

# General Terms and Conditions (B2B)

FrisiLogix – Alexander Friesen

Last updated: 28 March 2026

These General Terms and Conditions apply to the business relationship of Alexander Friesen | FrisiLogix with business customers only. They govern in particular the sale, consulting, planning, integration, installation/commissioning, maintenance, training, and software- and firmware-related services in the field of mobile robotics.

## 1. Scope of application

(1) These General Terms and Conditions (“GTC”) apply to all contracts, deliveries, services, and offers of Alexander Friesen, trading as FrisiLogix, Goethestr. 56, 58540 Meinerzhagen, Germany (“FrisiLogix”).

(2) These GTC apply exclusively to entrepreneurs within the meaning of Section 14 German Civil Code (BGB), legal entities under public law, and special funds under public law. FrisiLogix does not conclude contracts with consumers within the meaning of Section 13 BGB.

(3) Conflicting, deviating, or supplementary terms and conditions of the customer shall only become part of the contract if FrisiLogix has expressly agreed to their validity in writing or in text form. This consent requirement also applies if FrisiLogix performs a delivery or service without reservation despite knowledge of the customer’s terms and conditions.

## 2. Contracting party and company details

The customer’s contracting party is Alexander Friesen | FrisiLogix, Goethestr. 56, 58540 Meinerzhagen, Germany, e-mail: [info@frisilogix.de](mailto:info@frisilogix.de), phone: +49 2354 9449391, VAT ID: DE295743254.

## 3. Subject matter of the contract and scope of services

(1) FrisiLogix offers services in particular in the areas of sales of robotics solutions, consulting, planning, integration, installation/commissioning, maintenance, service, training, and software- and firmware-related services.

(2) The type and scope of the services owed are determined by the individual offer, the order confirmation, product-specific documents, manufacturer documentation, and any service descriptions issued by FrisiLogix.

(3) Technical specifications, illustrations, dimensions, weights, performance data, ranges, runtimes, area output, or other product characteristics shall only be binding if they have been expressly agreed as binding.

(4) FrisiLogix is entitled to provide partial services insofar as this is reasonable for the customer.

## 4. Conclusion of contract

(1) Offers made by FrisiLogix are subject to change and non-binding unless expressly designated as binding.

(2) As a rule, a contract is concluded when the customer accepts an offer issued by FrisiLogix in writing or in text form and FrisiLogix subsequently confirms such acceptance. Alternatively, a contract is concluded when FrisiLogix confirms the customer's order in writing or in text form or starts performance.

(3) If FrisiLogix introduces online ordering or digital inquiry processes in the future, these GTC shall also apply to such sales channels unless separate terms are agreed for the respective process.

## **5. Prices and terms of payment**

(1) The prices stated in the offer or order confirmation shall apply. Unless otherwise agreed, all prices are net prices plus applicable statutory VAT, packaging, shipping, travel expenses, out-of-pocket expenses, and other ancillary costs.

(2) Unless otherwise agreed, invoices are payable without deduction by bank transfer within 14 days from the invoice date.

(3) Timely payment requires full receipt of the invoiced amount in the account designated by FrisiLogix.

(4) In the event of default in payment, the statutory provisions shall apply. FrisiLogix is entitled to charge statutory default interest applicable to business customers and the statutory lump-sum compensation under Section 288 (5) BGB. The right to claim further damage caused by default remains unaffected.

(5) The customer may only set off or exercise rights of retention if its counterclaims are undisputed, acknowledged by FrisiLogix, or finally adjudicated.

## **6. Retention of title**

(1) Delivered goods remain the property of FrisiLogix until all current and future claims arising from the business relationship have been paid in full.

(2) The customer shall handle goods subject to retention of title with due care and insure them appropriately where customary or contractually required.

(3) In the event of breach of contract by the customer, in particular in the event of default in payment, FrisiLogix is entitled to take back the goods subject to retention of title in accordance with statutory provisions. A request for return shall only constitute withdrawal from the contract if FrisiLogix expressly declares this.

