

GENERAL TERMS AND CONDITIONS

Robojob NV - Industriepark 12 (zone B) - 2220 Heist-op-den-Berg

1. General

1.1. Unless stated otherwise in the special terms and conditions and/or unless explicitly agreed otherwise in writing, these general terms and conditions apply to the agreement between Robojob NV and the other contracting party.

1.2. The other party acknowledges to have read these general terms and conditions and to accept them, both by signing the quote or the order form or by its explicit or tacit acceptance of the invoice from Robojob NV.

These general terms and agreements take precedence over any general terms and conditions of the other contracting party which must be considered as non-existent, except in the event Robojob NV has made an explicit exemption in writing. An order confirmation by Robojob NV can never apply or be considered as such an exemption.

1.3. All agreements are deemed to have been entered into and carried out at the registered address of Robojob NV as set out on the front page of the quote and/or order form.

1.4. The commercial agents of Robojob NV are not authorised to enter into binding agreements on behalf of the company, nor to take receipt of deposits or payments, unless they have received a special proxy to that effect. Agreements negotiated by them must be ratified by Robojob NV's Board of Directors before they become effective.

2. Order

2.1. The other party is contractually bound from as soon as it has placed an order or signed an offer or order from Robojob NV. Robojob NV is only obliged to carry out the offer from the date it is signed.

2.2. Only the written acceptance or order confirmation binds Robojob NV towards the other party.

2.3. If the other party wishes to amend the order confirmation, the amendment must be requested within two working days in writing by fax, email or registered mail sent to Robojob NV. Any order placed is considered final and will be carried out pursuant to the order confirmation if the other party has not indicated otherwise within a period of two working days. In the event Robojob NV has accepted an amended order, the other party is obliged to reimburse all the additional costs resulting from the change made to the order.

3. Price

3.1. Weights, measurements, prices and other information contained in catalogues, price lists and other documentation are only indicative. Robojob NV retains the right to adjust its prices if the cost determining factors, such as (but not limited to) exchange rate fluctuations, salary increases (determined by law and/or accepted by the competent joint committees), increases in direct or indirect taxes, social charges or insurance premiums, raw materials, equipment, etc., have changed after the quote was issued.

3.2. The prices specified by Robojob NV in the order confirmations and quotes (that are still within their term of validity) are the only correct prices, since price lists may be changed without prior notice to the other contracting parties.

4. Delivery terms

4.1. Robojob NV always delivers goods 'ex works', unless explicitly agreed otherwise in writing. Goods are therefore always sent at the expense and risk of the other contracting party, and also for its account. The other contracting party will therefore not be able to take any recourse against Robojob NV in the event of delay, loss or missing items.

4.2. The terms specified for delivery and completion are only indicative and not binding in any way for Robojob NV. Any failure by Robojob NV to comply with those terms will not result in an entitlement to damages or to terminate the agreement.

4.3. The indicative lead time to fulfil the orders starts from the fifth working day after the date indicated on the order confirmation sent by Robojob NV or from the fifth working day after the date of the order if Robojob NV did not send an order confirmation, on condition that Robojob NV already received all the required information that the other contracting party needs to make

available.

4.4. If the other contracting party passes on comments and/or changes to Robojob NV after the delivery period has already started, Robojob NV will decide whether it can accept those changes and/or comments. In the event the changes are accepted, the original lead time will no longer apply. Robojob NV will give another indicative delivery time for the amended order.

4.5. If contrary to the standard agreement, the parties entered into an explicit, written agreement that the delivery terms would be binding, these terms will be extended by application of law by a period that is at least equal to the duration of the delay that may be caused by one or more of the following events:

- when the other contracting party has not fulfilled the terms of payment;
- when the other contracting party has not provided all the necessary information on time regarding the order to be carried out;
- when the other contracting party failed to comply with an obligation arising from the contract;
- when the delay is due to a supplier or producer of Robojob NV;
- labour disputes or any other circumstances that fall reasonably outside the company's control, such as force majeure, riots and disturbances, floods, fire, strikes, lock-out, problems finding transport and the issuance of laws.

