

These Terms and Conditions for purchase of Goods and/or Services by Robogistics, LLC (RoboG) in the USA (“Terms”) and all documents attached hereto or referenced herein (“Exhibits”), including the Purchase Order form, amendments or change orders if any, shall constitute the contract for the Goods/Services purchased by RoboG (collectively “Purchase Order”). “RoboG” means the RoboG entity identified in the Purchase Order. “Supplier” means the party identified in the Purchase Order. Supplier and RoboG are authorized to do business or maintain a registered agent in the USA. RoboG and Supplier are, individually, referred to as a “Party” and, collectively as the “Parties”. “Affiliate” means, with respect to a Party, any other party who directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such Party; provided, however, such party shall be deemed to be an Affiliate only as long as such control exists. For purposes of this definition, “control” (of a corporation, company or other entity) shall mean to have, directly or indirectly, the power to direct or cause the direction of the management and policies of a corporation, company or other entity, whether (i) through the ownership of voting securities providing for the right to elect or appoint, directly or indirectly, the majority of the board of directors, or a similar managing authority, (ii) by contract or (iii) otherwise. Notwithstanding the foregoing, for RoboG, “Affiliate” shall also include any Carved-out unit. “Carved-out Unit” shall mean any company, in which RoboG or an Affiliate of RoboG directly or indirectly holds a minority interest of at least 15 (fifteen) percent and (i) which formerly was an Affiliate of RoboG. “Representatives” mean a Party’s and its respective Affiliates’ directors, officers, employees, agents, representatives and/or subcontractors. “Goods” mean products, materials, raw materials, supplies, equipment, information, Work Product, data, drawings, designs, specifications, reports and/or off- the-shelf software furnished by Supplier hereunder. “Services” mean the tasks/deliverables to be provided/performed by Supplier as set forth in the Purchase Order. The Purchase Order is effective and is expressly conditional upon Supplier’s assent to all terms and conditions in the Purchase Order that are different from or additional to those stated in Supplier’s quotation, proposal, or other offering documents. RoboG hereby gives notice of objection to any different or additional terms offered by Supplier in any response to this Purchase Order. Shipment of any Goods or the performance of any Services by Supplier shall be deemed to constitute Supplier’s assent to this provision.

**1. COMMUNICATIONS AND CHANGE ORDERS.**

(A) All written communications shall (i) be directed to the addresses set forth in the Purchase Order, (ii) refer to the Purchase Order number and (iii) be delivered in accordance with this Purchase Order and its terms.

(B) If RoboG requires modifications to the Goods/Services, the Parties shall negotiate an equitable adjustment in the form of a change order or amendment. Supplier shall not make any changes without RoboG’s prior written consent.

**2. PRICING, TERMS OF PAYMENT, TAXES AND DUTIES.**

(A) The purchase price set forth in the Purchase Order shall be in US Dollars, shall be firm and shall include Supplier’s overhead, insurance, packaging, storage and shipping (where applicable), wages and other amounts owed to Supplier’s Representatives, including all administrative and travel expenses, taxes, customs, tariffs and all other costs, and expenses (including transfer pricing) applicable to the Goods/Services. The purchase prices for Goods (both tangible and intangible) and Services shall be separately stated.

(B) RoboG shall not be responsible for the payment of any taxes, customs, tariffs, fees or duties other than those required to be paid by RoboG under the State Law, which is Texas and which are clearly itemized on Supplier’s invoice(s). RoboG is Tax Exempt and shall provide tax exemption certificates or other applicable tax documents as reasonably requested by Supplier.

(C) Unless otherwise set forth in the Purchase Order, invoices are due and payable net forty (45) days after receipt of the Goods (including all documents required in the Purchase Order), performance of the Services, and a receipt of a correct undisputed invoice by RoboG. Payment(s) form shall be RoboG’s preferred method, which is by electronic banking method identified in the Purchase Order,

alternatively by check in written form.

### **3. TITLE, RISK OF LOSS, DELIVERY.**

(A) Title to Goods, and title or license to Services, shall pass to RoboG at the earlier of (i) payment by RoboG or (ii) receipt of the Goods/Services by RoboG per the delivery terms in the Purchase Order. In the event of advance or progress payments, Supplier shall (a) reasonably identify or otherwise mark the Goods/Services as RoboG's property; (b) sign and deliver such documents for RoboG to confirm that title or license has passed to RoboG; and (c) if requested by RoboG, provide an advance payment bond acceptable to RoboG, if requested by RoboG. Goods/Services shall be delivered free and clear of all liens or claims with Supplier confirming and verifying, where applicable and requested on a case by case bases by RoboG.

(B) For Goods purchases, the Purchase Order shall state the (i) mode, manner and timing of delivery to RoboG, its end user(s) or designee(s) and (ii) address of final destination. Regardless of the shipping terms used, risk of loss to the Goods shall remain with Supplier until Goods are in the possession, custody and control of RoboG.

(C) Shipments sent cash advance (C.O.D.) without RoboG written consent will not be accepted and will be at Supplier's risk. Shipment sent earlier than the release ship date without RoboG written consent or overlooking the shipping release date on RoboG purchase order and or the supplier is instructed to ship only the quantities specified in the Purchase Order will not be accepted and will be at Suppliers' risk and expense. Any deviation caused by conditions of loading, shipping, packing, or allowances in manufacturing processes may be accepted by RoboG only pursuant to a duly executed amendment or change order as set forth in Section 1(B). RoboG reserves the right to return, without liability, any over-shipment at Supplier's expense.

