



# Wandelbots General Terms and Conditions

## 1 Scope and Applicability

- 1.1. The following General Terms and Conditions ("**Terms and Conditions**") of Wandelbots GmbH, Rayskistrasse 25, 01219 Dresden/Germany ("**Wandelbots**") apply between Wandelbots and "**Customers**" acting as entrepreneurs (section 14 of the German Civil Code (BGB)), (Customer and Wandelbots each also referred to as "**Party**" and jointly the "**Parties**") with respect to the software provided by Wandelbots ("**Wandelbots Software**") as well as hardware and related services (Wandelbots Software, hardware and related services jointly the "**Wandelbots Technology**"). "**Agreement**" means these Terms and Conditions combined with any orders, offers and confirmation for acquiring and use the Wandelbots Technology or any part thereof. Wandelbots offers the use of the Wandelbots Technology according to the terms of this Agreement, EULA and the product information on wandelbots.com and/or the product sheet provided ("**Product Description**").
- 1.2. Wandelbots does not accept any general terms and conditions of Customers and they will not become part of the Agreement. Any terms and conditions by Customer as well as any modifications to or deviations from these Terms and Conditions or any ancillary agreements are only binding on Wandelbots to such an extent as they have been expressly agreed to by Wandelbots, in writing.
- 1.3. For End Users the terms of the End User License Agreement (EULA), available on wandelbots.com or otherwise provided in text form ("**EULA**"), apply. "**End User**" is any party to the EULA other than Wandelbots and as defined in Section 1 of the EULA.
- 1.4. Customer must allow access to the Wandelbots Technology only to authorized personnel, affiliates, contractors or engaged third parties ("**Authorized Third Party**"), who shall be considered agents of the Customer (section 278 BGB). Customer is responsible for ensuring that such agents comply with the EULA and will be liable for any breach of the EULA by such agents. Each Authorized Third Party must register with Wandelbots and create a user account for this purpose.
- 1.5. In case of contradictions between the EULA and these Terms and Conditions, the terms laid out in these Terms and Conditions shall prevail.
- 1.6. Any changes to these Terms and Conditions will be communicated to the Customer at least in text form with reasonably advance notice before the planned effective date. If the Customer does not object to such changes within a reasonable period of time after the notification, the changes become effective. Customer will be informed separately about the right to object and the legal consequences of silence in case of any changes to these Terms and Conditions. In the event of a duly objection, the changes will not affect the Customer, but Wandelbots may be entitled to terminate this agreement with four weeks prior notice.
- 1.7. Customer shall not be allowed to engage with any intermediaries (e.g sub-distributors, agents, sub-agents, retailers) without prior approval by Wandelbots



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in writing stating the respective name, address and function of the intermediaries provided by Customer beforehand.

## 2. Offers and conclusion of contract

- 2.1. If not otherwise laid out in the respective offer, Wandelbots can accept an order from Customer within four (4) weeks, by sending an order confirmation. The order confirmation shall contain the ordered products and/or services, the total value of the order, Wandelbots' payment instruction and account information.
- 2.2. Information provided by Wandelbots shall not be regarded as offer and is subject to change and non-binding, unless Wandelbots has expressly designated them as binding.

## 3. Subject matter of the Agreement, License Models, Scope of Service, Support

- 3.1. The subject matter of the Agreement is the provision of the Wandelbots Technology or party thereof, related services as well as granting of one or more underlying licenses for the Wandelbots Software. Customer can choose from different contract models, which are described on [wandelbots.com](https://wandelbots.com), the Product Description and/or the underlying order.
- 3.2. Each End User needs to create a user account with Wandelbots for being able to use the Wandelbots Software.
- 3.3. Set-up, installation or production of the technical readiness for operation by Wandelbots are part of this Agreement, only if they have been expressly agreed upon as further services. Further services of Wandelbots (consulting, instructions, training) are to be agreed separately in writing, if necessary.
- 3.4. Customer bears the sole responsibility for ensuring that the technical requirements and system environment required for the use of the Wandelbots Software is available.
- 3.5. Customer is obliged to provide feedback and interaction as agreed within the Product Description, underlying order and/or as reasonably requested by Wandelbots.
- 3.6. Copyright notices, serial numbers and other features serving to identify the program may not be removed or changed from the Wandelbots Technology, including software, materials or documentation.
- 3.7. Wandelbots offers support services as described in the product sheet. Any statutory rights of Customer in case of defects of the Wandelbots Technology or parts of it shall remain unaffected.

