

General terms and conditions of Pixel Robotics GmbH

(hereinafter “PIXEL ROBOTICS”)

Version 1.0, dated 01.01.2021

1. Scope

1.1 The following general terms and conditions (“GTC”) shall apply to all deliveries and services from PIXEL ROBOTICS. These GTC shall apply exclusively to orders from companies and not from consumers.

1.2 Deviating or supplementary customer’s conditions shall not apply unless they are expressly agreed in writing by PIXEL ROBOTICS.

1.3 In the framework of an ongoing business relationship, these GTC apply in their respective version even without express reference to their inclusion for all future deliveries and services.

1.4 Provisions in a contract or in a service description that contradict provisions of these GTC shall take precedence.

2. Offer, contract conclusion and changes

2.1 Information on the website or in other advertising material from PIXEL ROBOTICS shall not constitute a binding contract offer. Offers from PIXEL ROBOTICS are non-binding. The contract shall only be deemed concluded when the customer's order has been confirmed by PIXEL ROBOTICS in written or in text form, or when the performance of the ordered service has started or the delivery has been made. Oral agreements and commitments shall be deemed invalid without confirmation from PIXEL ROBOTICS in text form. PIXEL ROBOTICS reserves its right to make conclusion of the contract dependent upon an advance payment, down payment or security deposit.

2.2 If a service description is created as part of the project, it shall become a binding part of the contract only upon approval of both parties.

2.3 PIXEL ROBOTICS reserves its right to make changes to the design and form, provided that the contract’s subject is not significantly changed in terms of its usability for the customer and the changes are reasonable for the customer. Price changes for the customer shall not be associated with changes in design and form.

2.4 In case of custom-made products, the customer shall be entitled to request changes to the services to be provided by PIXEL ROBOTICS in written or in text form until acceptance, provided that the change is reasonable for PIXEL ROBOTICS, in particular, considering technical and economic conditions. PIXEL ROBOTICS shall immediately examine the change request and shall inform the customer of the examination result including any additional costs and schedule delays in written or text form within a reasonable period of time and shall submit an offer. If the customer

accepts the offer, the change shall become a part of the contract. The service's description shall be adjusted accordingly. If the change request was rejected because it was unreasonable or the customer did not accept the offer, the work shall be carried out on the basis of the previous service description (before the customer's requested change).

3. Subject of the contract and prices

3.1 Subject of the contract is described in the order confirmation and in the service's description. In case of custom-made products, PIXEL ROBOTICS shall not be obliged to check the customer's specifications for accuracy. However, PIXEL ROBOTICS will notify the customer if it does not consider the specifications plausible.

3.2 The service's description shall provide for tests having the criteria meeting both the test at PIXEL ROBOTICS (FAT - Factory Acceptance Test) and the performance test at the customer's site (SAT - Site Acceptance Test), as well as the test methods.

3.3 All prices are net; VAT/sales tax shall be accrued at the currently applicable rate. Packaging, transport, travel, installation and insurance costs as well as travel times and costs incurred shall be additionally remunerated. Unless a fixed price has been agreed, all services will be invoiced to the customer according to the PIXEL ROBOTICS price list valid at the time the contract was concluded. However, if there are more than 4 months between the conclusion of the contract and the delivery time, the current PIXEL ROBOTICS price list, applicable at the time of delivery, shall apply, provided that PIXEL ROBOTICS is not responsible for the delay.

4. Delivery and service dates, default

4.1 Delivery and service dates are set in the service description. Deviating delivery, completion and performance dates and deadlines shall only be binding if PIXEL ROBOTICS has confirmed them in written or in text form. The delivery period shall commence on the order confirmation date from PIXEL ROBOTICS, however, not before all documents or information to be provided by the customer have been provided in full and, in case of respective agreement, before receipt of an agreed down payment.

4.2 Unless otherwise agreed, deliveries are made ex works (EXW Incoterms 2010). The delivery deadline is deemed met when PIXEL ROBOTICS has notified the customer that the delivery is ready for dispatch by the time it expires. The transfer of risk takes place upon notification of readiness for dispatch.

If the customer did not fulfill his obligation to collect or if he refused PIXEL ROBOTICS' subsequent installment, he has to bear additional costs, especially the storage or additional handling costs. Upon reasonable period, PIXEL ROBOTICS shall be entitled to withdraw from the contract, to dispose of the contract's subject matter and to demand compensation. A deadline is not required if the customer seriously and finally refuses acceptance.

4.3 In case of delivery or service delays for which PIXEL ROBOTICS is not responsible, e.g. in case of force majeure, strikes, import and export restrictions, operational

disruptions or disruption of traffic routes, the delivery period shall be extended accordingly - even if there is a delay. PIXEL ROBOTICS shall immediately inform the customer about such obstacles and give a reasonable estimate about the expected duration.

