

I. General

These Terms & Conditions of Sale and Licence shall apply exclusively to all deliveries or offers, including those in the future, of Roboception GmbH (hereinafter called "Roboception"). Any terms and conditions of business to differing effect issued by the Customer, or ancillary agreements, shall only be effective if Roboception recognises them in writing. These Terms & Conditions of Sale and Licence shall apply even if Roboception carries out the delivery without reservation in cognizance of differing terms and conditions of business issued by the customer.

These Terms & Conditions of Sale and Licence shall only apply to entrepreneurs as defined in Section 14 of the German Civil Code (BGB), a legal entity under public law, and special public assets. An entrepreneur shall be a natural or legal person or legally competent business partnership which, upon conclusion of contract, is acting in exercise of its commercial or independent professional activity.

II. Creation and content of contract

1. Offers and orders

- a) Offers shall be non-binding. The contract between Roboception and the customer – if the customer has filled in an order form – shall only be created upon written acceptance of order by Roboception, or in any case through delivery or provision of the products so ordered. Due and proper self-delivery is hereby reserved.
- b) Roboception may accept orders within two weeks from receipt.

2. Prices, and terms and conditions of payment

- a) The prices of products are shown on the order form and the current price list, or will be stated on request. The prices set out therein shall be net prices, to which must be added Value Added Tax at the statutory rate on the day of invoice issue. The Value Added Tax shall be shown separately on the invoice.
- b) The purchase price shall be due immediately. Unless agreed otherwise in the individual case, payment must be made without delay following receipt of the invoice without deduction. Should the invoice fail to be settled within 30 days following receipt, the customer shall be in debtor's default. In determining whether a payment has been made on time, receipt of the said payment by Roboception shall be decisive.
- c) The customer shall only enjoy rights of offset and retention if his counterclaims have been finally confirmed at law, are undisputed, or are recognised by Roboception. The customer shall be entitled to exercise a right of retention only insofar as his counterclaim is grounded on the same contractual relationship.

3. Delivery

- a) Delivery dates shall be non-binding, unless agreed as binding in the exceptional case.

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- b) The products shall be shipped to the customer by Roboception. The customer shall pay the shipping costs. The customer shall be notified of these costs by Roboception. The amount of shipping costs will depend in particular on the destination to which the products are to be shipped and on whether the customer desires particular shipping services (express delivery and similar).
- c) Should the customer be in default of acceptance, or should he culpably breach his duties of collaboration, Roboception shall be entitled to require any additional costs to be reimbursed. Further claims shall remain hereby reserved.
- d) All events of force majeure, or other impediments to performance for which Roboception is not responsible under Section 276 of the German Civil Code (BGB), shall release Roboception from fulfilment of the contractual duties which it has assumed for as long as they last. Roboception shall have a duty to notify the customer immediately should such an event occur. At the same time Roboception shall inform the customer of how long the event is expected to last. Should the performance of Roboception become permanently impossible as a result of the event, Roboception or the customer may withdraw from contract. This shall apply particularly if such an event lasts longer than three months. In this case the counterperformance shall be reimbursed immediately.

4. Guarantee

- a) Products shall be in accordance with contract if they meet the technical specifications in question. The suitability of the said products for their particular purpose must be checked by the customer himself. This shall apply particularly with regard to the compatibility of the said products with the customer's hardware. Roboception hereby undertakes a guarantee for a particular purpose or a particular suitability only insofar as this has been expressly agreed with the customer; otherwise the customer shall be solely responsible for the risk of suitability and utilisation.
- b) The customer's defect rights shall require as a prior condition that he has properly met his inspection and complaint obligations as set out in Section 377 of the German Commercial Code (HGB). Defect complaints must be made in writing.
- c) Should a defect be present, and should complaint thereof have been made by the customer in good time, Roboception shall be entitled, as it may choose, either to rectify the defect or to deliver a new defect-free product. Should software be involved, subsequent fulfilment may take the form of supplying a newer software version in a suitable form which has the required characteristic.
- d) Should software be involved, the customer must assist Roboception upon request in ascertaining and rectifying the defect and if necessary must allow inspection of the relevant documents showing the particular circumstances under which the defect occurred. In these cases, the place of fulfilment shall be the registered office of Roboception, whereby a fulfilment may also be made with the aid of telecommunication means, insofar as this may reasonably be expected with regard to IT security.

