

General terms and conditions

Robot Care Systems BV

Article 1. General

1. These conditions apply to every offer, quotation and agreement between Robot Care Systems, hereinafter referred to as: " RCS ", and a customer to which RCS has declared these conditions applicable, insofar as the parties have not explicitly deviated from these conditions in writing.
2. These conditions also apply to agreements with RCS , the execution of which requires the involvement of third parties by RCS.
3. These general terms and conditions are also written for the employees of RCS and its management.
4. The applicability of any purchase or other conditions of the Other Party is expressly rejected.
5. If one or more provisions in these general terms and conditions are at any time wholly or partially null and void or should be nullified, then the other provisions in these general terms and conditions remain fully applicable. RCS and the Other Party will then enter into consultation in order to agree new provisions to replace the invalid or annulled provisions, whereby the purpose and purport of the original provisions will be taken into account as much as possible.
6. If there is any uncertainty about the interpretation of one or more provisions of these general terms and conditions, then the interpretation must take place "in the spirit" of these provisions.
7. If a situation arises between the parties which is not regulated in these general terms and conditions, this situation must be assessed in the spirit of these general terms and conditions.
8. If RCS does not always demand strict compliance with these conditions, this does not mean that the provisions thereof do not apply, or that RCS would lose the right to demand strict compliance with the provisions of these conditions to any extent in other cases.

Article 2 Quotations and offers

All offers and quotations of RCS are without obligation, unless the offer contains a term for acceptance. A quotation or offer expires if the product to which the quotation or offer relates is no longer available in the meantime.

2. RCS cannot be bound by its quotations or offers if the Other Party can reasonably understand that the quotations or offers, or a part thereof, contains an obvious mistake or error.
3. The prices stated in an offer or quotation are exclusive of VAT and other government levies, any costs to be incurred within the framework of the agreement, including shipping and administration costs, unless otherwise indicated.
4. If the acceptance (whether or not on minor points) deviates from the offer included in the offer or quotation, RCS is not bound by it. The agreement will then not be concluded in accordance with this deviating acceptance, unless RCS indicates otherwise.
5. A compound quotation does not oblige RCS to perform part of the assignment for a corresponding part of the quoted price. Offers or quotations do not automatically apply to future orders.

Article 3 delivery time and, execution and amendment of the agreement

1. If a term has been agreed or stated for the delivery of certain goods, this is never a deadline. If a term is exceeded, the Other Party must therefore give RCS written notice of default. RCS must be given a reasonable period of time to still implement the agreement.
2. If RCS requires information from the Other Party for the execution of the agreement, the execution period will not commence until after the Other Party has provided RCS with the correct and complete information.
3. Delivery takes place ex operation of RCS . The Other Party is obliged to take delivery of the goods at the time they are made available to it. If the Other Party refuses to take delivery or is negligent in providing

information or instructions that are necessary for the delivery, RCS is entitled to store the goods at the expense and risk of the Other Party.

4. RCS is entitled to perform certain activities by third parties.
5. RCS is entitled to deliver the goods in different phases and to invoice them separately.
6. If the agreement is amended, including an addition, RCS is only entitled to implement it after the person authorised within RCS has given his approval and the Other Party has agreed to the price stated for the implementation and other conditions, including the then to be determined time at which the implementation will be carried out. Not or not immediately executing the amended agreement does not constitute a breach of contract by RCS and is not a ground for the Other Party to terminate the agreement. Without being in default, RCS can refuse a request to amend the agreement, if this could have qualitative and/or quantitative consequences, for example for the work to be performed or goods to be delivered within that framework.
7. If the Other Party should come into default in the proper fulfilment of its obligations towards RCS, then the Other Party is liable for all damage (including costs) on the part of RCS as a result, directly or indirectly, arising.
8. If RCS agrees a fixed price with the Other Party, RCS is nevertheless entitled at all times to increase this price without the Other Party being entitled in that case to dissolve the agreement for that reason, if the price increase results from a power or obligation under the law or regulations or is caused by an increase in the price of raw materials, wages etcetera or on other grounds which could not reasonably have been foreseen at the time the agreement was concluded.
9. If the price increase other than as a result of a change in the agreement amounts to more than 10% and takes place within three months after the agreement has been concluded, then only the Other Party who is entitled to appeal to Title 5 Section 3 of Book 6 of the Dutch Civil Code is entitled to dissolve the agreement by means of a written statement, unless RCS is then still prepared to execute the agreement on the basis of the originally agreed, or if the price increase results from a power or an obligation resting on RCS pursuant to the law or if it has been stipulated that delivery will take place longer than three months after the purchase.

