ANYbotics

General Terms and Conditions of Sale and Robot-as-a-Service

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ANYbotics AG, Hagenholzstrasse 83a, 8050 Zürich, Switzerland

1. GENERAL

1.1. These General Terms and Conditions of Sale ("**Terms**") shall apply exclusively to all contracts or agreements (Individually a "**Contract**" and collectively "**Contracts**") pursuant to which a customer ("**Customer**") purchases or leases robots, including options, modules, upgrades, maintenance parts, spare parts, service parts, licensed software and consumables (individually a "**Product**" and collectively "**Products**") and/or installation, training, maintenance, repair or other services (individually a "**Service Program**" or collectively "**Service Programs**") from ANYbotics AG ("**ANYbotics**").

1.2. The application of the Customer's general contractual or business terms is excluded unless the Parties expressly agree otherwise in a Contract. Should Customer's business correspondence contain a reference to general contractual or business terms, such reference shall not have any legal effect on the relationship between ANYbotics and Customer.

2. FORMATION AND CONTENTS OF CONTRACT

2.1. ANYbotics's offer must be made in writing and specify the Products and/or the Service Programs to be binding on ANYbotics. Customer's order based on any offer by ANYbotics must be in writing. Contracts for the purchase ("**Purchase Contract**") or lease ("**RaaS Contract**") of Products shall only be formed and become effective on the date ("**Effective Date**") on which ANYbotics issues a written order confirmation ("**Order Confirmation**"). If the terms of the Order Confirmation differ from the terms of ANYbotics's offer or Customer's order, the Contract shall be deemed concluded on the terms provided for in the Order Confirmation unless Customer objects to the Order Confirmation within eight (8) calendar days as of receipt thereof.

2.2. Modifications of or additions to the Contract are valid only if accepted in writing by ANYbotics and apply only to the Contract in question.

2.3. For any software or firmware which is incorporated into the Products, the ANYbotics grants the Customer a worldwide, limited, non-exclusive, non-transferable, non-sublicensable license to access and use the software solely on or in connection with the Product. Each software license (except for the licensed software for the operating system of the Product) shall expire 12 months after delivery of the software, unless another license period is agreed in the Contract in question or unless the license period is extended by agreement subsequently.

3. PRICES / PAYMENT

3.1. Prices quoted in ANYbotics' offers and in the Contract are exclusive of (a) value-added tax; and (b) any similar and other taxes, duties, levies or other charges. ANYbotics shall be entitled to charge Customer for all taxes, duties, levies or other charges resulting from the performance of the Contract. The prices are based on delivery in accordance with the delivery terms stated in the Contract.

3.2. Unless otherwise agreed to in writing by the Parties, payment for the Products or the Service Programs must be made in accordance with the payment terms specified in the Contract. Payments shall be considered as being made if credited to ANYbotics' account no later than the payment date specified in the Contract. In the event that Customer fails to pay in time, ANYbotics shall be entitled, without further notice, to charge interest of eight (8) percent per annum on the unpaid invoice amount. The charging of interest shall not be deemed an agreement to extend credit. Customer is not permitted to withhold, defer payment or offset any amount against the payment because of any (alleged) counterclaim or any other reason (including breach of warranty, partial or late delivery) on the part of Customer.

4. CUSTOMER OBLIGATIONS

4.1. Before using the Products, Customer shall carefully read all parts of the user documentation for the Products as amended by ANYbotics from time to time ("**User Documentation**").

4.2. Customer shall put into service and operate the Products solely in compliance with the User Documentation, all applicable laws, standards, rules, and regulations in connection with the use or operation of the Products as well as any instructions (including but not limited to safety instructions) made by ANYbotics from time to time.

4.3. Customer shall not modify the Products in any way, unless being explicitly authorized to such modification by ANYbotics. For the avoidance of doubt, upon training and/or instruction by ANYbotics, Customer's designated technician may replace maintenance parts, service parts and/or consumables for the Products.