(D) Supplier shall comply with RoboGr's delivery dates at its sole cost unless the Parties otherwise agree in writing. If a delay originates with Supplier or its Representatives, Supplier shall be solely responsible for expedited delivery and other charges to meet delivery dates. Goods shipped in advance of RoboG's delivery dates may, at RoboG's option, be returned to Supplier at Supplier's expense. RoboG reserves the right to delay shipment of the Goods as agreed between both parties but no later than for up to ninthly (90) days at no additional cost.

### **4. INSPECTION AND QUALITY CONTROL.**

RoboG, its Representatives and/or end user(s) may inspect, test, reject or accept Goods/Services during manufacture or performance and post acceptance of surface shipment received by RoboG. If inspections/tests are made on Supplier's premises, Supplier, without additional charge, shall provide reasonable facilities and assistance for the safety and convenience of RoboG's inspectors. RoboG's inspections/tests will not unduly interfere with Supplier's business. Supplier shall maintain quality control and inspection systems as mutually agreed upon by the Parties and provide RoboG with quality assurance documentation, manuals or certifications, where necessary and requested by RoboG. Notwithstanding prior inspection or testing, payment, or passage of title, all Goods/Services shall be subject to final inspection and written acceptance at final destination, with such rights of inspection/rejection being in addition to any other rights or remedies of RoboG under this Purchase Order or Applicable Law. If RoboG rejects all or part of the Goods, RoboG may return Goods to Supplier, at Supplier's sole risk and expense, for rework or replacement, and Supplier shall ship conforming Goods within ten (10) days of Supplier's receipt of the rejected Goods. If RoboG determines, in its sole discretion, that Supplier is unable to rework or replace Goods within the time required by RoboG, RoboG may: (A) rework or have another supplier rework the Goods, the cost of such rework to be paid by Supplier; (B) return Goods to Supplier for full credit and obtain replacement from an alternate source, at Supplier's expense; or (C) produce replacement Goods at Supplier's expense. All Services found to be defective or nonconforming shall be re-performed at Supplier's expense.

### **5. GOODS AND SERVICES WARRANTY.**

(A) **GENERAL WARRANTIES:** Supplier represents and warrants that it shall perform the Services and furnish the Goods in a professional and workmanlike manner, and the Goods/Services furnished hereunder

(1) shall (i) be new and of merchantable quality, (ii) be fit for and capable of the intended use; (iii) be of high quality and free from any defect or nonconformity in design, workmanship or materials; (iv) not be government or commercial surplus, used, remanufactured or reconditioned or of such age or so deteriorated as to impair the usefulness or safety thereof, and (v) strictly conform to the requirements of this Purchase Order, RoboG's specifications, drawings, samples and other descriptions or instructions furnished by Supplier or Supplier's Representatives, generally accepted professional, engineering, manufacturing and/or technology standards, and Applicable Law; in each instance, until the later of twelve (12) months after the Goods are first placed into service or twenty four (24) months after delivery, and in the case of Services, eighteen (18) months after the completion of the Services;

(2) (i) are free of any liens, encumbrances or claims, (ii) are free of Asbestos, Asbestos containing materials or any other materials prohibited by Applicable Laws; (iii) bear all markings, labels, warnings, notices or other information required under Applicable Law; and (iv) do not contain any substance prohibited by national or international regulations applicable to the Supplier or RoboG, or at the point of delivery;

(3) do not (i) infringe, violate or misappropriate any intellectual property right(s) of third parties or (ii) violate Applicable Laws; and

(4) Supplier has all of the rights, permits, licenses and authority necessary to perform its obligations hereunder.

(B) **TECHNOLOGY WARRANTIES:** Supplier further represents and warrants that (i) Goods/Services including any software, related documentation, updates furnished hereunder and the media it is delivered on, or any "Software as a Service" or "Cloud" service, have been scanned for viruses and other malicious code and have been found to be free from viruses and malicious code; and (ii) the Goods/Services do not (a) grant access to servers, systems or programs of RoboG, its Affiliates or Representatives or RoboG's end user RoboGs by person(s) other than RoboG, its Affiliates or Representatives or (b) contain any program, routine, code, device or other undisclosed feature including but not limited to a time bomb, ransomware, virus, software lock, trojan horse, worm or trap door ("Disabling Feature") that is designed to delete, disable or interfere with the Goods/Services, infect the host or perform an unauthorized process, and if any Disabling Feature is discovered or reasonably suspected to be present, Supplier shall immediately notify RoboG and, at its sole expense, delete such Disabling Feature and carry out the recovery necessary to remedy its impact.

(C) For a breach of Supplier's warranty, RoboG's remedies shall include but not be limited to Supplier's correction of any nonconformity with the warranty at its sole expense, and at the sole discretion of RoboG, Supplier shall promptly (i) repair or replace the nonconformity (and correct any plans, specifications, or drawings affected); (ii) furnish RoboG or its end users any materials, parts and instructions necessary to correct the nonconformity, including reimbursement for RoboG's costs; or (iii) pay RoboG a mutually agreed portion of the Purchase Order price. RoboG shall also be entitled to recover all costs and expenses incurred directly by RoboG, its Representatives or payable to third parties, including additional costs of RoboG's personnel or other labor, evaluation, re-working or scrapping, or transportation costs, or costs incurred in removing defective or nonconforming Goods/Services from property, equipment or products from property or premises where they have been incorporated.

(D) The warranty with respect to any corrected Goods/Services shall be subject to the same terms as the original warranty except that the warranty on any corrected or replaced Goods/Services shall be the longer of (i) one year (1) from the date of repair or replacement or (ii) until the end of the original warranty period.