Article 4 Suspension, dissolution and premature termination of the agreement

1. RCS is authorized to suspend the fulfilment of the obligations or to dissolve the agreement, if:
2. the Other Party does not, not fully or not on time fulfil the obligations arising from the agreement;
3. after the conclusion of the agreement circumstances that have come to RCS's knowledge give RCS good reason to fear that the Other Party will not fulfil its obligations;
4. when the agreement was concluded, the Other Party was requested to provide security for the fulfilment of his obligations under the agreement and this security is not provided or is insufficient;
5. If due to the delay on the part of the Other Party RCS can no longer be required to fulfil the agreement on the originally agreed conditions, RCS is entitled to dissolve the agreement.
6. Furthermore, RCS is entitled to dissolve the agreement if circumstances arise of such a nature that fulfilment of the agreement is impossible or if other circumstances arise of such a nature that RCS cannot reasonably be required to maintain the agreement unchanged.
7. If the agreement is dissolved, the claims of RCS against the Other Party are immediately due and payable. If RCS suspends the fulfilment of its obligations, it retains its claims under the contract.
8. If RCS proceeds to suspension or dissolution, it is in no way obliged to pay compensation for damage and costs resulting from this in any way whatsoever.
9. If the dissolution is imputable to the Other Party, RCS is entitled to compensation of the damage, including the costs, caused as a result directly and indirectly.
10. If the Other Party fails to fulfil its obligations arising from the agreement and justifies dissolution of the agreement, RCS is entitled to dissolve the agreement immediately and with immediate effect.

The Other Party is obliged to pay compensation or indemnification on account of non-performance.

11. If the agreement is terminated prematurely by RCS, RCS will, in consultation with the Other Party, ensure the transfer of work still to be performed to third parties. This unless the termination is attributable to the Other Party. If the transfer of the activities entails extra costs for RCS, these will be charged to the Other Party. The Other Party is obliged to pay these costs within the aforementioned period, unless RCS indicates otherwise.

12. In case of liquidation, (application for) suspension of payment or bankruptcy, attachment - if and insofar as the attachment has not been lifted within three months - at the expense of the Other Party, debt restructuring or any other circumstance as a result of which the Other Party can no longer freely dispose of its assets, RCS is free to terminate the agreement immediately and with immediate effect or to cancel the order or agreement, without any obligation on its part to pay any compensation or indemnification. In that case the claims of RCS against the Other Party are immediately due and payable.

13. If the Other Party cancels an order placed in whole or in part, then the goods ordered or prepared for it, plus any delivery - removal - and delivery costs thereof and the working time reserved for the execution of the agreement, will be charged in full to the Other Party.

Article 5 Force majeure

1. RCS is not obliged to fulfil any obligation towards the Other Party if it is hindered to do so as a result of a circumstance which cannot be attributed to fault and which cannot be attributed to RCS by virtue of the law, a legal act or generally accepted practice.

2. In these general terms and conditions force majeure is understood to mean, in addition to what is understood in the law and jurisprudence in this respect, all external causes, foreseen or not, on which RCS has no influence, but which prevent RCS from fulfilling its obligations. Including strikes in the company of RCS or third parties. RCS is also entitled to invoke force majeure if the circumstance preventing (further) fulfilment of the agreement occurs after RCS should have fulfilled its obligation.

3. RCS may suspend the obligations arising from the agreement during the period of force majeure. If this period lasts longer than two months, either party is entitled to dissolve the agreement, without any obligation to compensate the other party for damages.

4. Insofar RCS has already partially fulfilled its obligations under the agreement or will be able to fulfil them at the time of the occurrence of force majeure, and insofar independent value can be attributed to the part already fulfilled or still to be fulfilled respectively, RCS is entitled to invoice the part already fulfilled or still to be fulfilled respectively. The Other Party is obliged to pay this invoice as if it were a separate agreement.

Article 6 Payment and collection costs

1. Payment must be made within 30 days of the invoice date, in a manner to be indicated by RCS in the currency in which the invoice was made, unless otherwise indicated by RCS in writing. RCS is entitled to invoice periodically.

