

General Terms and Conditions of Purchase of ADLATUS Robotics GmbH

1. General, scope of application

- (1) These General Purchasing Conditions (GCP) apply to all business relations with our suppliers ("Seller"). The GCP shall only apply if the Seller is an entrepreneur (Section 14 German Civil Code, BGB), a legal entity under public law or a special fund under public law.
- (2) The GCP apply in particular to contracts for the purchase and delivery of movable goods ("Goods") or services irrespective of whether the seller manufactures the goods itself or buys them from suppliers or performs the service itself or commissions a third party (Sections 433, 651 German Civil Code, BGB). Unless otherwise agreed, the GCP in the version valid at the time of the Buyer's order or at least in the version last notified to it in text form shall also apply as a framework agreement for similar future contracts without us having to refer to them again in each individual case.
- (3) These GCP apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Seller shall only become part of the contract if and to the extent that we have expressly agreed to their validity in writing. This requirement of consent applies in any case, for example even if we accept the Seller's deliveries without reservation in knowledge of the Seller's general terms and conditions.
- (4) Individual agreements made with the Seller in individual cases (including ancillary agreements, supplements and amendments) shall take precedence over these GCP in all cases. These must be in writing in order to be valid. Telecommunications, in particular by fax or e-mail, shall suffice for the written form, provided that a copy of the signed declaration is transmitted.
- (5) Legally relevant declarations and notifications to be made to us by the Seller after conclusion of the contract (e.g. setting of deadlines, reminders, declaration of withdrawal) must be made in writing to be effective.
- (6) References to the validity of legal regulations have only clarifying meaning. Even without such clarification, the statutory provisions shall therefore apply, unless they are directly amended or expressly excluded in these GCP.

2. Conclusion of contract

- (1) Our order is binding at the earliest upon written submission or confirmation. The Seller shall notify us of obvious errors (e.g. typing and calculation errors) and incompleteness of the order including the order documents for the purpose of correction or completion before acceptance; otherwise the contract shall be deemed not concluded.
- (2) The Seller is obliged to confirm our order in writing within a period of 5 working days. If we are already in a permanent business relationship with the Seller, the order shall be deemed accepted if the Seller does not object in writing within the aforementioned period (acceptance).

Late acceptance is considered a new offer and requires our acceptance.

3. Delivery time and delay in delivery

- (1) The delivery time stated by us in the order is binding. If the delivery time is not stated in the order and has not been agreed otherwise, it is 8 weeks from the conclusion of the contract. The Seller is obliged to inform us immediately in writing if it is unlikely to be able to meet agreed delivery times - for whatever reasons.
- (2) If the Seller does not render its performance or does not do so within the agreed delivery period or if the Seller is in default, our rights - in particular with regard to withdrawal and damages - shall be determined in accordance with the statutory provisions. The provisions in para. 3 remain unaffected.

- (3) If the Seller is in default, we may demand a contractual penalty amounting to 0.3% of the net price per working day, but not more than a total of 5% of the net price of the goods or services delivered late. We are entitled to demand the contractual penalty in addition to performance and as a minimum amount of damages owed by the Seller in accordance with the statutory provisions; the assertion of further damages remains unaffected. If we accept the delayed delivery or performance, we will claim the contractual penalty at the latest with the final payment.

4. Performance, delivery, passing of risk, default of acceptance

- (1) Without our prior written consent, the Seller is not entitled to have the service owed by it performed by third parties (e.g. subcontractors). The Seller bears the procurement risk for its services, unless otherwise agreed in individual cases (e.g. limitation to stock).
- (2) Delivery within Germany is "free domicile" to the place specified in the order. If the place of destination is not specified and nothing else has been agreed, the delivery must be made to our registered office in 89077 Ulm. The respective place of destination is also the place of performance for the delivery and any subsequent performance (obligation to perform).
- (3) The delivery must be accompanied by a delivery note stating the date (issue and dispatch), the contents of the delivery (article number and quantity) and our order identification (date and number). If the delivery note is missing or incomplete, we are not responsible for any resulting delays in processing and payment. A corresponding dispatch note with the same content must be sent to us separately from the delivery note.
- (4) The risk of accidental loss and accidental deterioration of the goods shall pass to us upon handover at the place of performance. If acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law governing contracts for work and services (*Werkvertragsrecht*) shall also apply accordingly in the event of acceptance. If we are in default of acceptance, this shall be deemed equivalent to handover or acceptance.
- (5) The packaging must be taken back and disposed of by the Seller. Place of performance is our registered office. If the Seller is in default with the obligation to take back the packaging, we are entitled to dispose of the packaging ourselves and to charge the Seller 1% of the net order volume for the disposal. The Seller is free to prove that the expenditure has remained lower.
- (6) The statutory provisions shall apply to the occurrence of our default in acceptance. However, the Seller must also expressly offer us its service if a certain or determinable calendar time has been agreed for an action or cooperation on our part (e.g. provision of material). If we are in default of acceptance, the Seller can demand reimbursement of its additional expenses in accordance with the statutory provisions (Section 304 German Civil Code, BGB). If the contract concerns an unjustifiable item to be produced by the Seller (individual production), the Seller is only entitled to further rights if we have undertaken to cooperate and are responsible for the failure to cooperate.

