

Robovision Terms and Conditions for Sale of Goods and Services

1. Applicability and exceptions

These Terms and Conditions for sale of Goods and Services by Robovision apply to all orders. Exceptions can only be made in writing. Buyer is deemed to accept these general terms and conditions by the mere fact of his order. Any acceptance of Robovision's offer is expressly limited to acceptance of these Terms and Conditions and Robovision expressly objects to any additional or different terms proposed by Buyer. These Terms and Conditions apply to the exclusion of all general terms and conditions, including without limitation those that appear on documents originating from the Buyer. Unless otherwise specified in the quotation, Robovision's quotations shall expire thirty (30) days from their date and may be modified or withdrawn by Robovision before receipt of Buyer's conforming acceptance.

2. Definitions

"Buyer" means the entity to which Robovision is providing Goods or Services under the Contract.

"Buyer Taxes" means taxes, duties, fees, or other charges of any nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on Buyer or Robovision or its subcontractors) in relation to the Contract or the performance of or payment for work under the Contract other than Seller Taxes.

"Contract" means either the contract agreement signed by both parties, or the order signed by Buyer and accepted by Robovision in writing for the sale of Goods or Services, together with these Terms and Conditions, Robovision's final quotation, the agreed scope(s) of work, and Robovision's order acknowledgement. In the event of any conflict, the Terms and Conditions shall take precedence over other documents included in the Contract.

"Contract Price" means the agreed price stated in the Contract for the sale of Goods and Services, including adjustments (if any) in accordance with the Contract.

"Goods" means the equipment, parts, materials, supplies and other goods (but excluding software) Robovision has agreed to supply to Buyer under the Contract.

"Insolvent/Bankrupt" means that a party is insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for it or any of its assets, or files or has filed against it a proceeding under any bankruptcy, insolvency dissolution or liquidation laws.

"Seller Taxes" means corporate taxes levied on Seller measured by net income due to performance of or payment for work under this Contract.

"Services" means the services Robovision has agreed to perform for Buyer under the Contract.

"Site" means the premises where Goods are used or Services are performed, not including Robovision's premises from which it performs Services.

"Terms and Conditions" means these 'Terms and Conditions for Sale of Goods and Services', together with any modifications or additional provisions specifically stated in Robovision's final quotation or specifically agreed upon by Robovision in writing.

3. Payment & security

3.1 Buyer shall pay Robovision for the Goods and Services by paying all invoiced amounts in full in the currency stated on the invoice, without set-off or deduction, within thirty (30) days from the invoice date. For each calendar month, or fraction thereof, that payment is late, a late payment charge shall automatically become due by Buyer, without any notice of default (Dutch: *'ingebrekestelling'*) being required, computed at the rate of half a percent (0.50%) per month on the overdue balance, or the maximum rate permitted by law, whichever is less. If the invoice is not paid within fourteen (14) days after a written notice of default, the customer will owe a debt compensation of twelve percent (12%) of the invoice amount *per annum*, with a minimum of sixty-two euros (EUR 62).

3.2 Robovision has the right to require Buyer to post financial guarantees and/or security, where Robovision deems it useful, even during the performance of the Contract. If the guarantees provided by the Buyer do not cover the Contract Price, Robovision may cancel all or part of the order or Contract without notice of default.

4. Taxes

Robovision shall be responsible for all Seller Taxes. Buyer shall be responsible for all Buyer Taxes. The Contract Price does not include the amount of any Buyer Taxes. If Buyer deducts or withholds Buyer Taxes, Buyer shall pay additional amounts so that Robovision receives the full Contract Price without reduction for Buyer Taxes. Buyer shall provide to Robovision, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes.

5. Deliveries, title transfer, risk of loss & storage

5.1 Robovision shall deliver Goods to Buyer 'Ex Works' Robovision's facility or warehouse (Incoterms 2010). Partial deliveries are permitted. Robovision may deliver Goods in advance of the delivery schedule. Delivery times are approximate and are dependent upon prompt receipt by Robovision of all information necessary to proceed with the work without interruption. If Goods delivered do not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, Buyer shall so notify Robovision within ten (10) days after receipt.

