



General Terms and Conditions

Blackbird Robotics (Shanghai) Co., Ltd.'s offerings and contracts to supply products are subject exclusively to the following conditions.

Customers' general and other terms and conditions that may conflict with these Blackbird Robotics (Shanghai) Co., Ltd. general terms and conditions or with specific terms and conditions of a Blackbird Robotics (Shanghai) Co., Ltd. offering, or that contain supplementary provisions, are only valid if and to the extent that Blackbird Robotics (Shanghai) Co., Ltd. expressly acknowledges them in writing. Acceptance of a delivery from Blackbird Robotics (Shanghai) Co., Ltd. or passivity with respect to the following general terms and conditions shall be construed as acceptance on the part of the customer.

§ 1 Offers and Acceptance

1. A contract with the customer is created only upon issuance of a written order confirmation or upon a customer-initiated delivery by Blackbird Robotics (Shanghai) Co., Ltd. Preliminary declarations of the customer, particularly confirmation notes, are to be regarded merely as offers to conclude a contract, which requires a written order confirmation or a corresponding customer-initiated delivery from Blackbird Robotics (Shanghai) Co., Ltd.
2. Unless otherwise agreed in writing, all offerings, related patterns, samples, documentation such as illustrations, drawings and weight data, price lists and other commercial documentation from Blackbird Robotics (Shanghai) Co., Ltd. are subject to change and non-binding. In the context of concluding an eventual contract, a product's quality is exclusively defined in the written order confirmation's descriptions.
3. Products are subject to prior sale.
4. Blackbird Robotics (Shanghai) Co., Ltd. reserves the right to modify contractual products – without specific notification of customers – to reflect technological improvements. Unless otherwise agreed, Blackbird Robotics (Shanghai) Co., Ltd. retains the ownership and copyrights of its price quotes, drawings and other documentation. These must not be made accessible to third parties. Drawings and other offering-related documentation must be promptly returned upon request by Blackbird Robotics (Shanghai) Co., Ltd.

§ 2 Prices

1. Unless otherwise agreed in writing, all prices are net factory Garching/Germany, exclusive of packaging, other incidental costs and sales taxes.
2. Prices apply to the offering's described scope and are subject to change based on determined current costs. If fixed prices have not been agreed and billing is to be on the basis of incurred material and labor costs, then the customer bears related increased costs of material, labor, shipping, import duties etc. Firm prices require a specific written agreement.

§ 3 Payment Conditions, Setoff and Retention Rights

1. Unless otherwise agreed in writing, net payment without discount is to be rendered within thirty days of the invoice date.
2. Unless otherwise agreed in writing, overdue payments are subject to an arrears surcharge of 8 percentage points above the current base lending rate.
3. Adherence to contractually agreed delivery dates is particularly dependent on the customer's fulfillment of contractually agreed cooperative or preliminary requirements as well as other contractual duties. If the customer defaults on their contractually agreed cooperative or preliminary requirements and other contractual duties, particularly payment obligations from preceding contractual relationships, Blackbird Robotics

(Shanghai) Co., Ltd. may exercise its right to affect a lien, demand immediate payment of all debt of the entire customer relationship and/or demand appropriate collateral. In the event of substantial degradation of the customer's financial position, Blackbird Robotics (Shanghai) Co., Ltd. may impose prepayment or appropriate collateral requirements as a precondition to supplying future products and services.

4. Set-offs of claims or withholding by the customer is only permissible in the case of undisputed or legally adjudicated counterclaims.

§ 4 Delivery

1. Deadlines specified by Blackbird Robotics (Shanghai) Co., Ltd., particularly delivery dates, are only binding when expressly defined in the contract concluded with the customer as per § 1. The lapse of a binding deadline entitles the customer to exercise their legal rights – subject to the relevant restrictions in these general terms and conditions – but only after unproductive expiration of an appropriate customer-determined remedial deadline.
2. Contractually agreed delivery and performance deadlines are subject to appropriate extension in the event of force majeure and all other obstacles over which Blackbird Robotics (Shanghai) Co., Ltd. has no control and which significantly impair Blackbird Robotics (Shanghai) Co., Ltd.'s performance of contractual duties.
3. If shipment of a product is delayed at the customer's request, Blackbird Robotics (Shanghai) Co., Ltd. may, upon indicated ability to ship, bill the customer for incurred warehousing costs – in the case of storage at Blackbird Robotics (Shanghai) Co., Ltd. at least 0.5% of the invoice value for each initiated four-week time period.
4. Blackbird Robotics (Shanghai) Co., Ltd. is entitled to execute partial deliveries if they are usable by the customer within the scope of the contractual intended use, if delivery of the remaining goods is secured and if the customer isn't thereby burdened with major additional effort and costs (unless Blackbird Robotics (Shanghai) Co., Ltd. declares itself ready to assume said costs).

