

United Robotics Terms and Conditions of Sale

- I. **General.** The terms and conditions contained herein, together with any additional or different terms contained in United Robotics' proposal, if any, submitted to purchaser (which Proposal shall control over these terms and conditions to the extent it contains any conflicting terms and conditions) constitute the entire agreement by United Robotics of Purchaser's order, or Purchaser's acceptance of United Robotics proposal is expressly limited to and conditioned upon purchaser's acceptance of these terms and conditions, which may not be changed or waived except in writing signed by both parties. Any additional, inconsistent, or different terms and conditions contained in purchaser's order or other documents supplied by purchaser are hereby expressly rejected. As used herein, the term "Purchaser" shall include the initial end user of the equipment and/or services provided.
- II. **Prices, Taxes, Customs, Duties and Warranty.** Unless otherwise specified in writing, all written quotations expire 30 days from the date thereof. Unless otherwise stated herein, service prices are based on normal business hours (8:00 a.m. until 5:00 p.m. Monday through Friday). Overtime and Saturday hours will be billed at 1.5 times the hourly rate; Sunday hours will be billed at 2 times the normal rate; holiday hours will be billed at 3 times the normal rate. Price does not include any Federal, State or Local property, license, privilege, sales, use, excise, gross receipts, or other like taxes which may now or hereafter be applicable to, measured by, or imposed upon or with respect to the transaction, the equipment, its sale, its value or its use, or any services performed in connection herewith. Purchaser agrees to pay or reimburse any such taxes which United Robotics or its suppliers are required to pay or collect. If Purchaser is exempt from the payment of any tax or holds a direct payment permit, Purchaser shall upon order placement, provide United Robotics a copy, acceptable to the relevant governmental authorities of any such certificate or permit. Prices herein include custom duties and other importation or exportation fees applicable to importation of the robot and related equipment or software into the United States and the rates thereof in effect on the date hereof. Any change in such duties, fees, or rates shall be the basis for a price adjustment in a change order. Any and all parts replacement, repairs, service calls, or warranty service, at any time, require a customer issued purchase order before dispatching of United Robotics personnel. If during the warranty period, the actions result in, or are deemed to be warranty, the issued purchase order will be cancelled and returned to the customer.
- III. **Payment.** Unless specified to the contrary in writing by United Robotics, payment terms are 30% down with acceptance of proposal and issuance of written purchase order. Payment equivalent to 60% of the purchase price is due prior to shipment of equipment to customer's facility, with 10% or the balance due net 30 after completion of installation payable in US Dollars. A fourth installment will be billed to cover expenses of travel, hotel, rental car and meals when installation is completed. If, in the judgment of United Robotics, the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, then United Robotics may require payment in advance. Payment shall be due upon the date that United Robotics is ready for shipment and shall be received by United Robotics before shipment takes place. Delay in making necessary payments shall delay delivery and rescheduled delivery date may not fall within quoted delivery time. Payment terms are net at the time of billing with the exception of the 10% or balance payment which is net 30 days. At any time if payment becomes delinquent, United Robotics will apply a late payment fee of 1 ½% of the outstanding payment balance per month. Payment of fee will become part of the outstanding receivable and will reflect as-such on the invoice. Non-payment, delinquent payment or refusal of payment and penalties will cause any and all work, either in-process or outstanding to be halted until payment is received in full. It will be the discretion of United Robotics to require payment in full of any outstanding balance should any payment become delinquent according to the terms and conditions contained herein.
- IV. **Changes.** Any changes requested by Purchaser affecting the ordered scope of work must be accompanied by an ECO, (Engineering Change Order) and accepted by United Robotics. The resulting adjustments to affected provisions including price, schedule, and guarantees, must be mutually agreed upon in writing prior to implementation of the change. United Robotics may, at its expense and sole discretion, make such changes in the Equipment or Services as it deems necessary to meet any performance guarantees provided for in the Proposal. If Purchaser refuses to approve any such changes, United Robotics shall be relieved of its obligations to meet such guarantees to the extent to which United Robotics may be affected by such refusal.
- V. **Delivery.** All equipment manufactured or assembled in the continental United States is delivered F.O.B. point of shipment. Equipment shipped from outside the continental United States is delivered F.O.B. port of entry. Where the delivery of equipment is delayed by the Purchaser or by Force Majeure, United Robotics may deliver the Equipment by moving it to storage for the account of and at risk of Purchaser. Shipping and delivery dates are contingent upon Purchaser's timely approvals and delivery by Purchaser of any documentation required for United Robotics performance hereunder.