4.6. Robojob NV can only be held liable for damages for late delivery if it undertook in writing to observe a binding and ultimate delivery term, and on condition that the other contracting party provides proof (1) that the delay was due to a serious error made by Robojob NV, as well as (2) of the extent of the loss actually incurred by the other contracting party. Under no circumstances can the damages exceed the value of the goods. Commercial loss and consequential loss can never be eligible for damages.

5. Terms of payment

5.1. Invoices are payable on receipt, unless a due date is stipulated on the invoices. Unless explicitly agreed otherwise in writing, the payments must be made either in cash at the registered office of Robojob NV, or by transfer to Robojob NV's bank account. The payment obligation can only be discharged after the payment has been irrevocably received into Robojob NV's account.

5.2. Any invoice that is not paid on the due date will by operation of law, without the need for a notice of default, accrue a conventional default interest at 10% per year, which interest will be capitalised annually. In addition and on top of this conventional default interest, the contracting party will also owe damages of 10% for each - even partially - unpaid invoice on the overdue amount, with a minimum of 250 euro, also if any respite terms are granted. Parties therefore explicitly agree that this payment is fixed and that it can therefore not be changed, even if the default is only partial.

Furthermore, the other contracting party will be liable for all court costs and enforcement costs. In the event of non-payment on the invoice's due date, even invoices that are not yet due, invoices not subject to a notice of default, become immediately payable by operation of law. Other contracting parties that have fallen in arrears lose the right to a discount.

5.3. If the invoice is issued to a third party at the other contracting party's request, the other contracting party remains at least jointly and severally liable for the entire amount.

5.4. Any dispute of an invoice must be sent by registered mail, including the grounds on which it is made, within seven days from the invoice date, failing which it will be inadmissible.

5.5. In the event the other contracting party does not comply promptly and fully with the terms of payment, Robojob NV has the right, either to declare the agreement terminated by operation of law and without the need to precede it with a notice of default, or to suspend all contracts, deliveries and work in progress (even if these are not covered by the invoices concerned) and to recover the goods supplied. In the event Robojob NV opts for the dissolution of the agreement, it will be entitled to a fixed payment of 20% in damages, without prejudice to its right to claim further damages in the event the loss is greater.

6. Complaints

6.1. The other contracting party must immediately examine the goods supplied for conformity and visible defects. Any visible defect must be reported by registered mail within three days from delivery of the goods concerned, failing which the complaint will be inadmissible. Hidden defects must be reported by registered mail, including the grounds of the complaint, within an eight-day period of the other contracting party discovering them or being able to discover them, failing which the complaint will be considered inadmissible.

6.2. In the event of a well-founded complaint within these terms, Robojob NV is only obliged to repair the defective parts or goods, or to replace them without the other contracting party being entitled to any other compensation. Goods must only be returned if Robojob NV has explicitly permitted it in writing.

6.3. No complaint ever discharges the other contracting party from its payment obligations.

7. Guarantee and liability

7.1. Robojob NV undertakes to remedy defects in the goods it supplied, when those defects have arisen from the faulty design, material or processing performed by Robojob NV itself. This obligation does not apply if the fault is attributable to equipment or ancillaries supplied by the other contracting party or if it ensues from a construction imposed by the latter. Nor does the guarantee commitment apply in the event of a coincidence or force majeure, or for defects arising from omission, poor maintenance of misuse of the equipment by the other contracting party or its employees.

7.2. Unless explicitly agreed otherwise, this guarantee commitment applies to the aforementioned defects that occur within a period of up to one year after the installation, or for a maximum of 2000 Robot operating hours, dependent on which of the above limits is reached first.

7.3. In order to lay claim to the benefits of these dispositions, the other contracting party must send a letter to Robojob NV by registered mail within five working days from establishing the defect with a clear description of the defects attributed to the equipment, including evidence.

7.4. The works arising from Robojob NV's guarantee commitment will be carried out in a location chosen by Robojob NV and they will in principle be limited to replacing the faulty parts. Transport costs and the costs to move the equipment or faulty parts must be carried by the other contracting party, as well as travel costs, labour and subsistence expenses associated with the repair of the equipment or faulty parts. The replaced parts must be returned carriage paid to Robojob NV's warehouse within one month of being replaced, failing which Robojob NV is entitled to invoice the parts concerned. Costs for assistance, resources or ancillaries, required for the repair are always payable by the other contracting party.