2. If the Other Party fails to pay an invoice on time, then the Other Party will be in default by operation of law. In that case the Other Party will owe a rent of 1% per month, unless the statutory interest is higher, in which case the statutory interest is owed. The interest on the amount due and payable will be calculated from the moment that the Other Party is in default until the moment of payment of the full amount due.

3. RCS is entitled to have the payments made by the Other Party first of all be applied to reduce the costs, then to reduce the interest due and finally to reduce the principal sum and the current interest.

4. RCS may, without being in default, refuse an offer of payment if the Other Party indicates a different order for the allocation of the payment. RCS may refuse full repayment of the principal sum if the accrued and unpaid interest and collection costs are not also paid.
5. The Other Party is never entitled to set off what it owes RCS.
6. Objections to the amount of an invoice do not suspend the payment obligation. The Other Party who is not entitled to invoke Section 6.5.3 (Articles 231 to 247 of Book 6 of the Dutch Civil Code) is also not entitled to suspend payment of an invoice for any other reason.
7. If the Other Party is in default or in default in the (timely) fulfilment of its obligations, then all reasonable costs incurred in obtaining payment out of court will be for the account of the Other Party. The extrajudicial costs are calculated on the basis of what is customary in the Dutch collection practice, currently the calculation method according to the Voorwerk II Report. However, if RCS has incurred higher collection costs than were reasonably necessary, the actual costs incurred will be eligible for reimbursement. Any judicial and execution costs incurred will also be recovered from the Other Party. The Other Party will also owe interest on the collection costs owed.

Article 7 Retention of title

1. All goods delivered by RCS within the framework of the agreement remain the property of RCS until the Other Party has properly fulfilled all obligations arising from the agreement(s) concluded with RCS.
2. Goods delivered by RCS, which fall under the retention of title pursuant to paragraph 1, may not be resold and may never be used as a means of payment. The Other Party is not authorised to pledge or encumber in any other way the goods falling under the retention of title.
3. The Other Party must always do everything that can reasonably be expected of it to safeguard the property rights of RCS.
4. If third parties seize the goods delivered under retention of title or wish to establish or assert rights to them, the Other Party is obliged to inform RCS thereof immediately.
5. The Other Party undertakes to insure the goods delivered subject to retention of title and to keep them insured against fire, explosion and water damage as well as against theft and to make the policy of this insurance available for inspection by RCS on first request. In the event of any payment of the insurance, RCS is entitled to these tokens. Insofar as necessary the Other Party undertakes towards RCS in advance to render its cooperation to all that may (appear to) be necessary or desirable within that framework.
6. In the event that RCS wishes to exercise its ownership rights as referred to in this article, the Other Party gives RCS and third parties to be appointed by RCS unconditional and irrevocable permission in advance to enter all those places where the property of RCS is located and to take those goods back.

Article 8 Guarantees, investigations and complaints, limitation period

1. The goods to be delivered by RCS meet the usual requirements and standards that can reasonably be set for them at the time of delivery and for which they are intended when used normally in the Netherlands. The guarantee mentioned in this article applies to goods intended for use within the Netherlands. In the event of use outside the Netherlands, the Other Party itself must verify whether the use thereof is suitable for use there and meets the conditions set for it. In that case RCS may impose other guarantees and other conditions with regard to the goods to be delivered or work to be carried out.
2. The guarantee referred to in paragraph 1 of this article applies for a period of 24 months after delivery, unless the nature of the delivered goods dictates otherwise or the parties have agreed otherwise. If the guarantee provided by RCS concerns an item produced by a third party, the guarantee is limited to the guarantee provided by the producer of the item, unless stated otherwise.
3. Every form of guarantee lapses if a defect has arisen as a result of or results from injudicious or improper use thereof or use after the expiry date, incorrect storage or maintenance thereof by the Other Party and/or by third parties when, without the written permission of RCS, the Other Party or third parties have made changes to the good or have tried to make changes to the good, other goods have been attached to it which should not be attached to it or if these have been removed, or if the goods have been removed from the goods.

or processed otherwise than as directed. Nor does the Other Party have a claim to a guarantee if the defect has arisen due to or is the result of circumstances on which RCS cannot exercise any influence, including weather conditions (such as

for example, but not exclusively, extreme rainfall or temperatures) et cetera.