## 4. Force Majeure

Force majeure or operational disruptions occurring at Wandelbots or its suppliers, e.g. by riot, strike, sickness, war, lockout, which temporarily prevent Wandelbots from delivering the Wandelbots Technology or party of it on the agreed date or within the agreed period through no fault of its own, will change the agreed dates and periods by the duration of the performance disruptions caused by these circumstances. If



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such a disruption leads to a delay of more than nine (9) months, Customer can withdraw from the Agreement.

### 5. Remuneration and Advance Payments

- 5.1. Except for services provided by Wandelbots explicitly free of charge, Customer undertakes to pay the agreed remuneration for acquiring the Wandelbots Software or the Wandelbots Technology and underlying rights. The prices and conditions for Wandelbots Software and Wandelbots Technology can be found in the current price list available on [wandelbots.com](https://wandelbots.com) or as agreed in the respective order. The prices are exclusive of value added tax (VAT), any similar sales tax or any tax that replaces such sales taxes.
- 5.2. The prices for the Wandelbots Software, Wandelbots Technology and all other amounts to be paid hereunder will be stated in, and will be paid in, Euro (EUR).
- 5.3. If not agreed otherwise in writing, Customer pays a flat rate or a monthly fee for the rented Wandelbots Software. Payments must be made within fourteen (14) days as of the respective invoice date, unless otherwise stated in the order confirmation or in separate agreements between the Parties.
- 5.4. Any additional costs, including but not limited to VAT, any similar sales tax or any tax that replaces such sales taxes (each as applicable), delivery costs, customs, official fees, discount costs (*Diskontkosten*) as well as the charges made on bills and cheques, shall be borne by Customer. If Wandelbots has assumed responsibility for installation or assembly, Customer shall in addition to the agreed amount, bear all necessary additional costs, such as travel costs.
- 5.5. A payment shall only be deemed to have been made when Wandelbots has the amount at its disposal.
- 5.6. Customer shall only be entitled to exercise a right of retention if its counterclaim is based on the same contractual relationship. Customer shall only be entitled to set off counterclaims from other legal relationships to the extent that they are undisputed or have been legally established.
- 5.7. Wandelbots is only entitled to partial deliveries and partial services if (i) the partial delivery is usable for Customer within the scope of the contractual purpose; (ii) the delivery of the remaining ordered Wandelbots Technology is ensured; and (iii) Customer does not incur any significant additional expenditure or additional costs as a result.
- 5.8. If Wandelbots has sufficient evidence that it will not receive the full payment from Customer or not on time, Wandelbots shall be entitled to refuse the contractual performance by pleading insufficient security, until the remuneration due or the security has been provided. If Customer does not provide the remuneration in due time or provide the relevant security within a reasonable period demanded in writing, Wandelbots may cancel the Agreement.



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## 6. Warranty

- 6.1. The statutory provisions shall apply to the Customer's rights in the event of material defects and defects of title (including wrong delivery and short delivery), unless otherwise stipulated in this section 6 or section 7 below. All warranty claims shall expire within 12 months after making the Wandelbots Technology or parts of it (depending on the order) available to the Customer.
- 6.2. The Wandelbots Software corresponds essentially to the Product Description and/or underlying product documentation. Any information in the Product Description cannot be regarded as contractual warranty. Beta versions are test versions and may include bugs and/or malfunctions.
- 6.3. Wandelbots assumes no guarantee that the business expectations of Customer associated with the use of the Wandelbots Software or other Wandelbots Technology will be realized.
- 6.4. Any claims for damages are subject to the limitations mentioned in section 11.

## 7. Additional Conditions for Renting Wandelbots Software

- 7.1. In general, the Wandelbots Software is provided to Customer after subscription and granting of one or more licenses to use the Wandelbots Software.
- 7.2. In case of defects of updated, upgraded or new versions, the right of defect shall be limited to the new features of the update, upgrade or new version of the affected rented Wandelbots Software compared to the previous version release.
- 7.3. In principle, the statutory provisions on warranty in rental agreements apply, however the application of § 536a para. 2 BGB (right of the lessee to remedy defects himself) is excluded. In all other respects, the provisions of the law on service contracts (§§ 611 ff. BGB) shall apply.
- 7.4. Any claims for damages are subject to the limitations mentioned in section 11.

