

General Terms and Conditions

These General Terms and Conditions of sale (GTC) constitute a binding contract between SOFTBANK ROBOTICS EUROPE SAS with a capital of 8.627.260 € having its registered office at 43 rue du Colonel Pierre Avia, 75015 Paris, France, registered with the trade and companies register of Paris under number 483 185 807 ("SBRE") and the buyer whose complete identity is specified hereinafter ("BUYER").

These GTC complement and apply to any and all (if any) signed SBRE's quote and/or Specific Terms and Conditions and/or purchase orders issued by the "buyer" and accepted by SBRE.

Those GTC shall prevail and supersede any and all Buyer's documentations such as Buyer general terms and conditions, invoice, quote, etc.

SECTION 1 – DEFINITIONS

"Agreement" means these GTC, their appendices and amendments (if any) and whenever existing, any signed related SBRE's quote and/or specific terms and conditions.

"Confidential Information" means without limitation the content of this Agreement, any information that is technical, commercial, strategic, financial, economic, related to research, technical specifications, Product, part and content of the Product, development and marketing plans and/or proposals, training methods and materials, inventions, processes, studies, records, reports, memoranda, drafts, trade secrets, know-how, ideas, concepts, strategies, and any and all other information which is confidential by its nature, no matter on which medium and in which form (verbal, visual or written) it is communicated to the other Party during the negotiations or the performance of this Agreement.

"Documentation" means the operating manuals, user instructions, technical literature and all other documents regarding the Product, in any form, provided to the BUYER by SBRE under this Agreement. "Product" shall mean those technological hardware products of SBRE and their related Documentation detailed either on the signed SBRE's quote, accepted Buyer's purchase order and/or the specific terms and conditions agreement.

SECTION 2 – PURPOSE

The BUYER is informed that the Product is intended exclusively to people with sufficient experience in handling high technology tools and not to the general public. The BUYER recognizes having full knowledge of the Product and its associated risks and hereby wishes to purchase the Product under the respect of this Agreement. The purpose of these GTC is to define the terms and conditions under which SBRE sells the Product to the BUYER.

SECTION 3 – NO RIGHTS GRANTED

The Product may embed some software. This software may have been developed, published by SBRE or by third parties. Except for open source software, SBRE, its licensors and legitimate rights holders (if any) shall retain all rights, title and ownership on the software. The BUYER hereby understands that, except otherwise expressly agreed, no rights are granted on this software in these GTC. When provided, the rights to use this software by the BUYER maybe subject to acceptance of the relevant separate specific license agreement. Whenever the BUYER refuses the terms and conditions of the applicable software license agreement, the BUYER understands that it will have no right to use the related software and the associated service or Product functionality will not be rendered and operational. When a software is provided/embedded with the Product and when such software is not subject to the prior acceptance of the relevant license agreement, the Buyer, when acting as a user, is granted a non-exclusive, non-sublicensable, non-assignable right to use the said software, including any related documentation (if any), for no other purpose than that of operating the Product, for which such software is intended.

SECTION 4 – ORDERS AND DELIVERY

4.1 – Issuance and Acceptance of orders

SBRE will deliver the Product to the BUYER pursuant to purchase orders issued by the BUYER approved by SBRE, signed SBRE's quote or specific terms and conditions mutually agreed between the Parties. It is understood that all purchase orders for a Product must be expressly accepted by SBRE to be binding on SBRE.

Without prejudice to the provisions of article 4.3 below, the BUYER shall not be entitled to cancel or modify any order issued under the Agreement, without the prior express consent of SBRE to such cancellation or amendment in writing

SBRE has the possibility to refuse any purchase order raised by the BUYER for any legitimate reason. In the context of this Agreement, Developers may only subscribe for the Developer Offer.

4.2 – Delivery Terms

(i) Delivery dates for the ordered quantities shall be confirmed and accepted by SBRE. Except otherwise imperatively requested by the applicable law, the delivery dates are indicative. SBRE will however make its best efforts to deliver the Product in compliance with the delivery date indicated by the BUYER and accepted by SBRE. Unless otherwise mutually agreed between the Parties in writing, SBRE may proceed to partial deliveries of the orders issued by the BUYER, which will be invoiced separately upon each delivery.

(ii) However BUYER shall have the right to cancel any purchased Product whenever the delivery is delayed by more than 60 days from the initial estimated delivery date indicated in the SBRE's quote, accepted purchase order or specific terms and conditions

(iii) Parties agreed that, the section 4.2 (ii) shall not apply whenever both parties agreed to a rescheduled estimated delivery date. In case of partial delivery the section 4.2 (ii) applies only to the undelivered part.

