

General terms and conditions

Article 1. Definitions

- 1.1. In these general terms and conditions, the following terms are used in the following meaning, unless expressly stated otherwise or the context otherwise requires:
 - a. DOT Robot: the user of these general terms and conditions: DOT Robot BV, with registered office at Van Mourik Broekmanweg 4 in Delft, registered in the trade register of the Chamber of Commerce under Chamber of Commerce number 70144583;
 - b. customer: the company that enters into an agreement with DOT Robot;
 - c. agreement: the agreement between DOT Robot and the customer;
 - d. product: the product or service, including associated software, drawings, documents and designs that DOT Robot supplies within the framework of the agreement

Article 2. General

- 2.1. These general terms and conditions apply to all agreements between DOT Robot and the customer.
- 2.2. The applicability of any purchasing conditions or other conditions of the customer is expressly rejected.
- 2.3. Deviations from and/or additions to these general terms and conditions can only be invoked if they have been agreed in writing or by e-mail.
- 2.4. If these general terms and conditions are deviated from, the customer may not attach any consequences to the application in general or in any other specific case, unless otherwise agreed in writing.
- 2.5. If one or more of the conditions in these general terms and conditions are to be voided or annulled, the other provisions of these general terms and conditions will remain fully applicable. The voided or annulled conditions will be replaced by DOT Robot, whereby the purpose and scope of the original condition(s) will be taken into account as much as possible.
- 2.6. If DOT Robot does not always require strict compliance with these general terms and conditions, this does not mean that these provisions do not apply, or that DOT Robot would in any way lose the right to require strict compliance with the provisions of these general terms and conditions in other cases.
- 2.7. DOT Robot has the right to amend these general terms and conditions and declare them applicable to existing agreements. The

customer will be notified in writing or by e-mail of the amended general terms and conditions and of the date on which the amended general terms and conditions will come into effect.

Article 3. Offer

- 3.1. All offers and quotations are without obligation, unless otherwise stated in writing.
- 3.2. The customer guarantees the correctness and completeness of the requirements and specifications and other data provided by or on behalf of the customer to DOT Robot on which DOT Robot bases its offer or quotation. If the requirements and/or specifications and/or other data provided by the customer prove to be incorrect or incomplete, this may lead to additional costs that will be charged to the customer.
- 3.3. Obvious errors or mistakes in offers, quotations, agreements, e-mail messages or other publications of DOT Robot do not bind DOT Robot.
- 3.4. Offers, quotations and prices do not automatically apply to future agreements.
- 3.5. DOT Robot has the right to set a minimum order quantity for certain products.

Article 4. Establishment of the agreement

- 4.1. An agreement is established when both parties have signed the agreement or after the customer has expressly agreed to DOT Robot's offer in some other way.
- 4.2. An agreement that has been reached or an order placed cannot be cancelled free of charge.

Article 5. Prices

- 5.1. All prices quoted are exclusive of VAT and ex works delivery (EXW incoterms)
- 5.2. DOT Robot is at all times entitled to charge the customer for transport costs.
- 5.3. DOT Robot has the right to increase prices within reason without the customer being entitled to terminate the agreement for that reason, if the price increase results from a power or obligation under law or regulations or is caused by an increase in the prices of parts or production costs or in other circumstances that were not reasonably foreseeable when entering into the agreement.
- 5.4. If the customer wishes to change the order, this may have financial consequences. The order can only be changed after the customer has agreed to any additional costs.

Article 6. Execution of the agreement

- 6.1. DOT Robot will execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship. All this on the basis of the state of science and technology known at that time.

Article 7. Delivery

- 7.1. Delivery is ex works, unless otherwise agreed in writing.
- 7.2. Stated delivery times are approximate. They can never be considered a fatal term. Exceeding the delivery time never gives the customer the right to compensation or the right to demand dissolution or annulment of the agreement. After the expiry of the delivery times stated, the customer has the right to give DOT Robot written notice of default, whereby the customer must grant DOT Robot a reasonable period to still meet the obligations. The customer is entitled to dissolve the agreement if DOT Robot has not responded to the notice of default sent. However, DOT Robot is never liable for compensation.
- 7.3. In the event that a delivery period agreed with the customer is exceeded as a result of an event that is in fact beyond the control of DOT Robot and cannot be attributed to its actions and/or omissions, as described in Article 14, this period will be automatically extended by the period by which it was exceeded as a result of such an event.
- 7.4. DOT Robot is authorized to execute an agreement in parts and to claim payment for the part of

