



**INVERT
ROBOTICS**

GENERAL TERMS AND CONDITIONS of the private limited company Invert Robotics Europe B.V., Chamber of Commerce no. 66376254

1. Definitions

- 1.1. Assignment: an agreement for services within the meaning of Section 7:400 Dutch Civil Code et seq whereby Contractor binds itself towards Principal for the performance of inspection services.
- 1.2. Contractor: Invert Robotics Europe B.V. (hereinafter: Invert Robotics), a private limited company, with its registered office and principal place of business in (5627 GA) Eindhoven, the Netherlands, at Avignonlaan 35.
- 1.3. Principal: the natural or legal person who has granted Invert Robotics an Assignment for the performance of inspection services.
- 1.4. Parties: Principal and Contractor.
- 1.5. Contract period: the agreed duration of the Assignment.

2. Applicability of these terms and conditions

- 2.1. These General Terms and Conditions apply to all offers and/or quotations, legal relations and agreements relating to the work to be performed by Contractor in the broadest sense of the word, and also subject to the agreements concluded as such and the further agreements or legal acts following therefrom, unless otherwise has been agreed in writing. By the mere placing of an Assignment, Principal accepts the applicability of these Conditions.
- 2.2. These General Terms and Conditions are also stipulated for persons affiliated with Invert Robotics, any third party who, whether or not in its employ, is engaged by Invert Robotics for the performance of any Assignment or who is or may be liable in connection therewith, as well as all respective legal successors by operation of law under universal title.
- 2.3. The applicability of any general terms and conditions of the Principal is expressly excluded and rejected.
- 2.4. Any stipulations that deviate from these Conditions are only valid if confirmed in writing by Invert Robotics. Any deviations from these Conditions that Invert Robotics at any time applies or accepts to the benefit of Principal shall never grant the right to Principal to subsequently rely on them or to claim these as an established right for the application of such stipulation.
- 2.5. These Terms and Conditions also govern contracts concluded by and between Principal and a natural or legal person affiliated with Invert Robotics who is engaged by Invert Robotics with Principal's approval for the execution of an Assignment. If and in so far as such engaged third party applies general terms and conditions of its own, these General Terms and Conditions of Invert Robotics shall nevertheless remain fully applicable to Principal.
- 2.6. These General Terms and Conditions shall remain in force also after the Contract, or part of it, is terminated or rescinded as well.

3. Conclusion, scope and execution of the contract

- 3.1. All quotations and numbered offers are free and non-committal, unless expressly otherwise agreed. Unless otherwise stated, all quotations and offers are valid for a period of one (1) month.
- 3.2. All offers prepared by Invert Robotics are based on information received from Principal. Principal warrants that it has provided all essential and relevant information required for the set up and performance of the services by Invert Robotic.
- 3.3. The scope of the Assignment is determined by the description of the services as stipulated in the offer and/or work Assignment and/or Assignment form and/or Contract including all changes agreed upon in writing at a later date.
- 3.4. The agreement regarding the execution of the Assignment becomes effective already as soon as Principal confirms the offer submitted by Invert Robotics or Invert Robotics has received the undersigned and completed Assignment form. The parties are free to prove the making of the contract by other means. If the offer and/or work Assignment and/or Assignment form and/or contract has not been confirmed by the Principal in any manner and Invert Robotics nevertheless has commenced the execution of the Assignment with the consent of Principal, the content of the offer be deemed binding between the parties. The contract with all annexes among which the General Terms and Conditions constitute all agreements between the parties and replace all prior contracts, commitments and agreements between parties relating to this matter.
- 3.5. Principal will ensure that all the data and documents, which Contractor indicates to be necessary or in respect of which the Principal is reasonably deemed to understand that these are necessary for the performance of the contract, are timely provided to the Contractor. If the data and documents required for the performance of the contract have not been provided to the Contractor timely and correctly, Invert Robotics has the right to suspend the performance of the contract and/or charge Principal the extra costs resulting from the delay in accordance with the agreed tariffs.
- 3.6. The Assignment will be executed by way of approximation within the agreed (estimated) period stipulated in the offer, the Assignment form and/or contract unless this appears to be impossible. If the agreed period of time threatens to be exceeded, Invert Robotics is obliged to consult with Principal in this respect as soon as possible. Invert Robotics will not be in default only by the expiration of the term without notice of default.
- 3.7. The manner in which the granted Assignment is to be executed shall be decided by Invert Robotics. Invert Robotics will keep Principal informed of the execution of the Assignment and upon request will provide all information that may in reason be provided in view of the nature of the work.
- 3.8. Invert Robotics must be notified by Principal of any complaint in respect of the performance of the Assignment and/or contract in writing within 14 (fourteen) days after the

