

BOUMATIC ROBOTICS B.V.
GENERAL TERMS AND CONDITIONS OF SALE

Filed at the trade registry of the Dutch Chamber of Commerce Gooi-, Eem- en Flevoland on 12 September 2011 under number 52167771.

These General Terms and Conditions of Sale apply, to the exclusion of any general terms and conditions used by the Buyer which shall not apply in the relationship between BMR and the Buyer, even if the Buyer refers to or has included its general terms and conditions in the order or any other correspondence between BMR and the Buyer, to all sales of products and/or delivery of services by BMR or any person engaged by BMR to any party including any distributor and/or dealer except in the case the applicability of these General Terms and Conditions of Sale has been explicitly excluded in a document in writing signed by an authorized representative of BMR.

1. DEFINITIONS

- **Agreement:** any agreement entered into by BMR and the Buyer
- **BMR:** the private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) BouMatic Robotics B.V., with its corporate seat in Emmeloord, the Netherlands (address: Energieweg 1, 8304 AJ, Emmeloord) and registered with the trade register under number 52167771, and/or one or more of its Group Companies.
- **Buyer:** the contract party of BMR.
- **DCC:** the Dutch Civil Code (*Burgerlijk Wetboek*).
- **Delivery:** with respect to goods, the actual delivery of the goods to the Buyer, and with respect to services the completion of those services, in whole or in part.
- **Group Companies:** companies which directly or indirectly control or are controlled by BMR, or are under the same control as BMR
- **Products:** the goods, property rights and/or services which BMR shall deliver or has delivered pursuant to the Agreement.
- **T&C:** these general terms and conditions of sale of BMR of September 2011.

2. GENERAL

- 2.1 These T&C apply to all offers, agreements and any legal relationship between BMR and the Buyer in connection with the Products.
- 2.2 Parties may deviate from particular terms in these T&C by written consent of both parties only.
- 2.3 In these T&C, whenever the term 'in writing' is used this term shall include writing by fax, e-mail or any other electronic medium.
- 2.4 In the event of a conflict between the English text of these T&C and any translations thereof, the English text shall prevail.

3. FORMATION OF THE AGREEMENT

- 3.1 Each offer of BMR to the Buyer shall be free of obligation, is valid during the time period as provided in the offer and after lapse of such time period automatically ceases. In case no such time period is explicitly provided, a period of 90 (ninety) days after the offer has been made shall apply.
- 3.2 Any order for Products shall be in writing by the Buyer to BMR. The order contains the desired date and place of Delivery. Each order must be for a minimum invoice amount of EUR 500 (five hundred euros) excluding tax.
- 3.3 BMR is, at all times, authorized to break off negotiations with the Buyer. In such event, BMR shall have no obligation (i) to give a statement with respect to the reason of such break off, (ii) to compensate the Buyer for any damage, costs or loss, or (iii) to resume negotiations.
- 3.4 The formation of an Agreement between BMR and the Buyer is completed:
 - (i) with respect to an offer, in the event the Buyer accepts such offer in writing within the valid time period; or
 - (ii) with respect to an order, in the event BMR accepts such order in writing.
- 3.5 Notwithstanding the foregoing, orders for consumables, accessories, spare parts, chemicals and sanitary products are deemed accepted implicitly if BMR does not refuse in writing to accept the order within 5 (five) working days following receipt by BMR of the order.
- 3.6 Orders accepted by BMR may only be cancelled by the Buyer upon acceptance of such cancellation by BMR in the event of reasons beyond the Buyer's control. Any costs incurred with respect to such cancellation shall be borne by the Buyer.

