



General terms and conditions of sale or quotation

1. PRICING. All price quotations for R2D Automation products ("Products") or engineering services ("Services") provided here valid for thirty (30) days unless otherwise noted.

2. PAYMENT. Unless otherwise agreed to in writing, payment terms are net thirty (30) days of invoice. R2D Automation may alter or suspend any credit whenever the payment history or financial condition of Buyer warrants such action. Overdue payments are subject to a 1.5% monthly interest rate. R2D Automation will retain ownership of the goods and retention of title to goods until full payment is received

3. TAXES AND DUTIES. Unless otherwise expressly agreed to in writing, prices for Products and/or Services (1) for sales to points within the European Union, shall include only those taxes, licenses, fees and custom duties, if any, to the extent made R2D Automation's responsibility pursuant to the incoterm governing the transaction; however, in all cases excluding VAT in its entirety, which will be passed on to Buyer; and (2) for sales to points outside the European Union, shall exclude all taxes, licenses, fees and custom duties, which are in addition to the quoted prices and shall be Buyer's responsibility, and any such cost incurred by R2D Automation will be passed on to Buyer.

4. FREIGHT AND SHIPMENTS. 4. FREIGHT AND SHIPMENTS. The terms of delivery of the products are DAP (place of destination agreed according to INCOTERM 2010) for goods shipped in FRANCE and/or to the EUROPEAN UNION for an amount exceeding 200 € of order and EXW (Ex works R2D AUTOMATION INCOTERM 2010) for goods shipped to a destination outside the EUROPEAN UNION. Any transport and delivery costs that may be paid by R2D AUTOMATION for an EXW sale in connection with shipments destined for the Purchaser will be passed on to the Purchaser. In the absence of special agreements, no penalties may be applied on the sale whose delivery is late due to R2D AUTOMATION unless it has caused real damage and has been found to be contradictory. Penalties may not be applied if the Purchaser has not notified the Seller, at the time of ordering, and confirmed at the time scheduled for delivery, of his intention to apply penalties. The R2D AUTOMATION seller is automatically released from any commitment relating to customer delivery times and is not held liable for delays in delivery or performance beyond its control, such as in the event of force majeure, requisition, fire, flood, tooling accidents, scrapping of major parts in progress, interruption or delay in transport or any other cause leading to total or partial unemployment for the seller or its suppliers. The seller shall keep the Customer informed, in a timely manner, of such cases or events. In the event of delay or failure, R2D AUTOMATION is entitled to extend the delivery time in proportion to the delay. R2D AUTOMATION reserves the right to cancel any order or to refuse or delay shipment if the Purchaser does not comply with the payment terms or if there is a material adverse change in the Purchaser's financial situation. The export of R2D AUTOMATION products or services outside FRANCE or the EUROPEAN UNION is subject to the latest export regulations of the Hérault Chamber of Commerce and Industry, to which the Purchaser is responsible for complying after the first shipment by R2D AUTOMATION. Risk of loss shall pass on delivery to the carrier.

5. ACCEPTANCE. Buyer shall attend to all acceptance procedures and programs as soon as possible but in event the Equipment is used in a commercial live situation there is deemed acceptance.

6. CANCELLATION OR SCHEDULE CHANGES. Buyer schedule changes made within thirty (30) days of scheduled Product shipment or commencement of Services are subject to a 5% rescheduling fee. Orders canceled by Buyer prior to the date scheduled for Product shipment or commencement of performance of Services will be subject to the following cancellation charges: 0-30 days before shipment/performance - 20% of order value; 31-60 days before shipment/performance - 10% of order value; 60+ days - 0. Orders or order line items for custom parts or products are non-cancelable.

