

Terms and Conditions

Article 1. Applicability

1. These General Terms and Conditions apply to every offer, quotation, request and agreement between Olmia Industriële Automatisering B.V. (the supplier) and the client, including the performance thereof, all agreements in which the supplier acts as a service provider and to all purchase and sale agreements concluded with it, as well as to all mixed agreements.

2. Deviations from these conditions are only applicable after written agreement by the supplier and only apply to the agreement in question.

3. If one or more provisions of these General Terms and Conditions at any time become partly or fully void or are annulled, then the remaining provisions of these General Terms and Conditions will remain in full force.

The supplier and the client will then consult with one another in order to agree on new provisions to replace the void and/or annulled provisions in which the objective and the purport of the original provisions will be considered insofar as possible.

4. If there is lack of clarity with regard to the interpretation of one or more provisions of these General Terms and Conditions then the interpretation must take place 'to the letter' of these provisions insofar as possible.

5. If a situation occurs between the parties which is not provided for in these General Terms and Conditions then this situation must be assessed insofar as possible in line with 'the letter' of these General Terms and Conditions.

Article 2. Definitions

1. In the conditions, 'goods' will mean; commodities, systems, panels, equipment, materials and products, which must be supplied by the supplier pursuant to the agreement. 'Work' will mean all work (such as installation, commissioning, maintenance and additional work), which must be carried out by the supplier based on the agreement.

Article 3. Offers and quotes

1. Unless otherwise specified, offers remain valid for 30 days. The information provided remains the property of the supplier and may not be passed on by the client unless otherwise agreed.

2. All quotes and offers from the supplier are free of obligation unless an acceptance period is referred to in the quote. If no acceptance period has been set, no rights whatsoever can be derived from the quote or offer if the product to which the quote or the offer relates is no longer available in the meantime.

3. The supplier cannot be held to its offers or quotes if the client could have reasonably understood that the offers or quotes or part thereof contain a manifest mistake or clerical error.

Article 4. Offer and acceptance

1. An agreement is only concluded after the supplier's explicit acceptance of the order by sending an order confirmation.

2. If acceptance of the offer differs from the offer included in the quote or the offer (order confirmation), then the supplier is not bound by it. The agreement is not concluded in accordance with this deviating acceptance unless the supplier indicates otherwise.

Article 5. Prices

1. All prices are exclusive of VAT and exclusive of assembly, testing and commissioning costs and any costs to be incurred in the context of the agreement, including travel and accommodation, shipping and administration costs, unless otherwise indicated. All other levies and/or taxes that are applied by government authorities will be charged on.

Article 6. Delivery and delivery time

1. All deliveries are made from the supplier's company. Delivery is deemed to take place when the goods leave the supplier's company for dispatch to the address specified by the other party.

2. The client is obliged to take delivery of the goods when they are made available to it. If the client refuses to take possession or fails to provide information or instructions that are necessary for the delivery, the supplier is entitled to store the goods at the client's expense and risk.

3. An indicated delivery period is always an approximation and is never a deadline. If the period is exceeded, the client must notify the supplier of default.

The supplier must be given a reasonable time period to comply with performance of the agreement.

4. If the client is in default of proper fulfilment of its obligations towards the supplier, then the client is liable for all loss on the part of the supplier that arises directly or indirectly as a result of this.

Article 7. Suspension and termination

1. The supplier is authorised to suspend the observance of the obligations or cancel the agreement if:

- the client does not fulfil the obligations arising from the agreement or does not do so in full or on time;

- the supplier becomes aware of circumstances after the agreement has been concluded that give good reason to fear that the client will not fulfil the obligations;

- the client was requested on conclusion of the agreement to furnish security for the fulfilment of his obligations under the agreement and this security is not furnished or is insufficient;

- due to delay on the part of the client, the supplier can no longer be expected to fulfil the agreement under the originally agreed conditions.

2. The supplier is furthermore entitled to terminate the agreement if circumstances arise that are of such a nature that fulfilment of the agreement is impossible or if circumstances occur that are of such a nature that maintaining the agreement without change cannot reasonably be expected of the supplier.

3. If the agreement is cancelled, the claims of the supplier against the client are immediately due. If the supplier suspends observation of the obligations, it reserves its rights under law and under the agreement.