4.4 If PIXEL ROBOTICS is responsible for the delay, the customer shall be entitled to withdraw from the contract subject to a reasonable grace period.

4.5 In case of delays for which the customer is responsible (e.g. due to failure to agree on appointments, change requests, late provision of documents and information by the customer or late payment of an agreed deposit), the delivery and service dates shall be delayed accordingly. If the delay exceeds 3 months, PIXEL ROBOTICS shall be entitled, without prejudice to the assertion of other rights, to withdraw from or terminate the contract subject to a reasonable grace period.

4.6 Software that is not directly connected to the hardware is supplied by the partner company Logivations GmbH. The terms and conditions of Logivations GmbH shall apply to these deliveries.

5. Payment

5.1 Payments shall be made without deduction within 20 days of the invoice date.

5.2 PIXEL ROBOTICS shall be entitled to issue partial invoices for the provided services. Details shall be regulated in the respective project contract.

5.3 The customer shall only be entitled to withhold payments or to set off counterclaims insofar as such claims are undisputed, have been legally established or have been recognized by PIXEL ROBOTICS.

5.4 In case of default in payment and significant deterioration in the customer's financial situation, PIXEL ROBOTICS reserves the right, within the framework of the statutory provisions, to demand securities, to refuse to fulfill the contract until the outstanding (partial) payment has been made, or to withdraw from the contract.

6. Retention of title

6.1 PIXEL ROBOTICS retains ownership of the contractual item until it has been paid for in full. In case of goods that the customer receives in the course of an ongoing business relationship, PIXEL ROBOTICS retains title until all claims have been settled. The customer shall be obliged to keep the reserved goods in a proper condition for the duration of the retention of title.

6.2 The customer may neither pledge the reserved goods, nor assign them as security, nor make other dispositions over them. If third parties access the reserved goods, the customer shall indicate the retention of title and notify PIXEL ROBOTICS immediately. This also shall apply to impairments of the reserved goods of any other kind. Costs that PIXEL ROBOTICS incurs as a result of such access shall be borne by the customer, unless the replacement can be obtained from the third parties.

6.3 If the retention of title loses its validity in case of deliveries abroad or for other reasons, the customer shall be obliged to immediately provide PIXEL ROBOTICS with a security for the delivered contractual item or other security for the claims of PIXEL ROBOTICS, which is based on the location at which (i) the subject of the contract is located, and (ii) applicable law is effective, and (iii) the retention of title under German law is as close as possible. The customer shall make all necessary declarations and take measures and shall inform PIXEL ROBOTICS about the current status of the implementation.

7. Customer's duty to cooperate

7.1 Insofar as it is necessary for the execution of the contract, the customer shall provide PIXEL ROBOTICS with all information, documents and other means in full and in due time, including access for employees and third parties engaged by PIXEL ROBOTICS, in particular, for the installation of the contractual item at the customer's site and for the implementation of the SAT, shall grant the customer's production facility at which the PIXEL ROBOTICS' goods are to be used.

7.2 The customer shall name a person being a project manager for PIXEL ROBOTICS immediately upon the conclusion of the contract who shall serve as the PIXEL ROBOTICS' contact person.

7.3 If the customer recognized that his own information is incorrect, incomplete, ambiguous or impracticable, he shall inform PIXEL ROBOTICS immediately.

7.4 If the customer did not comply with his duty to cooperate and this resulted in delays or additional expenses, he shall compensate PIXEL ROBOTICS for any resulting damage.

7.5. For software deliveries of the software that is not directly related to the hardware, additional obligations to cooperate may apply. These obligations shall be regulated in the terms and conditions of the partner company Logivations GmbH.

8. Acceptance, implementation of FAT (Factory Acceptance Test) and SAT (Site Acceptance Test)

8.1 Acceptance takes place in text or written form. If the customer intends to refuse acceptance, he shall inform PIXEL ROBOTICS of this in written or in text form, providing the reasons.

8.2 If FAT has been agreed, the parties shall check the delivery item according to the FAT test plan within 14 working days upon readiness notification receipt by the customer. The test result protocol shall be completed. The test shall be considered successful if the results meet the criteria of the test plan regarding the operational relevant criteria.

8.3 The parties shall check the delivery item according to the SAT test plan not later than within 14 working days upon full installation at the customer's premises. The test

result protocol shall be completed. The test shall be considered successful if the results meet the criteria of the test plan regarding the operational relevant criteria.

8.4 If the customer fails to carry out FAT or SAT in time, the missed test shall be deemed to have been passed if it is not carried out by PIXEL ROBOTICS within 14 days upon a written request provided that PIXEL ROBOTICS has pointed out this consequence in the request.

