

General Terms and Conditions of Business of ADLATUS Robotics GmbH

1. Scope of application

- (1) All our deliveries, services and offers are based exclusively on these General Terms and Conditions. These are an integral part of all contracts that we conclude with our contractual partners (hereinafter also referred to as "**Customer**") concerning the deliveries and services offered by us, insofar as the contractual partner is an entrepreneur, a legal entity under public law or a special fund under public law. They also apply to all future deliveries, services or offers to the Customer, even if they are not agreed separately again.
- (2) Terms and conditions of the Customer or third parties shall not apply, even if we do not separately object to their validity in individual cases. Even if we refer to a letter containing or referring to terms and conditions of the Customer or a third party, or if we carry out the delivery to the Customer without reservation in knowledge of the Customer's deviating general terms and conditions, this does not constitute agreement with the validity of those terms and conditions.

2. Quotation, conclusion and content of the contract

- (1) All our offers are subject to change and non-binding, unless they are expressly marked as binding. We can accept contract offers within 4 weeks after receipt.
- (2) The legal relationship between us and the Customer shall be solely governed by the written purchase and/or work contract, including these General Terms and Conditions. This shall fully reflect all agreements between the parties to the contract regarding the subject matter of the contract. Verbal promises made by our representatives or other auxiliary persons are legally non-binding and require our written confirmation. Verbal agreements of the contracting parties shall be replaced by the written contract, unless they expressly state that they shall continue to be binding. Our information on the object of delivery or service, samples and documents (e.g. illustrations, drawings, technical data, dimensions, weights and dimensions, utility values, load capacity, tolerances, brochures, catalogues etc.) are only authoritative if they are expressly designated as binding in writing. They are not guaranteed characteristics, but descriptions or markings of the delivery or service. Deviations and considerations customary in the trade, which result from legal regulations or represent technical improvements, as well as the replacement of components by equivalent parts are permissible, provided that they do not impair the usability for the contractually intended purpose.
- (3) Amendments and modifications to the agreements made, including these General Terms and Conditions, must be made in writing to be effective. Telecommunications, in particular by fax or e-mail, shall suffice for the written form, provided that a copy of the signed declaration is transmitted.
- (4) We reserve title and copyright to all offers, cost estimates and illustrations, drawings, calculations, brochures, catalogues, models, tools and other files, documents and auxiliary materials made available to the Customer. Without our express consent, the Customer may not make these objects accessible to third parties, make them known, use them itself or through third parties or reproduce them. At our request, the Customer must return these items in full to us and destroy any copies made if they are no longer required by the Customer in the ordinary course of business or if negotiations do not lead to the conclusion of a contract.

3. Prices and terms of payment

- (1) The prices apply to the scope of services and delivery listed in the order confirmations. Additional or special services will be charged separately. Prices are quoted in euros ex works plus packaging, freight, insurance, agreed installation, agreed assembly and the respective statutory value-added tax, plus customs duties, fees and other public charges for export deliveries.
- (2) We reserve the right to change prices due to changes in wage, material and distribution costs for deliveries made 3 months or later after conclusion of the contract. If the increase amounts to more than 5%, the buyer is entitled to withdraw from the contract.

- (3) Unless otherwise agreed, the purchase price shall be paid within 30 days of the invoice date without deduction. The credit to our bank account is decisive for the timely receipt of payment. After expiry of this period, payment will be in default.
- (4) During the default of payment, interest at 9% above the respective base interest rate shall be charged on the monetary debt. The assertion of higher interest and further damages in the event of default shall remain unaffected.
- (5) Offsetting against counterclaims of the Customer or the retention of payments due to such claims is only permissible if the counterclaims are undisputed or legally binding. The Customer is only entitled to exercise a right of retention if his counterclaim is based on the same contractual relationship.
- (6) We are entitled to carry out or render outstanding deliveries or services only against advance payment or provision of security if, after conclusion of the contract, we become aware of circumstances which are capable of substantially reducing the creditworthiness of the Customer and which endanger the payment of our outstanding claims by the Customer from the respective contractual relationship (including those from other individual orders to which the same framework contract applies).
In such cases, we shall be entitled to set the customer a deadline for rendering the consideration or providing security. If the advance payment or security is not provided despite setting a deadline under the aforementioned conditions, we shall be entitled to withdraw from the contract.
- (7) If the Customer is in default of payment, we are entitled to take back the goods after expiry of a grace period set by us, or to enter the Customer's premises if necessary and to take away the goods. We are also entitled to prohibit the removal of the delivered goods.
- (8) If goods delivered by us are taken back, these goods shall be credited to the Customer, without prejudice to the assertion of further claims for damages, with an appropriate discount and set off against our open claim. The Customer reserves the right to prove a lower reduction in value in individual cases.

