case of work events or emergency situations in the common areas, the Parties have the obligation to immediately notify the bodies authorized by law of the occurrence of the event and to take the necessary measures not to modify the state of affairs resulting from the event, except when maintaining it would generate other events or endanger the lives of the workers.

8.3 All sanctions, fines and consequences resulting from the occurrence of the work event or emergency situation (fires, civil protection events) and which are applicable by the competent bodies due to non-observance of the legislation in the respective field, as well as of the contractual obligations, fall upon the company responsible for the event.

8.4 The Client shall provide the Seller's employees with general training on Occupational Safety and Health and Emergency Situations, as well as on Unit-Specific Issues, Internal Regulations, or any other PSI (Fire prevention and Firefighting) and Civil Protection Rules. Training shall be delivered at the unit entrance, with the Client undertaking to check the strict conduct of the training.

8.5 Execution of works by the Seller's staff within the Client's premises shall begin only after the delimitation and presentation of the area where these will be carried out, of access areas. The Client's Employees shall not be allowed to carry out their own activities in this area if these activities prevent the Seller's staff from carrying out their own activities.

8.6 In the event of a work accident or professional illness, this shall be communicated, registered and searched immediately in accordance with the legal provisions. Any such event shall be communicated as soon as possible to the other Party to the Convention. The Parties undertake joint action to establish the exact factual situation, the fault of the person(s) in the occurrence of the event. The Parties declare that they shall provide access to any information necessary to establish the factual situation.

8.7 The Client shall also provide environmental protection training, in accordance with regulations in force. The environmental protection training shall be delivered together with the training on occupational safety and health and emergency situations.

8.8 Non-fulfilment by the Client of the obligation to provide occupational safety and health training and/or on environmental protection training (if applicable) shall incur the Client's liability for all events resulting from non-compliance with OSH and SU (ES – Emergency Situations) standards.

## 9. Trademark and Copyright Limitations

9.1. The Buyer may not remove, modify or cover in any case the FANUC company name or any other trademark on the goods or products manufactured or sold by FANUC. It is forbidden to apply or specify any other trademark on goods manufactured or sold by FANUC.

9.2. Any sketches, specifications, drawings, technical data, product samples, datasheets, packaging, leaflets, and other similar items of FANUC are copyrighted and are the exclusive property of FANUC, no right or license may be transferred or surrendered (except for taking them into use for the transportation of FANUC products) if they are obvious or naturally understood.

## 10. Software

10.1. Any software product provided to the Buyer by FANUC remains the property of FANUC despite the fact that the Buyer or the end-user uses the software on the machines or equipment delivered in its production. The product or software may not be copied or transferred to another machine without the prior written consent of FANUC.

10.2. Any breach of this clause gives FANUC the right to damages in the amount of 5 times the market price of the respective software.

## 11. Documentation

11.1. FANUC provides the Buyer with the original documentation in English, where this is possible for FANUC given the nature of the goods. If there is a request from the Buyer for this purpose, FANUC may also provide the Buyer with documentation translated into other languages, provided that such costs are borne in full by the Buyer. In the event of a difference between the translated version and the original version (English), the provisions of the English version shall apply.

## 12. Miscellaneous

12.1. The unregulated issues in the Business Conditions shall be governed in each case by the legal rules in force in Romania at the time of the conclusion of the legal act or on the date of the legal act.

12.2. The electronic signing through the FANUC computerized system of a service report or any other document shall be considered legally valid by the User, respectively by the Buyer.

12.3. If any provision of the Business Terms and Conditions is void, this does not affect the validity of the other provisions of the Business Terms and Conditions. FANUC is not responsible for the performance of contractual obligations in cases of force majeure beyond the competence of the Parties.

12.4. All and any disputes arising in relation to the Sales Contract shall be settled by the competent court in Cluj-Napoca, the Buyer hereby waives any objection which may be raised on the ground of lack of competence, territorial competence or choice of court.

12.5. Unless otherwise expressly agreed, the Buyer is responsible for compliance with all laws and regulations regarding, without limitation, any export, import, transportation, storage and use of the Goods, if any. The Buyer is responsible for obtaining any necessary official approvals, including permits and licenses for the export and import of the Goods, if any.

12.6. Any notice required or allowed to be given by one Party to the other Party and all communications between the Parties in relation to the contract concluded shall be made in writing at the registered office of the other Party or at another address as it was communicated at that time by notice to the other Party, in accordance with the present provisions.