Product will be shipped by the method SBRE deems most appropriate. Unless otherwise specified, the Product shall be shipped in SBRE's standard packaging. Except to the contrary mentioned in the Agreement, shipping and handling costs will be paid by the BUYER.

SBRE reserves the right to refuse, cancel or delay a delivery to the BUYER in the case that the BUYER fails to comply with any of its obligations under this Agreement or any other agreement signed between the Parties.

4.4 – Passage of Title and Risk

Shipment will be in accordance with the Incoterm 2010 indicated in the signed SBRE's quote, accepted BUYER's purchase order and/or the specific terms and conditions agreement. Whenever there is no mentioned Incoterm, parties agreed that "Delivered at Place" (DAP), in accordance with Incoterm 2010, will apply.

However in all events, title and risk shall pass from SBRE to BUYER according to the following terms which will prevail on all chosen Incoterm:

(i) Title: The Products will remain the property of SBRE until full payment of the Price. The presentation of any bill of exchange or document materializing a payment obligation shall not be viewed as payment until the corresponding amount have been credited to SBRE's account.

The BUYER undertakes to keep the Products separate and identifiable so as to allow their restitution to SBRE if necessary.

In case of processing, combining or mixing of Products subject to retention of title with any other goods of the BUYER or third party, SBRE shall be considered as co-owner of the new property for a value equal to the invoiced value of Product sold with retention of title. Where the co-ownership becomes null and void due to processing, combining or mixing with other goods, the BUYER immediately assigns to SBRE those of its rights of ownership in the new property or compound matter which correspond to the amount of the value of goods subject to retention of our title. Where the new property or the Product sold with retention of title comes to be destroyed, damaged or stolen, the BUYER immediately assigns to SBRE those of its indemnity rights it may receive from the insurance company.

This clause does not prevent the passing of all risks relating to the Products to BUYER on delivery.

(ii) Risk (not applicable to Developers): risks related to the ordered Products shall pass from SBRE to BUYER upon loading for shipping. At that time, risk of loss passes to the BUYER and SBRE's liability as to delivery ceases. The BUYER shall therefore subscribe the appropriate insurance policies covering the Products against all risks which may affect it, related to it or that could be caused by it.

The BUYER shall be responsible for appropriate maintenance of the Products sold and shall pay for all expenses related to the return of the Products in the original conditions if the BUYER is required to return the unpaid Products.

4.5 – Product Changes

Except otherwise agreed in writing, the BUYER shall have no right on any new version, improvements or modified Product other than the one(s) listed in the signed SBRE quote, accepted BUYER's purchase order and/or the specifics terms and conditions agreement.

However, SBRE reserves the right to make substitutions, modifications and improvements to the ordered Product, provided that such substitutions, modifications or improvements shall offer at least the same functionalities as the original component.

In case of a substitution, modification or improvement, SBRE may and if necessary will provide the BUYER with a list of all such substitutions, modifications or improvements and with the applicable terms and conditions in case they are different from the Agreement.

In the event SBRE provides to BUYER a new version, update, substitution, modification or improvement of the Product (or any of its hardware or software part) to avoid, limit or cure a risk, suit, claim or defect, BUYER shall immediately use such new version, update, substitution, modification or improvement. For the same reasons, SBRE may require the BUYER to exchange Product(s) already purchased by updated, modified, improved or new version of the Product. In the event BUYER does not respect the foregoing, BUYER will assume all risk, cost, damages and liability. SBRE Robotics has no obligation to indicate the reason why a new version, update, substitution, modification or improvement is provided.

SECTION 5 – PRICES AND PAYMENT TERMS

5.1 – Price

The BUYER shall therefore pay the Price to SBRE as described in the said signed SBRE quote, accepted BUYER purchase order and/or the specifics terms and conditions agreement.

SBRE may invoice the BUYER in respect of the Price upon receipt of the BUYER's order.

Sums stated to be payable under this Agreement do not include any and all applicable taxes, customs, tariffs, value-added taxes, consumer taxes, withholding taxes or any other applicable taxes, which shall be paid by the BUYER in addition.

5.2 – Payment Terms

The applicable Payment terms are set forth in the SBRE specific terms and conditions, accepted quote or accepted purchase order. Therefore any and all payments terms mentioned in the BUYER documentation shall not apply: BUYER's purchase order, quote and/or the specifics or general terms and conditions agreement. SBRE will issue invoices as set forth in the above mentioned documents.

Notwithstanding any clause to the contrary mentioned in the signed SBRE's quote or the specifics terms and conditions agreement, the Price shall be paid within 30 (thirty) calendar days of the date of the SBRE invoice. Without contradicting the foregoing, the Price shall be paid before the delivery.