(E) RoboG's approval of Supplier's samples, prototypes or first articles shall not be construed as

a waiver of any express or implied warranty.

(F) In addition to any other obligations set forth in this Article 5, Supplier shall pass through all assignable third-party manufacturers' warranties applicable to Goods/Services furnished by Supplier. In the event a third party warranty is not assignable, Supplier shall enforce its warranty against a third party at Supplier's expense upon RoboG's reasonable request. Supplier shall immediately notify RoboG in writing of product recalls and/or product safety notices that concern the Goods/Services.

(G) RoboG shall have the right to assign all Supplier warranties under this Purchase Order to third parties including RoboG's RoboGs/end users who shall have all rights to enforce such warranty.

## **6. ROBOG FURNISHED PROPERTY.**

The term "RoboG Furnished Property" shall mean all tools, patterns, equipment, materials or other property which is either supplied by or on behalf of RoboG or its Representatives to Supplier to perform the Services or furnish the Goods, or purchased by RoboG from Supplier which is to be "delivered in place" and stored at Supplier's facility. Title to RoboG Furnished Property shall remain with RoboG and risk of loss shall be with the Party who has possession. For RoboG Furnished Property in Supplier's possession, custody or control, Supplier shall insure against loss and damage in an amount equal to full replacement cost. RoboG Furnished Property shall carry no guarantee or warranty, express or implied. Supplier shall not use RoboG Furnished Property on any work other than the Goods/Services. Supplier shall clearly mark RoboG Furnished Property to show RoboG's ownership and prevent a lien, encumbrance or challenge to RoboG's title thereto. Supplier shall, at its own expense, maintain and repair RoboG Furnished Property returning it to RoboG in the condition in which received, reasonable wear and tear excepted. Upon expiration or termination of the Purchase Order, Supplier shall dispose of RoboG Furnished Property as RoboG directs in writing. RoboG reserves the right to abandon RoboG Furnished Property at no additional cost to RoboG. This Purchase Order shall remain in effect so long as Supplier possesses RoboG Furnished Property.

## **7. PACKAGING.**

(A) Except where the Purchase Order includes alternative requirements, Supplier shall be responsible for packaging Goods, and the clear and conspicuous marking of Goods and packaging, in accordance with Applicable Law, industry standards and in a manner sufficient to permit efficient handling, to provide adequate protection and comply with requirements of carrier and Applicable Law.

(B) Packing slips identifying the Purchase Order number and part number must accompany each shipment. The exterior of each shipping container or package will be clearly marked with RoboG's Purchase Order number and country of origin, which shall also be marked on Goods, and any specified packaging/marketing requirements stated in the Purchase Order, in a clear, conspicuous and permanent manner. Supplier shall provide all necessary shipping documents, including, but not limited to, customs invoices and packing lists in accordance with RoboG's requirements and Applicable Law. Damages and costs incurred by RoboG, its Representative or end user resulting from Supplier or its Representative's failure to comply with this Section shall be paid by Supplier.

## **INTELLECTUAL PROPERTY.**

(C) *Ownership:* Each Party shall retain all right, title and interest it may have with respect to Items acquired or developed before the effective date or independently of this Purchase Order. "Items" means ideas, inventions, discoveries, processes, methods, designs, know-how, strategies, techniques, formulas, models, instructions, specifications, technical information, computer programs including software (in source and object code forms), firmware and related operating instructions and documentation, trademarks, service marks, and works of authorship of all kinds, including notes, reports, memoranda, writings, plans, outlines, research, data, figures, descriptions, drawings, diagrams, charts, sketches, patterns, compilations, lists, surveys, interview guides, and recordings in any form or medium and whether or not patentable or copyrightable.

(D) As between the Parties, RoboG shall be the sole owner of and shall have all right, title and interest in all Work Product, including all related copyright, patent and other intellectual property rights,

including without limitation, any derivative works, or inventions or trademarks relating to existing intellectual property. "Work Product" means all Items and any other work product conceived, created, developed, produced, prepared, collected, compiled or generated by Supplier, its Affiliates or Representatives in connection with performing the Services or producing the Goods including but not limited to modifications and improvements thereto. Supplier shall not cause or permit any Work Product to be subject to any lien or encumbrance. Supplier hereby, irrevocably, in perpetuity and without further consideration, assigns to RoboG all right, title and interest that Supplier, its Affiliates and/or Representatives has or may have in the future anywhere in the world in all Work Product.

(E) *Works made for Hire*: RoboG will be considered the "person for whom the work was prepared" for purposes of determining the authorship of any copyright in Work Product, and all copyrightable aspects of Work Product will constitute "works made for hire" as that term is defined under Section 101 of the U.S. Copyright Act, 17 U.S.C. § 101, as amended ("Copyright Act"), or analogous provisions under other Applicable Laws, and will be owned exclusively by RoboG upon creation. If (and to the extent) any of the foregoing (or any part or element thereof) is found as a matter of law not to be a "work made for hire" under Applicable Laws, Supplier hereby irrevocably, in perpetuity and without further consideration, assigns to RoboG (its successors and assigns) all right, title and interest that Supplier has or may have in the future in and to all United States and foreign copyrights in Work Product and all copies thereof.

(F) *Disclosure; Further Assurances*: Supplier shall disclose and describe all Work Product to RoboG and, promptly upon RoboG's request, provide any requested information or documentation related to Work Product. Upon RoboG's request, Supplier will execute and deliver to them all documents and provide all testimony necessary to register and enforce intellectual property rights in Work Product solely in the name of RoboG (or its designee). Supplier irrevocably designates and appoints RoboG (or its designee) and its legal representatives and nominees, as Supplier's agent and attorney-in- fact to prosecute and enforce any applications and intellectual property rights as to Work Product.