§ 5 Transfer of Risk

1. At the latest, risk is transferred to the customer upon dispatch of the products via Blackbird Robotics (Shanghai) Co., Ltd. This also includes partial deliveries and undertaking of additional services (e.g. consignment, delivery or assembly), as well as the case of supplementary fulfillment by Blackbird Robotics (Shanghai) Co., Ltd. – regardless of whether consignment is performed by Blackbird Robotics (Shanghai) Co., Ltd. itself or outsourced to or actuated via third parties.
2. If dispatch is delayed due to circumstances over which Blackbird Robotics (Shanghai) Co., Ltd. has no control, or at the request of the customer, transfer of risk occurs on the day of indicated ability to ship.
3. Without restricting warranty rights as per § 10, delivered contractual products are to be accepted by the customer, even if they exhibit non-substantial defects.
4. Unless otherwise agreed in writing, Blackbird Robotics (Shanghai) Co., Ltd. insures shipments against theft, breakage, transport, fire and water damage or other similar risks only when explicitly requested in writing by the customer, who thereby bears the costs.

§ 6 Customer-Commissioned Manufacturing, Exemption

1. For products manufactured in accordance with the customer's drawings, samples and other directives, Blackbird Robotics

- (Shanghai) Co., Ltd. assumes no warranty obligations or liability with respect to the product's functionality or other deficiencies, insofar as they are related to the customer's directives or are otherwise not attributable to Blackbird Robotics (Shanghai) Co., Ltd.
- The customer releases Blackbird Robotics (Shanghai) Co., Ltd. of all third-party claims related to damages caused by the product, insofar as they are related to the customer's drawings, samples and other directives or other circumstances for which the customer bears responsibility. This also applies to claims arising from product liability.
 - The customer assures to Blackbird Robotics (Shanghai) Co., Ltd. that product parts manufactured and delivered in accordance with the customer's directives do not infringe upon third-party intellectual property rights. In the event of enforcement of a third-party intellectual property claim, Blackbird Robotics (Shanghai) Co., Ltd. is entitled, after hearing the customer, to withdraw from the contract. Irrespective of other statutory or contractual rights, the customer is obligated to compensate Blackbird Robotics (Shanghai) Co., Ltd. for damages and costs resulting from the enforcement of such third-party intellectual property claims. In the event of withdrawal, Blackbird Robotics (Shanghai) Co., Ltd. is to be compensated for its hitherto furnished product services.

§ 7 Supplies On Behalf of Customers

- If parts, materials and other items are furnished by the customer in the scope of contractual fulfillment (hereafter "supplies"), the customer shall be responsible for functionality and fitness of purpose. Unless otherwise agreed in writing, Blackbird Robotics (Shanghai) Co., Ltd. will not execute warehouse receiving checks or fitness tests.
- If the customer's supplies for the product are ineffectual or inappropriate and this is not obvious to Blackbird Robotics (Shanghai) Co., Ltd., then the customer has no related warranty or liability claims against Blackbird Robotics (Shanghai) Co., Ltd.
- Irrespective of other statutory rights, the customer shall compensate Blackbird Robotics (Shanghai) Co., Ltd. for losses and additional costs associated with ineffectual or inappropriate supplies.

§ 8 Reservation of Ownership

- Blackbird Robotics (Shanghai) Co., Ltd. reserves the right of ownership of delivered products as well as items and rights pursuant to § 8 (hereafter "provisional merchandise") until receipt of the contractually agreed payments owed to Blackbird Robotics (Shanghai) Co., Ltd. resulting from the underlying contract and all preceding contractual relationships with the customer for similar products and including legal claims.
- The customer retains the provisional merchandise without cost to Blackbird Robotics (Shanghai) Co., Ltd. Blackbird Robotics (Shanghai) Co., Ltd. is entitled, at the customer's expense, to insure provisional merchandise against theft, breakage, fire, water and other damage, insofar as the customer has not verifiably obtained insurance and notified Blackbird Robotics (Shanghai) Co., Ltd. thereof.
- The customer may not bond or collateralize provisional merchandise. The resale, processing, mixing or linkage of provisional merchandise is only permitted in the normal course of business.
- In the case of linkage or mixing of provisional merchandise with objects of the customer, Blackbird Robotics (Shanghai) Co., Ltd. acquires co-ownership of the resulting overall product or item proportional to the ratio of the provisional merchandise's collateral value to the value of the resulting overall new product or item insofar as the resulting overall product or item is owned by the customer. In the event of processing or transformation of provisional merchandise, Blackbird Robotics (Shanghai) Co., Ltd.'s right of ownership of the provisional merchandise does not cease – instead, the legal consequences of the abovementioned section also apply to the creation of new products or items. Standardized or new products or items for which Blackbird Robotics (Shanghai) Co., Ltd. acquires co-ownership in accordance with this clause's above-mentioned regulations are also provisional merchandise as per the regulations of § 8.