- VI. **Risk of loss.** Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, risk of loss or damage shall pass to Purchaser and delivery shall be deemed to be complete upon delivery via common, or private carrier or upon moving into storage, whichever comes first, at the point of shipment.
- VII. **Title.** Except with respect to licensed software (for which title does not pass; use being licensed), title to the Equipment sold shall remain in United Robotics possession until fully paid for.
- VIII. **Limitation of liability.** In no event shall United Robotics, its suppliers or subcontractors be liable for special, indirect, incidental, or consequential damages, whether in contract, warranty, tort, negligence, strict liability, or otherwise, including, but not limited to, loss of profits or revenue, loss of use of the Equipment, facilities or services, downtime costs, delays, or claims of customers of the Purchaser or other third parties for such or other damages. United Robotics liability for any claim whether in contract, warranty, negligence, tort, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this contract or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction, inspection, operation, or use of any equipment covered by or furnished under this contract, or from any services rendered in connection therewith, shall in no case exceed one-half (½) of the purchase price allocable to the Equipment or part thereof or Services that gives rise to the claim.
- IX. **Force Majeure.** Neither party shall be liable for loss, damage, detention, or delay, nor be deemed to be in default from causes beyond its reasonable control including, but not limited to, acts of war (declared or undeclared) fire, weather delays, strike, government regulations, insurrection of riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers due to any of the foregoing enumerated cases.
- X. **Cancellation.** Any order or contract may be cancelled by Purchaser only upon prior written notice and payment of termination charges including, but not limited to, all costs identified to the contract or order incurred prior to the effective date of notice of termination and all expenses incurred by URI attributable to the termination, plus a fixed sum of 10% of the final total selling price to compensate for disruption in scheduling, planned production and other indirect cost.

Termination Charges:

0 – 30 days after receipt of order	50%
31 – 60 days	70%
61 – 90 days	90%
After shipment	100%

- XI. **Choice of Law and Venue.** This agreement shall be governed by the laws of the State of Arkansas. Any lawsuit arising under or related to the purchase or use of United Robotics equipment or this Agreement shall be brought in a court of appropriate jurisdiction in Washington County, Arkansas.
- XII. **Indemnification.** Each Party agrees to indemnify, defend and hold harmless the other and its affiliates and their respective officers, directors, employees and agents from and against, all claims, demands, damages, judgments, losses, penalties, liabilities, liens and expenses (including but not limited to costs of audit, investigation and settlement and attorneys' fees and costs), incurred by the other Party as a result of or relating to: (a) any personal injury or property damage (whether in tort, contract, warranty, or strict liability) caused, directly or indirectly, by the indemnitor or any employee or other agent of the indemnitor; (b) any act or omission by the indemnitor or any employee or agent of the indemnitor; (c) any breach of the representations, warranties or obligations contained in this Agreement or violation of law; or (d) any infringement or alleged infringement of any intellectual property rights or other proprietary rights; to the extent of and in proportion to each Party's share of responsibility or liability.

PURCHASER HEREBY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD THE SELLER HARMLESS FROM AND AGAINST ANY AND ALL INDEMNIFIABLE CLAIMS ARISING OUT OF, WITHOUT LIMITATION, BODILY INJURY (INCLUDING SICKNESS TO OR DEATH OF PERSONS AND LOSSES THEREFROM TO RELATIVES OR DEPENDENTS) TO ANY ONE OR MORE MEMBERS OF PURCHASER GROUP, AND/OR LOSS OR DESTRUCTION OF PROPERTY OR INTERESTS IN PROPERTY OF ANY ONE OR MORE OF THE PURCHASER GROUP, IN ANY MANNER INCIDENT TO, CONNECTED WITH, OR ARISING OUT OF THE PERFORMANCE OF THE WORK.

THIS OBLIGATION IS WITHOUT REGARD TO THE CAUSE OR CAUSES OF SUCH BODILY INJURY, DEATH, LOSS OF OR DAMAGE TO PROPERTY, AND INCLUDES, BUT IS NOT LIMITED TO, INDEMNIFIABLE CLAIMS RESULTING FROM ANY SOLE, CONCURRENT, OR COMPARATIVE NEGLIGENCE, STRICT LIABILITY OR OTHER ACT OR OMISSION OF THE

