

General Terms and Conditions (GTC)

between

Q-Botics GmbH, Riedstrasse 27, 73105 Duernau [Germany], represented by its Managing Director with sole power of representation, Sophia Theresa Schindler

hereinafter referred to as "**Provider**"

and

their **clients**

hereinafter referred to as "**Client**"

hereinafter also jointly referred to as the "**Parties**".

1. Scope of application

- 1.1 These GTC apply to all contracts of the Provider acting as a contractor of entrepreneurs as defined by section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law. They expressly do not apply to legal transactions between the Provider and a consumer as defined by section 13 BGB.
- 1.2 Statutory provisions that may not be deviated from through pre-formulated contractual terms and conditions shall take precedence over these GTC.
- 1.3 These GTC shall apply exclusively; any terms and conditions of the Client that conflict with or deviate from these GTC shall not be recognized by the Provider unless the Provider has expressly agreed to their validity in writing according to the written form requirement as set by German legislation. These GTC shall also apply if the Provider renders the service to the Client without reservation in the knowledge that the Client's terms and conditions conflict with or deviate from these GTC.

2. Conclusion of Contract, Prices and Payment

- 2.1 The Provider shall submit an offer to the Client upon individual agreement. Unless expressly stated otherwise in the offer, the Provider shall be bound by this offer for a fortnight. The time at which the Provider receives the Client's acceptance is decisive

for compliance with the deadline. The contract shall be concluded upon acceptance of the offer by the Client in due time, irrespectively of this offer having been accepted verbally, in writing according to German written form requirement or in text form.

- 2.2 Offers presented online by the Provider are non-binding.
- 2.3 All prices quoted by the Provider are exclusive of statutory German Value Added Tax [Mehrwertsteuer]. Customs duties and similar charges shall be borne by the Client. All fees incurred during the payment process shall be borne by the Client.
- 2.4 Provider invoices are due for payment within ten working days of the Client having received the invoice.
- 2.5 The Provider is entitled to demand advance payment in the amount of the value of the services to be rendered.
- 2.6 In cases of the Client being domiciled abroad or if there are well-founded indications of a del-credere risk, the Provider has the right to make their services dependent on advance payment in full.
- 2.7 If, after conclusion of the respective order, it becomes apparent (e.g., through an application for the opening of insolvency proceedings) that the Provider's entitlement to receive the agreed remuneration is jeopardized by the Client's inability to perform, the Provider is entitled to refuse performance in accordance with the statutory provisions and – as the case may be, after setting a deadline - to revoke the contract (Section 321 German Civil Code - BGB).
- 2.8 In the event of faulty performance, the Client shall only be entitled to withhold payment in reasonable proportion to the fault and the anticipated costs of subsequent fulfilment, such as the removal of faults.

3. Performances of the Provider

- 3.1 The Provider provides programming/software development, commissioning, service and maintenance services. In particular, the Provider provides the following services:
 - Robot programming;
 - PLC programming;
 - Programming of image processing systems;
 - Simulation;

- Construction
- Training courses;
- Process applications - milling, grinding, cutting, adhesive application, polishing;
- Flexible singulating by robots;
- Loading and unloading machine tools;
- Charging and discharging injection moulding machines;
- Image processing and robots;
- Commissioning of robot systems;
- Safety commissioning / KUKA Safe Operation;
- Service and maintenance of robot systems.

- 3.2 The performance of services according to 3.1 are services under sections 611 ff. German Civil Code (BGB). These services are not rendered under a contract to produce a work. The Provider is not obligated to successfully deliver results in the provision of its services.
- 3.3 The Provider shall diligently fulfil its obligations resulting from the respective contractual relationship and safeguard the Client's interests against payment of the agreed fee.
- 3.4 The Provider shall provide its services in keeping with the state of technology existent at the conclusion of the respective contract unless deviating requirements have been agreed upon within the scope of the service description.
- 3.5 The Provider is - as far as possible - authorized to provide its services using remote maintenance or remote diagnostics, under the condition that this does not represent a disadvantage for the Client, in particular, it shall not result in the time frame for providing the corresponding service on-site being exceeded, it shall not put IT security in jeopardy and the technical requirements have to be met at the Client's premises.
- 3.6 If unforeseeable expenses arise within the scope of the contractually agreed service, these shall be reimbursed by the Client in addition to payment of a reasonable consideration, insofar as the Provider may consider these expenses necessary under the circumstances.
- 3.7 If the Client extends the scope of services after conclusion of the contract, the additional costs incurred as a result, including reasonable remuneration, shall be reimbursed by the Client.