5.2 Title to Goods, and risk of loss, shall pass to Buyer upon delivery in accordance with Clause 5.1.

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- 5.3 If any Goods to be delivered under this Contract cannot be shipped to or received by Buyer when ready due to any cause not attributable to Robovision, Robovision may ship the Goods to a storage facility, and all expenses and charges incurred by Robovision related to the storage shall be payable by Buyer upon submission of Robovision's invoices.

6. Warranty

- 6.1 Robovision warrants that Goods shall be delivered free from defects in material, workmanship and title and that Services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications.
- 6.2 The warranty for Goods shall expire six (6) months from delivery, and the warranty for Services shall expire six (6) months after performance of the Service.
- 6.3 If Goods or Services do not meet the above warranties, Buyer shall promptly notify Robovision in writing prior to expiration of the warranty period. Robovision shall (i) at its option, repair or replace defective Goods and (ii) re-perform defective Services. If despite Robovision's reasonable efforts, a non-conforming Good cannot be repaired or replaced, or non-conforming Services cannot be re-performed, Robovision shall refund Buyer for such non-conforming Goods and Services. Warranty repair, replacement or re-performance by Robovision shall not extend or renew the applicable warranty period.
- 6.4 The warranties and remedies are conditioned upon (i) proper storage, installation, use, operation, and maintenance of Goods, (ii) Buyer keeping accurate and complete records of operation and maintenance during the warranty period and providing Robovision access to those records, and (iii) modification or repair of Goods or Services only as authorized by Robovision in writing. Failure to meet any such conditions renders the warranty null and void. Robovision is not responsible for normal wear and tear.
- 6.5 This Clause 6 provides the exclusive remedies for all claims based on failure of or defect in Goods or Services, regardless of when the failure or defect arises, and whether a claim, however described, is based on contract, warranty, indemnity, tort/extra-contractual liability (including negligence and gross negligence, Dutch: *zware fout*), strict or objective liability or otherwise. The warranties provided in this Clause 6 are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied or statutory. No implied or statutory warranty, or warranty or condition of merchantability or fitness for a particular purpose applies.

7. Confidentiality

- 7.1 Robovision and Buyer (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Contract. "Confidential Information" means information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of disclosure. In addition, prices for Goods and Services shall be considered Robovision's Confidential Information.
- 7.2 Receiving Party agrees: (i) to use the Confidential Information only in connection with the Contract and use of Goods and Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Notwithstanding these restrictions, (a) Robovision may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the Contract, (b) a Receiving Party may disclose Confidential Information to its auditors, and (c) a Receiving Party may disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such subcontractors, auditors, lenders or other permitted third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Contract entitles Receiving Party to retain an item of Confidential Information. Robovision may also retain one archive copy of Buyer's Confidential Information.
- 7.3 The obligations under this Clause 7 shall not apply to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law or valid legal process provided that the Receiving Party intending to make disclosure in response to such requirements or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.
- 7.4 Each Disclosing Party warrants that it has the right to disclose the information that it discloses.

8. Intellectual property

- 8.1 Robovision shall defend and indemnify Buyer against any claim by a non-affiliated third party (an "IP Claim") alleging that Goods or Services furnished under this Contract infringe a patent in effect in an EU member state, or any copyright or trademark registered in the EU, provided that Buyer (i) promptly notifies Robovision in writing of the IP Claim, (ii) makes no admission of liability and does not take any position adverse to Robovision, (iii) gives Robovision sole authority to control defense and settlement of the IP Claim, and (iv) provides Robovision with full disclosure and reasonable assistance as required to defend the IP Claim.
- 8.2 Clause 8.1 shall not apply and Robovision shall have no obligation or liability with respect to any IP Claim based upon (i) Goods or Services that have been modified, or revised, (ii) the combination of any Goods or Services with other products or services when such combination is a basis of the alleged infringement, or (c) unauthorized use of Goods or Services.
- 8.3 Should any Good or Service, or any portion thereof, become the subject of a IP Claim, Robovision may at its option (i) procure for Buyer the right to continue using the Good or Service, or applicable portion thereof, (ii) modify or replace it

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in whole or in part to make it non-infringing, or (iii) failing (i) or (ii), take back infringing Goods or Services and refund the price received by Robovision attributable to the infringing Goods or Services.