(G) Supplier shall promptly disclose, and hereby grants to RoboG, a non-exclusive, freely transferable, royalty-free, fully paid-up, worldwide, license in and to, all Items owned or licensed by Supplier which are necessary for the use and enjoyment by RoboG of Goods/Services and Work Product hereunder. Such license covers perpetual software license for software used in or required for the operation of Goods/Services, including but not limited to all modifications or additions to software, as well as all related documentation and technical information. Any software maintenance or support service shall be the subject of an Exhibit to this Purchase Order.

(H) Supplier shall not embed or incorporate any third-party Items into Goods/Services without RoboG's prior written consent and Supplier's providing to RoboG and/or its end users a list of third-party software or other intellectual property contained within or necessary to use Goods/Services together with royalty-free, paid-up licenses to RoboG, its Affiliates and its or their end user(s).

## **8. INDEMNIFICATION.**

(A) Supplier shall indemnify, defend and hold harmless RoboG, its Affiliates, and their Representatives and assigns from and against all claims, suits, causes of action, losses, liabilities, liens, damages, assessments, costs, expenses, demands, complaints or actions including but not limited to reasonable attorneys' fees and court costs (collectively "Claims") concerning (i) death, personal injury, or property damage arising or resulting from (a) Supplier or its Representative's negligence or willful misconduct, or (b) the Goods/Services furnished hereunder; (ii) nonpayment of wages, benefits, fees, amounts owed, and/or any taxes (including penalties and interest) associated therewith arising from Supplier's Representatives, suppliers, contractors, and/or materialmen which may include liens or encumbrances on the Goods/Services or the premises on which located; (iii) a challenge to RoboG's title to the Goods/Services; (iv) infringement or misappropriation of any third party's intellectual property rights in connection with the Purchase Order or RoboG's, its Representatives or RoboG's end user's use of the Goods/Services; (v) violation of Applicable Law; (vi) damage or loss to, or arising out of, or resulting from RoboG Furnished Property; (vii) breach of the RoboG Data Privacy Requirements, if applicable; or (viii) breach of this Purchase Order by Supplier or

its Affiliate(s) or Representative(s).

(B) If RoboG receives written notice of a Claim, RoboG shall give prompt written notice to Supplier. RoboG's delay or deficiency in notifying Supplier shall not relieve Supplier of liability or obligation unless such delay materially impacts the defense of the Claim. If the settlement of a Claim may result in ongoing liability to or detrimentally impacts RoboG, its Affiliates, Representatives or end users, then such settlement shall require the prior written consent of RoboG. RoboG may have its own counsel at RoboG's cost at all related proceedings.

(C) In case either Party reasonably believes the Goods/Services, or any part thereof, may be the subject of an intellectual property Claim, Supplier shall at its own expense: (a) procure RoboG, its Representatives and/or end user's right to continue using the Goods/Services; (b) replace with substantially equivalent non-infringing Goods/Services; or (c) modify the Goods/Services in compliance with Applicable Laws so it becomes non-infringing.

(D) Supplier expressly and specifically waives its immunity under applicable workers' compensation and/or industrial insurance laws regarding liability against RoboG, its Affiliates or its or their end users for Claims brought by Supplier's employees against any of them.

## **9. CONFIDENTIALITY**

(A) Both during and after the term of this Purchase Order, the Parties will treat as confidential all information in any form (including copies or restatements thereof) relating to, without limitation, the intellectual property, know-how, Items, businesses, operations, finances, pricing, forecasts, projections, analyses, systems, user identification numbers or passwords of a Party, and/or commercial, marketing, research and development, or other plans and strategies, end user and/or vendor information of a Party hereto marked "Confidential" or other similar markings ("Confidential Information"). RoboG has the right to share confidential information with its Affiliates and Representatives, RoboGs in connection with transactions involving or related to the Goods and Services provided hereunder, provided those recipients are subject to the same confidentiality obligations set forth herein.

(B) Receiving Party shall refrain from disclosing and/or using disclosing Party's Confidential Information other than to perform its obligations under the Purchase Order. Receiving Party shall be responsible for any breach of the confidentiality obligations hereunder by its Affiliates or Representative(s). These confidentiality restrictions shall not apply to information which (i) is or becomes generally known to the public, without the fault of the receiving Party; (ii) is disclosed to the receiving Party, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving Party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving Party upon the date of this Purchase Order; (iv) was independently developed by receiving Party or its representatives, as evidenced by written records, without the use of disclosing Party's confidential information; or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the Party required to disclose by law will promptly advise the disclosing Party of any requirement to make such disclosure to allow the disclosing Party the opportunity to obtain a protective order and assist the disclosing Party in so doing. An individual who is a Supplier Representative will be immune from liability for the confidential disclosure of trade secrets (i) to a governmental agency to report a suspected violation of law or (ii) to a court, if the individual complies with the Defend Trade Secrets Act, 18 U.S.C. Section 1833(b).

(C) The Parties will return or destroy Confidential Information of each other within ten (10) days of receipt of a written request, or upon expiration or termination of this Purchase Order. Disclosing Party shall be entitled to specific performance and injunctive relief (including any other remedies at law or in equity) plus reasonable attorneys' fees and court costs incurred in pursuing a breach of this Section.