4. If the supplier proceeds to suspension or dissolution it is in no way required to reimburse damage and costs caused in any way.

5. If cancellation is attributable to the client, the supplier is entitled to compensation for the loss, including the costs, which arises directly and indirectly.

6. In the event of liquidation, suspension of payments or bankruptcy or application for them, attachment against the client if and insofar the attachment is not lifted within three months, debt restructuring or other circumstances meaning that the client can no longer freely dispose of its assets, the supplier is free to terminate the agreement forthwith and with immediate effect or to cancel the order or agreement without any obligation on its part to pay any compensation or damages. The supplier's claims against the client are immediately due and payable in that case.

7. If the client cancels a placed order in part or in full then the work already performed and the goods already ordered or prepared for it, plus any delivery and removal costs and the work time reserved for performance of the agreement, will be charged in full to the client.

Article 8. Transport, packaging and transfer of risk

1. Transport and packaging of the goods to be delivered are determined by the supplier unless otherwise agreed upon in the order. Costs for small shipments can be invoiced.

2. The risk for the goods to be delivered is transferred to the client at the time they leave the supplier's company.
3. The client is liable for all damage caused during the transport of the goods by or to those goods, including, but not limited to, fire and water damage, theft and embezzlement. The client must insure itself properly against the stated risk.

Article 9. Acceptance

1. The client must check the goods delivered on receipt for the correct quantity and correct execution of the goods and must also check for visible defects. If any deviations or defects are found, the client must immediately inform the supplier of this. Returns are handled in accordance with Article 10.

Article 10. Returns

1. Returns may only be returned after written acceptance from the supplier.
2. The returned goods must be new and in unused condition. Used and non-new goods are not eligible for reimbursement, nor are freight costs.

Article 11. Retention of title

1. The delivered goods remain the property of the supplier until the client has properly fulfilled all obligations arising from the agreements concluded with the supplier.
2. These obligations include: full payment of the purchase price, payment of the price for work and payment of any additional costs such as loss of interest and legal assistance costs.
3. The goods supplied by the supplier, that pursuant to paragraph 1 are subject to retention of title, may not be resold and may never be used as a means of payment. The client is not entitled to pledge the goods falling under the retention of title or encumber them in any way.

Article 12. Payments

1. Full payment must be remitted within thirty days of invoice date to the bank account indicated by the supplier in the currency on the invoice unless otherwise indicated by the supplier in writing. The supplier is entitled to send regular invoices.
2. If the client defaults on payment of an invoice then the client is in default by operation of law. After this period, the supplier is entitled to charge 1.5% interest per month or part of a month. The interest over the due amount will be calculated from the time that the client defaults until the time that the full amount owed is paid. All collection costs are for account of the defaulting client.
3. In the case of assembly and installation work, the supplier may demand instalment payments, 1/3 upon agreement, 1/3 upon completion/inspection and 1/3 within 30 days after the second period.
4. The client is never entitled to set off anything owed to it by the supplier. Objections to the amount of an invoice do not suspend the obligation to pay.

Article 13. Advice

1. The supplier's advice with regard to the application, use or processing of goods delivered by the supplier is in all cases entirely non-binding. Application and assessment of suitability of the advice is always subject to the responsibility and at risk of the client.

**Article 14. Assembly/Installation work
Delivery/Completion**

1. The delivery and completion periods for installation and assembly work, if applicable, are stated in the order confirmation. Delays due to force majeure do not constitute grounds for cancellation.
2. The work is considered delivered or completed after approval or after notification that the work is ready or after commissioning, partial or otherwise. Minor defects will be repaired as soon as possible. Recommendations do not guarantee results.

Scope of work

1. The scope of the work is determined by the content of the order confirmation. The client must arrange for additional work, deliveries and provisions so that assembly/installation work is not delayed.

2. The client guarantees that the necessary work permits etc. are arranged on time.

Contract variations

1. Contract variations may be carried out without permission and charged on up to 10% of the agreed amount.

2. Order changes count as contract variations. In the case of deviations of more than 10%, this must first be discussed.

Warranty on assembly/installation work

1. The supplier guarantees the reliability and usability of the work performed. Repair and/or replacement counts as satisfaction of the warranty obligation.
2. The warranty does not apply if defects are not attributable to the supplier. Complaints regarding the work performed can be reported in writing up to two weeks after delivery.