4.4. Customer shall refrain from operating any Product that is defective (or which is suspected to be defective) with immediate effect and Customer shall inform ANYbotics of such defect (or suspicion of defect) immediately.

4.5. Customer shall not resell, lease, lend, sublease or transfer in any other way the Products to a third party ("**Transferee**") without having the necessary regulatory approvals, if applicable. In case of such transfer, Customer is solely responsible towards the Transferee, and ANYbotics rejects any claims of Transferee and/or any third party. If Customer has entered a RaaS Contract, Customer shall not be allowed in any circumstances to transfer, sublease or in any way share possession of or access to the Products without the express written consent of ANYbotics.

4.6. Except to the extent otherwise required by applicable law, ANYbotics shall have no responsibility for the collection, treatment, recovery or disposal of (i) Products (or parts thereof) when they are deemed by law to be 'waste'; or (ii) any items for which Products or any part thereof are replacements. This provision does not apply if Customer has entered a RaaS Contract.

4.7. Customer shall not alter, modify, amend, remove, tamper or obliterate any signs, trademarks, names, logos or plaques affixed to the Products by ANYbotics. Nothing contained herein shall be deemed to afford Customer any rights in any trademarks or intellectual property of ANYbotics and Customer shall not make any representations to any third party to the contrary.

4.8. Customer shall not, directly or indirectly, attempt to decompile, disassemble, teardown, reverse engineer or copy any Product or any software applied in a Product.

4.9. In the event that Customer sells, transfers, conveys or otherwise passes on Products to a third party, Customer shall arrange that the third party concerned shall commit to comply with all obligations referred to in Sections 4.1 - 4.12, 11.1 and 11.2 hereof.

4.10. Customer shall provide ANYbotics access to robot log data and allow to collect, store, analyze or use robot log data for providing, maintaining, and supporting the Products and/or Service Programs for the Customer, or for improving and developing existing and new Service Programs and/or Products. Inspection and environmental data is only collected with explicit Customer permission. No access to personal data shall be provided, and ANYbotics will not collect or process any personal data. Additional information on data types and usage is available in the ANYbotics' Robot Data Policy:

http://www.anybotics.com/anybotics-robot-data-policy.pdf

4.11. Customer warrants and represents that it is not, and is not owned or controlled by, any person or persons listed on any applicable list of blocked parties, including but not limited to the Specially Designated Nationals and Blocked Persons List maintained by the US Office of Foreign Assets Control, the consolidated list of persons, groups and entities subject to EU financial sanctions maintained by the European Commission and any list of persons, entities and organizations subject to Swiss sanctions.

4.12. Customer shall not take any action or make any omission that would place ANYbotics in breach of applicable export control and sanctions regulations. Customer hereby represents and warrants that it is, and will remain in compliance with the requirements of all applicable export laws and regulations, including but not limited to the Swiss Goods Control Ordinance, the Council Regulation (EC) No 2021/821 of the European Union, the U.S. Export Administration Regulations and U.S. International Traffic in Arms Regulations. Such requirements include, but are not limited to obtaining all required authorizations or licenses for the export or re-export of any controlled item, product, article, commodity, software or technology. Without limiting the generality of the foregoing, Customer hereby represents and warrants that it has not been, and is not currently, debarred, suspended or otherwise prohibited

or restricted from exporting, re-exporting, receiving, purchasing, processing or otherwise obtaining any item, product, article, commodity, software or technology regulated by any agency of the United States or any other state. No provision of the Contract or of these Terms and Conditions shall give rise to an obligation on either party that would constitute a breach of any applicable export control and sanctions regulations. Customer agrees to indemnify and hold harmless ANYbotics from any costs, penalties or other losses caused by, or related to, any violation or breach of the warranties contained in this provision.

5. DELIVERY

5.1. Unless the Parties agreed otherwise in writing, the Products and the Service Programs shall be delivered in accordance with the terms specified in the Contract. Service Programs shall be delivered by ANYbotics' designated service personnel.