## **II. Terms and conditions for the provision of the “Hot Line” service by FANUC Automation Romania SRL**

1. If the contracting Parties agree separately (hereinafter: HOT LINE Agreement), FANUC shall provide telephone support to the Buyer by way of services named “HOT LINE”.
2. Under the HOT LINE services contract, for the period specified therein, FANUC shall provide technical, telephone support outside business hours (Monday to Friday from 17:00 to 08:00, on Saturdays and Sundays, respectively on all non-business days in Romania).
3. On the Buyer's side, only the persons who have successfully completed the FANUC course of operation and maintenance of the machine in question, or a valid maintenance contract with FANUC, may benefit from the “HOT LINE” services.

## **III. Terms and conditions for the provision of training course services by FANUC Automation Romania SRL**

1. FANUC Automation Romania SRL organizes adult training courses; according to the Parties' agreement (“Training courses Agreement”), FANUC undertakes to organize and provide for the Buyer’s employees participation in training courses.
2. FANUC declares that it possesses the specialized knowledge needed to conduct such courses.
3. The date and duration of the courses shall be communicated in advance in writing by FANUC to the Buyer. The condition for organizing the course is that the Buyer must order it in writing at least 14 days before the course start date. Cancelling attendance at the course or announcing a decrease in the number of participants on the side on the Buyer must be done no later than 14 days before the course start date. If the cancellation of course participation, i.e. the announcement of the decrease in the number of participants on the Buyer’s side, is done earlier than 14 days, FANUC shall invoice 60% of the course fee or the participation fee for withdrawn participants, the Buyer being required to pay these fees to FANUC. The course date may be changed at least 14 days before the course start date. Individuals participating in the course may be changed as required by the Buyer until the course start date.
4. FANUC shall conduct the course if there are at least 3 confirmed participants.
5. FANUC ensures the subject matter, respectively, if the course ends with an examination, the preparation and conduct of the examination.
6. FANUC undertakes to surrender the following to the Buyer, no later than the 5th business day after the course completion: **a)** attendance sheets (the attendance card contains the exact name of the course, the place and date of the course, as well as the name and signature of the trainer and of the attending trainees); **b)** certificates issued on behalf of course participants.
7. For the purpose of conducting the course, the following shall be provided by FANUC if the course is held outside of the Buyer's main office, place of business, secondary office, and by the Buyer if the course is held within the Buyer's main office, place of business, secondary office: **a)** a contact person with decision-making capacity on daily operational issues, and a space suitable for the course; **b)** the necessary technical infrastructure; **c)** complete information for course participants.
8. The course attendance fee shall be paid by the Buyer after the services have been delivered, based on the invoice issued by FANUC, within 15 days of issuing the invoice, by bank transfer. The invoice handed over by the Buyer to FANUC must include the following data: issue date, invoice number, name and address of the Supplier, name and address of the Buyer, name and amount of the services provided, date of execution, currency, total and unitary price (excluding VAT and discounts), applicable VAT rate and amount of VAT payable, FANUC’s and Buyer’s tax identification number, order number.

9. If the Buyer has not previously benefited from services from FANUC, the Buyer shall be required to pay the service fee for training courses prior to the provision of the services, based on the invoice issued in its name, by bank transfer.

10. The persons participating in the courses must be sound of mind and body. If these persons are under the influence of alcohol or otherwise unable to attend the courses, FANUC is entitled to refuse to deliver the course, in which case the Buyer is required to fully pay the value of the undelivered course.

#### **IV. Terms and conditions for the provision of maintenance and repair services by FANUC Automation Romania SRL**

1. If the contracting Parties have agreed so in a separate agreement, FANUC shall provide maintenance and/or repair services to the Buyer on the territory of Romania and the Republic of Moldova (in justified cases also in other European countries), during the generally accepted business hours. These maintenance and repair services refer exclusively to products manufactured by FANUC. The Parties agree that by generally accepted business hours they understand the period from Monday to Friday between 08:00 and 17:00, except for all national holidays in Romania.

2. If the Buyer requests repair services from FANUC, the Buyer has the obligation to communicate to FANUC all information related to the defect, as well as the technical details of the Goods together with photographic documentation. Following the analysis of the order and documentation, FANUC shall submit to the Buyer the work proposal, the estimated service life, and the estimated cost of the work.

The costs of replacement parts and equipment shall be borne separately by the Buyer.

The buyer must confirm the proposal within 2 days of receiving it.