4. PRICE

- 4.1 The prices invoiced are based upon the BMR recommended end user price list and the Buyer's discount applicable on the date of receipt by BMR of the order.
- 4.2 Unless BMR and the Buyer agree otherwise, all prices stated by BMR are governed by the Incoterm DDP (Delivered Duty Paid (Incoterms 2010)) and are exclusive of VAT. BMR reserves the right to change the price list, with prior written notice by BMR to the Buyer within a time period as stipulated in the Agreement. In case no such time period is explicitly provided, a period of 3 (three) months will apply.
- 4.3 Prices of consumable Products may be changed by BMR with prior written notice to the Buyer, taken into account a notice period of 1 (one) month, if such price increase is caused by or relates to an increase of raw material prices, fluctuations of exchange rates, technical modifications or any other external event affecting the prices of such Products.
- 4.4 If after the execution date of the Agreement one or more cost elements of the Products increase, which increase was not reasonably foreseeable by BMR at the time of conclusion of the Agreement, BMR is entitled to increase the agreed price.
- 4.5 For orders priced at EUR 1500 (fifteen hundred euros) net price (exclusive of tax) or more, excluding sanitation, cooling tanks and Sani-Star products, BMR will pay the cost of the freight and insurance from the BMR warehouse to the Delivery point indicated by the Buyer (within EU member states and Switzerland). All other shipment costs are for the account of the Buyer.
- 4.6 Prices are including carriage- and insurance costs, however in case an urgent delivery is requested by the Buyer and it is necessary to use air freight or special delivery or courier services, shipping charges and insurance during such transport will be for the account of the Buyer.
- 4.7 In no case, the price given for a complete assembly can be used as a basis to calculate the individual price of any of its component parts.

5. DELIVERY

- 5.1 Unless BMR and the Buyer agree otherwise in writing, Delivery of the Products shall be governed by the Incoterm DDP (Delivered Duty Paid (Incoterms 2010)) at the place determined by BMR or at any order place which was agreed upon in writing by the parties.
- 5.2 Notwithstanding, the provisions of article 6 of these T&C, immediately after the Delivery of a Product, the Buyer shall bear all risk of direct and indirect damage as well as consequential damage which may be caused to or by such Product, unless to the extent such damage is due to the wilful negligence or an intentional act of BMR.
- 5.3 A delivery period provided by BMR, will not constitute a strict deadline (*fatale termijn*), unless specifically agreed upon between BMR and the Buyer. BMR shall not be in default, unless the Buyer has declared BMR is in default and only after the expiration of the agreed delivery term period, or after, in accordance with article 5.4, a deferred delivery time period is expired.
- 5.4 In the event BMR is unable to fulfil its obligation within the agreed time period, BMR shall immediately notify the Buyer of such event. In such event, the parties will, to the extend possible, agree upon a new delivery date.
- 5.5 BMR reserves the right to perform its obligations under the Agreement in parts and invoice such parts separately.
- 5.6 For the determination of weight, standards, figures and the composition of the delivered Products, BMR calculation methods shall apply, with the exception of evidence to the contrary.
- 5.7 Pictures, leaflets, samples and models of Products which are provided to the Buyer, are for indication purposes only and shall not give the Buyer any entitlement to claim nonconformity (*non-conformiteit*) in relation with the Products.
- 5.8 The conditions of use and storage of Products as well as their intended and/or potential use in combination with other devices or products cannot be foreseen by BMR, and BMR, therefore, cannot be held accountable for damages, if any, that might result therefrom. It is the Buyer's responsibility to check:
- the quality and conformity of the products; and
 - the consequences, if any, of the use of the aforementioned information and/or of BMR products, in respect of rules relating to security, industry standards, or intellectual property rights applicable at their place of sale or of use.
- 5.9 BMR is not obliged to enquire the intended and/or potential use of the Products or the circumstances under which the Products shall be used.