Article 15. Warranty

1. The supplier guarantees the soundness and quality of the delivered goods for up to six months after the delivery time, unless otherwise indicated in the offer, parties have agreed otherwise or the nature of the delivered goods indicates otherwise. If a defect is reported later, the client will no longer be entitled to repair, replacement or compensation.
2. This warranty does not apply if the goods delivered are defective because of incorrect, careless or improper use by the client.
3. Adjustments to the delivered goods by the client or third parties and external causes, such as water damage for example, also void the warranty.
4. In the event of a warranty, the supplier reserves the right to choose between replacement or repair of the delivered goods.
5. When replacing the delivered goods under warranty, the supplier is only obliged to send the goods or parts thereof free of charge within the Netherlands.
6. In the event of repairs, the repair work is carried out free of charge, at a location of the supplier's choice; its own workplace or at the client's. All additional costs for repair work at a location that was not the supplier's choice are payable by the client.
7. If it is established that a complaint is unfounded, then the costs thereof including the investigation costs incurred by the supplier will be charged in full to the client.

Article 16. Liability

1. If the supplier is liable, this liability is limited to the provisions of this clause.
2. Any claim for compensation, including indirect damage or other business interruption loss, resulting therefrom is excluded.
3. The supplier is only liable for direct damage.
4. Direct damage is exclusively understood to mean the reasonable costs to determine the cause and the extent of the damage, insofar as the determination relates to damage within the meaning of these General Terms and Conditions, any reasonable costs incurred so that the defective performance of the supplier corresponds to the agreement, insofar as these can be attributed to the supplier and reasonable costs incurred to prevent or limit damage, insofar as the client demonstrates that these costs have led to the limitation of direct damage as referred to in these General Terms and Conditions.
5. The supplier is not liable for damage, of any kind whatsoever, caused by the supplier's assumption of



OLMIA ROBOTICS BV
Stephensonstraat 7
4004 JA Tiel
The Netherlands

T +31(0)344 - 60 66 43
info@olmia-robotics.nl
www.olmia-robotics.nl
www.cobotwebshop.com

incorrect and/or incomplete information provided by the client.

6. In the event of liability, the supplier's liability is limited to the net invoice value of the delivered goods.

7. In all cases, the supplier's liability is limited to the amount paid out by its insurer if applicable.

8. The liability limitations set forth in this article do not apply if the damage can be blamed on the supplier's intent or gross negligence or that of its subordinates.

Article 17. Force majeure

1. In the event of force majeure, the supplier has the right to suspend the performance of the agreement or to make a new arrangement in consultation with the other party.

2. Force majeure means all external circumstances that cannot be influenced by the supplier, such as; war, riot, strikes, transportation difficulties, fire and other disruptions in the supplier's company or companies with which the supplier cooperates, in any case a circumstance that is not its fault, nor for which it is responsible by law, legal act or pursuant to generally prevailing opinion.

3. If the supplier suspends obligations for the force majeure period and this period lasts longer than two months, either party is entitled to cancel the agreement, without being obliged to compensate damage to the other party.

4. Insofar as at the time force majeure occurs the supplier has already partially observed its obligations under this agreement or will be able to observe them and independent value is attributed to the part observed respectively to be observed, the supplier is entitled to invoice the already observed respectively to be observed part separately. The client is required to pay this invoice as if it were a separate agreement.

Article 18. Applicable law and disputes

1. Dutch law applies to all agreements and offers to which these conditions apply.

2. The court in the supplier's place of business is exclusively competent to hear disputes, unless the law mandatorily prescribes otherwise.

Nevertheless, the supplier has the right to submit the dispute to the competent court according to the law.

2. Parties will only appeal to the court after they have made utmost efforts to resolve the dispute in mutual consultation.

Article 19. Location and change of conditions

1. These conditions are filed with the Chamber of Commerce.

2. The most recently filed version or the version as it applied at the time of concluding the agreement with the supplier will always be applicable.