## 8. Intellectual Property and similar Rights

- 8.1. Except as laid out in the provisions of this section 8 and the EULA, Wandelbots shall be entitled to all intellectual property rights in relation to the Wandelbots Software, including copyright, trademark rights, name rights, patents, trade secrets, designs, related rights, programming code and binary code embodied in a computer readable medium or other designations and know-how, to the extent they exist and/or arise, and to all intellectual property rights to ideas, designs, reports and data, such as diagrams, drawings, specifications, plans, rights, templates, models, statistics, calculations, databases, software and supporting records or materials created or developed in connection with or through the Wandelbots Software and Wandelbots Technology or created or developed through the collaboration between the Customer and Wandelbots.
- 8.2. Provided that Customer is a legal entity and except for the scope of section 8.3 as well as other terms in the Agreement, Customer shall be entitled to all intellectual property rights to its work results developed solely by such Customer ("**Customer IP**").



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**8.3.** Wandelbots shall be entitled to use any feedback, programming, and work results by Customer for the optimization of the Wandelbots Software and Wandelbots Technology and Customer hereby grants the respective rights to Wandelbots. Customer shall only be entitled to Customer IP limited to the export functionalities provided within the Wandelbots Software from time to time.

### **9. Additional Conditions for hardware and additional services provided by Wandelbots**

**9.1.** If the Agreement not only includes Wandelbots Software but also the delivery of hardware or any additional services, the terms of this section 9 shall apply.

**9.2.** For the Wandelbots Software delivered together with hardware, Customer receives the documentation provided by Wandelbots for passing on to the End Users.

**9.3.** Destinations of delivery of Wandelbots Technology are restricted by the terms of the Agreement and to a certain territory to be defined by Wandelbots in its sole discretion. Delivery times are approximate and can therefore be exceeded by up to three (3) days, unless otherwise agreed in writing with Customer. The delivery period begins with the dispatch of the order confirmation, but not before receipt of all documents to be provided by Customer, clarification of all technical details and, as applicable, transfer of the agreed down payment. At the time of delivery, Customer must ensure that the delivery of the Wandelbots Technology corresponds to the order, or immediately notify Wandelbots in writing that the order does not correspond to the confirmed order. The provisions set forth in § 377 German Commercial Code (HGB)) shall apply, as far as legally permissible.

**9.4.** If not agreed otherwise in writing, delivery shall be made "FCA factory" (Incoterms 2020), which shall also be the place of performance for the delivery and any subsequent performance. Unless otherwise agreed in writing, Wandelbots is entitled to determine the type of shipment within its sole discretion, in particular, transport provider, shipping route, packaging. Upon delivery of the Wandelbots Technology to Customer or the transport company or another person nominated by Customer, whichever occurs first, Customer shall be liable for its loss, damage or accidental destruction. This also applies if partial deliveries are made or Wandelbots has taken over other services, e.g. shipping costs, delivery or installation.

**9.5.** In the case of rented or leased products or hardware, the following shall apply:

**9.5.1.** Customer is obligated during the lease or rental period to take all necessary measures to maintain the affected Wandelbots Technology in the condition in which they were at the time of lease or rental and obtain sufficient insurance, if reasonable.

**9.5.2.** Customer must notify Wandelbots of damages to rented or leased products or hardware immediately after becoming aware of them. Culpable omission obligates Customer to compensate for the resulting damage.