Article 8. Customer Obligations

- 8.1. The customer shall ensure that data that DOT Robot requires to adequately perform the agreement in its opinion are made available to DOT Robot in the desired form.
- 8.2. If the data provided by the customer is incomplete and/or incorrect, this will be entirely at the customer's expense and risk.
- 8.3. The customer is obliged to inform DOT Robot without delay about facts and circumstances that may be important in connection with the performance of the agreement.
- 8.4. The customer indemnifies DOT Robot against any claims by third parties who suffer damage in connection with the performance of the agreement and which are attributable to the customer.
- 8.5. DOT Robot assumes that the customer complies with all his legal obligations.

- 8.6. The customer is expressly prohibited from performing any actions or making any statements that could damage the good reputation of DOT Robot and/or its products.

Article 9. Payment

- 9.1. The customer must pay the invoices received from DOT Robot within 30 days after the invoice date.
- 9.2. DOT Robot is at all times entitled to demand a (partial) advance payment.
- 9.3. If no timely payment is received, DOT Robot is entitled to suspend the fulfillment of its obligations, including those under other agreements, until the amount due has been paid. DOT Robot cannot be held liable for any damage suffered by the customer as a result of such a suspension.
- 9.4. Payment must be made without suspension or settlement.
- 9.5. If the customer does not pay the invoice received from DOT Robot within 30 days, the customer will immediately be in default and the statutory commercial interest will be charged to the customer. All judicial and extrajudicial collection costs that DOT Robot incurs to collect the claims on the customer will be borne by the customer. The extrajudicial collection costs are set at 15% of the principal sum with a minimum of € 100.
- 9.6. In the event of liquidation, bankruptcy, attachment or suspension of payments of the customer, DOT Robot's claims on the customer shall become immediately due and payable.
- 9.7. Any payment by the customer will first be used to pay the interest due and then to pay the collection costs. Only after these amounts have been paid will any payment by the customer be used to pay the outstanding payments.

Article 10. Complaints

- 10.1. The customer is obliged to check the delivered products immediately upon delivery. The customer must check in particular:
- whether the correct products have been delivered;
 - whether the products meet the quality requirements or the requirements that may be set for the agreed use. DOT Robot provides documents to support this.
- 10.2. Complaints regarding the delivered products must be made known to DOT Robot as soon as possible after discovery.