## **10. REPRESENTATIONS, WARRANTIES AND COVENANTS**

In addition to warranties set forth elsewhere in this Purchase Order, Supplier for itself and on behalf of its Affiliates and Representatives hereby represents and warrants for the term of the Purchase Order

as follows:

(A) None of Supplier, its Affiliates or Representatives is the target of or designated under any sanctions program that is established by statute or regulation of the United States, by Executive Order of the President of the United States, or by designations of any department or agency of the United States government including but not limited to those designations reflected in the “list of Specially Designated Nationals and Blocked Persons” of the Office of Foreign Asset Control, U.S. Department of the Treasury;

(B) Supplier’s Representatives are legally authorized to work in the United States and Supplier shall complete as required by Applicable Law the Department of Labor’s Form I-9 and to retain it for the statutorily designated period and, if requested by RoboG, Supplier shall provide copies of such Forms I-9 to RoboG unless such disclosure shall be prohibited by Applicable Law;

(C) For Services provided at RoboG’s, its end user or third party’s premises, Supplier has examined the worksite in order to acquaint itself with the local conditions, including applicable regulations, codes, permits, licenses, registrations, environmental standards, and notification requirements concerning site safety and/or security; and

(D) Supplier has not and will not, absent prior written approval from RoboG, take any actions that: (i) create, or purport to create, any obligation on behalf of RoboG, or (ii) grant, or purport to grant, any rights or immunities to any third party under RoboG’s intellectual property or proprietary rights.

#### **11. ENVIRONMENT, HEALTH AND SAFETY.**

(A) Supplier and its Representatives shall, in addition to other obligations set forth in this Purchase Order (i) comply with Applicable Laws concerning health, the environment, safety, or pertaining to or regulating pollutants, contaminants, or hazardous, toxic or radioactive substances, materials or wastes, including without limitation the handling, transportation and disposal thereof, or governing or regulating the health and safety of personnel, including but not limited to the Occupational Safety and Health Act of 1970, the Resource Conservation and Recovery Act, and the Toxic Substance Control Act (“TSCA”), as amended (collectively referred to as “EHS Laws”) (pollutants, contaminants, substances, materials or wastes as defined under EHS Laws shall be referred to collectively as “Hazardous Materials”); (ii) ensure that Goods/Services comply at all times with EHS Laws, (iii) mitigate hazards to the environment and to the health and safety of persons, (iv) ensure the Goods/Services, and any and all parts, components, or material thereof, bear all markings, labels, warnings, notices or other information required under applicable EHS Laws, (v) select and use only equipment, including but not limited to personal protection equipment, that comports with EHS Laws, train its Representatives in the use of such equipment in a safe and lawful manner, and maintain such equipment in good working order at all times, (vi) afford RoboG and/or its Representatives access to all records pertaining to environmental, health and safety matters, in any form, pursuant to RoboG’s audit rights herein, (vii) immediately notify RoboG of any incident involving death, injury or damage to any person or property in connection with the Purchase Order, (viii) upon RoboG’s request, conduct an incident investigation or support such investigation (at Supplier’s expense) conducted by RoboG, (ix) notify RoboG, its end user and/or its or their Representatives of any solid or hazardous waste (as so defined under EHS Laws) generated in the course of Supplier or its Representative’s providing Goods/Services at a Work Site (as defined below) and (x) comply with the substance declarations and other requirements set forth in Exhibit A.

(B) Where the Purchase Order includes the presence of Supplier or its Representatives on the premises of RoboG, RoboG’s end user, or any other location other than the premises of Supplier (“Work Site”), Supplier shall: (1) be solely responsible for the safety, health, medical surveillance, industrial hygiene, training and all other matters relating to safety and health of its Representatives at the Work Site, (2) appoint a competent person as its representative for environmental, health and safety who shall take part in safety discussions with RoboG, its Representatives, end user, or the owner of the Work Site, (3) be solely responsible for the handling, use, transportation and disposal of any and all substances regulated under the EHS Laws which Supplier or its Representatives bring onto the Work Site or generate in the performance of this Purchase Order, including but not limited to excess, waste or residue, containers or any of such substances not consumed, and for any spills, releases or

discharges of such substances, strictly in accordance with EHS Laws, and (4) ensure Supplier's Representatives participate in any site-specific safety training and comply with all rules and requirements of RoboG, its end user, or such other owner of the Work Site.

(C) Prior to commencing any Services at a Work Site, Supplier shall, in accordance with EHS Laws provide and comply with a site-specific health and safety plan, Work Site requirements, and shall make the same available to RoboG or its Representatives at RoboG's request. If Supplier fails to comply with this Section, RoboG may, at its sole option and without limiting its other rights, order Supplier or its Representatives to cease Services until Supplier complies at Supplier's sole cost and expense. If Supplier is unable or refuses to take corrective action hereunder RoboG may contract with a third party or otherwise continue such Services at the Work Site and charge Supplier excess cost caused to RoboG. RoboG shall have the right, at its sole discretion, to remove Supplier or its Representatives from a Work Site for violation of this Section, EHS Laws, or requirements applicable to the Good or Services.

(D) Supplier warrants that every chemical substance or material sold, transferred or delivered under this Purchase Order, including any chemical substance that is or is contained in any Goods/Services, shall, at the time of sale, transfer or delivery, be (1) on the list of chemical substances published by the Administrator of the U.S. Environmental Protection Agency pursuant to TSCA, otherwise known as the TSCA Inventory, or (2) exempted from such list under 40 CFR 720.30- 38, and (3) able to be lawfully and safely used and transported in any jurisdiction to or through which such Goods will likely be shipped. Without limiting its other obligations, Supplier shall comply with Section 13 of TSCA, including without limitation requirements that importers certify that such substance or material is either in compliance with TSCA (positive certification) or are not subject to TSCA (negative certification) before importing a chemical substance, mixture or article containing a chemical substance or mixture into the USA.