6. RETENTION OF TITLE

- 6.1 Without prejudice to article 5 of these T&C, BMR shall, to the extent possible by law, retain the title of ownership (*eigendomsvoorbehoud*) of the Product so long as the Buyer has not (i) paid the full price thereof increased with any additional costs and complied with all its other obligations towards BMR in relation to or in connection with this Agreement and/or all agreements and/or deeds resulting therefrom, or (ii) provided security for the full price thereof which in a form and for an amount which is acceptable to BMR.
- 6.2 The Buyer shall take measures permitting all BMR Products subject to title retention (other than fungible products) that are in the Buyer's premises to be identified as such. To the extent Products cannot be so identified and to the extent permitted by applicable law, BMR Products in stock shall be considered unpaid Products.
- 6.3 The Buyer is obliged to keep the Products subject to retention of title, adequately insured against theft, damage or loss, on its own account. The Buyer shall ensure that, in the event of theft, damage or loss of the Products, the rights which the Buyer may have against its insurer shall automatically transfer or being transferred to BMR.
- 6.4 Until full payment thereof, the Buyer is not permitted to pledge or otherwise encumber the Products. Furthermore, the Buyer shall refrain from sale of any Product under title retention unless such sale is approved in advance and in writing by a duly authorized representative of BMR.
- 6.5 The Buyer shall fully cooperate so that BMR has the opportunity to exercise its right of retention of title as provided in article 6.1 by repossessing (*terugnemen*) the relevant Products, including any necessary disassembly. The Buyer hereby gives an irrevocable authorization (*onherroepelijke volmacht*) to BMR, to enter the premises/spaces of the Buyer to the extend necessary for the repossessing of the Products which are subject to retention of title. All cost which BMR may occur in relation to the repossessing of the Product shall be for the account of the Buyer.
- 6.6 The Buyer is under the obligation to inform any third parties contemplating to acquire rights with respect to delivered Products, which have not yet been paid for, of BMR's retention of title thereto and to notify BMR immediately in case any limited rights, such as attachment, are established on these products.
- 6.7 In accordance with article 3:92 DCC, BMR may, if the Buyer goes into bankruptcy (*faillissement*), suspension of payments (*surseance van betaling*), is being dissolved (*ontbonden*) or goes into liquidation (*vereffening*), rely on this article 6, to claim either ownership of the Products not paid for at the time legal proceedings are commenced or claim their retail price.

7. RETURN OF GOODS

Any Product that was ordered erroneously can only be returned to BMR after BMR has agreed in writing thereto. Return of Products shall be at a price equal to 75% of the net sale price to the Buyer in order to compensate BMR adequately for any restocking costs and charges due, unless agreed in writing otherwise between the parties.

8. FORCE MAJEURE

- 8.1 An event of force majeure is an event beyond the control of the affected party which gives the affected party reason to claim that it cannot properly perform its obligations under the Agreement, in whole or in part, whether temporarily or permanently, which shall include but not be limited to natural disasters, strikes, industrial disputes and riots, embargoes, wars, acts of terrorism, armed conflicts, lock-outs, non-availability of means of transport, acts of government and disruption(s) in the production process of the Products ("**Force Majeure**").
- 8.2 The party affected by the event of Force Majeure shall notify the other Party thereof immediately.
- 8.3 Upon the occurrence of an event constituting Force Majeure, the party affected by this event shall take all measures which may reasonably be required to perform its obligations under the Agreement as quickly as possible. The parties shall, if necessary, jointly examine the measures to be taken to limit the effect of the Force Majeure.

- 8.4 In the event a Force Majeure persists for more than 6 (six) months, delaying performance of its obligations by the party concerned, both parties shall be entitled, without judicial involvement (*rechterlijke tussenkomst*), to terminate this agreement by written notice to the other party, without the other party having any right of compensation.
- 8.5 Force Majeure and the abovementioned consequences thereof shall never apply to any payments obligations of any of the parties under an Agreement.

9. PAYMENTS

- 9.1 Unless explicitly agreed otherwise, payments shall take place ultimately within 30 days after the invoice date.
- 9.2 All payments shall be made without any deduction or set off (*verrekening*) to an account as notified by BMR. Unless agreed on in writing otherwise, payment in another manner will not be possible and will not release the Buyer from the relevant payment obligation(s).
- 9.3 If the Buyer fails to make payments within the agreed period the Buyer shall be in default and BMR is entitled, without giving notice of default, to charge the Buyer starting from the date on which the payments are due until the date of payment in full, legal interest (*wettelijke rente*) on commercial transactions (*handelstransacties*) as referred to in article 6:119a DCC. In addition, legal and other costs incurred with respect to the collection of this claim, shall be for the account of the Buyer and, without prejudice to BMR's right to claim damages, shall be a fixed amount of 10% (ten percent) of the total claim.
- 9.4 Claims of the Buyer with respect to the performance of BMR under an Agreement will not suspend the obligation of the Buyer to properly pay in time, unless BMR explicitly confirms otherwise in writing.