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- e) In the case of software, Roboception hereby reserves the right to check, with the requisite care, whether a defect subject to subsequent fulfilment is present, or whether this actually fails to fall under the duty of subsequent fulfilment (ostensible defect). Should a mere ostensible defect be present, Roboception shall rectify the said defect, at the customer's request, at a charge.
- f) Should the subsequent fulfilment fail, or should Roboception refuse to carry it out, the customer shall have the right to require withdrawal or reduction in price, as he may choose. Right of withdrawal shall not subsist in the case of minor defects.
- g) The period of limitation for defect claims shall be one year following transfer of risk. Any claims for damages pursuant to the following Section 5 shall not be affected hereby. Nor shall Sections 445a and 445 b of the German Civil Code (BGB) be affected hereby.

5. Liability and exclusion of liability

- a) Roboception shall be liable for intent and gross negligence without limitation in accordance with statutory provisions. Should it be in breach of a cardinal contractual duty, Roboception shall also be liable for simple negligence. Liability for simple negligence shall be restricted to the typical loss foreseeable at the time when the contract was concluded. Cardinal duties shall be all contractual duties without whose fulfilment the due and proper execution of the contract cannot take place at all and on whose fulfilment the contracting partner may normally rely. The foregoing provisions shall also apply in case of culpability by Roboception's legal representatives or vicarious agents.
- b) Should software be involved, Roboception shall not be liable in cases where the customer has undertaken changes to the said software, unless these changes were without impact on the creation of the defect. In deciding whether Roboception is culpable, it must be taken into account that software cannot be produced technically defect-free.
- c) Roboception shall not be liable for loss of data and/or programs insofar as the loss has eventuated because the customer has failed to carry out data backups, thereby ensuring that lost data can be restored with reasonable expenditure of time and money.
- d) The foregoing limitations of liability shall not apply in the case of physical injury, damage to health, or loss of life. Nor likewise shall claims under product liability be affected by the foregoing limitations of liability. Nor shall the foregoing limitations of liability apply in the case of malicious concealment of a defect or insofar as Roboception has undertaken a guarantee for the characteristic features of the products.
- e) Insofar as liability for damages is excluded or restricted, this shall also apply with reference to the personal liability for damages of employees, staff, servants, representatives and vicarious agents of Roboception.

6. Retention of title

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- a) Roboception shall retain title to the products vended until full payment of the purchase price.
- b) The customer shall have a duty to handle with care the products subject to retention of title (hereinafter called “reserved goods”) and so to store them that their quality is not diminished. In particular, the customer shall have a duty to insure the reserved goods at his own cost sufficiently at replacement value against fire, flood and theft. The customer assigns to Roboception here and now the benefits accruing to him in a claim against the insurer and hereby agrees to notify the insurer of the said assignment.
- c) It shall not be permitted to pledge the reserved goods or to transfer them as security. The customer shall be entitled to re-sell the reserved goods by way of due and proper business. The customer assigns to Roboception here and now all receivables due to him for the re-sale from his purchasers or third parties to the amount of the invoice (including Value Added Tax) for Roboception’s receivable. The assignment shall be made irrespective of whether the reserved goods have been re-sold without or following processing. The customer shall remain entitled even after the assignment to collect this receivable from his purchaser. The right of Roboception to collect the receivable itself shall not be effected thereby as long as the customer meets his duties of payment from the proceeds collected, is not in default of payment, and the customer has not suspended his payments. Should one of the foregoing cases occur, Roboception may require the customer to notify Roboception of the assigned receivables and their debtors, to provide all information required for collection, to supply the documents pertaining thereto, and to inform his purchasers of the assignment.
- d) Should the customer act in breach of contract, Roboception shall be entitled to take back the reserved goods without previously withdrawing from the contract. The customer grants Roboception permission here and now, should these prior conditions be fulfilled, to enter its business premises during usual business hours and to repossess the reserved goods. Having taken the reserved goods back, Roboception shall be entitled to sell them. The proceeds of such sale shall be offset against the customer’s liabilities, less reasonable sale costs. Roboception shall further be entitled, having set a period of grace, to withdraw from the contract.
- e) In case of liens or other executions by third parties the customer must inform Roboception immediately, so that Roboception is able to bring a claim under Section 771 of the German Civil Proceedings Code (ZPO).
- f) Processing of the reserved goods shall be carried out always for Roboception. Should the reserved goods be combined with other items to which Roboception does not enjoy title, Roboception shall acquire joint title to the new product in the proportion which the value of the reserved goods (invoice sum including Value Added Tax) holds to the other items processed at the time of processing. The same shall apply to the new entity created by the processing or combination as to the reserved goods.
- g) Roboception hereby agrees to release a part of these securities at the customer’s request insofar as the realisable value of all securities exceeds the value of the