4. Performances of the Client

4.1 The Client shall fulfil the contractually agreed obligations. In addition, the Client shall ensure that all conditions necessary and customary for the contractual provision of services by the Provider are met. In particular,

- (a) the Client shall provide all information necessary for the provision of the service;
- (b) allow access to their premises and their employees during regular business hours;
- (c) provide the necessary working materials, including workstations;

and

- (d) provide access to their IT systems,

insofar as these obligations have not been individually assigned to the Provider's scope of duties.

4.2 The Client shall inspect and test the Provider's services immediately after they have been provided and report any faults and/or defects found to the Provider. If the Client fails to notify the Provider, the service provided shall be deemed approved unless it is a defect that was not recognizable during the inspection. If such a defect is discovered later, the notification must be made immediately after discovery; otherwise, the service shall be deemed approved, even given this defect.

4.3 The Client shall nominate a qualified employee who shall be available as the Provider's contact person and authorized to make the decisions required to implement the contract.

4.4 Unless otherwise agreed in individual cases, all obligations of the Client shall be fulfilled by the Client free of charge.

4.5 The Client's obligations constitute genuine obligations and not mere duties, which cannot be enforced but are necessary to avoid legal disadvantages. If and to the extent that the Client does not fulfil its obligations, does not fulfil them on time, or does not provide them as agreed and in as far as this failure affects the provision of services by the Provider, the Provider shall be released from providing the services concerned. Any additional expenses incurred and substantiated by the Provider shall be remunerated separately based on the agreed conditions, without prejudice to further rights of the Provider.

5 Employees of the Provider; Non-Solicitation Clause

- 5.1 The Provider is free to choose the persons it deploys to provide the service. It shall ensure that the persons it deploys are sufficiently qualified to provide the service. Any naming to the Client of persons the Provider intends to deploy for the performance of services reflects the planning status at the time of naming. The Client is not entitled to the deployment of the named persons.
- 5.2 The Client shall inform the Provider immediately in writing if the qualifications of the persons deployed by the Provider do not meet the contractually agreed requirements or if the deployment of these persons is unreasonable for the Client for other reasons. The Provider shall immediately take appropriate measures to remedy the situation.
- 5.3 The persons employed by the Provider for the provision of services are not subject to the Client's authority to issue instructions. This shall apply in particular if persons employed by the Provider provide the services on the Client's premises. Both Parties shall take appropriate measures to prevent situations that could be construed as a labour leasing contract.
- 5.4 For the duration of its business relationship with the Provider and a further period of twelve months, the Client is obliged to refrain from directly or indirectly giving employees of the Provider cause to terminate their employment relationship with the Provider.
- 5.5 In case of a breach of the non-solicitation clause set out in 5.4, the Client is liable to pay a contractual penalty of EUR 50,000.00 to the provider.
- 5.6 The Client shall furthermore undertake to ensure that the obligation set out in 5.4 is also complied with by all companies affiliated with it as defined by Section 15 AktG [German Stock Corporation Law].

6. Subcontractors

The Provider is authorized to use subcontractors to provide services. The Client may only object to the use of subcontractors for good cause.

7. Offset

The Client can only offset the Provider's claims against due counterclaims that are legally established, ready to be adjudicated upon or undisputed.

8. Instructions

Client instructions regarding the execution of the commissioned service are to be addressed exclusively to the Provider, in writing.

9. Rights of use

9.1 "Work results" are all results created by the Provider's activities within the scope of the respective contract, in particular the programming, modification and further development of software programs as well as the ideas, algorithms, procedures, specifications and reports created during their development and recorded in documents and on data carriers, as well as design, documentation and training material on the use and maintenance of software programs.

9.2 Upon full payment of the remuneration owed, the Client receives the non-transferable right under sub-constitutional law to use the work results developed by the Provider for its internal purposes without any restrictions regarding time and place. This also includes utilization by third parties, such as other service providers, for the Client.

9.3 The right of use set out in 9.2 also includes the right to use work results for companies affiliated with the Client.

10 Third Party's Property Rights

The Client shall ensure that it has the necessary authorizations/licenses to modify the original programming of its robot systems.

11. Liability; Warranty

11.1 In the event of intent and gross negligence, the Provider shall be held liable under the statutory provisions.

11.2 In the event of failure to exercise necessary care, the Provider shall only be liable if a material contractual obligation has been breached. In this case, the Provider's liability is limited to the foreseeable damage typical for the contract. An essential contractual obligation is any obligation that must be fulfilled to allow proper performance of the contract in the first place and which the respective other party can rely on as being regularly observed.