5. Prices and terms of payment

- (1) The price stated in the order is binding. All prices include the statutory value added tax, if this is not shown separately.
- (2) Unless otherwise agreed in individual cases, the price includes all services and ancillary performances of the Seller (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including possible transport and liability insurance). The return of the packaging requires special agreement.
- (3) The invoice must be sent to us in duplicate. It contains the order number, quantity and unit of measure, gross, net and, if applicable, calculated weight, the article description with our arti-

cle number, the remaining quantity still open for partial deliveries, the price per item and the total price. The invoice must meet the requirements of tax law, in particular Section 14 of the German Value Added Tax Act (*Umsatzsteuergesetz*).

- (4) The agreed price is due for payment within 60 calendar days of complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice. If we make payment within 30 calendar days, the Seller grants us 3% discount on the net amount of the invoice. In the case of bank transfers, payment has been made on time if our transfer order is received by our bank before the end of the payment period; we are not responsible for delays by the banks involved in the payment transaction.
- (5) We do not owe interest at maturity. The statutory provisions shall apply to default in payment.
- (6) We are entitled to set-off and retention rights as well as the plea of non-performance of the contract to the statutory extent.
- (7) Claims of the seller against us may only be assigned with our express consent. Section 354a German Commercial Code (*Handelsgesetzbuch*) remains unaffected.

6. Confidentiality and retention of title

- (1) We reserve ownership rights and copyrights to illustrations, plans, drawings, calculations, execution instructions, product descriptions and other documents. Such documents are to be used exclusively for the contractual performance and are to be returned to us after completion of the contract. The documents are to be kept secret from third parties, even after termination of the contract. The obligation of secrecy shall not expire until and insofar as the knowledge contained in the documents provided has become generally known.
- (2) The above provision shall apply accordingly to materials (e.g. software, finished and semi-finished products) as well as to templates, samples and other items which we provide to the Seller for production. Such items must - as long as they are not processed - be kept separately at the Seller's expense and insured to an appropriate extent against destruction and loss.
- (3) Any processing, mixing or combination (further processing) of objects provided by the Seller shall be carried out for us. The same applies to further processing of the delivered goods by us, so that we are considered as manufacturer and acquire ownership of the product in accordance with the statutory provisions at the latest upon further processing.
- (4) We reserve title to tools; the Seller is obliged to use the tools exclusively for the manufacture of the goods ordered by us. It is also obliged to insure the tools belonging to us at replacement value at its own expense against fire, water and theft damage. The Seller assigns to us all claims for compensation under this insurance; we hereby accept the assignment. The Seller is obliged to carry out any necessary maintenance and inspection work on our tools as well as all maintenance and repair work at its own expense in good time. It shall notify us immediately of any malfunctions; if the Seller culpably fails to do so, claims for damages shall remain unaffected.
- (5) The transfer of the goods to us must take place unconditionally and without consideration of the payment of the price. However, if in individual cases we accept an offer for transfer of ownership made by the Seller conditional on payment of the purchase price, the Seller's reservation of title shall expire at the latest upon payment of the purchase price for the goods delivered. In the ordinary course of business, we remain authorized to resell the goods even before payment of the purchase price, assigning in advance the resulting claim (alternatively the simple retention of title extended to the resale). All other forms of retention of title, in particular the extended, the forwarded and the prolonged retention of title for further processing, are thus excluded.

7. Defective delivery

- (1) The statutory provisions shall apply to our rights in the event of material defects and defects in title of the goods (including incorrect and short delivery as well as improper assembly, defective assembly, operating or operating instructions) and in the event of other breaches of duty by the Seller, unless otherwise specified below.
- (2) In accordance with the statutory provisions, the Seller shall be liable in particular for the goods having the agreed quality when the risk passes to us. In any case, those product descriptions which - in particular by designation or reference in our order - are the subject matter of the respective contract or have been included in the contract in the same way as these GCP shall be deemed to be an agreement on quality. It makes no difference whether the product description comes from us, the Seller or the manufacturer. The Seller guarantees that the delivered goods comply with legal regulations. This applies to the statutory regulations at the place of destination, in particular also to the CE requirements under European Union law.
- (3) Notwithstanding Section 442 para. 1 sentence 2 German Civil Code (BGB), we shall also be entitled to claims for defects without limitation if the defect remained unknown to us due to gross negligence when the contract was concluded.
- (4) The statutory provisions (Section 377, 381 German Commercial Code, HGB) apply to the commercial duty to examine and give notice of defects with the following proviso: Our obligation to inspect is limited to defects which come to light during our incoming goods inspection under external inspection including the delivery documents as well as during our quality control by random sampling (e.g. transport damage, wrong and short delivery). If acceptance has been agreed, there is no obligation to inspect. In all other respects, it depends on the extent to which an investigation is feasible in the ordinary course of business, taking into account the circumstances of the individual case.