receivables so secured by more than 10%. Roboception shall be entitled to select the securities to be so released.

III. Supplementary rules on software

The Type rc_visard products sold by Roboception and further hardware products are ready for immediate use. Even without purchase of further software, the rc_visard and further hardware products can be used with the pre-installed software (hereinafter called “basic software”). In order for this to be possible, it is necessary for the user to have a PC, tablet or similar device, along with a functioning web browser. It is possible in addition to purchase licences to other software which supplements the basic software (hereinafter called “supplementary software”).

1. Basic software

The following shall apply to the basic software:

a) **Subject of licensing and licence fee**

The basic software is pre-installed on all models of rc_visard, enabling it to be used for basic functions. The precise specifications will be found in the product information under www.roboception.com/de/ or on the datasheet usually supplied as a pdf file. The basic software shall be supplied to the customer for use permanently, subject to transfer of rc_visard to third parties.

b) **Handover and installation**

The licence fee is comprised in the purchase price of rc_visard. The licence for the software is issued in each case only for the rc_visard purchased, is tied thereto, and cannot be separated therefrom.

The customer shall receive the basic software pre-installed on rc_visard. The software shall already be fully functional.

c) **Rights of use**

The customer shall have the right to use the basic software permanently to the extent required for proper utilisation as intended. This right of use shall be a simple, non-exclusive, transferable right of use. The customer shall not be permitted to process the software in whatever form. Production of backup copies or other duplicates shall only be allowed following prior, written permission by Roboception. Public provision, e.g. publication or the offer of download on the internet, shall not be permitted. In case of doubt this grant of right of use must be interpreted restrictively.

The customer shall be entitled to sell rc_visard to third parties in installed or uninstalled form. In this case the simple rights of use granted to the basic software shall pass to the purchaser. The customer shall lose his rights of use to basic software installed on rc_visard upon assignment of the rc_visard in question to third parties.

d) **Updates and patches**

For obvious malfunctions of the basic software, Roboception shall provide patches for the particular purpose free of charge.

Roboception will endeavour to publish updates to the basic software for each model for a period of at least 3 calendar years, counting from the publication date of the rc_visard in question, in order to optimise it further and to develop additional functions. There shall be no legal right to the production of updates. Roboception hereby reserves the right to supply updates only at a fee.

e) **Copy protection**

The customer shall not be entitled to remove or evade the basic software's existing protection mechanisms against unauthorised use, particularly for copy protection, unless this is necessary to rectify a defect which must be rectified by Roboception under existing guarantee claims and trouble-free use cannot be guaranteed in any

other way. Copyright notices, serial numbers and other software-identification components must likewise not be removed or changed and/or suppressed.

f) Conflicting rights of third parties

Should the basic software infringe any rights of third parties, Roboception may, as it shall choose and at its own cost, with regard to the performance in question either make changes which remove the breach of protective law, or acquire the rights of use pertaining thereto for the customer.

g) Services

Should he so wish, the customer shall receive support services in questions connected with the use of the basic software which are not a subject of the guarantee claim. These consultancy services shall be charged in accordance with an hourly rate to be agreed (chargeable quarter-hourly). Equally, Roboception will train the customer in the use of the basic software should he so wish, at an hourly rate to be agreed. To make contact for this purpose, Roboception will set up the e-mail address support@roboception.de and telephone number +49 89 8895079-0 and hereby guarantees that these contacts will be reachable during usual business hours.

h) Reference to further clauses

The foregoing rules shall apply by way of supplement to the clauses of Parts I, II and IV of these Terms & Conditions of Sale and Licence, unless stated otherwise, either expressly or by implication from the nature of the matter concerned.

