

Terms and Conditions of Sale of Electrobot B.V., registered at Drachmeweg 9, 2153 PA, in NIEUW-VENNEP, THE NETHERLANDS

1. Definitions

The following concepts and expressions used in these terms and conditions of sale as defined as follows:

- *Vendor:* Electrobot B.V.
- *Buyer:* any (legal) person or his/her representative that has concluded or wishes to conclude a contract with the vendor.
- *Agreement:* Any type of contract between the vendor and the buyer, as well as any change and addition to the same and any legal actions performed for its preparation.
- *Parties:* the vendor and buyer.

2. Applicability

2.1 All stipulations contained in these terms and conditions of sale apply to all contracts and offers for the execution of deliveries and/or services, to the extent that the parties have not deviated from them in writing.

2.2 The buyer's general terms and conditions will be explicitly rejected, irrespective of their title.

3. Formation of the contract

3.1 All offers, quotations, sales and deliveries as well as prices provided are non-binding, unless explicitly agreed otherwise in writing.

3.2 All images, designs, measurements and weights, colours etc. are merely approximations. Drawings, computations, photocopies, descriptions, models, samples and any documents and appendices relating to an offer are deemed to be part of this offer and shall remain the property of the vendor. They may never be copied, presented or submitted to third parties, published or used without explicit authorization, and they must be immediately returned at the vendor's request.

3.3 A contract will only be deemed to have been concluded upon written confirmation of the order by the vendor, or when the delivery has commenced.

3.4 Agreements with or commitments by the vendor's representatives or subordinates are not binding for the vendor, unless these additional agreements or commitments have been confirmed in writing by the vendor.

3.5 Verbal agreements, also if concerning the amendment or cancellation of a contract, shall be binding only upon written confirmation by the vendor.

3.6 Risks arising from not submitting and/or confirming in writing are entirely the responsibility of the buyer.

3.7 At all times the vendor reserves the right to refuse orders without providing any explanation.

4. Delivery

4.1 All delivery dates are by approximation and should never be considered a final date.

4.2 If the delivery time is exceeded, the vendor is entitled to set a new delivery date. If this new delivery time is (partially) not observed, the buyer is entitled to dissolve the Contract with a written statement for the part that was not executed, except for cases of force majeure as per article 9. In this case, the buyer is also not entitled to receive any compensation for any damages suffered.

4.3 Goods will be deemed to have been delivered and the vendor to have complied with its delivery obligations as soon as the vendor informs the buyer that the goods are available for collection or are being transferred to him/her. Any goods that are still at the vendor's premises after this communication are at the buyer's risk.

4.4 After concluding the contract, the buyer is obligated to collect the goods from the vendor as soon as they are offered by the vendor at the location agreed upon for delivery. The buyer is liable for all expenses and damages incurred by the vendor owing to the buyer's refusal to accept (part of) the goods he/she has ordered including storage expenses.

4.5 The buyer is obligated to cooperate and make the necessary arrangements for the proper delivery of the goods.

5. Reservation of ownership

5.1 The vendor shall reserve the right of property on all goods delivered and on the goods that are still to be delivered until all amounts owed by the buyer to the vendor for the delivered goods, as well as for all work relating to the goods, are paid in full. The same applies to all amounts owed by the buyer to the vendor for his non-compliance with such contracts.

5.2 If and in the case that the buyer does not fulfil his/her payment obligations or does not fulfil them in a timely manner, the vendor is authorized irrevocably to take back the delivered goods/services without proof of default or legal proceedings.

5.3 Should third parties confiscate goods delivered under the reservation of ownership or wish to claim rights on them, the buyer is obligated immediately to inform the vendor thereof.

5.4 In the case that the vendor wishes to exercise its property rights set out in this article, the buyer – in advance and unconditionally – authorizes the vendor and the third parties to be indicated by the vendor to access sites where the vendor's property is located and to take back these goods.

6. Payment

6.1 Payment has to be done in accordance with the agreed terms of payment.

6.2 If no form of payment was agreed upon, payment prior to delivery shall apply.

6.3 The vendor reserves the right to charge the customer for any additional expenses incurred for cash on delivery shipments, express shipments, oversize shipments, special orders and special packaging.

6.4 Should the payment not occur within the agreed time, the buyer shall owe interest of 1% per month, calculated on the unpaid invoice amount starting the day on which the payment should have occurred up to the day of full settlement, without requiring any payment reminder or notice of default.

6.5 The buyer is liable for all collection costs, both judicial and extrajudicial, including bank, protest, dishonoured bills, and bailiff and legal fees.

6.6 Objections against the invoice amount do not postpone the payment obligation.

7. Claims and warranty

7.1 Claims can only be processed by the vendor if they are submitted to the vendor in writing within 8 days following delivery.

7.2 If a claim is processed after the abovementioned time has elapsed, this shall be only on a voluntary basis and the buyer cannot derive any rights from this.

7.3 Any goods for which a warranty request was made within the warranty period for production or material defects must be returned to the vendor along with a clear description of the claim, immediately and with carriage prepaid. The evaluation of whether these goods may be exchanged or reimbursed is at the vendor's sole discretion.

7.4 The warranty is only valid within the country of purchase, unless explicitly agreed otherwise. In no instance are the components ordered by the vendor from third parties covered by any warranty other than that provided by the relevant supplier to the vendor.