## **7. Delivery, performance periods, partial deliveries, self-supply, and force majeure**

(1) Unless otherwise agreed, deliveries are made ex warehouse or from the shipping point to the delivery address specified by the customer. At present, deliveries are generally made only within Germany unless expressly agreed otherwise in the individual case.

(2) Stated delivery and performance dates or periods are generally non-binding unless expressly confirmed as binding in writing.

(3) Correct and timely self-supply remains reserved. FrisiLogix will inform the customer without undue delay if a supplier fails to deliver properly or on time and FrisiLogix is not responsible for this.

(4) Cases of force majeure or other unforeseeable events at the time of contract conclusion for which FrisiLogix is not responsible, including operational disruptions, transport delays, official measures, shortages of energy or raw materials, labor disputes, pandemics, cyberattacks, or comparable events, shall extend delivery and performance periods appropriately. If such disruption lasts unreasonably long, either party may withdraw from the contract with respect to the part not yet performed.

(5) Partial deliveries and partial services are permissible insofar as they are reasonable for the customer.

## **8. Transfer of risk**

(1) In the case of deliveries of goods, the risk of accidental loss and accidental deterioration passes to the customer at the latest upon handover to the forwarding agent, carrier, or other third party designated to perform the shipment. This also applies if partial deliveries are made or if FrisiLogix has assumed further services such as installation or commissioning.

(2) If shipment or handover is delayed due to circumstances for which the customer is responsible, risk passes to the customer on the day on which the goods are ready for shipment or acceptance and FrisiLogix has notified the customer accordingly.

## **9. Customer obligations to cooperate**

(1) The customer shall provide in due time all information, documents, approvals, contact persons, access, interfaces, networks, power supply, floor space, safety clearances, and other prerequisites required for contract performance.

(2) The customer is responsible for ensuring that the deployment environment, infrastructure, and operating processes are suitable for the intended robotics solution unless FrisiLogix has expressly assumed further review or responsibility.

(3) If the customer fails to fulfill its obligations to cooperate in due time, agreed deadlines shall be extended appropriately; additional effort may be invoiced separately.

## **10. Installation, commissioning, and acceptance**

(1) If contractually agreed, FrisiLogix shall provide installation, integration, commissioning, or training services at the customer's site.

(2) The customer shall carry out acceptance without undue delay after notification by FrisiLogix that the service is ready for acceptance where acceptance is required by law or contract.

(3) The service shall be deemed accepted if the customer does not refuse acceptance within 10 business days after notification of readiness for acceptance while identifying at least one material

defect, or if the customer puts the delivered solution into productive use without refusing acceptance due to material defects.

(4) Insignificant defects do not entitle the customer to refuse acceptance.

## **11. Conditions of use, operation, and maintenance**

(1) The customer shall comply with all operating, safety, maintenance, care, charging, and usage requirements specified by FrisiLogix and the respective manufacturer and shall use only appropriately trained personnel.

(2) In particular, the customer shall ensure that the products are not misused, overloaded, improperly operated, modified without authorization, or used in unsuitable environments.

(3) The customer is responsible for complying with maintenance intervals, inspection requirements, and safety-related notices. Unless expressly agreed otherwise, the customer is responsible for proper ongoing operation, daily operational checks, and data backups.

(4) Batteries integrated into robots form part of the respective product. FrisiLogix does not generally sell such batteries as separate standalone products unless expressly agreed otherwise.

## **12. Software, firmware, and updates**

(1) To the extent software, firmware, apps, cloud access, or other digital components are included in the scope of supply or services, the customer receives a simple, non-exclusive, non-transferable right of use limited to the contractually intended scope.

(2) The customer may not reverse engineer, reproduce, modify, distribute, or make available to third parties any software or firmware unless this is mandatorily permitted by law or expressly allowed in writing.

(3) Manufacturer or third-party license terms remain applicable and shall prevail for the relevant components in the event of conflict.

(4) FrisiLogix owes updates, upgrades, patches, or security adjustments only if expressly agreed, legally required, or necessary for security reasons in the individual case and reasonably feasible.