5.3 – Commercial Letter of Credit.

At SBRE's request, BUYER shall provide an irrevocable commercial letter of credit with a bank acceptable to SBRE or confirmed, at BUYER's expense, in the full amount of the total purchase price of each Purchase Order submitted by BUYER. All associated banking charges shall be for the BUYER's account. The letter of credit shall be opened by BUYER in favor of SBRE. Upon confirmation, SBRE shall ship Products to BUYER. The delivery date may be delayed by SBRE upon receipt of the said confirmation. In such case the disposition related to the cancellation for late delivery will be delayed proportionally.

5.4 – Late payment

In case of late payment interest rate shall apply in accordance with the European Directive No. 2000/35/EC of June 29, 2000 and article 441.6 of the French Business code.

Without prejudice to any damages, the interest rate for late payment is due automatically without formal notice on the day following the due date indicated in the invoice. This interest is equal to three (3) times the French legal interest rate.

Moreover an additional lump sum of 40 € is automatically due for collection cost.

This section 5.4 shall not be considered as a penalty disposition. This section 5.4 applies without prejudice to any other indemnity, damage, compensation, claims that may be made by virtue of article 700 of French new civil proceedings code.

SECTION 6 – OBLIGATIONS OF THE BUYER

BUYER agrees to the following:

- The BUYER shall strictly comply with the user instructions set forth in the Documentation;
- The BUYER shall not take any action to impair the reputation of the Product, the trademarks of SBRE or its licensors and any other product of SBRE;
- The BUYER shall not make any use of the Product under any trademark and/or trade name other than the one(s) prescribed by SBRE nor rename or adapt the name of the Product without the prior written approval of SBRE. This provision applies to all the Products acquired by the BUYER from SBRE, notwithstanding their date of acquisition.
- The BUYER shall use the SBRE name and trademarks only in the manner prescribed by SBRE in writing;
- The BUYER shall inform SBRE of any potential defects discovered when using the Product;
- The BUYER shall notify SBRE promptly of any legal notices, claims or actions directly or indirectly relating to the Product and not enter into or compromise any legal action or other proceeding relating to the Product without the prior written consent of SBRE;
- The BUYER shall not use in any manner the Product for any other commercial reason than the one(s) which could have been specifically agreed by the Agreement or the applicable law and in particular:
 - (a) not sell, resell, lease, rent, transfer, license or sublicense the Product and;
 - (b) not create, sell any show or events using the Product. The BUYER is however authorized to organize events using the Product with the sole intention of promoting its own services;
 - (c) not communicate Confidential Information to any third party;
 - (d) not charge or otherwise deal in or encumber the Product;
- The sale, resale and the Product including any associated technology or documentation may be governed by French and European Union export control regulations as well as by the export control regulations of other countries. Any resale of goods to embargoed countries or to denied persons or persons that use or may use the goods for military purposes, dual uses, ABC weapons or nuclear technology is subject to an official license. BUYER declares with its purchase order the conformity with such statutes and regulations and that the Product will not directly or indirectly be delivered into countries that prohibit or restrict the import of such Product.
- BUYER declares to have obtained all licenses required for export and import.
- The BUYER shall not delete, remove or in any way obscure the proprietary notices, labels or marks of SBRE or its licensors on the Product and conspicuously display the proprietary notices, labels or marks on any copy of the Product;
- The BUYER shall not alter, modify, decompile, disassemble, or reverse engineer the code of any software, in whole or in part, except in the events and only to the extent expressly provided by law or the applicable license agreement.
- The BUYER shall not develop any derivative works of the Product and its hardware or software contents. This foregoing does not apply to software whose applicable license agreement allows development of derivative works. Except otherwise mentioned any derivative works made from SBRE or its licensor property shall be owned by SBRE or its licensor. BUYER hereby transfers to SBRE all its intellectual and industrial property on the said derivative work on all media, language, platform and territories for all use and for the terms indicated in the French Intellectual property code. Any such derivative work shall in no case be sold, assigned or licensed by the BUYER to any third party.
- The BUYER shall not use the Product for illegal purposes or in illegal manner, including in violation of the intellectual property rights of SBRE or any third party;

- The BUYER shall provide SBRE promptly with any information, material, software or specification as may reasonably be required for the proper performance of this Agreement including access to appropriate members of the BUYER's staff. The BUYER is responsible for the completeness and accuracy of such information, material, software or specification;
- BUYER understands that the Product is a high technological product which shall be used with due care;
- BUYER understands and agrees to use the Product in safe environment and only by people who has the necessary skill to understand the product and the associate risk.