7. SOFTWARE LICENSE. All R2D Automation software ("Software") is provided to Buyer under license only, and not by sale. Subject to Buyer's compliance with these Terms and Conditions, R2D Automation grants to Buyer a non-exclusive, non-transferable license to use and sub-license the Software object code, as supplied by R2D Automation, for use on or in conjunction with a single R2D Automation vision processor or other single hardware module capable of operating the Software. Except as may be required by applicable third party licenses or as expressly permitted by these Terms and Conditions, Buyer's reverse-engineering, de-compilation, or disassembling of any portion or version of the Software, or the attempting of any of the foregoing, or the aiding or abetting of others to do so, is strictly prohibited and Buyer hereby waives any rights under any applicable law with respect thereto. Buyer further acknowledges that the Software qualifies as original works and constitutes copyrighted material and that Buyer and/or its sub-licensees shall neither (i) make or distribute unauthorized copies of the Software, nor (ii) acquire any ownership rights in the Software. Except as expressly licensed to Buyer hereunder, all rights, title and interests to and in the Software and all extensions, enhancements and modifications thereof shall remain at all times with R2D Automation and any third party holding a valid interest in the Software. Buyer is expressly prohibited from using any portion or version of the Software with any other software or copyrighted work in such a way that any portion or version of the Software would be required by the license terms applicable to the other software or work to be (a) made available in source code form, (b) made available without charge or at minimal charge, (c) licensed for the creation of derivative works or (d) which would require R2D Automation or its licensors to grant any third party any rights or immunities under any intellectual property owned by or licensed to R2D Automation.

8. LIMITATION OF LIABILITY. R2D AUTOMATION SHALL ONLY BE LIABLE FOR DEATH AND/OR BODILY INJURY DIRECTLY RESULTING FROM THE USE OF ITS PRODUCTS, IN ACCORDANCE WITH MANDATORY LOCAL LAW. IN NO EVENT SHALL R2D AUTOMATION BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING IN ANY MANNER FROM THE SALE, LICENSE, LEASE, USE OR ANTICIPATED USE OF THE PRODUCTS OR SERVICES, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION OF SERVICE, LOSS OF BUSINESS, PROFITS, DATA AND/OR USE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. NOTWITHSTANDING THE FOREGOING, R2D AUTOMATION'S TOTAL CUMULATIVE LIABILITY UNDER THIS ORDER SHALL NOT EXCEED THE AMOUNT PAID BY BUYER FOR THE PARTICULAR PRODUCTS OR SERVICES INVOLVED.

9. SUITABILITY DISCLAIMER. The performance of the Products depends on a variety of parameters (such as illumination, calibration, and image quality) which are beyond the control of R2D Automation. R2D AUTOMATION MAKES NO CLAIM, REPRESENTATION OR WARRANTY CONCERNING THE PERFORMANCE OR SUITABILITY OF THE PRODUCTS FOR OR IN BUYER'S APPLICATION.

10. WARRANTY. R2D Automation warrants Product hardware of its manufacture to be free from defects in material and workmanship and its Product Software to operate in accordance with its documentation for a period of twelve (12) months from shipment, unless a different period is otherwise quoted in writing by R2D Automation. If a Product unit fails during the warranty period, the



original Buyer (no other parties which may have physical possession of the Product) shall notify R2D Automation and request a return authorization. The defective unit shall then be returned to R2D Automation's repair center by Buyer or its designate, freight prepaid, together with a failure report. It will either be repaired or replaced, at R2D Automation's option, and returned to Buyer or its designate, freight prepaid. R2D Automation is not responsible for providing a replacement unit during the repair period. The foregoing warranty shall not apply to defects resulting from (i) improper or inadequate maintenance by Buyer; (ii) Buyer-supplied equipment, hardware, software or interfacing; (iii) unauthorized modifications, misuse or accidents; (iv) operation outside of the environmental specifications of the Product; or (v) improper site preparation and maintenance. All Services shall be performed in professional manner, in conformity with industry standards. EXCEPT AS EXPRESSLY STATED HEREIN, ALL SOFTWARE IS PROVIDED "AS IS". THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. R2D AUTOMATION INDEMNIFICATION. R2D Automation shall indemnify and defend Buyer against any claim, suit, or proceeding brought against Buyer by a third party insofar as such claim, suit or proceeding is based upon an

assertion that any Product delivered hereunder infringes upon an EU patent or registered copyright, provided Buyer