3. For the performance of the repair and maintenance work, the Buyer is required to provide access and make available to FANUC all data, technical documents and memory savings of the defective Good. FANUC is relieved of liability for the quality of repair or maintenance work if the Buyer has not provided FANUC with all the information and documents relating to the Good.

4. The Parties agree that if the Buyer orders repair services for the first time, the Buyer has the obligation to pay in advance the entire estimated value of the services. If, upon completion of the works, the final price is higher or lower than the estimated price, the Buyer has the obligation to pay the price difference, respectively FANUC has the obligation to refund the difference, as the case may be.

5. Commencement of the repair works is conditional on FANUC receiving the Buyer's confirmation of the FANUC proposal.

6. FANUC undertakes to perform with the utmost diligence the maintenance or repair services specified in the separate agreement of the Parties (i.e. Order).

7. In order for FANUC to provide the above technical services, the Buyer undertakes to make available and provide access to all available tools, commercially available information which may be transmitted and which is necessary for the provision of temporary services to be executed by FANUC. For this purpose, the Buyer shall surrender to FANUC the working space in appropriate condition, and shall provide FANUC with all necessary special equipment, technical support for technical and construction works, technical explanations regarding the structure of production.

8. The Parties agree to draw up a worksheet for each maintenance or repair work. The worksheet shall indicate the current state of the repaired/maintained machine, the work description, the identification code and the number of parts used, the number of service and travel hours. The Buyer shall be required to authenticate the worksheet with the signature (electronic signature) of its official delegate.

9. The Buyer must provide FANUC with an employee in the technical field who shall surrender the working space to FANUC prior to the maintenance or repair services and shall receive the completed works and sign the completed worksheet.

10. The Parties agree that the worksheet must specify the date and time at which FANUC entered the Buyer's main office, place of business or secondary office, as well as the time and date of commencement and completion of maintenance or repair services, regardless of the time when the Buyer's technical employee actually surrendered the working space to FANUC.

11. The Buyer must inform FANUC in advance of the current work protection regulations at its main office, place of business or secondary office, as well as any other elements which might influence FANUC's activity.

12. The Buyer must provide FANUC technicians with free access to all required power sources (electricity, compressed air, etc.) during the maintenance or repair works.

13. In case of an extraordinary event (or whenever necessary), the Buyer is required to provide access to FANUC employees to all first aid equipment while they are in the Buyer's territory.

14. The Buyer must provide FANUC with the specific work safety equipment or special items of clothing stipulated by the Buyer, otherwise FANUC may refuse to carry out maintenance or repair work without being liable to damages. FANUC retains the right to refuse to carry out maintenance or repair work in case of improper or unregulated use of the products, or if it becomes aware that binding measures or provisions of the contract or offer are not complied with by the Buyer.

If FANUC takes notice of the above-mentioned in the course of the maintenance or repair works, FANUC may refuse to carry out any maintenance or repair work. In this case, FANUC shall be entitled to request the Buyer to pay the travel fee, which the Buyer will be required to pay.

15. The Buyer empowers FANUC's technical specialists to activate or disable FANUC equipment owned by the Buyer in relation to the maintenance or repair works. FANUC is relieved of liability in case of loss of information or other damages resulting from the activation or deactivation of such equipment. The Buyer declares that it understands this clause and expressly accepts it.

16. The Parties agree that during the maintenance and repair work, production stoppages and losses are considered to be natural effects of maintenance and repair works and are accepted as such by both Parties, including by the Buyer, thereby renouncing expressly the right to make claims of any nature to the other Party regarding such works, including, but not limited to the unrealized profit. The Buyer declares that it understands this clause and expressly accepts it.

17. The Parties agree that the frequency of maintenance work recommended by FANUC depends on the conditions of use, the intensity of operation and the production planning procedure.

18. Upon completion of the repair/maintenance work, the employee designated by the Buyer in accordance with point 9 shall receive the work done by FANUC and shall sign the completed worksheet in two copies, one for each Party. FANUC shall mention in the worksheet information on the outcome of the repair/maintenance work, as well as the condition of the Good and its control unit.

19. In relation to the intervention, maintenance or repair works, the Buyer has the right to submit written Complaints to FANUC within 5 business days of receipt of the work. Upon expiration of this period, the Buyer is deprived of the right to lodge Complaints or claims against FANUC.

20. Within 5 days of the completion of each maintenance or repair work, FANUC shall submit to the Buyer the related invoice together with the worksheets.

The Buyer has the obligation to pay the invoice within 15 calendar days from the date of the communication.