SECTION 7 – WARRANTY

This current warranty section does not apply to any accessories (charger, cables, transport case) or any software provided with or embedded in the Product. All terms and conditions, including warranty disposition, applying to the said software are indicated in the applicable license software agreement (EULA, software agreements, etc.)

7.1 SBRE warrants that the Product (excluding the battery) purchased hereunder will be free from defects of material and workmanship under normal use and service for a duration of twenty-four (24) months after initial shipping date to the BUYER, without prejudice to any extension of the warranty the BUYER may purchase.

The battery of the Product is warranted for twelve (12) months from date of initial shipping under the same conditions as the Product. No warranty extension can be applied to the battery.

The warranty term for repaired or replaced parts is 3 (three) months from repair date, or the balance of the original warranty, whichever is greater. During the warranty period, SBRE will, at no charge and at SBRE's option, either repair defective parts of the Product or replace defective parts of the Product with new or refurbished replacement parts.

This warranty does not prevent the application of any others legal warranties whenever imperatively requested by the applicable law.

During the warranty period and except otherwise contradicted by an imperative law, any defective Product or defective part shall be returned to SBRE for inspection and repair or replacement, in its original package, and with all costs thereof paid by the BUYER (including but not limited to shipping and handling costs, insurance and taxes). No defective Product or defective part shall be returned to SBRE unless the BUYER informs SBRE, and without the prior explicit consent of SBRE.

After the defective Product or defective part has been repaired or replaced, SBRE returns at his own cost the Product or part to the BUYER.

During the period of warranty, SBRE shall have no obligation to repair or replace any Product if such repair or replacement is necessitated in whole or in part by:

- abnormal use;
- use not conforming to the documentation provided (if any) such as without limitation notice of use,....
- catastrophe;
- accident;
- fault or negligence of the BUYER;
- misuse or abuse;
- intentional and repeated fall;
- improper or unauthorized connection with any peripheral;
- external electrical fault;
- opening or disassembly of the Product; or
- alteration, modification, installation, service or repair performed otherwise than by SBRE or with SBRE's permission.

In those events the Product maybe repaired and/or replaced upon payment of a price to be mutually agreed between SBRE and the BUYER. The shipping will be paid by the BUYER and the article 4.4 will apply.

The above warranty does not apply when the purchase Product is expressly sold as:

- lower-class or used Product,
- sample or
- prototype;

As far as permitted by law, any warranty other than set forth under this Section 7 is expressly excluded by SBRE. The warranties set forth under this Section 7 are subject to the provisions of Section 8 below.

In addition, to the fullest extent expressly provided by law, SBRE hereby disclaims the French legal liability for defective products ("responsabilité du fait des produits défectueux") set forth in article 1386-1 and seq. of the French Civil Code, particularly as regards damage do to any good not used by the BUYER for private purposes.

7.2 Spare parts necessary to the use of the Product will be available for the duration of the applicable warranty period.

7.3 No transfer. The warranty, or any warranty extension, applies only to the original BUYER and is non-transferable.

SECTION 8 – LIABILITY

The Parties will only be liable to each other for direct damage arising out of the Agreement. SBRE shall only be liable for direct and foreseeable damages, in the sense of articles 1150 and 1151 of the French civil code in the course of a failure or a malfunction of the Product's hardware.

SBRE shall not be liable for costs of procurement of substitute products, nor for any loss of business, loss of revenue, loss of use or of data, incorrectness of data, loss of image, interruption of business, lost profits and/or goodwill, weakening of any elements of the assets or any indirect, special, incidental, exemplary or consequential damages of any kind arising out of or related to the Products, software, or the present Agreement, even if SBRE has been advised of the possibility of such loss or damages.

SBRE shall not be liable for any damage resulting from the destruction of files or programs, non-compliance with the provided user instructions or misuse of the Products.

In no event shall the global aggregate liability of SBRE under the Agreement exceed an amount equal to the price paid by BUYER to SBRE for the Products to which the applicable claim relates.

To the extent permitted by the applicable law, the limitation period for claims against SBRE is 12 months from the date of delivery to the BUYER, not acting as consumer.

SECTION 9 – TERMINATION

A party (the "Initiating Party") may terminate the Agreement with immediate effect by notice to the other party (the "Breaching Party") on or at any time if the Breaching Party being in breach of an obligation under the Agreement and, if the breach is capable of remedy, failing to remedy the breach within thirty (30) calendar days starting on the day after receipt of written notice from the Initiating Party giving details of the breach and requiring the Breaching Party to remedy the breach.

For the purposes of this Section 9, a breach by the BUYER of an obligation under Section 6 of this Agreement shall be deemed to be incapable of remedy.