defect in the performance is discovered, provided that Principal demonstrates that it was reasonably unable to detect the defect sooner, failing which Principal may no longer invoke the defect in the performance.

3.9. Invert Robotics has the right to have specific work be performed by third parties with whom Invert Robotics works together on a regular basis, without notification to Principal. Services shall only be contracted out to third parties other than those referred to above with the consent of Principal, except in the situation where the Assignment must be deemed to fall to the other party as part of the normal execution of Invert Robotics' tasks.

3.10. Through acceptance of the Assignment, during the performance of the assigned and agreed work Invert Robotics undertakes no more than to strive for a useful result for Principal.

3.11. Invert Robotics will perform the Assignment to the best of its abilities, and the requirements of good workmanship.

3.12 Each agreement is entered into under the suspensive condition that the Principal appears to be sufficiently creditworthy for the financial performance of the agreement. In this regard, the Contractor is entitled to demand (additional) security from the Principal at or after the conclusion of the Contract for the fulfillment of his obligations under the contract. The Principal is not entitled to suspend its obligations of the Assignment if abovementioned demand is made.

3.13. Amendments, additions, and/or extensions to the Assignment and/or contract will only be binding on the parties if they have agreed upon in writing and relate only to the Assignment in respect of which they were made.

3.14. Principal shall use all knowledge and ideas contained in the offer of Invert Robotics exclusively for the purpose of evaluating his interest in the instruction of the Assignment. This provision also applies to proposals for modification, addition and/or extension of the Assignment.

4. Extension and termination

4.1. The contract can be concluded for a longer Contract period. After the expiration of the Contract Period, the contract will be tacitly renewed for a period of one month, unless Parties have agreed otherwise in writing at least one month before the end of the Contract period. The renewed contract is continued under the same conditions unless Parties have deviated therefrom in writing.

4.2. Parties are entitled to terminate this contract at all times during the interim, subject to a notice period of one (1) month. Notice of termination will each time be given in writing.

4.3. By way of derogation from the provisions in the preceding paragraph of this article, the Parties can terminate this agreement with immediate effect without giving reasons if:

- A) the other party is declared bankrupt;
- B) the other party is granted (provisional) suspension of payment;
- C) the company of the other party is dissolved or liquidated;
- D) prejudgment attachment or attachment in execution has been effected with regard to a substantial part of movable

and/or immovable property or any other type of property of one of the Parties.

4.4. Each of the Parties has the right to terminate this agreement with immediate effect and without judicial intervention if the other party materially fails to fulfill its obligations and does not, after being notified in writing, fulfill its obligations within five working days of dispatch of this notice.

4.6. If, on the basis of preceding clauses, the Principal terminates the contract, Invert Robotics shall not be liable to pay any damages to the Principal.

4.7. In the event that the Principal, after Invert Robotics has already started with the work in the framework of the Assignment, withdraws the Assignment and/or wants to terminate the contract without any breach of an attributable shortcoming on the side of Invert Robotics and Invert Robotics agrees in writing with such withdrawal and/or termination, the contract will be terminated in writing with mutual agreement. In the event aforementioned and referred to, Invert Robotics is entitled to compensation for financial loss, such as suffered loss, lost profit and incurred costs.

