



Universal Robots A/S Standard Warranty

Quality Assurance

Universal Robots A/S ("*Universal Robots*") manufactures and sells the distinctive and highly sought after Universal Robots brand of industrial collaborative robotic arms. Over the past decade, the Universal Robots robotic arms have become well-known in the marketplace based on their distinctive design and advanced technology.

Universal Robots' products are rigorously tested to ensure that they meet our stringent quality standards. Consequently, if a problem occurs with a Universal Robots robotic arm, controller, or teach pendant (the "*Product*") and the problem is caused by manufacturing defects in material and workmanship ("*Defects*"), Universal Robots will, at its discretion, either fix or replace the Product or refund the purchase price in accordance with the warranty terms and conditions detailed in this warranty ("*Standard Warranty*"). The Standard Warranty period provided for herein applies only to and extends for the lifetime of the warranty for the first purchaser.

Extent of Product Coverage

The Product is covered under the Standard Warranty for a period of 15 months from the date the Product is shipped EXW (Incoterms 2020) from Universal Robots' principal place of business in Odense, Denmark, or such shipping place as designated by Universal Robots, whichever is first to occur (the "*Warranty Period*"). As far as applicable laws permit, the Warranty Period will not be extended or renewed due to subsequent exchange, resale, repair, or replacement of the Product.

New, replaced, or repaired parts will be warranted for 365 days from Universal Robots' date of invoice. Certain parts bought for inventory allow for warranty to be restarted upon sale from the distributor.

Universal Robots shall have sole authority to determine warranty coverage, i.e. whether the Product suffers from a Defect, type and means of repair in the event of a warranty claim. In order to establish the claim, Universal Robots shall, at its option, have the right to either inspect the Product in place or to require the return of the Product to Universal Robots at the claimant's risk and expense. When returning a Product to Universal Robots for diagnostic purposes, the Product must be shipped in its original packaging.

If a claim is received within the Warranty Period and the Product is found to suffer from a Defect and have failed under the Standard Warranty, Universal Robots shall reimburse the reasonable cost of shipping to Universal Robots for diagnostic purposes (if any) and at its option and expense:

- (i) repair the non-conforming part, component, or Product,
- (ii) subject to the return of the defective Product to Universal Robots at the claimant's risk, exchange the Product with a Product that is new, or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original Product, and reimburse the claimant reasonable shipping costs,
- (iii) subject to the return of the defective Product to Universal Robots at the claimant's risk, exchange the Product with a Product that is a new and upgraded model which has at least equivalent or upgraded function to the original Product, and reimburse the claimant reasonable shipping costs, or,
- (iv) subject to the return of the defective Product to Universal Robots at the claimant's risk, provide the claimant with a refund of the purchase price paid for the Product, however, in no event an amount higher than the price paid by the first purchaser, and reimburse the claimant reasonable shipping costs.



The Standard Warranty covers 100% of the parts necessary to repair the Defect. Technical support during the Warranty Period for issues covered by warranty is provided at no charge for Defects but may be billed at the anytime applicable rates if the issue is not covered by warranty.

If travel to a location, other than a Universal Robots authorized distributor or facility, is required to address a warranty claim, costs of parts and labor will be covered but travel expenses may be billed to the claimant. However, if the warranty claim is rejected, costs of parts and labor as well as travel expenses will be billed to the claimant.

In case the Product is shipped to Universal Robots in order to establish the claim and the Warranty Claim is rejected by Universal Robots, Universal Robots shall return the Product to the claimant at the claimant's risk and expense. Universal Robots may, in such case, demand that the claimant pays for the shipping costs upfront or otherwise retain possession of the Product at the claimant's risk and expense until such time as the claimant can retake possession of the Product, or the costs of shipping and the accumulated storage expenses exceed the value of the Product, in which case ownership of the Product shall be transferred to Universal Robots upon notification hereof to the claimant.

Extent of Software Coverage

Notwithstanding anything to the contrary in the applicable End User Software License Agreement, during the Warranty Period, this Standard Warranty covers Defects in the software embedded in the Product as described below.

In case of a verifiable and reproducible Defect in the software that renders the Product unusable for its intended purposes (according to the Product's specifications and/or manual), Universal Robots shall, at its option and expense:

- (i) use commercially reasonable efforts to resolve the Defect in the software, including for example by providing methods for circumvention of the Defect or by distributing new software, which may require the claimant or the user to perform certain actions as instructed by Universal Robots, such as connecting the Product to the internet and downloading the new software onto the Product,
- (ii) subject to the return of the defective Product to Universal Robots at the claimant's risk, exchange the Product with a Product that is new, or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original Product, and reimburse the claimant reasonable shipping costs,
- (iii) subject to the return of the defective Product to Universal Robots at the claimant's risk, exchange the Product with a Product that is a new and upgraded model which has at least equivalent or upgraded function to the original Product, and reimburse the claimant reasonable shipping costs, or,
- (iv) subject to the return of the defective Product to Universal Robots at the claimant's risk, provide the claimant with a refund of the purchase price paid for the Product, however, in no event an amount higher than the price paid by the first purchaser, and reimburse the claimant reasonable shipping costs.