Notwithstanding the termination of this Agreement, the BUYER shall remain liable to pay to SBRE all sums accrued or due on or prior to the date of termination and Sections 4.3,5, 6, 9, 11 and 12 of this Agreement shall remain in full force and effect.

SECTION 10 – INTELLECTUAL PROPERTY

SBRE is the owner or licensee of the Product and its components. Title, copyright and any other proprietary and intellectual property right in the Product shall remain vested in SBRE and/or its licensors. The rights granted (if any) to the BUYER under this Agreement are *intuitu personae*, not sub-licensable and do not transfer to the BUYER title or any proprietary or intellectual property rights to the Product and do not constitute a sale of such rights;

SBRE shall retain all rights, title and ownership of all rights in any inventions, discoveries, improvements, ideas, techniques or know-how embodied conceived by SBRE under this Agreement, including, without limitation, its methods of work, hardware, programs, methodologies and related documentation, including any derivative works in the course of performing this Agreement as well any knowledge and experience of SBRE's directors, staff and consultants.

SECTION 11 – CONFIDENTIALITY

Each Party receiving Confidential Information from the other Party undertakes to hold said Confidential Information in strict confidence, and to not publish or disclose it to third parties, not to use the Confidential Information for any purpose other than that provided in the Agreement and the orders, and to take all measures necessary to protect confidentiality.

The above obligations shall not apply to Confidential Information of either Party which (a) is at the date of execution of this Agreement, or at any time thereafter becomes publicly known other than by the receiving Party's or a third party's breach of this Agreement or (b) is lawfully obtained from a third party authorized to transfer or disclose such information or (c) is disclosed pursuant to the order or requirement of a court, or administrative body having authority provided, however, that the receiving Party shall provide prompt notice thereof to the other Party which shall be enabled to protect its Confidential Information.

The confidentiality of information is required throughout the term of this Agreement and the orders, and for five (5) years following the termination or expiration of this Agreement, for any reason whatsoever.

SECTION 12 – MISCELLANEOUS

12.1 NO TRANSFER OR ASSIGNMENT

In no event shall BUYER sublicense, assign or otherwise transfer all or part of its rights and obligations under this Agreement to any third party. Any such sublicensing, assignment or transfer shall be null and void, unless expressly agreed to by SBRE in writing.

12.2 SEVERABILITY

If any of the provisions of this Agreement are held or deemed to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable provision, which being valid, legal and enforceable, comes closest to the intention of the Parties underlying the invalid, illegal or unenforceable provision.

12.3 WAIVER

Any failure or delay by either Party in exercising its right under any provisions of the Agreement shall not be construed as a waiver of those rights at any time now or in the future unless an express declaration in writing from the Party concerned.

12.4 NOTICES

All notices under this Agreement shall be sent in writing at the address of the Parties stated in the applicable purchase order. Any change of address may be notified to the other Party in compliance with this section.

Notices will be deemed served (i) when delivered in person, on the date indicated on the receipt, (ii) when delivered by registered mail return receipt requested, on the date indicated on the receipt or, if there is no reception, on the date it is first delivered, (iii) when delivered by international postal service, on the date indicated by this service on the probill or the air waybill, or (iv) when delivered by facsimile or email on the date of the return confirmation facsimile or email. In case (v), the notification will not be deemed served if no confirmation is sent in return.

12.5 FORCE MAJEURE

Except for the payment of fees, neither party shall be in breach of this Agreement due to failure of performance that arises following a force majeure event as defined by French jurisdictions, including but not limited to war (declared or undeclared), acts of terrorism, invasion, rebellion, blockade, sabotage, vandalism, total or partial strike, labor disputes internal or external to SBRE, civil riots, storms, natural disasters, fires, epidemics, blockade of transportation or supplies, in particular, energy, break-down in supplies of electric energy, heating, air conditioning, telecommunication networks, data port, break-down of satellites.

12.6 APPLICABLE LAW - JURISDICTION

This Agreement shall be governed by French law, and the application of the UN Convention on the International Sale of Goods as well as all international conflict of laws provisions shall be excluded.

In the event of any dispute between the Parties, the Parties agreed to meet to discuss their dispute before resorting to formal dispute resolution procedures.

BOTH PARTIES EXPRESSLY AGREE THAT ANY DISPUTE ARISING OUT OF OR IN RELATION WITH THIS AGREEMENT SHALL BE SUBMITTED TO THE EXCLUSIVE VENUE OF THE COURT OF PARIS, NOTWITHSTANDING PLURALITY OF DEFENDANTS OR IMPLEADING OF THIRD PARTIES.