



UNIVERSAL ROBOTS A/S TERMS AND CONDITIONS FOR ONLINE QUOTE REQUESTS AND SALES

Universal Robots A/S ("**Universal Robots**" or "**we**") operates the www.universal-robots.com website (the "**Site**"), where a customer ("**Customer**" or "**you**") can request a quote of the Universal Robots products ("**Products**") sold by Universal Robots through its authorized third-party distributors ("**Distributors**"). Universal Robots provides the Site and offers its Products subject to the following terms and conditions. These Terms and Conditions for Online Quote Requests and Sales (the "**Conditions**") form a legally binding contract between Customers and Universal Robots in relation to Customers' use of the Site and the purchase of Products through the Site. By accessing or using the Site or clicking a button or checking a box marked "I Agree" or similar, you signify that you have read, understood, and agree to be bound by these Conditions. Universal Robots reserves the right to modify the Site and the Conditions at any time, without notice. If you are not in agreement with the Conditions set forth herein, please do not use the Site for your purchase of our Products. Rather, you may reach out to a Distributor directly.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THESE TERMS CONTAIN A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

Website Use; Eligibility

This is a contract between you and Universal Robots. You must read and agree to these terms before using the Universal Robots Site. If you do not agree, you may not use the Site. You may use the Site only if you can form a binding contract with Universal Robots, and only in compliance with these Conditions and all applicable local, state, national, and international laws, rules and regulations. Any use or access to the Site by anyone under 13 is strictly prohibited and in violation of these Conditions. The Site is not available to any Customers previously removed from the Site by Universal Robots.

Product Listing

Universal Robots attempts to ensure the accuracy of our Product listings, including but not limited to item descriptions, pictures, compatibility references, specifications, pricing, and any other Product-related information included or referenced on the Site. Despite those efforts, we cannot guarantee that all Product listings will be entirely accurate, complete, or current. Accordingly, Universal Robots assumes no responsibility for any content or material displayed on the Site.

Third Party Links

The Site may contain links to third-party materials that are not owned or controlled by Universal Robots. Universal Robots does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third-party website or service from the Site, you do so at your own risk, and you understand that these Conditions and Universal Robots' Privacy Policy located at <https://www.universal-robots.com/about-universal-robots/privacy-policy/> do not apply to your use of such sites. You expressly release Universal Robots from any and all liability arising from your use of any third-party website, service, or content. Additionally, your dealings with or participation in promotions of advertisers found on the Site, and any other terms (such as warranties) are solely between you and such advertisers. You agree that Universal Robots shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

Quote Request and Subsequent Purchase

By accepting delivery of any Product purchased via the quote request function on the Site, Customer agrees to be bound by these Conditions and by any terms and conditions relating to the sale of Products by the assigned Distributor. In the event of any conflict or inconsistency between these Conditions and the terms and conditions from the assigned Distributor, the terms and conditions of the assigned Distributor shall prevail. The assigned



Distributor will be the official “seller of record” for all online sales through the Site. Your receipt of a quote request does not constitute acceptance of your order. Universal Robots will be acting as a platform provider only and will not be a party to the purchase and sale transaction occurring between the Distributor and the Customer.

Pricing, Shipping Fees & Taxes

All prices indicated on our Site are listed in American Dollars (“**USD**”) and may vary or change, without notice. The prices indicated are manufacturer’s suggested retail price (“**MSRP**”) and do not include applicable taxes, shipping, and handling fees. If a typographical error in the listed MSRP should occur, we reserve the right to either honor that price, or to suspend the order and inform you of the reason for such an error.

Your assigned Distributor will provide you with final pricing, including product pricing, additional services pricing, taxes and shipping and handling fees. Distributors may ship everywhere in the United States.

Delivery and Risk of Loss

Shipping and delivery shall be provided by the assigned Distributor. Universal Robots shall have no liability regarding shipping and delivery. Unless otherwise set forth in the terms and conditions from the assigned Distributor, risk of loss and title for items quoted and purchased through the Site shall pass from Distributor to Customer upon receipt of the Products by Customer.

Cancellation of an Order

A Customer may cancel Product orders that have not already been shipped by the assigned Distributor by contacting the Distributor within twenty-four (24) hours after receipt of order confirmation. The assigned Distributor will verify the status of your order and validate if it is cancellable and subject to any fees.

Making a Product Warranty Claim

The assigned Distributor will warrant the Product in accordance with our standard warranty. If you wish to make a warranty claim, please contact your assigned Distributor directly and they will advise you of the process involved in making a claim. We will provide customer service support during normal business hours.

Disclaimer

Except for the warranties expressly provided herein, all other guarantees, warranties, conditions or representations, either expressed or implied, whether arising under statute, common law, and commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are excluded and hereby specifically disclaimed. Universal Robots has made no express warranties except as provided herein, and no oral or written information or advice given by Universal Robots, its agents, or employees shall create a warranty of any kind or in any way increase the scope of the Universal Robots standard warranty.

California Residents

The provider of services is set forth herein. If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

Intellectual Property

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You may choose to, or we may invite you to submit comments or ideas about the Site, including without limitation comments or ideas about how to improve the Site or our products (“**Ideas**”). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Universal Robots under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Universal Robots does not waive any rights to use similar or related ideas previously known to Universal Robots, or developed by its employees, or obtained from sources other than you.

Products. Subject to the pre-existing rights of third parties, all intellectual property rights in the Products shall vest in and be the exclusive property of Universal Robots. No right or license is granted to Customer in respect of the existing or future intellectual property rights of Universal Robots, except the right to use the Products, or resell the Products, Customer will not without Universal Robots’ prior written consent allow any trademarks of Universal Robots or other words, brands, logos, or distinctive business marks applied to the Products to be obliterated, obscured, or omitted nor add any additional marks or words. Customer shall not cause or permit the reverse-engineering, disassembly, or decompilation of the Products, except to the extent permitted by mandatory law.