8.4 Clause 8 states Robovision's exclusive liability for intellectual property infringement by Goods and Services.

8.5 Each party shall retain ownership of all Confidential Information and intellectual property it had prior to the Contract. All new intellectual property conceived or created by Robovision in the performance of this Contract, whether alone or with any contribution from Buyer, shall be owned exclusively by Robovision. Buyer agrees to deliver assignment documentation as necessary to achieve that result.

9. Force majeure

Robovision shall not be liable or considered in breach of its obligations under this Contract to the extent that Robovision's performance is delayed or prevented, directly or indirectly, by any cause beyond its reasonable control, or by armed conflict, acts or threats of terrorism, epidemics, strikes or other labor disturbances, or acts or omissions of any governmental authority or of the Buyer or Buyer's contractors or suppliers. If such an event occurs, the schedule for Robovision's performance shall be extended by the amount of time lost by reason of the event plus such additional time as may be needed to overcome the effect of the event. If acts or omissions of the Buyer or its contractors or suppliers cause the delay, Robovision shall also be entitled to an equitable adjustment of the Contract Price.

10. Termination and suspension

10.1 Buyer may terminate the Contract (or the portion affected) if Robovision (i) becomes Insolvent/Bankrupt, or (ii) commits a material breach of the Contract which does not otherwise have a specified contractual remedy, provided that: (a) Buyer shall first provide Robovision with detailed written notice of the breach and of Buyer's intention to terminate the Contract, and (b) Robovision shall have failed, within thirty (30) days after receipt of the notice, to commence and diligently pursue cure of the breach

11.2 If Buyer terminates the Contract pursuant to Clause 10.1 (i) Robovision shall reimburse Buyer the difference between that portion of the Contract Price allocable to the terminated scope and the actual amounts reasonably incurred by Buyer to complete that scope, and (ii) Buyer shall pay to Robovision (a) the portion of the Contract Price allocable to Goods completed and (b) amounts for Services performed before the effective date of termination.

10.3 Robovision may suspend or terminate the Contract (or any affected portion thereof) immediately if Buyer (i) becomes Insolvent/Bankrupt, or (ii) materially breaches the Contract, including, but not limited to, failure or delay in Buyer providing payment security, making any payment when due, or fulfilling any payment conditions.

10.4 If the Contract (or any portion thereof) is terminated for any reason other than Robovision's default under Clause 10.1, Buyer shall pay Robovision for all Goods completed and Services performed before the effective date of termination, plus expenses reasonably incurred or already committed by Robovision.

11. Compliance with laws, codes and standards

Robovision shall comply with laws applicable to the manufacture of Goods and its performance of Services. Buyer shall comply with laws applicable to the application, operation, use and disposal of the Goods and Services. Each party shall comply with applicable data protection laws and regulations.

12. Changes

12.1 Each party may at any time propose changes in the schedule or scope of Goods or Services. Robovision is not obligated to proceed with any change until both parties agree upon such change in writing. The written change documentation will describe the changes in scope and schedule, and the resulting changes in price and other provisions, as agreed.

12.2 The scope, Contract Price, schedule, and other provisions will be equitably adjusted to reflect additional costs or obligations incurred by Robovision resulting from a change, after Robovision's proposal date, in Buyer's Site-specific requirements or procedures, or in industry specifications, codes, standards, applicable laws or regulations. Unless otherwise agreed by the parties, pricing for additional work arising from such changes shall be at Robovision's time and material rates.

13. Liability

13.1 Notwithstanding anything in the Contract to the contrary (but subject to Clause 13.3), Robovision shall not be liable in any amount for special, incidental, consequential, or indirect damages, loss of goodwill or profits, loss of business opportunity or anticipated savings, work stoppage, data loss, computer failure or malfunction, or exemplary or punitive damages, even if it has been advised of the possibility of such damages or if these were foreseeable, and whether the same arise in contract, under a non-contractual obligation (including tort or negligence) or otherwise. Buyer may not assert any claim against Robovision related to this Agreement (including non-contractual claims) after the expiry of the applicable warranty period.