- 11.3 In the case of services provided by subcontractors, the Provider shall only be liable for careful selection.
- 11.4 The Provider is adequately insured against claims arising from product liability. In the event of liability arising from a failure to exercise necessary care, the Provider's liability to pay compensation for property damage and any resulting further financial losses shall be limited to the amount insured by the Provider, even if the failure to exercise necessary care results in a breach of a material contractual obligation. This amount corresponds to the current sum insured of EUR 5,000,000 or, in the case of IT-specific risks, between EUR 100,000 and EUR 300,000. The insurance conditions will be sent to the Client on request.
- 11.5 Insofar as the Provider provides technical information or acts in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed by the Provider, this is done free of charge and to the exclusion of any liability.
- 11.6 The warranty for the Provider's services lapses if the Client or third parties change the Provider's service results without the Provider's prior consent. This shall not apply if the Client proves that the fault and/or defect is not attributable to the changes and that these changes have not made it more difficult to analyse and rectify the fault.
- 11.7 the Provider is under no circumstances obliged to remanufacture a product within the scope of subsequent fulfilment. The Client's request for subsequent fulfilment must be made in writing. The Provider must be granted at least two weeks for subsequent fulfilment. If the service is to be rectified, the rectification shall only be deemed to have failed after the second unsuccessful attempt.
- 11.8 In the event of an unjustified notification of defects, the Client shall reimburse the Provider for the expenses incurred in inspecting and - if requested - rectifying the defect, without this resulting in any prejudice to any further claims of the Provider.
- 11.9 Warranty claims for defects shall lapse after twelve months. The period begins with the completion of the service provision unless more extended periods are prescribed by law.
- 11.10 Claims for damages under the German Act on Liability for Defective Products and in the event of injury to life, limb or health remain unaffected by the above limitations of liability.
- 11.11 The above limitations of liability also apply in favour of the Provider's legal representatives, employees, and vicarious agents.

12 Confidentiality

- 12.1 The Parties shall treat all business secrets as confidential, including the content of the respective contract, as well as other information of the respective other Party labelled as confidential (hereinafter referred to as "Confidential Information"). The receiving Party ("Recipient") shall treat the Confidential Information with the same care as it treats its own confidential information of the same sensitivity, but at least with the care of a prudent business person.
- 12.2 Confidential Information may only be used in connection with the respective contractual relationship between the Parties. Confidential information may not be passed on to third parties without the prior consent of the disclosing Party. Consent must be given by in writing as set by German written form requirement. Affiliated companies of the Parties and consultants obliged by law to maintain confidentiality are not deemed to be third parties as defined by this paragraph.
- 12.3 To the extent required by applicable legal obligations, the recipient is furthermore authorized to disclose and pass on confidential information. To the extent permitted by law, the recipient shall inform the disclosing Party before disclosing confidential information.
- 12.4 The Parties shall require their employees or third parties to whom they disclose confidential information to treat such information confidentially within the framework of the respective subcontractor and employment relationships. Their obligation to maintain confidentiality shall continue to apply beyond the end of the respective subcontractor or employment relationship, insofar as a corresponding general obligation to maintain confidentiality does not already exist.
- 12.5 The obligation to maintain confidentiality does not apply to information that
- (a) was already generally known when the respective contract was concluded or subsequently became generally known without breach of the confidentiality obligations contained in the respective contract;
 - (b) the recipient has attained independently of the respective contract;
- or
- (c) the recipient has received from third parties or outside the respective contract from the disclosing Party without an obligation of confidentiality.

The burden of proving the existence of the exceptions referred to in this paragraph lies with the Party invoking the exception.

- 12.6 Upon termination of the respective contractual relationship between the Parties, they shall surrender or delete confidential information of the other Party in their possession at the request of that Party. This does not apply to confidential information for which there is a longer statutory retention obligation and data backups as part of standard backup processes.
- 12.7 The obligation to maintain confidentiality shall apply for the term of the respective contract between the Parties and three years after termination of the respective contract.
- 12.8 The Provider is authorized to use empirical knowledge, such as ideas, concepts, methods, and know-how, which is developed or disclosed in the context of the respective contract performance and is stored in the memory of the persons employed by the Provider to provide the service. This shall not apply if this infringes the Client's industrial property rights or copyrights. The obligation to maintain confidentiality remains unaffected.

13 Data Protection

The Parties shall comply with the applicable data protection laws.

14 Final Provisions

- 14.1 If the contractual partner of the Provider is a merchant, a legal entity under public law or a special fund under public law, all action for any dispute arising from the respective contractual relationship shall be brought before the court that has jurisdiction over the registered office of the Provider. The Provider is furthermore entitled to bring an action at the Client's registered principal place of business.
- 14.2 The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods of 11 April 1980.