Privacy

Universal Robots takes processing of personal data seriously. By using the Site you acknowledge and understand that your personal information will be collected, used, and disclosed as set forth in our Privacy Policy which can be located at: <https://www.universal-robots.com/about-universal-robots/privacy-policy/>. You also understand that your personal information will be collected, used, transferred to, and processed in the United States or any other country in which Universal Robots or its parent, subsidiaries, affiliates, or service providers maintain facilities.

No Warranty for the Site

THE SITE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. USE OF THE SITE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM UNIVERSAL ROBOTS OR THROUGH THE SITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, UNIVERSAL ROBOTS, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE, OR CORRECT; THAT THE SITE WILL MEET YOUR REQUIREMENTS; THAT THE SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SITE.

UNIVERSAL ROBOTS DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SITE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND UNIVERSAL ROBOTS WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.



FEDERAL LAW, SOME STATES, PROVINCES, AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS AND EXCLUSIONS UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

Limitation of Liability

OTHER THAN ANY LIABILITY OF UNIVERSAL ROBOTS WHICH WOULD BE ILLEGAL FOR UNIVERSAL ROBOTS TO EXCLUDE OR LIMIT OR TO ATTEMPT TO EXCLUDE OR LIMIT, AND WITHOUT PREJUDICE TO THE OTHER PROVISIONS IN THESE CONDITIONS, IN NO EVENT SHALL UNIVERSAL ROBOTS, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THIS SITE. UNDER NO CIRCUMSTANCES WILL UNIVERSAL ROBOTS BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SITE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNIVERSAL ROBOTS ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL UNIVERSAL ROBOTS, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, DISTRIBUTORS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES, OR COSTS IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE PRODUCTS SOLD THROUGH THE SITE.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF UNIVERSAL ROBOTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

Indemnity

You agree to defend, indemnify and hold harmless Universal Robots and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Site, including any data or content transmitted or received by you; (ii) your violation of any term of these Conditions, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy or intellectual property rights; (iv) your violation of any applicable law, rule or regulation; (v) any content that is submitted by you including without limitation misleading, false, or inaccurate information; or (vi) your willful misconduct.



Governing Law and Jurisdiction

By using the Site, you agree that the laws of the State of New York, without regard to principles of conflict of laws, will govern these Conditions and any disputes that might arise between you and Universal Robots. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Conditions.

Arbitration

READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM UNIVERSAL ROBOTS. For any dispute with Universal Robots, you agree to first contact us at legal@universal-robots.com and attempt to resolve the dispute with us informally. In the unlikely event that Universal Robots has not been able to resolve a dispute it has with you after sixty (60) days, Universal Robots and Customer agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to these Conditions, or the breach or alleged breach thereof (collectively, "**Claims**"), by binding arbitration by the International Court of Arbitration of the International Chamber of Commerce and shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with the said Rules. The place of arbitration shall be New York, New York. The arbitration shall be conducted in the English language. If you are an individual using the Site for non-commercial purposes: (i) the International Court of Arbitration of the International Chamber of Commerce may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver (as may be available); (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing Universal Robots from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, intellectual property rights or other proprietary rights.

Export Compliance

Universal Robots and its Distributors are committed to compliance with all applicable governments export regulations and laws and will not sell or ship to countries, organizations, or individuals in violation of applicable government regulation. If Customer exports the Products purchased through the Site to another country, Customer is solely responsible for (a) obtaining all licenses, permits and other authorizations and paying for all duties, tariffs and other taxes, and (b) complying with all laws governing the export and import of the Products. If Customer transfers the Products purchased through the Site to another company or individual, Customer is solely responsible for compliance with all applicable laws.

Force Majeure

In no event shall Universal Robots be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by reasons, events, or other matters beyond its reasonable control.

Notification Procedures and Changes to these Terms

Universal Robots may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our Site, as determined by Universal Robots in our sole discretion. Universal Robots reserves the right to determine the form and means of providing notifications to our Customer, provided that you may opt out of certain means of notification as described in these Conditions. Universal Robots is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. Universal Robots may, in its sole discretion, modify or update these Conditions from



time to time, and so you should review this page periodically. When we change these Conditions in a material manner, we will update the 'last modified' date at the bottom of this page and notify you that material changes have been made to these Conditions. Your continued use of the Site after any such change constitutes your acceptance of the updated version of the Conditions. If you do not agree to any of these terms or any future version of the Conditions, do not use or access (or continue to access) the Site.

Severability

If any provision contained in these Conditions is or becomes invalid, illegal, or unenforceable in whole or in part, such invalidity, illegality, or unenforceability shall not affect the remaining provisions and portions hereof, and the invalid, illegal, or unenforceable provision shall be deemed modified so as to have the most similar result that is valid and enforceable under applicable New York law.

Entire Agreement

These Conditions, together with Universal Robots' confirmation regarding the quote request submitted by Customer, sets forth and constitutes the entire agreement between Customer and Universal Robots with respect to the subject matter hereof, and shall supersede any and all promises and representations made by one party to the other concerning such subject matter and the terms applicable thereto.

No Waiver

No waiver of any term of these Conditions shall be deemed a further or continuing waiver of such term or any other term, and Universal Robots' failure to assert any right or provision under these Conditions shall not constitute a waiver of such right or provision.

Contact

Please contact us at legal@universal-robots.com with any questions regarding these Conditions.

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