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- 9.5.3.** Customer is obliged to return rented or leased object after the respective rental or lease period has lapsed, latest 14 days after such lapse or immediately upon respective notice by Wandelbots.
- 9.6.** If such additional services relate to the purchase of hardware or products the following shall apply:
- 9.6.1.** Wandelbots retains title to the purchased and delivered products until all payments from the business relationship with Customer have been received. In the event of Customer acting in breach of contract, e.g. default in payment, Wandelbots shall have the right to take back the affected products after setting a reasonable grace period, and Customer shall be obliged to surrender these products. If Wandelbots takes back the reserved goods, this constitutes a withdrawal from the Agreement. If Wandelbots distrains the products, this constitutes a withdrawal from the Agreement. Wandelbots shall be entitled to utilise the products after repossession. After deduction of a reasonable amount for the costs of utilisation, the proceeds of realisation shall be set off against the amounts owed to Wandelbots by Customer.
- 9.6.2.** Customer must treat the purchased products with care. Maintenance and inspection work which become necessary must be carried out by Customer at its own expense and in good time. Wandelbots is entitled to ensure the products sufficiently at replacement value against fire, water, theft and other damage at the expense of Customer, provided that Customer has not demonstrably taken out the insurance itself.
- 9.6.3.** Customer is entitled to sell and/or use products, in the ordinary course of business with the title to the ownership being reserved, or to allow third parties to use them for valuable consideration, provided Customer is not in default of payment. Pledging or transfer by way of security is not permitted. Customer shall immediately inform Wandelbots about any attachments, seizures or other acts of disposition effected by any third parties. The costs of lifting such measures shall be borne by Customer.
- 9.6.4.** Customer assigns herewith to Wandelbots all claims against Customer's clients or third parties arising from the resale of the Wandelbots Technology or the transfer of use, irrespective of whether the Technology is passed on without being processed or after the processing, and without the transaction requiring any specific notice of assignment in individual cases. Customer is authorized to collect these accounts also after the assignment has been made, although it does not affect Wandelbots' power to collect these accounts itself. Wandelbots may exercise this right if Customer does not meet its payment commitment towards Wandelbots or if insolvency proceedings against Customer have been applied for. If a default in payment occurs, Wandelbots can demand that the amounts due shall be paid into a named agency account. Moreover, Wandelbots can also demand that Customer's debtors make their payments to Wandelbots, that Customer shall





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inform Wandelbots about the names of the debtors of the assigned accounts for this purpose and that the assignment be disclosed to the debtors.

- 9.6.5.** If the account receivable from the re-sale cannot be assigned to the extent set out above because such amount is under a current account agreement between Customer and its customer, the balance of the current account relationship shall be deemed to have been assigned after the netting out in as much as the receivables from the resale are to be assigned in accordance with the above provisions. This security shall continue to exist until all claims of Customer against the third party have been settled.
- 9.6.6.** Any processing or transformation of the products by Customer shall in any case be carried out on Wandelbots' behalf. If the products are processed with other items not belonging to Wandelbots, Wandelbots shall acquire co-ownership of the new items in the ratio of the value of the reserved goods (final invoice amount including value added tax) to the other processed items at the time of processing. The same shall apply to the new object resulting from the processing as to the reserved goods. In the event of inseparable mixing of the reserved goods with other items not belonging to Wandelbots, Wandelbots shall acquire co-ownership of the new item in the ratio of the value of the reserved goods (final invoice amount including value added tax) to the other mixed items at the time of mixing. If, as a result of the mixing, Customer's item is to be regarded as the main item, the parties agree that Customer assigns to Wandelbots, pro rata co-ownership of this item; Wandelbots hereby accepts the assignment. Wandelbots' sole ownership or co-ownership of an item thus created shall be held in safe custody for it by Customer.
- 9.6.7.** In the event of access by third parties to the products, in particular, seizures, Customer shall point out Wandelbots' ownership and inform Wandelbots immediately so that Wandelbots can assert its ownership rights. Insofar as the third party is not in a position to reimburse Wandelbots for the judicial or extrajudicial costs incurred in this connection, Customer shall be liable for these.
- 9.6.8.** Wandelbots shall be obliged to release the securities to which it is entitled insofar as the realisable value of its securities exceeds the claims to be secured by more than 10%, whereby Wandelbots shall be responsible for selecting the securities to be released.
- 9.6.9.** If the delivered products do not conform to the agreed conditions at the time of risk transfer, Customer's claim for performance shall cover the replacement or the reworking of those parts free of charge that are useless or the usefulness of which is substantially impaired, with the option being left to Wandelbots. Replaced parts become the property of Wandelbots.
- 9.6.10.** In order to carry out all repairs and replacement deliveries which Wandelbots deems necessary, Customer shall, after consultation with Wandelbots, give Wandelbots the necessary time and opportunity; otherwise



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Wandelbots shall be released from liability for the consequences arising therefrom. Only in urgent cases of danger to operational safety or to prevent disproportionately large damage, in which case Wandelbots must be notified immediately, shall Customer have the right to remedy the defect itself or have it remedied by third parties. If Customer or a third party carries out improper repairs, Wandelbots shall not be liable for the resulting consequences. The same applies to changes of products made without Wandelbots' prior consent.