7.5 No warranties are offered for defects that are a total or partial consequence of regulations that were introduced or that shall be introduced by the government with regard to the type or quality of the materials used.

7.6 Goods may in no instance be returned without the vendor's prior consent, except when the vendor does not deliver according to the contract and the buyer does not wish to retain the goods.

7.7 If the return of goods is authorized, the goods shall be accepted and the buyer shall be credited for what he/she was originally charged only if the goods arrive at the vendor's premises in an undamaged condition, in the original packaging and with the original letter of contents, within 8 days following their shipment.

7.8 In no instance shall the warranty cover more than the replacement of the item supplied or the refund of that which was charged for the delivery.

7.9 Each form of warranty shall lapse for damages deriving or being a consequence of injudicious or improper use, using it past the expiration date, incorrect storage or maintenance by the buyer and/or third parties if – without the vendor's prior written consent – the buyer or third parties make changes or attempted to make changes to the item, if other items were connected to it that should not have been connected or if the item is processed or adapted in a way that does not comply with the instructions.

7.10 A claim filed by the buyer in a timely manner shall not postpone his/her payment obligations. Moreover, the buyer must also still accept and pay the remainder of the goods ordered. If the buyer fails to file a claim in a timely manner, he/she will no longer be entitled to any repairs, replacements or reimbursements.

7.11 If it is proven that a claim is unfounded, the costs arising from this, including inspection costs incurred by the vendor, are entirely the responsibility of the buyer.

7.12 After the expiration of the warranty term, the buyer shall be liable for all repair or replacement costs, including administrative, shipment and delivery costs.

7.13 For returns, the vendor reserves the right to charge 20% of the invoice amount for handling costs.

8. Liability

8.1 The vendor's liability is at all times limited to replacing defective deliveries or to refunding what was charged to the buyer for the delivery, at the vendor's discretion.

8.2 Any reimbursement claims by the buyer for lost profit, consequential loss or other indirect damages are excluded.

8.3 The buyer safeguards the vendor against all third-party claims for reimbursing expenses, damages and interest that these third parties raise against the vendor in relation to executing the contract, and the buyer is responsible of indemnifying the vendor for all costs, damages and interest that may arise for the vendor owing to third-party claims.

8.4 The vendor's liability is limited to the amount paid by the vendor's liability insurance.

9. Force majeure

9.1 If the vendor is temporarily or permanently unable fulfil this contract owing to or as a consequence of force majeure, the vendor may terminate any further deliveries without any obligation to indemnify the buyer against any direct or indirect damages.

9.2 Force majeure explicitly includes fire, strike, transportation issues and other serious problems affecting the vendor or suppliers. Penalty clauses shall not be applicable in case of force majeure.

10. Third-party rights violations

10.1 If the buyer places an order with the vendor for the production of items following designs, models, samples or other instructions from the buyer, the buyer is fully responsible for the fact that no brand name, patent, trademark or any other third-party right is damaged for the production and/or delivery of said items.

10.2 If, based on an alleged right, a third party raises objections against the manufacture and/or supply of the above mentioned items, the vendor is entitled to interrupt production and/or delivery and to request reimbursement for the costs incurred and compensation for damages, and the vendor shall not owe the buyer any compensation for damages.

11. Execution and modification of the agreement.

11.1 Any amendment to the contract shall occur when one party accepts the other party's proposal in writing.

11.2 If the vendor and the buyer agree on a fixed price, the vendor is still entitled to increase this price without the buyer having the right to terminate the contract, if the price increase derives from a legal right or obligation based on the law or regulations, or if it is due to a price increase of raw materials, salaries, etc., or for other reasons that could not have been reasonably foreseen upon conclusion of the contract.

12. Postponement, dissolution and interim termination of the agreement

12.1 The vendor is authorized to postpone the fulfilment of its obligations or to dissolve the contract, without prejudice to the compensation for damages, if:

- The buyer does not comply with his/her contract fully and in a timely manner;
- Circumstances ascertained by the vendor after the conclusion of the contract give reason to fear that the buyer will not fulfil his/her obligations.

12.2 In the case of liquidation, a moratorium (application) or bankruptcy, seizure of the buyer's property, remissions of debts or other circumstances due to which the buyer's assets are no longer freely at his/her disposal, the vendor is entitled to terminate the contract instantly and with immediate effect or to cancel the order or contract, without any obligations to pay any reimbursements or compensation. In such a case, any claims raised by the seller against the buyer are immediately collectable.

12.3 If the buyer partially or fully cancels an order, the goods that were ordered or prepared for plus the forwarding costs, delivery expenses and the working time reserved for the execution of the agreement shall be charged in full to the buyer.

13. Disputes/applicable law

13.1 All contracts, terms and conditions and any additional agreements, as well as all disputes arising from them between the buyer and the vendor are subject to the laws of the Netherlands.

13.2 All disputes arising from or relating to the contract to which these terms and conditions apply or regarding the terms and conditions of sale themselves and their explanation and execution – both for factual and legal issues – shall be settled by the authorized civil court in the district where the vendor has its head offices.

13.3 The applicability of the Vienna Sales Convention is excluded.

13.4 The Dutch version of the terms and conditions of sale dictates its explanation.

13.5 Should any stipulation of these terms and conditions of sale be void or abolished, the other conditions of these terms and conditions of sale shall remain fully in force.