## **12. TERMINATION.**

(A) RoboG may suspend or terminate for its convenience this Purchase Order upon written notice to Supplier and, upon receipt of notice, Supplier and its Representatives shall, in addition to complying with the requirements of such notice, immediately (i) stop production and delivery of all Goods/Services, (ii) accept no orders for Goods/Services and (iii) protect all Goods/Services under Supplier's control in which RoboG may have a full/partial interest. In the event of a suspension, Supplier shall not resume until the suspension terminates as set forth in RoboG's notice. For a terminated Purchase Order, Supplier will provide RoboG with written evidence of any costs, if any, Supplier incurred resulting from the termination for convenience within thirty (30) days from the effective date of termination. If the Parties are unable to agree on compensation for such termination, Supplier shall be paid a reasonable termination charge consisting of a percentage of the Purchase Order price reflecting the percentage of work performed prior to the notice of termination plus the actual direct costs resulting from termination, with such total amount not to exceed the Purchase Order price.

(B) Without limiting any other termination rights of the RoboG set forth in these Terms, a Party may terminate this Purchase Order for cause upon thirty (30) days prior written notice in the event the other Party hereto ("Non-Terminating Party") (i) materially breaches this Purchase Order and fails to cure the breach within this thirty (30) day period or (ii) becomes insolvent, ceases business as a going concern, becomes unable to pay its debts generally as they become due; has a petition for an order for relief under the bankruptcy/insolvency laws or for reorganization, composition, adjustment or other relief of debtors, makes an assignment for the benefit of creditors, has a receiver or liquidator appointed for such Non- Terminating Party or a court of competent jurisdiction orders the winding up or liquidation of the affairs of the Non- Terminating Party.

(C) This Purchase Order may be terminated by RoboG without penalty immediately upon written notice to Supplier if Supplier or its Representatives violate any EHS Laws or Trade Regulations.

(D) Without limiting RoboG's other rights or remedies, if RoboG terminates this Purchase Order under (B) or (C) hereof, (i) Supplier shall immediately perform its obligations in (A)(i) through (iii) hereof, (ii) RoboG may procure Goods/Services from alternative sources without obligation to Supplier, (iii)



Supplier shall pay RoboG any additional costs incurred for re-procured Goods/Services and (iv) RoboG or its Representatives may enter upon Supplier's premises during business hours to take possession of and remove RoboG Furnished Property and Goods to which title has passed to RoboG. Regardless of the reason for termination, RoboG's total liability to Supplier related to such termination shall not exceed the Purchase Order price of the Goods/Services to which such termination applies.

#### **14 . OPEN SOURCE SOFTWARE.**

Supplier shall inform RoboG no later than five (5) days following receipt of the Purchase Order, whether the Goods/Services include "Open Source Software" and identify all third-party software included in the Goods or Services. As used herein "Open Source Software" means any software that is licensed royalty-free (i.e., fees for exercising the licensed rights are prohibited, whereas fees for reimbursement of costs incurred by licensor are generally permitted) under any license terms or other contract terms ("Open License Terms") which require, as a condition of modification and/or distribution of such software and/ or any other software incorporated into, derived from or distributed with such software ("Derivative Software"), either of the following: (i) that the source code of such Software and/or any Derivative Software be made available to third parties; or (ii) that permission for creating derivative works of such Software and/or any Derivative Software be granted to third parties. If Open Source Software is included, Supplier shall deliver to RoboG, not later than the date of order confirmation, (i) a schedule of all Open Source Software files used, indicating the relevant license and including a copy of the complete text of such license; (ii) the source code of the Open Source Software; and (iii) a written declaration that RoboG's intended use of the Open Source Software will not be subject to a "Copyleft Effect" which means the Open License Terms require that certain of the Supplier's products, as well as products derived thereby, may only be distributed further in accordance with the terms of the Open License Terms. Should Supplier not inform RoboG of Open Source Software or otherwise breach this Section, it shall be a material breach and Supplier shall indemnify and defend RoboG, its Representatives and RoboG's end user(s) from all Claims arising from such breach, and RoboG shall be entitled to cancel the Purchase Order without penalty.

#### **15. EXPORT CONTROL AND TRADE REGULATIONS.**

(A) For all Goods to be delivered and Services to be provided according to this Purchase Order, Supplier shall comply with all applicable export control, customs and trade regulations ("Trade Regulations") and shall obtain all necessary export licenses, unless RoboG or any party other than Supplier is required to apply for the export licenses pursuant to the applicable Trade Regulations. At the request of RoboG, Supplier shall advise in writing, not later than three (3) days of request, the necessary information required to comply with applicable Trade Regulations; including re-export limitations in case of resale. To extent Supplier is requested to deliver Goods/Services regulated under the Arms Export Control Act or the Atomic Energy Act, Supplier shall advise RoboG in advance of order or contract acceptance. Regardless, and upon delivery, Supplier shall provide RoboG for each Good and Service delivered the following trade data as applicable: (i) "Export Control Classification Number" according to the U.S. Commerce Control List (ECCN) or the Munitions List Category Designation according to the US International Traffic in Arms Regulations, and all other export control list numbers;(ii) the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; (iii) the country of origin (non-preferential origin); and (iv) Supplier's declaration for preferential origin (in case of European suppliers) or preferential certificates (upon request of RoboG), Supplier's declaration for non- preferential origin (in case of European suppliers), or preferential certificates (for non-European suppliers) such as NAFTA certificates of origin. Supplier shall be liable for any expenses and/or damage incurred by RoboG due to any reach of its obligations under this Section. In the event Supplier has knowledge of any alterations to origin and/or characteristics of the Goods/Services and/or to the applicable Trade Regulations, it shall notify the RoboG not later than three (3) days upon discovery. Supplier shall be liable for any expenses and/or damages incurred by RoboG due to the lack of or inaccuracy of said export control and foreign trade data. RoboG shall not be obligated to fulfill this agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

(B) Supplier and its Representatives (including but not limited to distributors, re-Suppliers, and freight forwarders) shall ensure that Goods meeting the definition of “Hazardous Materials”, “hazardous goods”, “dangerous goods” or “hazardous chemical substances” under Applicable Laws are packaged, labeled, stored, used, handled and transported as required by such laws.