- Without prejudice to Blackbird Robotics (Shanghai) Co., Ltd.'s other claims, if Blackbird Robotics (Shanghai) Co., Ltd. withdraws from the contract due to customer breach of contract, particularly due to default of payment, then Blackbird Robotics (Shanghai) Co., Ltd. is entitled – at the customer's expense – to repossess the provisional merchandise and/or to demand reassignment of the customer's potential claim of surrender against third parties and/or to demand compensation from the customer.
- To the extent entitled to Blackbird Robotics (Shanghai) Co., Ltd. under clause 5, the customer grants to it and its designees the irrevocable right to enter the customer's premises during normal business hours, if necessary with motor vehicles, for the purpose of retrieval.
- The customer has to inform Blackbird Robotics (Shanghai) Co., Ltd. immediately in writing in the event of garnishment, seizure or attachment measures via third parties. The customer shall bear the costs associated with assertion and enforcement of Blackbird Robotics (Shanghai) Co., Ltd.'s claims with respect to the provisional merchandise.
- Insofar as the existing collateral exceeds by 20 percent or more the claims of Blackbird Robotics (Shanghai) Co., Ltd. against the customer on the basis of the underlying contract and all preceding contractual relationships between Blackbird Robotics (Shanghai) Co., Ltd. and the customer for similar products, the customer is entitled to demand from Blackbird Robotics (Shanghai) Co., Ltd. the release of corresponding collateral to be chosen by Blackbird Robotics (Shanghai) Co., Ltd.

§ 9 Exclusion from Assignment

Assignment to third parties of the customer's claims against Blackbird Robotics (Shanghai) Co., Ltd., including all warranty claims, is prohibited.

§ 10 Warranty

- The object of the agreement is exclusively the Blackbird Robotics (Shanghai) Co., Ltd. product with the properties and characteristics and intended uses as per individual contractual agreements and the supplied product description accompanying the individual contract with the customer.
- Other or supplementary properties and/or characteristics and/or supplementary intended uses are considered agreed upon only if expressly confirmed in writing by Blackbird Robotics (Shanghai) Co., Ltd.
- Warranty service is performed free of charge and in a manner determined by Blackbird Robotics (Shanghai) Co., Ltd. If the warranty service is ultimately unsuccessful within an appropriate remedial deadline, the customer is then entitled to demand a proportional reduction in the purchase price (abatement) or withdrawal from the contract. In the event of warranty servicing of sold and delivered products, replaced components automatically become the property of Blackbird Robotics (Shanghai) Co., Ltd. and the contractual parties already agree to such upon conclusion of the contract.
- The scope of the warranty is limited to the repair or replacement of products delivered by Blackbird Robotics (Shanghai) Co., Ltd. Blackbird Robotics (Shanghai) Co., Ltd. is entitled to decline all remedial measures if associated with unreasonable costs or when otherwise not possible.
- The warranty period is one year and commences upon delivery to the customer or to an alternate customer-specified delivery addressee; if an acceptance is required, then it begins upon acceptance. In case of the customer's default of acceptance, the warranty period shall commence three months after delivery, if there is no earlier commencement date agreed. The same correspondingly applies in the event of a product replacement.
- The warranty does not apply to products designated as used.
- The warranty is voided in the following cases:
 - The product was damaged by improper handling / improper use
 - In case of changes to or manipulations on the product
 - For damages caused by improper laser output (e.g. focused beam on optical surfaces) or incorrect adjustment
 - For damage to optical components (mirrors, lenses etc.) caused by improper handling or cleaning
 - For consequential damages

- When warranty seals applied to the product are broken
 - For repairs to the product completed without our knowledge
8. The warranty does not apply if conspicuous defects are not promptly claimed in writing and accompanied by the invoice number and a test or defect report.
 9. Deficient contractual products are to be shipped freight prepaid to Blackbird Robotics (Shanghai) Co., Ltd. upon receipt of written authorization from Blackbird Robotics (Shanghai) Co., Ltd.
 10. Within the scope of contracts concluded between Blackbird Robotics (Shanghai) Co., Ltd. and customers in which contractual products are expressly characterized as experimental or developmental, Blackbird Robotics (Shanghai) Co., Ltd. shall provide no warranty of any kind.