2. Supplementary software

The following shall apply to the supplementary software obtainable optionally in addition:

a) Subject of licensing and licence fee

The precise specifications of the supplementary software will be found in the product information under www.roboception.com/de/ or on the datasheet usually sent as a pdf file.

Insofar as supplementary software is supplied on an rc_visard, purchase of its own licence for each rc_visard shall be required.

If supplementary software is not supplied on an rc_visard, Roboception shall allow installation of the software on a device which is secured through an integrated copy-protection software or licence-management software. Should the customer wish for usage on further devices, the further licences required for this must be purchased.

Should the customer wish for both a version on an rc_visard and also a version for another device (such as a PC), he must purchase a separate licence for this purpose in each case.

A licence fee must be paid for the said use, the amount of such fee being shown in the current price list.

b) Handover and installation

The handover of the software shall be effected either on the rc_visard itself or on a separate data carrier (e.g. on a USB stick) or as a download. Insofar as supplementary software is to be used on a PC, the customer shall be responsible for the installation. It shall be the customer's responsibility to deploy suitable hardware, in order to facilitate the proper use of the supplementary software as intended.

c) Rights of use

The grant of rights of use shall depend on the form in which the supplementary software is supplied to the customer:

aa) Supply of supplementary software on rc_visard

The customer shall have the right to use the supplementary software permanently to the extent required for its proper utilisation as intended. This shall be a simple, non-exclusive, transferable right of use. The customer shall not be allowed to process the supplementary software nor to sub-license it to third parties. Nor shall the customer be allowed to make the supplementary software publicly available. The production of backup copies and other duplicates shall only be permitted following prior, written consent by Roboception. In case of doubt this grant of right of use must be interpreted restrictively.

The customer shall be entitled to sell rc_visard to third parties in installed or uninstalled form. In this case the rights of use granted to the supplementary software shall pass to the purchaser. The customer shall lose his rights of use to the supplementary software installed on rc_visard on the condition precedent of transfer of the rc_visard in question to third parties.

bb) Supply of supplementary software on another data carrier or download

The customer shall have the right to use the supplementary software permanently to the extent necessary for its proper utilisation as intended. Roboception shall permit installation of the software on a device, whereby Roboception shall control, by means of copy-protection software or licence-management software, that any use over and above this cannot take place.

Roboception hereby grants the customer a non-exclusive, non-transferable, simple right of use. The customer shall not be allowed to process the supplementary software nor to sub-license it to third parties. Nor shall the customer be allowed to make the supplementary software publicly available and/or to disseminate it. The production of backup copies and other duplicates shall only be permitted following prior, written consent by Roboception. In case of doubt this grant of rights of use must be interpreted restrictively.

d) Updates and patches

For obvious malfunctions of the supplementary software, Roboception shall provide patches for the particular purpose free of charge.

Roboception will endeavour regularly to publish updates to the supplementary software for a period of at least 3 calendar years, counting from the publication date in question, in order to optimise it further and to develop additional functions. There shall be no legal right to the production of updates. Roboception hereby reserves the right to supply updates only at a fee.

e) Copy protection

The customer shall not be entitled to remove or evade the supplementary software's existing protection mechanisms against unauthorised use, particularly for copy protection, unless this is necessary to rectify a defect which must be rectified by Roboception under existing guarantee claims and trouble-free use cannot be guaranteed in any other way. Copyright notices, serial numbers and other software-identification components must likewise not be removed or changed and/or suppressed.