4. Delivery and delivery time

- (1) Periods and deadlines for deliveries and services announced by us are always only approximate, unless a fixed deadline or a fixed date has been expressly promised or agreed. If shipment has been agreed, delivery periods and delivery dates refer to the time of handover to the forwarding agent, carrier or any other third party commissioned with the transport.
- (2) The beginning of the delivery period stated by us presupposes the receipt of any documents, approvals, releases to be obtained by the Customer, the clarification of all details of the order, in particular all technical questions and the receipt of any agreed advance payment as well as - insofar as we are also responsible for the installation - free access on the premises of the Customer.
- (3) Partial deliveries are permissible insofar as they are reasonable.
- (4) We shall not be liable for impossibility of delivery or for delays in delivery if these are caused by force majeure or other events not foreseeable at the time of conclusion of the contract (e.g. operational disruptions of all kinds, difficulties in procuring materials or energy, transport delays, strikes, legal lock-outs, lack of manpower, energy and raw materials, difficulties in obtaining necessary official permits, official measures or the lack of, incorrect or delayed delivery by suppliers) for which we are not responsible. If such events make delivery or performance considerably more difficult or impossible for us and the hindrance is not only of a temporary duration, we are entitled to withdraw from the contract. In the event of obstacles of temporary duration, the delivery or performance periods shall be extended or postponed by the period of the hindrance plus an appropriate start-up period. If the customer cannot reasonably be ex-

pected to accept the delivery or service as a result of the delay, he may withdraw from the contract by immediate written declaration.

- (5) If we are in default of delivery, we are liable according to the following provisions:
- a) If a firm deal exists or the customer can assert that its interest in the fulfillment of the contract has ceased or if the delay is due to an intentional breach of contract for which we, our representatives or our vicarious agents are responsible, we shall be liable for damage caused by default in accordance with the statutory provisions. In the event of a grossly negligent breach of contract for which we are responsible, our liability for damage caused by delay is limited to the foreseeable, typically occurring damage.
 - b) If we, our representatives or our vicarious agents have violated an essential contractual obligation and there is no case of liability according to the legal regulations in the sense of lit. a), our liability for damages caused by delay is limited to the foreseeable, typically occurring damage.
 - c) In other cases our liability for delay is limited to 0.5% of the delivery value for each completed week of delay, but in total to a maximum of 5% of the delivery value.
 - d) The Client's other statutory claims remain unaffected.

5. Place of performance, dispatch, packaging, transfer of risk, acceptance

- (1) Place of performance for all obligations arising from the contractual relationship is Ulm, unless otherwise agreed.
- (2) Unless otherwise stated in the order confirmation, deliveries shall be made ex works.
- (3) The mode of dispatch and packaging are at our discretion.
- (4) Shipment is always at the Customer's risk, even if the goods are delivered from a place other than the place of performance - even if they are sent carriage paid and/or sent by the Customer's own people or vehicles. The risk shall pass to the Customer at the latest with the handover of the delivery item (whereby the start of the loading process is decisive) to the forwarding agent, carrier or any other third party appointed to carry out the shipment. This also applies if partial deliveries are made or if other services (e.g. dispatch or installation/assembly at the Customer's premises) have been taken over by us.
If dispatch or handover is delayed due to circumstances caused by the Customer, risk shall pass to the Customer from the day on which the delivery item is ready for dispatch and we have notified the customer thereof.
- (5) Storage costs after transfer of risk shall be borne by the Customer. In the case of storage by us, the storage costs amount to 0.25% of the invoice amount of the delivery items to be stored per expired week. We reserve the right to assert and prove further or lower storage costs.
- (6) If delivery by us has been agreed, the Customer must provide expert personnel and any necessary technical equipment (e.g. low-loader, truck crane, forklift or similar) in good time at its own expense to ensure smooth unloading. It is assumed that the vehicle can be driven directly to the storage location and unloaded immediately. The unloading process itself must be carried out by the Customer; the Customer must also produce any necessary transport routes at its own expense. If these conditions are not met, any additional costs incurred as a result will be charged separately.
- (7) We shall insure the consignment against theft, breakage, transport, fire and water damage or other insurable risks only at the express request of the customer and at its expense.
- (8) If acceptance is to take place, the object of purchase shall be deemed to have been accepted if

- the delivery and, if we are also responsible for the installation, the installation and commissioning has been completed
- we have communicated this to the Customer with reference to the acceptance fiction in accordance with this Clause 5 (8) and have requested the Customer to accept it and
- 12 working days have elapsed since delivery or installation or the Customer has started using the purchased item (e.g. the delivered system has gone into operation) and in this case 6 working days have elapsed since delivery or installation.