**16. C-TPAT AND SECURITY IN THE SUPPLY CHAIN.**

Supplier, its Affiliates and Representatives, when providing Goods/Services to the RoboG internationally, shall support the efforts of the RoboG regarding security in the supply chain, as directed by the World Customs Organization SAFE Framework of Standards, US Customs & Border Protection C-TPAT standards or any other applicable customs trade security programs (e.g. AEO). Upon request, Supplier agrees to provide RoboG’s declaration on security in the supply chain or other documentation recognizing Supplier’s participation in a national customs supply chain security program. The Supplier agrees to allow RoboG or a Representative to reasonably verify adherence to the declaration’s statements including to on-site inspections. If RoboG has identified that Supplier has not fulfilled obligations set forth in this Section, the Parties shall mutually agree on a remediation plan. If Supplier fails to comply with a mutually agreed remediation plan, the RoboG may terminate this Purchase Order without liability. Supplier, its Affiliates and Representatives shall, if applicable, comply with United States Importer Security Filing (ISF) requirements, also known as 10+2, which requires Supplier to submit specific information for all its ocean shipments destined for US ports pursuant to US Customs Border Protection (CBP) regulations. If Supplier, its Affiliates or Representatives fail to provide complete and accurate information to the ISF filing agent identified by RoboG pursuant to CBP regulations, such failure may result in delays, detention of the cargo or of the ocean vessel, or liquidated damages charged by US Customs Border Protection.

**17. ROBOG CODE OF CONDUCT.**

Supplier shall comply with the principles and requirements of the “Code of Conduct for RoboG Suppliers and Third Party Intermediaries” attached hereto as Exhibit B (hereinafter the “Code of Conduct”). If and as requested by RoboG, Supplier shall not more than once a year (at its option) provide to RoboG either (A) a written self-assessment in the form provided by RoboG or (B) a written report approved by RoboG describing the actions taken or to be taken by Supplier to assure compliance with the Code of Conduct. In addition to any other rights and remedies RoboG may have, in the event of (i) Supplier’s material or repeated failure to comply with the Code of Conduct or (ii) Supplier’s denial of RoboG’s right of inspection as provided for in the Purchase Order, after providing Supplier reasonable notice and a reasonable opportunity to remedy, RoboG may terminate this Purchase Order without any liability whatsoever. Material failures include, but are not limited to, incidents of child labor, corruption and bribery, and failure to comply with environmental protection requirements. The notice and remedy provisions herein shall not apply to material failures set forth in the preceding sentence.

**18. FORCE MAJEURE.**

A Party shall notify the other Party hereto in writing within twenty-four (24) hours of the knowledge of and/or occurrence of a Force Majeure event and neither Party shall be considered to be in default of this Purchase Order if and to the extent that its failure or delay in performance is actually caused by Force Majeure. “Force Majeure” means acts of God or nature, acts of civil or military authority, fires, floods, epidemic, war, or like occurrences that are beyond the control and without the fault of either Party. Strikes or other labor troubles involving a Party or its Representatives shall not constitute Force Majeure. A Party shall use commercially reasonable efforts to mitigate the effect of such Force Majeure and relief granted to the Party experiencing Force Majeure shall be limited to an extension of the time of performance. If Supplier experiences a Force Majeure Event for more than ninety (90) days, RoboG shall have the right to terminate the Purchase Order and is entitled to a refund of all monies paid to Supplier subject to costs approved in advance by RoboG in writing.

**19. COMPLIANCE WITH LAWS.**

The Parties and their Representatives shall comply with all applicable laws and regulations, including but not limited to Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and regulations

and orders of the United States Department of Labor issued under Section 14 thereof (collectively the “FLSA”), as well as all other laws relating to those relating to the manufacture, purchase, resale, exportation, transfer, assignment or use of the Goods and/or Services (“Applicable Laws”). In addition, Supplier shall obtain all required licenses, permits, authorizations, registrations or approvals required with respect to the provision of Goods and/or performance of Services hereunder.

## **20. GENERAL**

(A) Software Maintenance/Support. If Supplier provides software maintenance or support service, such service shall be the subject of an Exhibit.

(B) Audit. RoboG, its Affiliate(s) or Representative(s) may conduct audit(s) of Supplier. Supplier and its Representatives shall maintain accurate and complete records (“Records”) which are reasonably sufficient to determine Supplier’s compliance with the Purchase Order. Such Records shall be kept in accordance with recognized commercial accounting practices and, except where a longer retention period may be provided in this Purchase Order, shall be retained by Supplier for a minimum of seven (7) years after the later of the (i) last delivery of Goods/Services or (ii) expiration of the Term of this Purchase Order. Such audits shall be conducted with reasonable prior notice to Supplier. In connection with such audit(s), Supplier shall reasonably make available, during normal business hours, personnel familiar with the Records.