10. SECURITY PROVISIONS

- 10.1 In the event BMR arrives at the opinion that it has good reason to fear that the Buyer shall not completely and on time fulfil its obligations towards BMR (including but not limited to a deterioration of the financial position of the Buyer), then the Buyer is obliged to, upon first request of BMR, immediately provide security for any amounts outstanding or becoming outstanding within a reasonable period thereafter in a form and for an amount acceptable to BMR. In the event the Buyer fails to comply with such a request for provision of security within 7 (seven) days, BMR is entitled to, without notice of default being required and without judicial involvement (*rechterlijke tussenkomst*), immediately dissolve the Agreement in part or in whole and to cancel any outstanding orders of the Buyer.
- 10.2 All costs in relation to the payment, including the issuance of securities are for the account of the Buyer.

11. WARRANTY AND CLAIMS

- 11.1 The Products benefit from the limited warranty and are subject to the warranty exclusion defined in the BouMatic Robotics Warranty Schedule attached hereto and incorporated by reference in these T&C.
- 11.2 Upon Delivery, the Buyer is obliged to check if the Products are in good condition. In the event of damage or defects, the Buyer shall be required to perform all the necessary actions to ensure the opportunity for recovery against the transporter of the Products for loss or damage to Products.
- 11.3 Claims which a Buyer may have in relation to quality defects, lack of conformity or defect in quantity with respect to the delivered Products, must be received by BMR no later than [72] hours after Delivery of the Products. In the event BMR receives no claims in the aforementioned period, then the Products are considered to be in good quality, quantity and conformity.
- 11.4 In the event of direct delivery to end user, the Buyer shall proceed to the inspection of delivered products at the end user's premises. Claims for products which are directly delivered to end users will also only be accepted within the above-mentioned time limit.
- 11.5 Any claim includes at least the number of the order confirmation as well as the invoice number.
- 11.6 In the event of a defect, BMR's obligations shall be limited to the repair or replacement of the Product or a defective component thereof, compensation for the reasonable costs of necessary service or reimbursement of the purchase price, all at BMR's election. The Buyer shall not be entitled - except as provided under mandatory provisions of Dutch law - to any remedy or damages arising from the non-conformity, failure or malfunctioning of the Products, except as provided in this article 11.
- 11.7 The initial warranty obligations will remain applicable to components which have been replaced under the warranty and to activities performed under the warranty obligations, taking into account that the initial warranty period shall remain applicable after activities have been carried out under the warranty. Therefore no new warranty period will become effective.
- 11.8 A warranty shall transfer to a third party only if this has been agreed in writing between BMR and the Buyer

12. LIABILITY

- 12.1 The provisions of this article 13 will not affect the liability pursuant to Dutch mandatory law.
- 12.2 In the event of an attributable breach (*toerekenbare tekortkoming*) in the performance of one or more obligations as agreed with the Buyer, BMR will be liable only with respect to compensation for direct damage to persons and property, except in case of wilful negligence or intentional act of BMR.
- 12.3 BMR shall in no case be liable for any indirect damage and/or consequential damage (*gevolgschade*) suffered by BMR or any other party, including but not limited to any claims based upon interruption of activity or loss of revenues, profits or goodwill, even if BMR has been informed prior to the sale or furnishing the services of the possibility of such losses.
- 12.4 In all cases where BMR is nevertheless under the obligation to pay damages, such payment of damages shall never be higher than the price agreed with respect to the Products which have caused the damage, or in connection with which the damage has been caused.
- 12.5 The foregoing limitation of liability shall apply regardless of the legal ground on which the Buyer or any third party claims the damage concerned but shall not apply to (i) claims arising from death or bodily injury or to (ii) prejudice caused by gross negligence or wilful misconduct attributable to BMR.
- 12.6 The Buyer shall indemnify BMR in and out of court with regard to all claims of third parties for damages, with respect to which the liability of BMR in the relationship between BMR and the Buyer has been excluded in these T&C.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 The Buyer warrants that all intellectual property rights related to the Products delivered by BMR, including but not limited to trademarks, trade names, patents, copyrights, software, database rights, domain names, e-mail addresses or mnemonic telephone numbers, used in connection with or embodied in the Products, including the marketing and sale of the Products, unless for the purpose of performing the agreement, shall not be copied, used, disclosed or shown to third parties without the written consent of BMR thereto.