6. Warranty, material defects

- (1) The warranty period is 1 year, calculated from delivery of the goods or, if acceptance is required, from acceptance. This does not apply in case of recourse according to Section 478 German Civil Code (BGB). Furthermore, this shall not apply if we have delivered goods which have been used for a building in accordance with their normal use and have caused its defectiveness. This also does not apply to claims for damages due to injury to life, body or health or due to a grossly negligent or intentional breach of duty by us or our vicarious agents.
- (2) The delivered goods must be carefully inspected immediately after delivery to the Customer or the third party specified by him. With regard to obvious defects or other defects which would have been recognizable during an immediate, careful examination, they shall be deemed to have been approved by the Customer if we do not receive a written notice of defects within 7 working days after delivery. With regard to other defects, the delivery items shall be deemed to have been approved by the buyer if we do not receive the notice of defects within 7 working days of the time at which the defect became apparent; if the defect was already apparent to the Customer at an earlier time under normal use, however, this earlier time shall be decisive for the beginning of the notice period. Upon our request, a defective delivery item is to be returned to us carriage paid. In the event of justified notification of defects, we shall reimburse the costs of the cheapest dispatch route; this shall not apply if the costs increase because the delivery item was moved to a location other than the Customer's registered office or the commercial branch of the Customer to which delivery was made. We are also entitled to collect the delivery item from the Customer at our expense. In this case, the Customer has to keep the delivery item ready for collection after timely advance notice.
- (3) If there is a defect, we are entitled to determine the type of subsequent performance (repair or replacement delivery), taking into account the type of defect and the justified interests of the Customer. Subsequent performance shall be deemed to have failed after the unsuccessful third attempt. In the event that the rectification of defects fails, the Customer may withdraw from the contract or reduce the purchase price appropriately, whereby a withdrawal is only permissible if the fitness for use has been considerably reduced. In the case of partial deliveries or partial performance, the Customer shall only be entitled to the aforementioned rights for the respective defective part of the delivery or service.
- (4) In the event of subsequent improvement, we shall be entitled, at our discretion, to carry this out at the Customer's premises or at our works. In the event of subsequent performance on site, the Customer is obliged to make the items complained of freely accessible after prior agreement on a date, so that the subsequent improvement work can be carried out smoothly. If these conditions are not met, any additional costs incurred as a result will be charged separately. The expenses necessary for subsequent performance, in particular transport, travel, labor and material costs, shall only be borne by us insofar as these are not increased by the fact that the item was taken to a location other than the registered office or the commercial branch of the Customer to which delivery was made (this shall not apply in the case of recourse pursuant to Section 478 German Civil Code, BGB).
- (5) If a defect is due to our fault, the Customer may claim damages under the conditions specified in para. 7.
- (6) The warranty shall lapse if the Customer has changed the delivery item without our consent or has it changed by third parties and the rectification of defects becomes impossible or unrea-

sonably difficult as a result. In any case, the Customer shall bear the additional costs of remedying the defect resulting from the change.

- (7) A delivery of used items agreed with the Customer in individual cases shall be made to the exclusion of any warranty for material defects. Para. 7 remains unaffected.

7. Liability for damages due to fault

- (1) Our liability for damages, for whatever legal reason, in particular for impossibility, delay, defective or incorrect delivery, breach of contract, breach of obligations during contract negotiations and tort, is limited in accordance with this para. 7, insofar as it depends in each case on a fault.
- (2) We shall not be liable in the event of simple negligence on the part of our corporate bodies, legal representatives, employees or other vicarious agents, provided this does not constitute a breach of material contractual obligations. An exclusion of liability is agreed in particular with regard to the reflectors to be mounted on the walls and required. We are not liable for any damage or remaining residues.
- (3) Insofar as we are liable for damages on the merits pursuant to para. 7 (2), this liability shall be limited to damages which we foreseen at the conclusion of the contract as a possible consequence of a breach of contract or which we should have foreseen in the application of customary care. Indirect damage and consequential damage resulting from defects in the delivery item shall also only be compensable to the extent that such damage is typically to be expected when the delivery item is used as intended.
- (4) In the event of liability for simple negligence, our obligation to pay compensation for property damage and resulting further financial losses is limited to an amount of EUR 1 million per claim (in accordance with the current coverage of our product liability insurance or liability insurance), even if it concerns a breach of material contractual obligations.
- (5) The above exclusions and limitations of liability apply to the same extent for the benefit of our corporate bodies, legal representatives, employees and other vicarious agents.
- (6) Insofar as we provide technical information or advice and this information or advice does not form part of the contractually agreed scope of services owed by us, this shall be free of charge and to the exclusion of any liability.
- (7) The limitations of this para. 8 shall not apply to our liability for wilful conduct, for guaranteed quality characteristics, for injury to life, body or health or under the Product Liability Act.