§ 11 Limited Liability, Termination

1. Unless otherwise stated in the following provisions, liability on the part of Blackbird Robotics (Shanghai) Co., Ltd. is excluded.
2. Blackbird Robotics (Shanghai) Co., Ltd.'s liability to the customer under these general terms and conditions and the respective contract with customers shall be limited by the sales value of the products sold by Blackbird Robotics (Shanghai) Co., Ltd., including but not limited to damages, compensation of costs and expenses, loss of profits and any other claims raised by the customer.
3. The aforesaid limit of liability shall not apply to damages arising from loss of life, bodily injury or health and property losses due to intent or gross negligence of Blackbird Robotics (Shanghai) Co., Ltd.

§ 12 Infringement of Intellectual Property Rights

1. If, after effective conclusion of a contract between Blackbird Robotics (Shanghai) Co., Ltd. and the customer, a third party enforces claims against the customer for infringement of intellectual property rights (patents, copyrights, trademarks, registered designs etc.) and if the usage of delivered or to-be-delivered products is thereby compromised or prohibited, Blackbird Robotics (Shanghai) Co., Ltd. will – within a reasonable deadline, at its choice and at its own cost – modify or replace the delivered or to-be-delivered products so that they no longer infringe upon third-party intellectual property rights, yet still possess the contractually agreed upon qualities. Blackbird Robotics (Shanghai) Co., Ltd. is entitled, alternatively to the aforementioned procedure of clause 1, to withdraw from the contract and to reacquire the products and reimburse the customer's purchase price minus an appropriate usage deduction for the time span in which the contractual products were in the customer's possession.
2. If third party claims are brought against the customer for a product's alleged infringement of intellectual property rights, the customer is to assign Blackbird Robotics (Shanghai) Co., Ltd. as the sole decision maker regarding handling of the resulting legal case. In particular, the customer shall not agree to a settlement or other concessions without Blackbird Robotics (Shanghai) Co., Ltd.'s prior written consent.
3. Blackbird Robotics (Shanghai) Co., Ltd. assumes all costs if a legal encounter becomes necessary and releases the customer from substantiated third party claims due to circumstances covered by clause 1.
4. A liability on the part of Blackbird Robotics (Shanghai) Co., Ltd. can only be created if the customer promptly and in writing reports to Blackbird Robotics (Shanghai) Co., Ltd. the third party's enforcement of claims of alleged infringement of intellectual property rights.
5. Liability on the part of Blackbird Robotics (Shanghai) Co., Ltd. for infringement of intellectual property rights is excluded if the contractual product is not used in the form authorized by Blackbird Robotics (Shanghai) Co., Ltd., or if it is used in conjunction with other products not originating from Blackbird Robotics (Shanghai) Co., Ltd. or not authorized in writing by Blackbird Robotics (Shanghai) Co., Ltd., or connected, mixed or otherwise processed with these.
6. Upon an initial request, the customer releases Blackbird Robotics (Shanghai) Co., Ltd. from liability to third party enforcement of claims of infringement of intellectual property rights with respect to products manufactured by Blackbird Robotics (Shanghai) Co., Ltd. in accordance with the customer's drawings, specifications or directives.

§ 13 Other

1. Other conditions remain binding even if individual conditions prove invalid. The parties to these general terms and conditions obligate themselves to replace invalid provisions with ones most closely representing the commercial intentions. The same applies for any existing contractual omissions.
2. Modifications or supplements to these general terms and conditions and to confirmed orders must be made in writing. The requirement of the written form can only be rescinded upon written agreement between the parties.
3. These general terms and conditions shall be governed solely by the laws of the People's Republic of China under exclusion of the UN sales law (CISG). In case of legal disputes arising from these general terms and conditions and the respective contracts, unless otherwise agreed in writing, the competent People's Court of the domicile of Blackbird Robotics (Shanghai) Co., Ltd. will have the jurisdiction. Irrespective of this, Blackbird Robotics (Shanghai) Co., Ltd. is entitled to file claims against the customer in a competent court of jurisdiction.
4. Suppliers agree by accepting orders that
 - a) goods produced, stored, forwarded or carried by order of Blackbird Robotics (Shanghai) Co., Ltd. or delivered to Blackbird Robotics (Shanghai) Co., Ltd. or taken from Blackbird Robotics (Shanghai) Co., Ltd. shall be produced, stored, prepared and loaded in secure business premises and secure loading or shipping areas and shall be protected against unauthorized interference during production, storage, preparation, loading and transport.
 - b) reliable staff is employed for the production, storage, preparation, loading and transport of these goods.
 - c) business partners who are acting on their behalf are informed that they also need to ensure the supply chain security as mentioned above.

English Version: September 21, 2016