**9.6.11.** Insofar as the complaint proves to be justified, Wandelbots shall bear the expenses necessary for the purpose of subsequent performance, provided that this does not result in a disproportionate burden on Wandelbots.

**9.6.12.** The warranty period is one (1) year after the transfer of risk. There is no separate warranty for products that are repaired or replaced during the original warranty period. There is no warranty for used products.

**9.7.** Wandelbots would like to point out to the Customer that according to the EU Machinery Directive (REGULATION (EU) 2023/1230), the manufacturer or importer of a machine in the EU is obliged to carry out CE certification.

**9.8.** Any claims for damages shall be subject to the limitations set forth in Section 11.

### 10. Export Controls

**10.1.1.** Customer will at all times comply with all applicable European Union, German and other applicable export control laws, customs and foreign trade regulations (the "**Foreign Trade Regulations**") in all respects with regard to the performance of this Agreement. In case the Customer is the exporter of the Wandelbots Technology, Customer will obtain any licenses required for its export under Foreign Trade Regulations. In case Wandelbots is the exporter, Customer undertakes to provide all necessary information truthfully.

**10.1.2.** Customer confirms, that the Wandelbots Technology provided by Wandelbots will not be used directly or indirectly for any purpose or in any way, which contravenes Foreign Trade Regulations.

**10.1.3.** Customer confirms that it is not a natural or legal person, entity or body with which the conduct of any business or transaction is restricted or prohibited by Foreign Trade Regulations (a "**Sanctioned Person**"). Customer warrants that it will immediately inform Wandelbots if it becomes a Sanctioned Person. Customer ensures that the Wandelbots Technology will not be directly or indirectly made available to a Sanctioned Person.

**10.1.4.** Wandelbots has the right to suspend or terminate the Agreement at any time if Foreign Trade Regulations preclude the performance of the Agreement, in particular, if a license required for export under Foreign Trade Regulations is not granted or Sanctioned Persons are involved in the performance of the Agreement.





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## 11. Liability

- 11.1. Wandelbots is liable for damages without limitation
  - 11.1.1. in case of intent or gross negligence including fraud;
  - 11.1.2. arising out of death, injury to body or health;
  - 11.1.3. according to the regulations of the product liability law (*Produkthaftungsgesetz*); and
  - 11.1.4. to the extent of any guarantee provided by Wandelbots.
- 11.2. In the event of a slightly negligent breach of an essential contractual right or obligation, which is absolutely necessary for a proper execution of the contract, and which might endanger the fulfilment of the contractual purpose (material contractual obligation), the liability of Wandelbots is limited to damages that are foreseeable and typical for the type of business in question.
- 11.3. There is no further liability of Wandelbots, including but not limited to the following events: using the Wandelbots Software for any other but the intended purpose, the use of unreasonable force on the Wandelbots Software, unsuitable environment or unsuitable or improper use, faulty assembly or commissioning by Customer or third parties, natural wear and tear, faulty or negligent treatment, improper maintenance, unsuitable operating materials, defective construction work, unsuitable foundation soil, thermal, chemical, electrochemical or electrical influences – unless Wandelbots is responsible for them under this Section 11.
- 11.4. Wandelbots assumes no liability if Customer breaches foreign trade rules, including, but not limited to the following events: directly or indirectly using Wandelbots Software or underlying Technology in any purpose or way, which contravenes any applicable European Union, German and other applicable export control laws, customs and foreign trade regulations, if Customer is or becomes a Sanctioned Person or makes the Wandelbots Software or Technology directly or indirectly available to such a person.
- 11.5. The application of § 536a para. 1 BGB (Lessor's liability for damages) is excluded to the extent it provides for liability regardless of fault.
- 11.6. Any limitation periods for claims from Customer shall be restricted to one year.
- 11.7. Any exemption from liability as well as limitations of liability of Wandelbots shall also apply to the personal liability of employees, legal representatives and corporate bodies of Wandelbots. Moreover, all kind of claims, including those based on tort, shall be covered.