8.5. For the acceptance of hardware, the functional status or the degree of completion of the supplied software shall only be relevant for the acceptance if this directly and negatively influences or blocks hardware functions.

8.6. For the acceptance of the software deliveries by Logivations GmbH through PIXEL ROBOTICS, further terms and conditions may be set by Logivations GmbH.

9. Warranty over delivered hardware

9.1 PIXEL ROBOTICS provides deliveries and services according to the generally recognized rules of technology. The services' description content shall be decisive. There shall be, generally, no warranty for software. Instead, a maintenance contract is offered for the software. The hardware shall be warranted according to the terms below.

9.2 The customer shall be obliged to examine the delivery for quantity and quality immediately upon receipt. Obvious defects that are recognizable during proper inspection shall be reported immediately, but not later than within 5 working days upon receipt of delivery, in writing, specifying the defect in detail. The functionality of the delivery shall be examined within the framework of the FAT and the SAT. Defects that appear in the process shall be reported to PIXEL ROBOTICS in text form by customer not later than the last day of the respective test run. Defects that cannot be discovered within the specified deadlines even with careful inspection shall be reported in writing immediately upon discovery. If the customer fails to notify PIXEL ROBOTICS immediately, the delivery shall be deemed to have been approved.

9.3 Claims for defects become statute-barred after 12 (twelve) months from delivery. In case of work by PIXEL ROBOTICS, the limitation period shall commence upon acceptance of the contractually agreed service. Claims for damages shall be possible exclusively to the extent regulated in section 10 of these GTC.

9.4 If any defects were detected, the customer shall be obliged to immediately cease using the subject matter of the contract upon request of PIXEL ROBOTICS (in writing or by email). The customer shall support PIXEL ROBOTICS in eliminating defects to the best of its ability.

9.5 PIXEL ROBOTICS shall not liable for damage caused by natural wear and tear, soiling, improper transport, handling, storage, use, assembly or other circumstances for which the customer or third parties are responsible. Malfunction or damage that can be traced back to special conditions of use that PIXEL ROBOTICS cannot specifically foresee shall not constitute a defect.

9.6 Specifications on the subject matter of the contract or other information about the subject matter of the contract outside the order confirmation and the description of services from PIXEL ROBOTICS serve only for description purposes and do not contain any assurance of quality. Deviations from these specifications and information shall not be considered defects if these deviations are permitted within the legal framework or are generally recognized rules of technology and the functionality is not significantly impaired.

9.7 The customer shall not be entitled to remedy defects himself or to have them remedied by third parties, unless PIXEL ROBOTICS is in default with the supplementary performance or the customer is forced to remedy the defect due to urgent operational requirements or imminent danger. If the customer acts contrary to these terms, PIXEL ROBOTICS' warranty obligation shall cease to apply. The same applies to changes made to the subject of the contract by the customer or by third parties without the prior consent of PIXEL ROBOTICS.

9.8 In order to fulfill warranty obligations, PIXEL ROBOTICS may, at its own discretion, provide supplementary performance by removing the defect or by delivering an item free of defects. If the supplementary performance costs are disproportionate, PIXEL ROBOTICS shall be entitled to refuse supplementary performance. Replaced parts shall become the property of PIXEL ROBOTICS and shall be returned to PIXEL ROBOTICS.

9.9 If there is no subsequent fulfillment within a reasonable period or if this also fails in the second attempt, the customer may, at his discretion, request a reduction in price or withdraw from the contract.

10. Liability

10.1 PIXEL ROBOTICS shall only be liable for damage intentionally caused by PIXEL ROBOTICS, with gross negligence or in violation of essential contractual obligations. In cases of minor negligence, compensation for breach of the essential contractual obligations shall be limited to the typical and foreseeable damages, at most to the total remuneration owed by the customer to PIXEL ROBOTICS under the contract.

10.2 Regulations in Section 10.1 shall not apply to claims for damages under the Product Liability Law ("Produkthaftungsgesetz") and due to injury to life, body or health.

10.3 Insofar as liability is excluded or limited according to these GTC, this also applies to the liability of the bodies of PIXEL ROBOTICS as well as to the liability of PIXEL ROBOTICS' employees and agents.

10.4 All liability claims expire after twelve months. In case of willful or grossly negligent breach of duty, fraudulent behavior, injury to life, body or health as well as claims under the Product Liability Act ("Produkthaftungsgesetz"), the statutory limitations shall apply.