## **13. RaaS models and third-party partners**

(1) FrisiLogix may advise customers on robotics-as-a-service (“RaaS”), rental, financing, or usage-based models and may support or facilitate such structures from an organizational perspective.

(2) Where such models are implemented via third-party providers, financing partners, leasing companies, rental providers, manufacturers, or other cooperation partners, the respective rental, leasing, financing, or RaaS agreement is concluded directly with that partner.

(3) FrisiLogix shall only be liable for services, contractual terms, availability, payment terms, or breaches by the respective third party in accordance with these GTC and only to the extent that FrisiLogix has expressly assumed such responsibility in the individual case.

## **14. Defects, inspection duties, and notice of defects**

- (1) The statutory provisions apply to material defects unless otherwise provided below.
- (2) The customer shall inspect delivered goods without undue delay after delivery and notify FrisiLogix without undue delay in writing or in text form of any obvious defects, wrong deliveries, or quantity deviations. Hidden defects must be notified without undue delay after discovery. Section 377 German Commercial Code (HGB) remains unaffected.
- (3) In the event of justified defects, FrisiLogix is entitled, at its own discretion, to cure the defect by repair or replacement delivery. If cure finally fails or is unreasonable for the customer, the customer shall be entitled to the statutory remedies to the extent these have not been validly restricted.
- (4) In particular, claims for defects shall not exist in cases of natural wear and tear, unsuitable or improper use, defective assembly or commissioning by the customer or third parties, non-compliance with operating, safety, or maintenance requirements, excessive use, unsuitable environmental conditions, interventions in hardware or software, non-approved conversions or modifications, or defective data, networks, or interfaces provided by the customer or third parties.
- (5) The limitation period for defect claims relating to new goods is 12 months from transfer of risk to the extent permitted by law. Clause 15 additionally applies to claims for damages arising from defects.

## **15. Liability**

- (1) FrisiLogix shall be liable without limitation in cases of intent and gross negligence, culpable injury to life, body, or health, under the German Product Liability Act, and to the extent an express guarantee has been assumed.
- (2) In the event of slightly negligent breach of essential contractual obligations, liability is limited to the foreseeable damage typical for the contract. Essential contractual obligations are obligations whose fulfillment is a prerequisite for proper performance of the contract and on whose compliance the customer may regularly rely.
- (3) In all other cases, liability of FrisiLogix for slight negligence is excluded.
- (4) To the extent permitted by law, FrisiLogix shall in particular not be liable for indirect damages, consequential damages, production downtime, business interruption, loss of profit, unrealized savings, loss of data, or damages resulting from non-contractual use, improper operation, or insufficient maintenance by the customer.
- (5) The foregoing limitations of liability also apply for the benefit of the legal representatives, employees, vicarious agents, and subcontractors of FrisiLogix.

## **16. Intellectual property, documents, and documentation**

- (1) FrisiLogix retains all ownership rights, copyrights, rights of use, and other intellectual property rights in offers, calculations, concepts, drawings, technical documents, presentations, documentation, training materials, files, and other materials.

(2) Such documents may not be reproduced, disclosed to third parties, or used outside the contractual purpose without prior consent of FrisiLogix.

(3) Where FrisiLogix works according to the customer's specifications, the customer warrants that the use of documents, data, or specifications provided by the customer does not infringe any third-party rights.

## **17. Applicable law and place of jurisdiction**

(1) The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) If the customer is a merchant, a legal entity under public law, or a special fund under public law, the exclusive place of jurisdiction for all disputes arising out of or in connection with the contractual relationship shall be the registered seat of FrisiLogix. FrisiLogix remains entitled to sue the customer at the customer's general place of jurisdiction.

## **18. Final provisions**

(1) Amendments and supplements to individual contracts, including these GTC, require at least text form unless statutory law prescribes a stricter form.

(2) If any provision of these GTC is or becomes wholly or partly invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The statutory provision shall replace the invalid or unenforceable provision. If this results in an unreasonable gap, the parties shall agree on a valid provision that comes as close as possible to the economic purpose of the invalid or unenforceable provision.