5. Fees

5.1. The fee payable by the Principal to Invert Robotics is stipulated in the Assignment contract.

5.3. Invert Robotics will charge to the Principal the fee agreed upon in the Assignment after completion of the services or at the first day of each calendar month if a longer contract period has been agreed.

5.4. All payments of the invoiced amounts must be made within thirty (30) days after the invoice is sent, without any right to deductions, discounts, set-off, or suspension.

5.4. Payment of the invoice amount must be made, without the right of discount or setoff, within 30 days of the invoice being sent.

5.5. If the Principal does not pay the invoice within the term referred to above, then Principal is at default by operation of law and is bound to pay statutory interest for trade agreements increased by any additional collection costs. Invoices are optionally provided with a specification.

5.6. The Contractor is entitled to invoice on the basis of advance declarations, or to require additional security for the fulfillment of the (payment) obligations of the Principal.

5.7. In case of termination, liquidation, bankruptcy or suspension of payment of the Principal, the Principal's obligations will be immediately due and payable.

5.8. Payments made by the Principal will first be used for payment of all interest and costs due, and secondly, for those payable invoices which have been outstanding for the longest even though the Principal indicates that the payment relates to a more recent invoice.

5.9. All costs incurred by Invert Robotics relating to and as a result of judicial or extrajudicial collection of its claim on Principal, are for account of the Principal. The extrajudicial costs are fixed at fifteen percent (15%) of the amount to be claimed with a minimum of € 250 (in words: two hundred fifty Euros).

5.10. If Invert Robotics wins the legal (collecting) proceedings, in whole or in part, all costs incurred or to be incurred by

Invert Robotics in connection with the procedure are borne by Principal.

5.11. Invert Robotics reserves the title of ownership with regard to all matters that Invert Robotics will make available to the Principal within the framework of the Assignment, including any physical objects, until the time the amount(s) the Principal owes in connection with the Assignment from Principal to Invert Robotics or otherwise is/are paid.

5.12. Invert Robotics is authorized to suspend performance of all its obligations, including the issuance of documents or other matters to the Principal or third parties, up to the moment that all claim which are due and payable by the Principal have been fully met.

Article 6 Liability

6.1 The Contractor is only liable for direct loss which has arisen as a direct result of work carried out for the Principal in connection with the execution of the Assignment. The Principal is required to present a claim for such loss in writing to the Contractor within a term of 14 days after such loss has been determined.

6.2. The Contractor is never liable to the Principal for consequential and indirect loss, including – but not limited to – operating loss, loss due to damage, loss due to delay, loss of profit, loss due to stagnation in operations, loss due to contamination of soil, air or roads, loss as a result of actions of administrative bodies, etc. – whether or not suffered by the Principal or third parties – caused by work carried out for the Principal in connection with the execution of the Assignment. The limitation of liability laid down in this paragraph does not apply if the loss is due to intent or gross negligence of the Contractor.

6.3 The Contractor is not liable for loss of any nature whatsoever arising because the Contractor has acted on the basis of inaccurate and/or incomplete details furnished by the Principal.

6.4. Notwithstanding the provisions in the preceding articles, the Contractor's liability will in no case go further than and will never exceed an amount of two times the invoiced amount charged by Invert Robotics to the Principal with regard to the Assignment.

6.5. The Principal indemnifies the Contractor against all possible claims and/or notices of liability which ensue from inaccurate or incomplete information and documents which it made available to Invert Robotics

6.6. The Principal indemnifies Invert Robotics and/or persons used and/or engaged by Invert Robotics in the execution of the Assignment against all claims of third parties under the heading of loss suffered by these third parties ensuing from the application of or the use of the result of Invert Robotics B.V.'s work by the Principal or by another person to whom the Principal has made that result available, unless there is intent or gross negligence on the part of Invert Robotics and/or on the part of persons used and/or engaged by Invert Robotics in the execution of the Assignment. If despite the above provisions the Contractor is held liable by a third party and the Contractor has had to pay compensation, the Contractor has a right of recovery from the Principal for the full compensation of loss and costs paid in that event.