- 10.3. The customer is obliged to give DOT Robot the opportunity to check complaints. The fact that DOT Robot proceeds to investigate a complaint does not imply that DOT Robot acknowledges that the delivered product is defective.
- 10.4. If the customer demonstrates that the product does not meet the agreed specifications, or was defective at the time of delivery, DOT Robot will, at its option, repair the product, provide a replacement part, replace the product or credit the price for the product in question. DOT Robot's liability is at all times limited to what is included in article 11.
- 10.5. Complaints do not suspend the customer's payment obligation.
- 10.6. Complaints about the delivered product will not be processed (any further) if:
- defects are the result of improper use;
 - the product has been installed incorrectly;
 - the customer and/or third parties have carried out work and/or modifications and/or repairs to the product;
 - the customer has (had) parts of the product replaced;
 - the product has not been used in accordance with the agreed purpose and, in the absence thereof, the usual purpose, including the installation of the product in a device for which the product was not manufactured;
 - defects are the result of normal wear and tear;
 - defects caused by external circumstances such as: fire, natural disasters, explosions, terrorism, cleaning agents, dirt accumulation, landslides, floods and weather conditions;
 - defects are the result of any government regulation regarding the nature or quality of the materials used;
 - the damage was caused by third parties (vandalism);
 - there is a minor deviation that is customary in trade and/or technically unavoidable;
 - the product has not been used in accordance with the instructions for use and/or the technical specifications;
 - checks and/or tests have not been carried out accurately;
 - defects are the result of components and/or products not supplied by DOT Robot.
- 10.7. If the customer has filed an unjustified complaint, DOT Robot has the right to charge the customer for the (research) costs that DOT Robot has incurred as a result.
- Article 11. Liability and limitation**
- 11.1. DOT Robot cannot be held liable for any damage that is a direct or indirect result of:
- an event which is in fact beyond his control and therefore cannot be attributed to his actions and/or omissions, as described in Article 14;
 - any act or negligence of the customer, its subordinates, or other persons employed by or on behalf of the customer.
- 11.2. The customer is responsible under all circumstances for the correctness and completeness of the data provided by the customer. DOT Robot is never liable for any damage that is (partly) caused because the data provided by the customer is incorrect and/or incomplete. The customer indemnifies DOT Robot against all claims in this regard.
- 11.3. If DOT Robot is forced to initiate a recall action in its opinion to prevent (further) damage as a result of claims from end users based on a defect in delivered products, the customer undertakes to cooperate with such measures. DOT Robot can never be held liable for damage suffered by the customer as a result of initiated recall actions.
- 11.4. DOT Robot is not liable for any corruption or loss of data resulting from transmission of the data using telecommunications facilities.
- 11.5. If the customer makes or has changes made to the product or if the customer changes the standard specifications of the device for which the product was produced, DOT Robot excludes all liability.
- 11.6. DOT Robot is not liable for any damage whatsoever caused by incorrect or unskilled installation of the product or because required checks and/or tests have not been carried out or have not been carried out correctly.
- 11.7. Under no circumstances shall DOT Robot be liable for damage arising from or caused by the use of the delivered product for a purpose other than that for which it is intended.
- 11.8. DOT Robot cannot be held liable for any damage if the product has been used in a manner outside the technical specifications.
- 11.9. DOT Robot is not liable for damage of any nature whatsoever resulting from or attributable to deviations from and/or defects in the device in which the product is installed.
- 11.10. DOT Robot is not liable for a defect in one of its products caused by other adjacent parts

- or parts that are connected to it, or any damage resulting from it.
- 11.11. DOT Robot is never obliged to pay compensation as a result of consequential damage. Consequential damage is in any case considered to be: lost turnover, lost profit, missed savings, production damage, wages, material costs, transport costs, business damage, business disruption, stagnation damage, delay damage, reputational damage, environmental damage, imposed fines and indirect damage, regardless of their origin.
- 11.12. If DOT Robot is liable for any damage, DOT Robot's liability is limited to the invoice amount of the delivered products or services to which the liability relates.
- 11.13. The limitations of liability included in these general terms and conditions do not apply if the damage is due to intent or deliberate recklessness on the part of DOT Robot.
- 11.14. The customer shall indemnify DOT Robot against claims brought by third parties against DOT Robot in respect of incidents, acts or omissions for which DOT Robot is not liable pursuant to the foregoing. The customer shall be obliged to indemnify DOT Robot upon first request for all costs, damages and interest that may arise for DOT Robot as a direct or indirect result of a claim brought against him by a third party as referred to in this paragraph.
- 11.15. Any claims and other powers of the customer against DOT Robot on any grounds whatsoever shall in any case expire after 1 year from the moment at which a fact occurs that allows the customer to exercise these rights and/or powers against DOT Robot.
- 11.16. If the customer fails to meet its contractual obligations or its obligations under the law, fails to meet them in a timely manner or fails to meet them properly, or acts unlawfully towards DOT Robot, the customer must compensate DOT Robot for all damages suffered or incurred as a result.

Article 12. Intellectual property rights

- 12.1. DOT Robot retains at all times all intellectual property rights to documents, quotations, images, designs and drawings created and made available by it.
- 12.2. All intellectual and industrial property rights to the products developed by DOT Robot and to concepts and designs of these products are vested in DOT Robot. The customer must respect the intellectual and industrial property rights of DOT Robot at all times.

- 12.3. If the customer acts in violation of the intellectual or industrial property rights of DOT Robot, the customer is liable for all damage suffered by DOT Robot as a result. Damage should also be understood to mean loss of turnover.