8. Reservation of proprietary rights

- (1) The goods delivered by us remain our property until full payment of all secured claims. The goods and the goods covered by the retention of title which replace them in accordance with the following provisions are hereinafter referred to as "**Reserved Goods**".
- (2) The Customer shall keep the Reserved Goods in safe custody for us free of charge.
- (3) The Customer is entitled to process and sell the goods subject to retention of title in the ordinary course of business until the event of realization (para. 8) occurs. Pledges and transfers by way of security are not permitted.
- (4) If the reserved goods are processed by the Customer, it is agreed that the processing is carried out in our name and for our account as manufacturer and that we acquire direct ownership or - if the processing is carried out from materials of several owners or the value of the processed object is higher than the value of the reserved goods - co-ownership (fractional ownership) of the newly created object in proportion to the value of the reserved goods to the value of the newly created object. In the event that no such acquisition of ownership should

occur with us, the Customer transfers to us already now its future ownership or - in the above-mentioned relationship - co-ownership of the newly created object as security. If the Reserved Goods are combined or inseparably mixed with other items to form a single item and one of the other items is to be regarded as the main item, we shall, insofar as the main item belongs to us, transfer proportional co-ownership of the single item to the Customer in the proportion stated in sentence 1.

- (5) In the event of resale of the Reserved Goods, the Customer hereby assigns to us as security the resulting claim against the purchaser - in the event of co-ownership corresponding to our co-ownership share of the reserved goods. The same applies to other claims that take the place of the Reserved Goods or otherwise arise with regard to the Reserved Goods, such as insurance claims or claims arising from tort in the event of loss or destruction. We revocably authorize the Customer to collect the claims assigned to us in its own name. We will only revoke this direct debit authorization in the event of realization.
- (6) If third parties access the Reserved Goods, in particular by seizure, the Customer shall immediately inform them of our ownership thereof and inform us thereof in order to enable us to enforce our ownership rights. If the third party is not in a position to reimburse us for the judicial or extrajudicial costs incurred in this connection, the Customer shall be liable to us for this.
- (7) We shall release the Reserved Goods as well as the goods or claims replacing them if their value exceeds the amount of the secured claims by more than 50%. The choice of the items to be released afterwards lies with us.
- (8) In the event of breach of contract by the Customer, in particular in the event of default in payment, we shall be entitled to withdraw from the contract (liquidation case) and to demand the return of the Reserved Goods.

9. Notification obligations of the Customer and approvals

- (1) The Customer shall obtain official approvals, which are a prerequisite for the installation of the goods to be supplied by us, at his own expense and in good time, unless the official approval is, by its nature or due to express statutory regulations, not to be obtained by the Customer but by us.
- (2) The Customer is obliged to draw our attention to special legal or official regulations, guidelines and requirements if their non-observance endangers the use or installation of the item and if we can reasonably expect the information according to commercial usage.

10. Assignment

The assignment of rights and/or the transfer of the Customer's obligations under the contract are not permitted without our written consent.

11. Final provisions

- (1) If the Customer is a merchant, a legal entity under public law or a special fund under public law or if it has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for all disputes arising from the business relationship between us and the Customer shall, at our discretion, be the court responsible for our registered office in Ulm or at the Customer's registered office. Mandatory legal provisions concerning exclusive places of jurisdiction shall remain unaffected by this provision.
- (2) The relations between us and the Customer are exclusively subject to the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

- (3) Insofar as the contract or these General Terms and Conditions contain loopholes, those legally effective provisions shall be deemed agreed to fill these loopholes which the contracting parties would have agreed in accordance with the economic objectives of the contract and the purpose of these General Terms and Conditions if they had been aware of the loophole.

Ulm, July 2017