13.2 Notwithstanding anything in this Contract to the contrary (but subject to Clause 13.3), Robovision's liability for damages incurred by Buyer under this Agreement shall be limited to direct damages incurred by Buyer, and its aggregate liability hereunder (whether in contract, under a non-contractual obligation (including tort or negligence) or otherwise) shall in no event exceed the Contract Price for the related order. The limitations on damages set forth in Clause 13 are agreed and intended to survive even if the limited remedy herein fails its essential purpose.

13.3 The exclusions in Clauses 13.1 and 13.2 shall apply to the fullest extent permissible at law (including in the event of gross negligence (Dutch: 'zware fout'), but Robovision does not exclude liability for (i) death or personal injury caused by the negligence of Robovision, (ii) fraud or fraudulent misrepresentation or (iii) any other liability which may not be excluded by law.

13.4 All references to 'Robovision' in this Clause 13 shall, for the purposes of this Clause 13 only, be treated as including all affiliates, employees, contractors and suppliers of Robovision and its affiliates, all of whom shall have the benefit of the exclusions and limitations of liability set out in this Clause 13.

14. Governing law and dispute resolution

The Contract shall be exclusively governed by, and construed in accordance with, the laws of Belgium, without giving effect to its choice of law principles. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The courts of Ghent, Belgium, shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Agreement (including any dispute as to the validity of the Agreement, or any non-contractual disputes) and, accordingly, any proceedings arising out of or in connection with the Agreement shall be brought before such courts.

15. Miscellaneous

15.1 Buyer may not transfer, assign or novate (any of its rights or obligations under) the Contract. For purposes of the Contract, "assign" shall include a merger, acquisition, be the subject of a change of control, or other consolidation by, with or of Buyer, including any new or surviving entity that results from such merger, acquisition or other consolidation. Robovision shall be under no obligation to consent to such transfer, assignment or novation.

Robovision may perform any or all of its obligations through any subsidiary, affiliate or contractor. Robovision may at any time sub-license, assign, transfer novate, charge or deal in any other manner with (any or all of its rights and obligations) under the Contract (including being the subject of a change of control), provided it gives written notice to Buyer.

15.2 Buyer shall notify Robovision immediately upon any change in ownership of more than fifty percent (50%) of Buyer's voting rights or of any controlling interest in Buyer. If Buyer fails to do so or Robovision objects to the change, Robovision may (i) terminate the Contract, (ii) require Buyer to provide adequate assurance of performance (including but not limited to payment), and/or (iii) put in place special controls regarding Robovision's Confidential Information.

15.4 If any provision of this Contract is held invalid or unenforceable, the provision shall be deemed modified only to the extent necessary to render it valid or deleted from this Contract, as the case may be, and this Contract shall be enforced and construed as if the provision had been included in this Contract as modified or as if it had not been included, as the case may be.

15.5 The Contract represents the entire agreement between the parties. No oral or written representation or warranty not contained in this Contract shall be binding on either party. Buyer's and Robovision's rights, remedies and obligations arising from or related to Goods and Services sold under this Contract are limited to the rights, remedies and obligations stated in this Contract. No modification, amendment, rescission or waiver shall be binding on either party unless agreed in writing.

15.6 Failure or delay by either party to enforce any of the provisions of this Contract or any rights or remedy with respect to it or the failure to exercise any option provided under this Contract shall in no way be considered to be a waiver of that provision, right, remedy or option, or in any way to affect the validity of this Contract. No waiver of any rights under this Contract, or any modification or amendment of this Contract, shall be effective or enforceable, unless it is in writing and signed by or on behalf of both parties.

15.7 The parties shall have the right to make general references about each other and the type of Goods and Services being provided hereunder. Buyer agrees to participate in the production of marketing releases save that Robovision must obtain Buyer's consent prior to their publication such consent not to be unreasonably withheld or delayed.

15.8 Except as otherwise expressly provided herein, nothing in this Agreement shall be enforceable by a third party (being any person or entity other than the Parties and their permitted successors and assigns).

15.9 Nothing in this Contract or in the course of dealing between the parties shall be deemed to create between the parties a partnership, joint venture, association, employment relationship, agency relationship or any other relationship other than an independent contractor relationship.

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