Our obligation to give notice of defects discovered later remains unaffected. In all cases, our complaint (notice of defects) shall be deemed immediate and timely if it is received by the Seller within 10 working days.

- (5) The costs incurred by the Seller for the purpose of inspection and subsequent performance (including any removal and installation costs) shall be borne by the Seller even if it turns out that no defect actually existed. Our liability for damages in the event of an unjustified demand to rectify defects shall remain unaffected; in this respect, however, we shall only be liable if we have recognized or have not recognized grossly negligently that no defect existed.
- (6) If the Seller does not fulfill its obligation to subsequent performance - at our discretion by eliminating the defect (subsequent improvement) or by delivering a defect-free item (replacement delivery) - within a reasonable period of time set by us, we may remedy the defect ourselves and demand reimbursement from the Seller of the expenses required for this or a corresponding advance payment. If the subsequent performance by the Seller has failed or is unreasonable for us (e.g. due to particular urgency, danger to operational safety or imminent disproportionate damage), no time limit is required; we shall inform the Seller immediately, if possible in advance, of such circumstances.
- (7) In all other cases, we are entitled to reduce the purchase price or to withdraw from the contract in the event of a material defect or a defect in title in accordance with the statutory provisions. In addition, we are entitled to compensation for damages and expenses in accordance with the statutory provisions.

8. Supplier recourse

- (1) We are entitled to our legally determined recourse claims within a supply chain (supplier recourse according to Sections 478, 479 German Civil Code, BGB) in addition to the claims for defects without limitation. In particular, we are entitled to demand exactly the type of subsequent performance (repair or replacement delivery) from the Seller which we owe to our customer in the individual case. This does not restrict our statutory right to choose (Section 439 para. 1 German Civil Code, BGB).

- (2) Before we acknowledge or fulfill a claim for defects asserted by our customer (including reimbursement of expenses in accordance with Sections 478 Para. 2, 439 Para. 2 German Civil Code, BGB), we will notify the Seller and ask for a written statement with a brief explanation of the facts. If the statement is not made within a reasonable period of time and if no amicable solution is reached either, the claim for defects actually granted by us shall be deemed owed to our customer; in this case, the Seller shall be responsible for providing evidence to the contrary.
- (3) Our claims from supplier recourse shall also apply if the goods were further processed by us or one of our customers, e.g. by installation in another product, before they were sold to a consumer.

9. Manufacturer's liability

- (1) If the Seller is responsible for a product damage, it must indemnify us against claims of third parties to the extent that the cause lies within its sphere of control and organization and it is liable itself in the external relationship.
- (2) Within the scope of his indemnification obligation, the Seller shall reimburse expenses pursuant to Sections 683, 670 German Civil Code (*Bürgerliches Gesetzbuch, BGB*) resulting from or in connection with a third party claim, including product recalls carried out by us. We will inform the Seller about the content and scope of recall measures - as far as possible and reasonable - and give it the opportunity to comment. Further legal claims remain unaffected.
- (3) The seller must take out and maintain product liability insurance with a flat-rate sum insured of at least EUR 10 million per personal injury/property damage.

10. Statute of limitations

- (1) The mutual claims of the contracting parties shall become statute-barred according to the statutory provisions, unless otherwise provided below.
- (2) Deviating from Section 438 para.1 no. 3 German Civil Code (BGB), the general limitation period for claims for defects is 3 years from the transfer of risk. If acceptance has been agreed, the limitation period begins with acceptance. The 3-year limitation period shall also apply accordingly to claims arising from defects of title, whereby the statutory limitation period for claims for restitution in rem by third parties (Section 438 para.1 no. 1 German Civil Code, BGB) shall remain unaffected; claims arising from defects of title shall not become statute-barred under any circumstances as long as the third party can still assert the right against us - in particular in the absence of a limitation period.
- (3) The limitation periods of the right of purchase, including the above extension, apply - to the statutory extent - to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (Sections 195, 199 German Civil Code, BGB) shall apply, unless the application of the limitation periods of the sales law in an individual case leads to a longer limitation period.

11. Final provisions

- (1) If the Seller or service provider 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 is, at our discretion, 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