11. Intellectual property, proprietary rights

11.1 PIXEL ROBOTICS reserves the right of ownership and copyright exploitation over all services provided by PIXEL ROBOTICS within the framework of the contract, in particular, over cost estimates, offer documents, drawings, findings, samples, know-how, inventions, copyrighted results, developments, source codes as well as documentation, reports, documents, ideas, drafts and designs - also in electronic form - without restriction, unless they have been expressly assigned to the customer. They shall not be transferred, published, reproduced or otherwise made available to third parties without the approval of PIXEL ROBOTICS. PIXEL ROBOTICS reserves all rights to publish, reproduce, edit and exploit the goods. If the contractual relationship did not materialize, all documents shall be returned to PIXEL ROBOTICS immediately upon request.

11.2 In case a third party asserts rights against the customer that hinder the customer in use of the contractual item, the customer shall immediately inform PIXEL ROBOTICS in written or in text form of these claims and, as far as possible, let PIXEL ROBOTICS defend against these claims. The customer shall support PIXEL ROBOTICS and provide PIXEL ROBOTICS with all necessary information about the use and possible processing as well as the necessary documents.

PIXEL ROBOTICS shall release the customer from all related third-party claims upon first request, insofar as PIXEL ROBOTICS is at fault. PIXEL ROBOTICS shall be entitled to make the necessary changes to the subject matter of the contract due to the third-party proprietary claims at its own expense, even for the goods that have already been delivered and paid for.

11.3 The customer shall ensure that the manufacture of the goods according to his specifications does not infringe any third-party industrial property rights. The customer shall indemnify PIXEL ROBOTICS from all claims for infringement of such property rights.

11.4 If there are joint developments of PIXEL ROBOTICS and the customer as a part of the services' provision by PIXEL ROBOTICS, the parties shall make a separate agreement on the respective contributions and rights of use.

12. Confidentiality

12.1 "Confidential information" shall mean all commercial and technical information and documents, data, knowledge and inventions, regardless of their form and proprietary rights, which are made available to the other contracting party.

12.2 The contracting parties undertake not to use any confidential information exchanged between the parties for any purpose other than that for which it was received. Confidential information may not be made accessible to the third parties without prior consent of the other party.

12.3 Contracting parties undertake to disclose confidential information to their employees exclusively to the extent they need access to such information and

provided they are equally obliged to maintain secrecy. Employees working with PIXEL ROBOTICS are physical persons who, on the basis of a long-term contractual agreement under German law, perform their work exclusively for PIXEL ROBOTICS or the partner company Logivations GmbH. PIXEL ROBOTICS shall be entitled to use employees of the partner company Logivations GmbH, Riesstrasse 16, 80992 Munich.

12.4 All intellectual property rights relating to Confidential information shall remain with the disclosing party. The disclosure of confidential information does not grant or confer any rights upon the receiving party.

Regardless of whether there are existing intellectual property rights, the receiving party shall refrain from copying products in any way whatsoever.

12.5 These confidentiality obligations shall not apply to information obtained from another source which has the right to provide this information,

- which was publicly known at the time of disclosure or subsequently became public without a breach of duty by the receiving party,
- which had to be disclosed due to legal obligations or by order of a court or an authority.

To the extent possible, the receiving party shall inform the other party in advance in order to provide it with an opportunity to take action against the disclosure.

The receiving party shall provide evidence of the existence of one of the aforementioned confidentiality exceptions.

13. Data protection

13.1 If there is no further consent from the customer for data processing, PIXEL ROBOTICS shall not store the customer's personal data for contract processing longer than is necessary to fulfill the contractual or legal obligations and to defend against liability claims. Legal basis for data processing is Art. 6.1.1. (b) GDPR. If the storage purposes no longer apply or if a legally prescribed storage period expires, personal data shall be deleted.

13.2 PIXEL ROBOTICS provides the customer with information about his stored data at any time free of charge in accordance with Art. 15 GDPR. In addition, if the requirements of Art. 16 ff. GDPR are met, the customer shall be entitled to correction, blocking, restriction of processing, data portability or deletion of the data. The customer may contact PIXEL ROBOTICS at any time in case of any questions. In this context, reference shall also be made to the PIXEL ROBOTICS data protection declaration.

14. Final provisions

14.1 Assignment of the customer's rights and obligations arising from this contractual relationship to the third parties, including any warranty claims, shall be excluded.

14.2 PIXEL ROBOTICS shall be entitled to have the services due under the contract performed by the third parties.

14.3 The place of performance and exclusive jurisdiction shall be the headquarters of PIXEL ROBOTICS. PIXEL ROBOTICS shall be entitled to sue the customer at his seat.

14.4 For all legal relationships between PIXEL ROBOTICS and the customer, the law of the Federal Republic of Germany shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods and to the exclusion of the private international law provisions.