Coverage Limitations

Universal Robots shall in no event be held liable for repairs or alterations made without Universal Robots' written consent or approval and, prior to submitting a warranty claim, the Product must have been brought back to its original state for diagnostic purposes. Universal Robots requires that an authorized service company/distributor ("*Service Center*") is used for all warranty repairs. If unauthorized service is performed, the warranty provided herein shall be void. This Standard Warranty is void if the Product is altered, improperly operated, improperly maintained or payments are not made according to the purchase or service contract, as applicable.



This Standard Warranty does not apply to:

1. Products subjected to abnormal use or environmental conditions, accidents, vandalism, including malware and hacking, mishandling, neglect, unauthorized alteration, misuse, improper installation or repair, or improper packaging, or storage.
2. Damage resulting from or caused by the use of any accessory, connection, extension, attachment, gripper, etc. attached to the Product.
3. Products with signs of tampering or altering of the serial number label or other identifiers.
4. Failure due to customer design, installation, programming and operating the Product outside the guidelines of Universal Robots.
5. Misuse proven by log analysis.
6. Products damaged from environmental conditions including, but not limited to, excessive heat or cold, fire, water, dirt, and humidity.
7. Products damaged by external conditions including, but not limited to, battery leakage, or fluctuations or interruptions in electric power supply or other utility services, including internet connection.
8. Down time, work stoppage, business interruption, loss of revenues or loss of anticipated savings, and loss of or damage to or corruption of data, due to Product failure.
9. Software, except as explicitly provided for herein.

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 Standard Warranty provided herein. To the extent there is a conflict between the coverage limitations set forth in this Standard Warranty and any other agreement with a customer, this Standard Warranty shall control.

Limitation of Liability

Under no circumstances whatsoever shall Universal Robots be liable to any person, firm, corporation or other entity for any special, punitive, indirect, or consequential damages, whether for breach of contract, negligence, misrepresentation, or otherwise, and whether resulting in lost profits, loss of interest in money borrowed or invested, impairment of goods, business interruption, loss or corruption of data, work stoppage, or otherwise, in any way arising out of any transaction to which these standard terms apply. Universal Robots' maximum liability for any claim arising hereunder or relating to the Products sold to the customer hereunder (whether for breach of warranty or otherwise) shall be limited to the obligation to repair or replace the non-conforming Product, or to refund the purchase price paid for the Product, however, in no event an amount higher than the price paid by the first purchaser, as well as reimbursement of costs as set out herein. Universal Robots' manufacturing specifications are subject to change without notice.

**Governing Law and Jurisdiction**

This Standard Warranty shall be governed by and construed in accordance with the laws of Denmark. All disputes arising from or in connection with this Standard Warranty shall be subject to the exclusive jurisdiction of the courts of Copenhagen, Denmark, unless Universal Robots expressly agrees in writing to another venue.

This Standard Warranty is intended to give the purchaser hereof specific legal rights. In addition to the rights described herein, purchaser may also have other mandatory rights that vary from country to country with respect to the exclusion or application of implied warranties, incidental and consequential damages and repair and replacement. Consequently, the limitations or exclusions specifically contained in this warranty may not be applicable to you.

Making a Claim Under this Standard Warranty

If you wish to make a warranty claim, please contact your local Universal Robots distributor or, if you have purchased the Product directly from us, Universal Robots. Upon contacting us or your distributor, please have the serial number of your Product ready and the original proof of purchase from us or an authorized distributor, showing the date of purchase and full details of the Product. Our colleagues will advise you of the process involved in making a claim and provide support during normal business hours in the country of purchase.

Any claim under this Standard Warranty is subject to you notifying Universal Robots or Universal Robots' authorized service company/distributor within one (1) month of the Warranty default becoming evident. The replaced component must be returned to us within one (1) month of the date of repair, or Universal Robots may deny the warranty coverage and issue an invoice for the replacement part. Universal Robots will use commercially reasonable efforts to repair or replace the defective Product within ten (10) business days, excluding shipping time which is the claimant's responsibility.

Repairs for damages that are not covered by this Standard Warranty are billed on a time-plus-materials basis at the anytime applicable rates.