7.5. Robojob NV's responsibility is strictly limited to the obligations specified here and it is explicitly agreed that Robojob NV is not liable for any damages payable to the other contracting party for personal injuries that may occur with the machines and/or materials supplied, nor for damage caused to goods other than those covered by this agreement, nor for any lost profit or any other form of loss.

7.6. If Robojob NV is held liable in relation to third parties pursuant to the Act of 25.02.1991, the other contracting party undertakes to fully indemnify Robojob NV in that respect.

8. Discharging circumstances

8.1. The following circumstances (without being an exhaustive list) are considered as discharging, provided they occur after this agreement is entered into and they impede the fulfilment of it: labour conflicts and any other circumstances, such as fire, mobilisation, attachment, embargo, a prohibition on the transfer of foreign currencies, insurgence, a shortage of means of transport, a general scarcity of supplies and raw materials, restrictions on energy consumption, if those circumstances occur outside Robojob NV's control.

8.2. The occurrence of one of these circumstances discharges Robojob NV from its responsibility.

9. Retention of title

9.1. Robojob NV shall keep full ownership of goods ordered or supplied, for as long as they have not been paid for in full. It will also retain the right to recover the goods at the other party's expense in the event of non-payment or (an application for) bankruptcy, without exception and regardless of where the goods are held, irrespective of whether the goods have been processed or what real estate they were attached to.

9.2. This retention of title clause remains in force when the other contracting party is in liquidation, subject to the Continuity of Enterprises Act (WCO), or in another similar situation. The bankruptcy or WCO status, or a change in circumstances (as provided in Article 10 of these terms and conditions) of the other party gives immediate grounds for the termination of the agreement by operation of law at the cost of the other party, as part of which Robojob NV is also entitled to demand that the goods supplied are returned.

9.3. The other party must always take all the necessary measures to safeguard Robojob NV's ownership rights, which involves: (1) taking out the necessary insurance policies, and (2) forwarding all the relevant information in relation to these ownership rights, or any threat to them, to Robojob NV. In the event of (suspected) non-compliance with these obligations, the other party must return the goods concerned to Robojob NV at the latter's first request, at the other party's own cost and risk, within 24 hours, resulting in the automatic termination of the agreement and/or written order confirmation. In the event the retention of title is violated, Robojob NV automatically acquires a right of pledge to the sale price realised, and the other party will furthermore become liable for a fixed amount in damages of 20% of the total invoice amount.

9.4. Any studies, drawings and technical descriptions will remain the exclusive property of Robojob NV. They must not be used or copied for other purposes than those stipulated in the contract entered into with the other party.

10. Change of situation

Any change in the other party's situation, as a result of which the other party can no longer fulfil its obligations (e.g. death, bankruptcy, protests, dissolution, amendment to the articles of association) entitles Robojob NV:

- * to suspend the fulfilment of the orders;
- * to demand the immediate payment of any unpaid invoice(s);
- * to demand the immediate payment of any order carried out and to be invoiced;
- * to demand a payment guarantee.

If the other contracting party or its legal successors refuse to comply with this, it will be guilty of unilaterally defaulting on the agreement. In that case, Robojob NV will be entitled to damages for the unilateral cancellation, as stipulated in Article 11 of these terms and conditions.

11. Cancellation

Regardless of the payment of costs already incurred, the other contracting party will also be liable for damages to Robojob NV for lost profit in the event it unilaterally cancels the agreement.

These damages in relation to lost profit are established as a fixed amount of 20% of the agreed net price (including VAT).

These damages may be higher if Robojob NV demonstrates that the lost profit represents a greater amount.

12. Nullity of clauses

Any nullity of one or more clauses in these general terms and conditions shall not affect the validity of the other clauses or of the special terms and conditions.

13. Compensation

Only Robojob NV is entitled to compensate claims for damages against the other contracting party with any claims for damages from the other contracting party against Robojob NV.

14. Responsibility

Unless agreed otherwise in writing, only the Courts of Antwerp shall be competent to hear any dispute concerning the agreement between Robojob NV and the other party, which courts will apply Belgian law and these general terms and conditions.