13.2 The Buyer acknowledges that all intellectual property rights as stipulated in article 13.1, which are owned by and/or licensed to BMR, are and shall remain the property of BMR, and/or its licensors.

13.3 Subject to the terms of any software licence that may be signed between the parties, BMR (or its licensors) retain all intellectual property rights in any software (including its documentation and any copies that may be made) that is incorporated in or delivered with BMR Products, and the end user's rights are limited to a non-exclusive licence to use the software in conjunction with a single BMR system during the term of validity of the applicable intellectual property rights but only so long as the relevant BMR system is being operated by the end user. The software may not be sublicensed or made available in any form to third parties, except to the end user which is operating a BMR system. The end user may not sublicense or transfer such software (sub)license. BMR reserves the right to correct errors and the software may only be decompiled, whether by the Buyer or by the end user, to the extent and subject to the conditions permitted by applicable law and following BMR's failure to furnish, upon commercially reasonable terms and within a reasonable time following receipt of a written request, the desired interface information or necessary adaptation, translation or modification.

13.4 The Buyer shall indemnify BMR against all claims of third parties, costs and expenses which arise from a breach, or an alleged breach, of the intellectual property rights of third parties as a result of the use by BMR, which intellectual property was provided to BMR by the Buyer in relation to the Agreement.

14. CONFIDENTIALITY

The Buyer shall treat all business information of BMR, which it has acquired in connection to an Agreement to which these T&C apply in whole or in part, with confidentiality and shall not disclose any of such information to third parties without the prior written consent of BMR. Buyer will procure that its, including but not limited to, employees, representatives and agents, are made aware (in advance of disclosure of confidential information) of the terms of this confidentiality provision, and the Buyer will procure that each of these persons adheres to such terms as if it were a party to the Agreement .

15. TERMINATION

15.1 In the event the Buyer is in breach of its obligations under the Agreement, and such breach has not been remedied within 15 (fifteen) days after written notice of such breach to the Buyer, BMR is entitled to terminate the Agreement with immediate effect without notice of default being required and without judicial involvement (*rechterlijke tussenkomst*).

15.2 In the event the Buyer goes into bankruptcy (*faillissement*), suspension of payments (*surseance van betaling*), is being dissolved (*ontbonden*) or goes into liquidation (*vereffening*), or any such other event in which BMR has good reason to fear the Buyer shall not be able to fulfil its obligations under the Agreement, or any change occurs in the effective control over the Buyer, BMR shall be entitled, without notice of default being required and without judicial involvement (*rechterlijke tussenkomst*), to either suspend its performance under the Agreement, or to terminate the Agreement with immediate effect in part or in whole.

15.3 If an event as stipulated in article 15.1 and article 15.2 occurs, BMR is not obliged to pay any compensation or to provide any guarantee and without prejudice to any other rights of BMR.

15.4 In the event BMR is in default with respect to its obligations towards the Buyer, then the Buyer is only authorized to terminate the Agreement if the default is deemed to be material.

16. PARTIAL INVALIDITY

If any provision of these T&C is or becomes fully or partly invalid or unenforceable, these T&C shall be considered severable as to such provision and the remainder of these T&C shall remain in effect. In that event, the parties shall make every effort to reach agreement on a new clause which differs as little as possible from the invalid or unenforceable provision.

17. GOVERNING LAW

All agreements to which these T&C apply in part or in whole, are governed by Dutch law. The parties hereby expressly agree to exclude application of the United Nations Convention on Contracts for the International Sale of Goods on the Agreement.

18. JURISDICTION

With regard to all disputes relating to, resulting from, or in connection with an Agreement to which these T&C apply in whole or in part, BMR and the Buyer shall try to reach an amicable settlement in mutual consultation. If such consultation does not achieve a solution, the respective dispute will be submitted to the competent judge in the District Court of Amsterdam.