Article 13. Retention of title and property

- 13.1. All products delivered and yet to be delivered remain the exclusive property of DOT Robot until all claims that DOT Robot has or will have on the customer have been paid in full.
- 13.2. The delivered products may be taken back by DOT Robot at any time as long as full payment has not been made, while the customer shall then be obliged to return these products to DOT Robot immediately upon first request at its own expense and risk.
- 13.3. The customer is not entitled to dispose of the products in any way whatsoever in a manner that would affect DOT Robot's retention of title made for this purpose. For example, DOT Robot is not permitted to alienate, encumber, pledge or otherwise transfer the products to third parties outside its normal business operations. However, the customer is not permitted to alienate the products in the context of its normal business operations at the time that the customer has requested a suspension of payments or has been declared bankrupt.
- 13.4. The customer must store the products subject to retention of title separately from other products, in order to be able to continue to distinguish DOT Robot products.
- 13.5. In the event of seizure, suspension of payment or bankruptcy, the customer will immediately inform DOT Robot thereof and inform the bailiff, administrator or trustee of the (ownership) rights of DOT Robot.
- 13.6. The provisions mentioned in this article do not affect the other rights to which DOT Robot is entitled.

Article 14. Force Majeure

- 14.1. Force majeure on the part of DOT Robot shall, among other things, occur if DOT Robot is prevented from fulfilling its obligations under the agreement or the preparation thereof as a result of: riot, war and threat of war, riots, terrorism, fire, theft, water damage, flooding, government measures, weather conditions, internet failure, power failure, disruption of e-mail traffic, business disruption, import and export restrictions, strikes, blockades, transport difficulties, virus infection or computer hacking by third parties, changes in legislation and regulations.

- 14.2. Force majeure shall also be understood to mean a non-attributable shortcoming of a supplier of DOT Robot.
- 14.3. DOT Robot also has the right to invoke force majeure if the circumstance that prevents (further) performance occurs after DOT Robot should have fulfilled its obligation.
- 14.4. If DOT Robot has already partially fulfilled its obligations under the agreement at the time of the occurrence of force majeure or will be able to fulfil them and the part that has been fulfilled or is yet to be fulfilled has an independent value, DOT Robot is entitled to invoice the part that has already been fulfilled or is yet to be fulfilled separately.
- 14.5. In the event of a force majeure situation, DOT Robot will inform the customer as soon as possible.

Article 15. Suspension and dissolution

- 15.1. DOT Robot is entitled to suspend the performance of the agreement with immediate effect if, after the conclusion of the agreement, DOT Robot becomes aware of circumstances that give good reason to fear that the customer will not fulfil its obligations.
- 15.2. DOT Robot is authorized to terminate the agreement if the customer does not or does not fully comply with the obligations under the agreement and the customer has not responded to a sent notice of default. If compliance is permanently impossible, a notice of default may be omitted.
- 15.3. Furthermore, DOT Robot is authorized to terminate the agreement if circumstances arise which are of such a nature that compliance with the agreement is impossible or can no longer be required according to standards of reasonableness and fairness or if other circumstances arise which are of such a nature that unchanged maintenance of the agreement cannot reasonably be expected..
- 15.4. DOT Robot is authorized to terminate the agreement if the customer requests or is granted a suspension of payments, if the customer is declared bankrupt or a request is filed to that effect, if the customer is unable to pay his debts, terminates or liquidates his company, is placed under guardianship, or if an administrator is appointed.
- 15.5. If the agreement is terminated, DOT Robot's claims on the customer are immediately due and payable. If DOT Robot suspends the fulfillment of the obligations, it retains its claims under the law and the agreement.
- 15.6. DOT Robot always reserves the right to claim damages.

Article 16. Confidentiality

- 16.1. Both parties are obliged to maintain confidentiality of all confidential information that they have obtained from each other or from other sources in the context of their agreement. Information is considered confidential if this has been communicated by the other party or if this follows from the nature of the information. The party that receives confidential information will only use it for the purpose for which it was provided.
- 16.2. If, on the basis of a statutory provision or a court ruling, DOT Robot is obliged to provide confidential information to third parties designated by law or the competent court, and DOT Robot cannot invoke a legal right of refusal or a right of refusal recognized or permitted by the competent court, DOT Robot is not obliged to pay damages or compensation and the customer is not entitled to terminate the agreement on the grounds of any damage arising as a result.

Article 17. Applicable law and competent court

- 17.1. Dutch law applies to every agreement between DOT Robot and the customer.
- 17.2. All disputes relating to agreements between the customer and DOT Robot will be submitted to the competent court in the district where DOT Robot is established.