## 12. Term, Termination, Return of Wandelbots Software and Wandelbots Technology

- 12.1. The term of the Agreement depends on the chosen contract model and terms as outlined in the underlying order(s). If not agreed otherwise between the Parties in writing, ordinary termination is excluded during the contractual term.
- 12.2. Each Party may terminate the contract without notice for cause (*wichtiger Grund*). In particular, Wandelbots may terminate for cause (*wichtiger Grund*), if (i) Customer does not pay the contractually owed fees in time and the outstanding fee reaches an amount of more than two months' pay, or (ii) Customer is in breach



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of sections 1.4, 3.6, 9 (Export Controls), 13 (Confidentiality) and does not cure this breach in reasonable time.

**12.3.** Upon the termination or expiration of the Agreement, Customer must return rented Wandelbots Software, Wandelbots Technology and related materials to Wandelbots immediately and in proper condition and return or destroy any Confidential Information (as defined below) of Wandelbots. Statutory retention periods shall remain unaffected.

**12.4.** Wandelbots reserves the right to discontinue any Wandelbots Software or Wandelbots Technology by providing reasonable written notice to Customer.

### 13. Privacy

**13.1.** With respect to the processing of personal data by Wandelbots, the Customer takes knowledge of the Wandelbots Privacy Policy, available on [wandelbots.com](https://wandelbots.com).

**13.2.** In the event personal data are processed by Wandelbots by Customer's order, the terms of the Data Processing Agreement, available on [wandelbots.com](https://wandelbots.com), shall apply.

### 14. Confidentiality

**14.1.** The Parties agree to keep any and all information and documents of the respective other Party which are marked as confidential or which are to be regarded as confidential due to the circumstances, in particular, information about operational procedures, business relations and know-how ("**Confidential Information**") confidential.

**14.2.** Such Confidential Information is excluded from this obligation,

**14.2.1.** which were demonstrably already known to the recipient at the time of conclusion of the Agreement or subsequently become known to the recipient by third parties without this infringing a confidentiality agreement, statutory provisions or official orders;

**14.2.2.** which are publicly known at the time of the conclusion of the Agreement or become publicly known thereafter, unless this is due to a breach of the Agreement;

**14.2.3.** which must be disclosed due to legal obligations or by order of a court or an authority. To the extent permissible and possible, the recipient obligated to disclose shall inform the other party in advance and give it the opportunity to take action against the disclosure.

**14.3.** This section shall survive any termination or cancellation of the Agreement.

**14.4.** In the event Customer and Wandelbots have signed a separate non-disclosure agreement (NDA) the terms in such NDA shall prevail.

### 15. References

**15.1.** Customer agrees to support Wandelbots with being named as a reference on the internet presence, in company presentations and within offers of Wandelbots for an unlimited period of time in order to refer to the joint economic relationship. For



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this purpose, Wandelbots is entitled to use the company identification and / or the company logo of Customer, to create a link to the internet presence of Customer, to make briefly recognizable in what form the economic cooperation exists and to create a detailed reference and to publish it on the internet presences of Wandelbots.

- 15.2. Customer declares to be the owner of the above-mentioned rights. Wandelbots shall not be responsible for consequences that result from the use of the company name and / or logo for the intended purpose.
- 15.3. This permission can be withdrawn in writing in part or in its entirety at any time and without giving reasons.
- 15.4. Any consent of Customer shall not be unreasonably withheld.

### 16. Miscellaneous

- 16.1. Any terms or document linked in these Terms and Conditions or attached hereto shall form an integral part of the Agreement, except for the Wandelbots Privacy Policy.
- 16.2. The Agreement shall be subject to the Laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods. Place of jurisdiction shall be Dresden/Germany.
- 16.3. Any notification, information etc. which shall be "written" or "in writing" according to the provisions of this Agreement requires form of a signed instrument delivered by letter, email or fax to the other Party.
- 16.4. Should individual provisions of these Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions of these Terms and Conditions or the Agreement. The Parties undertake to replace the invalid provision with a valid provision that comes closest to the economic purpose of the invalid provision. The same applies in the event of a contractual loophole.

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