5.2. In the event ANYbotics is prevented from delivering the Products or Service Programs or complying with any other obligation under the Contract due to reasons or circumstances which ANYbotics could not reasonably have foreseen or over which ANYbotics has no control, the delivery and other obligations of ANYbotics are suspended during the period such reasons or circumstances persist and for a period of fourteen (14) calendar days thereafter.

5.3. Customer must take possession or have possession taken on its behalf of the Products upon delivery. In the event Products or Service Programs ready for delivery cannot be delivered due to circumstances attributable to Customer (including without limitation premises or personnel that are not prepared or ready, changes in agreed installation and/or training dates), ANYbotics shall be entitled to charge Customer for any additional costs and expenses incurred by ANYbotics including for storing, insurance, transportation, personnel and travel until delivery becomes possible. ANYbotics at all times retains the right to make partial deliveries. Packaging may not be returned to ANYbotics by Customer.

6. WARRANTY, REMEDIES AND LIMITATIONS

6.1. ANYbotics represents and warrants to Customer that each Product will conform to ANYbotics' specifications of the Product published in the User Documentation provided to Customer for such Product. This representation and warranty shall be effective (i) for a period of twelve (12) months as of delivery in accordance with the agreed delivery terms for Purchase Contracts; (ii) for the term of the RaaS Contract according to Section 12; or (iii) the warranty period specified in writing in the Contract, unless applicable mandatory law requires a longer warranty period, in which case the warranty period of the applicable mandatory law shall apply ("**Warranty Period**"). Only Products affected by a breach of the warranty set forth herein shall be considered as defective Products ("**Defective Products**") under the Contract.

6.2. This warranty does not cover:

6.2.1. Defects and failures caused by (i) Products that have not been installed, maintained and/or used in compliance with the User Documentation; (ii) unfavorable working, usage or storage conditions; (iii) products, options, modules, upgrades, maintenance parts, spare parts, service parts, software or consumables not supplied by ANYbotics or any third party authorized by ANYbotics; or (iv) any other circumstances attributable to Customer or third parties;

6.2.2. Normal wear and tear and consumables.

6.3. The warranty becomes void if:

6.3.1. Customer modifies, maintains or repairs the Products or any parts thereof or allows modifications, maintenance and repairs to be performed by any third party or in any manner not authorized by ANYbotics (also refer to Section 4.3); or if:

6.3.2. Customer transfers any Products which require installation and/or initial training by ANYbotics to any third party without the express written agreement of ANYbotics.

6.4. Upon delivery, Customer shall thoroughly inspect the Products for accuracy, completeness and suitability for the intended purpose or have such inspection done. Breaches of warranty that are or could have been discovered by such inspection must be reported with a detailed written explanation to ANYbotics within two (2) weeks from the start of the Warranty Period as set out in Section 6.1, or any rights or remedies in connection therewith shall lapse.

6.5. Breaches of warranty that were not discoverable pursuant to an inspection as set forth in Section 6.4 must be reported with a detailed written explanation to ANYbotics within eight (8) calendar days as of discovery but in any case within

the Warranty Period, or any rights or remedies in connection therewith shall lapse.

6.6. Timely complaints by Customer do not relieve it of the obligation to pay for and receive all delivered Products.

6.7. The burden of proof that the delivered Products are Defective Products lies with Customer. Customer shall provide ANYbotics with its full cooperation in investigating the basis of the complaint. If Customer's complaint is determined to be unfounded, Customer shall bear the costs of the investigation.

6.8. In case of breach of Product warranty, ANYbotics' sole obligation is, at ANYbotics' option, to correct, repair or replace any Defective Product. All other representations, warranties, guarantees and remedies of any kind, whether express, implied, statutory or otherwise regarding the Products are hereby expressly excluded. ANYbotics makes no representation or warranty that the Products will meet Customer's requirements.