## **V. Protection of personal data**

1. FANUC and the Buyer shall comply with the applicable law on the protection of personal data.

2. During the performance of the Contract, provision of the HOT LINE services, training courses or maintenance and repair services, where the case, certain personal data, such as, first and last name, position, signature, telephone

number, electronic address of the employees or representatives of the Buyer, but also of other persons working under its control and / or supervision, (hereinafter to be referred to as „Data Subjects”) is disclosed to FANUC. The Buyer shall ensure that, in accordance with applicable law on the protection of personal data, has the right to process the personal data of the Data Subjects and that it is authorized to make these data available to FANUC for the purposes mentioned below.

3. FANUC processes the personal data of the Data Subjects, disclosed by the Buyer, to respond to and to analyze the Order, manage the Order, perform the Contract, provide the HOT LINE services, training courses or maintenance and repair services, where applicable. In such cases, personal data is processed based on the legitimate interest of conducting the contractual relationship with the Buyer.

4. Personal data disclosed by the Buyer may also be processed for other legitimate interests of FANUC, for the following purposes:

(i) the prevention, detection and investigation of crimes, including fraud and money laundering or the financing of terrorist acts, as well as the analysis and management of commercial risks;

(ii) in connection with any claims, actions or proceedings (including, but not limited to, drafting and reviewing documents, preparing the documentation required to conclude a transaction, obtaining legal advice and facilitating dispute resolution) and / or protecting or exercising our contractual and legal rights and obligations;

(iii) cooperation with public authorities and institutions, when such cooperation is not imposed on FANUC by a legal provision;

(iv) managing and preparing internal reports, request for information/answers or participating in surveys, as well as conducting research and/or analysis for statistical or other purposes, so as to choose the products we supply, understand our Clients' behavior, preferences and market trends and to review, develop and improve the quality of FANUC products.

5. In addition, FANUC processes personal data disclosed by the Buyer to fulfill the legal obligations incumbent upon FANUC as a contracting party (i.e. accounting or financial reporting).

6. Personal data may be disclosed by FANUC to third parties, including affiliated companies, subcontractors and/or commercial partners for facilitating the activities performed in relation to any of the purposes mentioned above. If the case, transfer of the personal data to the entities previously mentioned, including entities outside of the European Economic Area, shall be performed in compliance with all the legal applicable provisions, subject to appropriate safeguards and informing the Data Subjects, where the case.

7. FANUC shall store the personal data of the Data Subjects, disclosed by the Buyer, on paper as well as electronically, only for the period necessary to fulfill the purposes mentioned above. Furthermore, the Buyer understands and accepts that the personal data of the Data Subjects may also be necessary in order to answer to the Data Subjects requests or to solve certain problems and / or to comply with the applicable legal requirements. Therefore, the personal data of the Data Subjects could be stored by FANUC for a reasonable period of time since the last interaction, according to the Contract (usually 5 years, as required by the tax legislation or for compliance with the statute of limitation periods established by the civil or criminal law).

8. The Buyer shall comply with all legal and contractual provisions regarding the obligation to inform its employees and / or other persons working under their control and / or supervision on the processing of personal data of the Data Subjects by FANUC for the purpose of performing the Contract, to respond to and to analyze the Order, manage the Order, provide the HOT LINE services, training courses or maintenance and repair services, where applicable.

9. FANUC shall ensure the rights of the Data Subjects, in particular: (i) the right of access to personal data; (ii) the right to rectification; (iii) the right to erasure; (iv) the right to restriction of processing; (v) the right to data portability; (vi) the right to object to processing; (vii) the right to lodge a complaint with the supervisory authority. Except for the right to lodge a complaint with the supervisory authority, these rights shall be exercised by submitting a request to the following electronic address: [dataprotection@fanuc.eu](mailto:dataprotection@fanuc.eu)

10. For the avoidance of doubt, FANUC and the Buyer shall be individually responsible for the personal data of the Data Subjects that each party processes for the purposes mentioned above and also for ensuring the technical and organizational measures of adequate protection of the personal data in accordance with the applicable law on the protection of personal data.

#### **VI. Clauses regulated by art. 1203 of New Civil Code.**

The Buyer hereby agrees and accepts to be bound by the provisions of clause no. 1.4, no. 1.6., no. 2.2, no. 2.4., no. 2.6., no. 3.6., no. 3.7., no. 5.3., no. 5.4., no. 6.7., no. 7.11., no. 7.16., no. 7.17., no 12.4. and no. 3 from point IV included in these Business Terms and Conditions.