(i) notifies R2D Automation promptly in writing as to any such claim, suit or proceeding, (ii) grants R2D Automation sole control over the defense and settlement thereof, and (iii) reasonably cooperates in response to a R2D Automation request for assistance. Should any Product become, or in R2D Automation's opinion be likely to become, the subject of a cause of action of infringement, R2D Automation may, at its sole discretion and expense, (a) obtain for Buyer the right to make continued use of such Product, (b) replace or modify such Product so that it is no longer infringing, or (c) request return of the Product and upon receipt thereof refund to Buyer the residual value thereof, calculated using straight line depreciation over a five (5) year useful life. R2D Automation shall have no liability if the alleged infringement is based upon (1) the manner of combination with non-R2D Automation products; (2) the inspection application or manner of use of the Product; (3) Buyer's use of any older version of Software when use of a newer R2D Automation revision would have avoided the infringement; (4) any modification made without R2D Automation's written approval; (5) any modification made by R2D Automation pursuant to Buyer's specific instructions; or (6) any intellectual property right owned by Buyer, any of its affiliates or any end user, or licensed by any of the foregoing from a third party. Notwithstanding the foregoing, in no event shall R2D Automation's liability to Buyer under this Section 10 exceed the amount paid by Buyer to R2D Automation for any allegedly infringing Product. THIS SECTION 10 STATES BUYER'S SOLE AND EXCLUSIVE REMEDY AND R2D AUTOMATION'S ENTIRE LIABILITY TO BUYER FOR THIRD PARTY INFRINGEMENT CLAIMS.

12. PRECEDENCE. In the absence of a separate, duly executed agreement between R2D Automation and Buyer, BUYER'S PURCHASE OF R2D AUTOMATION PRODUCTS HEREUNDER REPRESENTS ACCEPTANCE OF THE TERMS AND CONDITIONS HEREIN, WHICH CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDE ANY PRIOR OR CONTEMPORANEOUS COMMUNICATIONS, REPRESENTATIONS, UNDERSTANDINGS OR AGREEMENTS BY EITHER PARTY, WHETHER VERBAL OR WRITTEN, CONCERNING THE SUBJECT MATTER HEREOF. The Terms and Conditions contained herein take precedence over Buyer's additional or different terms and conditions, to which notice of objection is hereby given. R2D Automation's performance or delivery shall not be construed as acceptance of Buyer's additional or different terms. No modification to the Terms and Conditions herein shall be valid or binding unless in writing and signed by authorized representatives of both parties.

13. WAIVER. No failure to exercise, delay in exercising or course of dealing under these Terms and Conditions shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under these Terms and Conditions preclude any further exercise thereof, or the exercise of any other right, power or privilege.

14. ASSIGNMENT. Any order subject to these Terms and Conditions may not be assigned by Buyer without prior written consent from a duly authorized representative of R2D Automation.

15. SURVIVAL. The completion or termination of any order governed by these Terms and Conditions shall not prejudice any rights or relieve any obligations that have arisen on or before the date of such completion or termination. Any provision herein that by its very nature or context is intended to survive order completion or termination, including but not limited to provisions concerning payment of outstanding amounts, indemnities and limitations of liabilities, shall so survive.

16. DATA PRIVACY. R2D Automation will take all necessary steps to comply with any applicable data privacy laws when handling any personal data which Buyer may provide. R2D Automation's data privacy policy is available at www.R2D-automation.com, is fully incorporated herein and hereby, and forms an integral part of these Terms and Conditions.

17. MISCELLANEOUS. The illegality or unenforceability of any provision herein shall not affect the validity and enforceability of any other legal and enforceable provisions hereof unless such illegality or unenforceability destroys the underlying business purpose of the affected transaction. Except as prohibited by bankruptcy laws, in the event of Buyer's insolvency, inability to pay debts due, or voluntary or involuntary bankruptcy proceeding by or against Buyer, or appointment of a receiver or assignee for the benefit of Buyer's creditors, R2D Automation may elect to cancel any unfulfilled obligations to Buyer hereunder. R2D Automation shall have all rights and remedies of a secured creditor under the Uniform Commercial Code (UCC). This order and these Terms and Conditions shall constitute the security agreement required by the UCC of the appropriate state. Buyer grants R2D Automation full authority to execute and file on Buyer's behalf such financing statements necessary for R2D Automation to perfect R2D Automation's security interest. Any dispute regarding these terms and Conditions or relating in any manner to the Products or Services sold hereunder shall be governed by the laws for the International Sale of Goods, and subject to the exclusive jurisdiction of its courts. Notwithstanding the foregoing, R2D Automation may, without limiting its other rights and remedies, be entitled to seek equitable relief, including but not limited to injunctive relief, in any court of competent jurisdiction.