6.9. ANYbotics represents and warrants that the Service Programs rendered pursuant to the Contract will be of a professional and competent quality and will be rendered by qualified personnel familiar with the Product and its operations. In case of breach of Service Program warranty, ANYbotics' sole obligation is to re-perform the relevant Service Program. The preceding warranty is the sole and exclusive warranty made by ANYbotics with respect to the Service Programs. ANYbotics makes no representation or warranty that the Service Programs will meet Customer's requirements.

6.10. Customer shall not make any representations to its customers or any third party that is inconsistent with the limited warranty set forth in this Section 6.

6.11. THE WARRANTY SET FORTH IN THIS SECTION 6 IS MADE IN LIEU OF ALL OTHER WARRANTIES (WHETHER EXPRESS OR IMPLIED). ALL SUCH OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

7. PROPRIETARY RIGHTS

7.1. ANYbotics retains and owns all right, title, and interest in Products delivered under a RaaS Contract, and all enhancements or improvements to, or derivative works of the foregoing, including any intellectual property rights therein. Nothing in these Terms nor in the RaaS Contract grants, transfers, or conveys to Customer any ownership rights in the Products delivered under a RaaS Contract, or any copyrights, trademarks, trade secrets, patents or other intellectual property rights relating thereto.

7.2. Customer shall promptly inform ANYbotics of any enhancements or improvements of any kind relating to the Products delivered under a RaaS Contract, including any discovery or improvement exclusively related to the Customer's own system and software. Customer shall provide all documentation and information to that effect and shall grant to ANYbotics a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use and to sublicense the use of the improvement.

7.3. Ownership in the delivered Products under a Purchase Contract shall remain with ANYbotics until full payment of the invoice(s) for the delivered Products. ANYbotics is herewith authorized to register such reservation of ownership with any competent authority and Customer shall provide all necessary assistance required therefore, including any consents.

8. LIMITATION OF LIABILITY

8.1. Subject to Section 6.8 and Section 6.9, the liability of ANYbotics and its directors, officers, employees, shareholders, affiliates, ANYbotics, contractors, agents and representatives for any damages, whether derived from torts, breaches of contract, culpa in contrahendo, positive breach of duty or any other legal theory, (collectively, "**Damages**") under the Contract shall be limited to the price payable by the Customer for the Product (excluding the price payable for training, maintenance or other Service Programs) or for the Service Program that causes such liability, unless the Damages have been caused by willful misconduct or gross negligence.

8.2. To the maximum extent permitted by law, Supplier shall not be liable, in any event, to Customer and its directors, officers, employees, shareholders, affiliates, suppliers, contractors, agents and representatives for any consequential or indirect damages, including without limitation lost profits, loss of use, costs of procurement or substitute goods or services or for any indirect, or punitive or other non-compensatory damages.

9. LIABILITY FOR DEFECTS AND DAMAGES

9.1.   Customer shall be fully responsible for any damage or defects caused to Products delivered under a RaaS Contract during the lease term, except for normal wear and tear. This includes, but is not limited to, physical damage, data loss, or software malfunctions resulting from misuse, negligence, or unauthorized modifications by Customer.

9.2.   Customer shall bear all costs associated with the repair or the replacement of Products delivered under a RaaS Contract resulting from damage or defects caused by Customer.

9.3.   Customer shall without delay notify ANYbotics of any damage or defects discovered in the Product delivered under a RaaS Contract. Upon notification of damage or defect, ANYbotics may conduct an inspection to assess the extent of the damage and determine the appropriate course of action. Customer shall cooperate fully with ANYbotics during this assessment.

9.4.   For the avoidance of doubt, this Section 9 does not apply to Products delivered to Customer under a Purchase Contract.

10. INDEMNIFICATION BY CUSTOMER

10.1.   Customer agrees to diligently defend, and to hold harmless and indemnify, ANYbotics and its directors, officers, employees, shareholders, affiliates, suppliers, contractors, agents and representatives ("**ANYbotics Indemnitees**") from and against any and all liability, claims, lawsuits, losses, demands, damages, costs and expenses, including without limitation attorney's fees and costs, expert's fees and costs, and court costs, and in each case as such costs are incurred ("**Losses**"), arising out of any damage or defects to Products delivered under a RaaS Contract caused by Customer, or any breach of any of Customer's obligations arising from the Contract, including without limitation any failure to use or supervise use of the Products strictly in accordance with the User Documentation and other instruction of ANYbotics.