Article 7 Force majeure

7.1. Force majeure means circumstances which impede the performance of the contract and which are beyond the Contractor's control. Circumstances which can cause force majeure are: strikes, wildcat strikes, political strikes, illness or death of an employee who has appeared to be irreplaceable and a general lack of goods or services necessary for the effecting of the agreed performance.

7.2. The party who is prevented by force majeure from completing the contract, can without judicial intervention terminate this contract without any obligation to pay compensation and without prejudice to the further rights it is entitled to.

7.3. A party who foresees that it will fail in the performance of the contract due to force majeure, will immediately report this force majeure to the other party in writing.

7.4. The Principal will at all times, including in the case of force majeure, make the payments owed to the Contractor under the heading of this contract for services already provided.

7.5. If upon the arising of the force majeure the Contractor has already performed its obligations in part, or can only perform its obligations in part, it is entitled to invoice the part already executed or which can be executed separately and the Principal is bound to pay this invoice, without any right to discount or set-off.

Article 8 Confidentiality

8.1. The parties are subject to a duty of confidentiality in respect of all confidential information which they have obtained from each other or from another source in the framework of the contract. All information, whether or not connected with the execution of the Assignment, is deemed confidential with the exception of information which is publicly known. This obligation applies both during the Assignment and after termination thereof.

8.2. Upon the termination of the Assignment and full payment of what is owed to the Contractor, the Contractor is bound to immediately make the information obtained from the Principal under the heading of the Assignment, including written documents and database files, available to the Principal.

8.3 Without the prior written consent of Invert Robotics the Principal is not permitted:

- a. to reproduce a report made by Invert Robotics and/or publish such report in whole or in part by means of print, photocopy, microfilm, in electronic form or in any other way whatsoever, or to store it in a retrieval system;
- b. to allow a report issued by Invert Robotics to be inspected outside of the circle of persons who, taking account of the scope of the Assignment, are directly interested parties;
- c. to use a report issued by Invert Robotics in whole or in part for the filing of claims, for the conducting of court proceedings, for advertising or negative publicity or for recruitment in a more general sense;
- d. to use the name of Invert Robotics B.V., in whatever context, in the publication of a part or parts of a report issued

by Invert Robotics and/or for one or more of the purposes set out under c.;

e. in the framework of advertising or negative publicity and on behalf of recruitment in a more general sense, to refer to a report issued by Invert Robotics B.V., if and insofar as this reference might suggest an incorrect and/or complete picture of the results appearing from the report issued by Invert Robotics;

f. to use any logo of Invert Robotics;

g. if the Principal breaches any of the provisions of this article, the Principal will immediately forfeit, without the need for any notice of default, a penalty of € 10,000 (in words: ten thousand euros) per breach per day without prejudice to the Principal's obligation to fully indemnify Invert Robotics against all possible loss arising due to breach of the provisions of this article.

Article 9 Protection of knowledge

9.1. Insofar as the execution of the Assignment by Invert Robotics leads to patentable matter, Invert Robotics has the right to apply for a patent in its name and at its expense.

Article 10 Final provisions of these general terms and conditions

10.1. If one of the provisions of these general terms and conditions is declared void, all other provisions will remain in full effect. To replace the provision to be declared void, the Principal and the Contractor will enter into consultation, whereby the original aim of the provision is observed as much as possible.

10.2. It is only possible to deviate from these general terms and conditions by written agreement.

10.3. The Contractor is authorised to make changes to these terms and conditions. The changes enter into force at the announced time of entry into force. The aforementioned changes have no influence on the Assignments ongoing during the entry into force, unless the Parties agree otherwise.

10.4. The Assignment and/or the contract as referred to in these General Terms and Conditions and the performance thereof are governed by Dutch law.

10.5. All disputes which might arise in connection with the Assignment, or in connection with further agreements which are the result thereof, will exclusively be presented to the Zeeland-West-Brabant District Court for adjudication.