f) Conflicting rights of third parties

Should the supplementary software infringe any rights of third parties, Roboception may, as it shall choose and at its own cost, with regard to the performance in question either make changes which remove the breach of protective law, or acquire the rights of use pertaining thereto for the customer.

g) Services

Should he so wish, the customer shall receive support services in questions connected with the use of the supplementary software which are not a subject of the guarantee claim. These consultancy services shall be charged in accordance with an hourly rate to be agreed (chargeable quarter-hourly). Equally, Roboception will train the customer in the use of the supplementary software should he so wish, at an hourly rate to be agreed. To make contact for this purpose, Roboception will set up the e-mail address support@roboception.de and telephone number +49 89 8895079-0 and hereby guarantees that these contacts will be reachable during normal business hours.

h) Reference to further clauses

The foregoing rules shall apply by way of supplement to the clauses in Parts I, II and IV of these Terms & Conditions of Sale and Licence, unless stated otherwise, either expressly or by implication from the nature of the matter concerned.

IV. Data protection

Data protection requirements, in particular the General Data Protection Regulation (GDPR), are observed with regard to customers' personal data. In the following, Roboception informs its customers about the collection of their personal data when concluding contracts.

1. Description, purpose and legal basis for data processing

- a) The customers' personal data is collected, stored, processed and used by Roboception where and as long as this is necessary for implementing measures prior to entering into a contract or for performing the contract. Any further collection, storage, processing or use of the data takes place only where this is legally required or permitted, or where the customer has given his/her express consent for us to do so.
- b) For implementing measures prior to entering into a contract or for performing this contract, we are required pursuant to Art. 6 (1) b) GDPR to collect, process and use details – besides the company's name and VAT ID no. – such as the name of the contact person, a billing address, a delivery address (if different), and an e-mail address (hereinafter referred to as "personal data").
- c) To the extent legally permissible, Roboception is authorised to forward this personal data to third parties if and to the extent that this is necessary for implementing measures prior to entering into a contract or for performing this contract (such as shipping companies, invoicing services) pursuant to Art. 6 (1) b) GDPR or for compliance with a legal obligation pursuant to Art. 6 (1) c) GDPR.

2. Storage period

The customers' personal data will be deleted by Roboception upon expiry of the statutory retention period (Section 147 (3) of the German Fiscal Code) at the latest, i.e. after 10 years, commencing with the date on which the contract was concluded.

3. Questions about data protection and customers' rights

- a) Where the statutory requirements are met, customers have the right to request information from Roboception at any time about the personal data relating to them stored by Roboception. Where the statutory requirements are met, customers also have the right to request that their data be rectified, blocked and/or erased or forwarded to a third party, or to have the processing of such restricted. Where the customer has given us permission to use his/her personal data, he/she may withdraw this consent at any time with effect for the future. He/she also has the right to complain to a supervisory authority.

- b)** Please contact the controller, Roboception, for information about your personal data, and for the rectification, erasure, or blocking of your personal data, and to exercise your right of withdrawal or objection:
Roboception GmbH
Kaflerstrasse 2
81241 Munich, Germany
Telephone: +49 (0)89 8895079 – 0
E-mail: info@roboception.de
- c)** Further information on the handling of personal data and the rights to which customers are entitled can be found in Roboception's privacy policy (<http://roboception.com/wp-content/uploads/2018/07/Privacy-Policy-Roboception-GmbH-July-2018.pdf>).

V. Concluding provisions

If the customer is a merchant, the registered office of Roboception shall be the sole place of jurisdiction. Roboception shall be entitled, however, to sue the customer at any other legal place of jurisdiction.

Should the customer be a merchant, the place of fulfilment shall be the registered office of Roboception.

Should any individual provision of these Terms & Conditions of Sale and Licence be or become ineffective, either wholly or in part, the efficacy of the remaining provisions shall not be affected thereby.

Amendments or supplements to the contract and ancillary agreements must be in writing. This shall also apply with regard to this requirement of written form.

The law of the Federal Republic of Germany shall apply; application of UN Sale and Purchase law is hereby excluded.

The German version of these Terms & Conditions of Sale and Licence shall prevail. Versions in other languages shall be only translations.

Status: July 2018