11. DUTY TO REPORT INCIDENTS AND REGULATORY ACTIONS

11.1.   Customer shall notify ANYbotics by telephone (for preliminary information only), e-mail or registered courier mail immediately upon becoming aware that any Product (i) fails or is alleged to have failed to comply with any product safety requirements or applicable product safety rules, specifications, or standards promulgated by any governmental agency in the country of use; (ii) use has resulted in an adverse event such as death, serious injury or malfunction; (iii) constitutes a substantial risk of injury to the public, or (iv) is subject to any government or similar investigation or claim. The obligation of Customer to so notify ANYbotics shall also continue to apply if the Products were sold, transferred, conveyed or otherwise passed on to a third party.

11.2.   Customer shall fully cooperate with ANYbotics in the investigation and determination of the cause of incidents listed in Section 11.1.

12. TERM AND TERMINATION

12.1.   If Customer has entered a RaaS Contract with ANYbotics, and unless expressly agree otherwise therein, the RaaS Contract is entered for a term of thirty-six (36) months from the Effective Date, unless terminated earlier in accordance with Section 12.2.

12.2. ANYbotics and Customer shall have the right to terminate the RaaS Contract or part thereof with immediate effect by giving written notice to the other party if:

12.2.1. the other party breaches a material obligation under these Terms and/or the RaaS Contract and fails to cure (if curable) that breach within thirty (30) days after receiving receipt of a written notice describing the breach in reasonable detail;

12.2.2. the other party (i) becomes insolvent or admits its inability to pay its debts; (ii) files for bankruptcy or is adjudicated bankrupt or insolvent; (iii) is dissolved or liquidated or takes any corporative action for such purpose; or (iv) makes an assignment for the benefit of creditors, or an arrangement pursuant to any bankruptcy law;

12.2.3. the other party becomes directly or indirectly controlled by a party which directly competes with the terminating party.

12.3.   Within thirty (30) days after termination of the RaaS Contract:

12.3.1.   Customer will return to ANYbotics the Products and any other property of ANYbotics; and

12.3.2. ANYbotics and Customer will return to the other party all documents and tangible material (and any copies) containing, reflecting, incorporating or based

on the other party's confidential information, permanently erase and destroy such confidential information and certify in writing to the other party that it has complied with the requirement of this Section 12.3.2.

12.4. Termination shall not release either party from any liability which at the time of termination has already accrued up to the other party.

12.5. For the avoidance of doubt, this Section 12 does not apply to Products delivered to Customer under a Purchase Contract.

13. MISCELLANEOUS TERMS

13.1.   The Contracts shall be exclusively governed by and construed in accordance with the substantive laws of the country in which the ANYbotics has its legal domicile. The UN Convention on Contracts for the International Sale of Goods shall not apply.

13.2. Unless otherwise agreed in the Contract or elsewhere, all disputes which may arise regarding or in connection with the Contract shall be exclusively determined by the competent courts at ANYbotics' domicile at the time of the initiation of the lawsuit concerning such dispute, without prejudice to the right of ANYbotics to bring such dispute before a court which would otherwise have jurisdiction absent this provision.

13.3. If one or more provisions of the Contract should be or become invalid, this shall not affect the validity of the remaining provisions. The Parties shall replace the invalid provisions with legally valid provisions matching the economic purpose of the original provisions as close as possible.

13.4. In jurisdictions where the disclaimer of warranties set forth in Section 6.11 or the limitation of liability set forth in Section 8.2 are unlawful or restricted by law with respect to Customer or any third party, such disclaimer and/or restriction is intended to apply to the maximum extent permitted by applicable law.