4. The Other Party is obliged to examine the delivered goods (or have them examined) immediately at the moment that the goods are made available to it or the relevant work has been carried out. The Other Party must also examine whether the quality and/or quantity of the goods delivered corresponds with what has been agreed and meets the requirements that the parties have agreed in this respect. Any visible defects must be reported to RCS in writing within seven days after delivery. Any invisible defects must be reported to RCS in writing immediately, but in any case at the latest within fourteen days after discovery thereof. The report should contain as detailed a description as possible of the defect, so that RCS is able to respond adequately. The Other Party must give RCS the opportunity to investigate a complaint (or have a complaint investigated).

5. If the Other Party makes a timely complaint, this will not suspend its payment obligation. In that case the Other Party will also remain obliged to take delivery of and pay for the otherwise ordered goods.

6. If a defect is reported later, the Other Party will no longer be entitled to repair, replacement or compensation.

7. If it is established that a good is defective and a complaint has been submitted in time in this respect, RCS will within a reasonable period of time after the defective good has been returned or, if return is not reasonably possible, written notification in respect of the defect by the Other Party, at RCS's discretion, replace or ensure the repair thereof or pay the Other Party replacement compensation for it. In the event of replacement, the Other Party is obliged to return the replaced good to RCS and to provide ownership thereof to RCS, unless RCS indicates otherwise.

8. If it is established that a complaint is unfounded, then the costs incurred as a result, including the investigation costs, on the part of RCS as a result, will be entirely for the account of the Other Party.

9. After expiry of the warranty period, all costs for repair or replacement, including administration -, shipping - and call-out costs, will be charged to the Other Party.

10. Contrary to the statutory limitation periods, the limitation period for all claims and defences against RCS and third parties involved by RCS in the execution of an agreement is one year.

Article 9 Liability

1. If RCS should be liable, this liability is limited to the provisions of this provision.

2. RCS is not liable for damage, of whatever nature, caused by the fact that RCS has assumed incorrect and/or incomplete information provided by or on behalf of the Other Party.

3. If RCS should be liable for any damage, RCS's liability is limited to a maximum of once the invoice value of the order, at least to that part of the order to which the liability relates.

4. The liability of RCS is in any case always limited to the amount of the payment of its insurer as the case may be.

5. RCS is only liable for direct damage.

6. Direct damage is exclusively understood to mean the reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions, any reasonable costs incurred to have RCS's defective performance comply with the agreement, insofar as these can be attributed to RCS and reasonable costs incurred to prevent or limit damage, insofar as the Other Party demonstrates that these costs have led to the limitation of direct damage as referred to in these general terms and conditions.

7. RCS is never liable for indirect damage, including consequential damage, loss of profit, lost savings and damage due to business stagnation.

8. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on the part of RCS or its executive subordinates.

Article 10 Risk - transfer

1. The risk of loss, damage or depreciation is transferred to the Other Party at the moment when the goods are brought under the control of the Other Party.

Article 11 Safeguarding

1. The Other Party indemnifies RCS against any claims of third parties who suffer damage in connection with the execution of the agreement and whose cause is attributable to parties other than RCS.

2. If RCS should on that account be sued by third parties, then the Other Party is obliged to assist RCS both extrajudicially and in court and to immediately do all that may be expected of it in that case. Should the Other Party fail to take adequate measures, RCS is entitled, without notice of default being required, to do so itself. All costs and damage incurred by RCS and third parties as a result of this will be entirely for the account and risk of the Other Party.

Article 12 Intellectual property

1. RCS reserves the rights and powers that accrue to it under the Copyright Act and other intellectual laws and regulations. RCS is entitled to use the knowledge gained by the execution of an agreement on its side for other purposes as well, insofar as no strictly confidential information of the Other Party is brought to the knowledge of third parties.

Article 13 Applicable law and disputes

1. Dutch law is exclusively applicable to all legal relationships to which RCS is a party, even if an obligation is wholly or partially performed abroad or if the party involved in the legal relationship is domiciled there. The applicability of the Vienna Sales Convention is excluded.

2. The judge in the place where RCS has its registered office has exclusive jurisdiction to hear disputes, unless the law requires otherwise. Nevertheless, RCS has the right to submit the dispute to the competent court according to the law.

3. Parties will only appeal to the court after they have made every effort to settle a dispute in mutual consultation.

Article 14 Location and amendment of conditions

1. These conditions have been filed with the Chamber of Commerce.

2. The most recently filed version or the version that was valid at the time the legal relationship with RCS was established shall always apply.

3. The Dutch text of the general terms and conditions shall always determine the interpretation thereof.