(C) Cybersecurity and Data Privacy Requirements. Supplier and its Representatives shall comply with the (i) RoboG Cybersecurity Requirements (“Cybersecurity Requirements”) set forth in Exhibit C and (ii) RoboG Data Privacy Requirements (“Data Privacy Requirements”) set forth in Exhibit D in the event Supplier handles Personal Information (as defined in Exhibit D) of RoboG and/or its parent, subsidiaries, affiliates, RoboGs or Representatives in connection with this Purchase Order. In addition to the Audit rights in Section 20(B), RoboG, its Affiliate or Representative(s) may conduct audit(s) of Supplier, its Affiliates’ and Representatives’ compliance with the RoboG Code of Conduct and/or the Data Privacy Requirements on no less than forty-eight (48) hours prior notice to Supplier. This right shall apply to Supplier’s facilities and Supplier’s third-party data centers and vendors. Supplier’s failure to comply with and/or remediate any such noncompliance with the Cyber security Requirements and/or Data Privacy Requirements shall be a material breach of this Purchase Order and, in addition to other remedies, RoboG shall be permitted to immediately terminate this Purchase Order without penalty.

(D) Insurance and Expenses. Supplier and its Representatives shall comply with the insurance requirements set forth in Exhibit E attached hereto. Neither Supplier nor its Representatives shall incur any expense unless it has been authorized in advance by RoboG.

(E) Assignment; Successors. Neither Party may assign all or part of this Purchase Order, or any rights or obligations hereunder, without the prior written consent of the other Party; but either Party may assign its rights and obligations, without recourse or consent, to any Affiliate or Affiliate’s successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a Party’s assets). However, Supplier shall not assign this Purchase Order to (i) a competitor of RoboG; (ii) an entity in litigation with RoboG or its Affiliates; or (iii) an entity lacking the capability to satisfy Supplier’s obligations.

(F) Subcontracting. Supplier shall be solely responsible for the proper selection, supervision, acts and omissions of its Affiliates and Representatives.

(G) Other Terms and Amendments. The terms and conditions contained in any sales order, acknowledgment, invoice, website, letter, writing, software or file (such as “clickwrap”, “shrinkwrap”, or website terms of use), or other document or medium shall not be applicable or amend this Purchase Order nor bind the Parties hereto or their Affiliates or Representatives. This Purchase Order, including these Terms, may only be amended by a change order or amendment pursuant to Section 1B.

(H) Government Contracts. When the Goods/Services are to be used in the performance of a contract or subcontract with a governmental authority, applicable government contract requirements attached to this Purchase Order shall apply and are incorporated herein by reference.

(I) Set-Off. RoboG shall have the right to set-off and deduct from Supplier’s invoice(s) related to

this Purchase Order any amount(s) owed by Supplier to RoboG.

(J) Relationship of the Parties. Supplier, its Affiliates and Representatives are independent contractors of RoboG and nothing herein shall be construed as creating any other relationship.

(K) Governing Law/Jurisdiction. All matters arising out of or in connection with this Purchase Order, including the construction and interpretation thereof, shall be governed by the federal laws, rules, regulations and executive orders of the United States and the laws of the State of New York without regard to conflicts of laws principles. The Parties exclude the application of the United Nations Convention on Contracts for the International Sale of Goods if otherwise applicable. Each Party agrees that claims and disputes arising out of this Purchase Order must be decided exclusively in a federal or state court of competent jurisdiction located in a state in which either Party maintains its principal place of business. Each Party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes. EACH PARTY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS PURCHASE ORDER.

(L) Publicity. No Party hereto shall refer to or use, or permit any persons to refer to or use, any other Party's name, trademarks, service marks or logos in any advertising, promotional materials, press releases or other publicity without obtaining the prior written consent of the applicable Party.

(M) Non-Exclusive Remedies and Non-Waivers. Failure of any Party to enforce its rights under this Purchase Order shall not constitute a waiver of such rights or of any other right under this Purchase Order or Applicable Law. The rights and remedies of the Parties herein shall not be exclusive and are in addition to any other rights and remedies provided by Applicable Law or in equity.

(N) Severability. If any provision of this Purchase Order is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intent.

(O) Survival. The Confidentiality, Indemnification, Warranty, Intellectual Property, Title and Risk of Loss, Termination, Export Control and Trade Regulations, General Provisions and any provision, which contemplates performance or observance subsequent to termination or expiration shall survive termination or expiration of this Purchase Order.

(P) Affirmative Action. Supplier shall comply with RoboG's requirements as promulgated by the U.S. Department of Labor, Office of Federal Contract Compliance Programs set forth in Exhibit F.

(Q) Order of Precedence. In the event of a conflict, ambiguity or inconsistency, the following order of precedence of the documents relating to the Purchase Order shall apply: (a) if the Purchase Order is issued under a written purchase agreement which has been negotiated between the Parties to govern the Purchase Order (a "Master Agreement"), then the terms of the Master Agreement (including the order of precedence set forth in that Master Agreement); (b) if there is no Master Agreement, then (i) an amendment or change order issued by RoboG in accordance with this Purchase Order, (ii) the Purchase Order form, (iii) the applicable Exhibits to the Purchase Order, and (iv) these Terms.

(R) Complete Agreement and Counterparts. This Purchase Order shall constitute the entire agreement between RoboG and Supplier and shall supersede all previous communications, representations, agreements or understandings, whether oral or written, with respect to the subject matter hereof. The headings used in this Purchase Order are for reference and shall not limit or affect the meaning or interpretation of any of the terms hereof. This Purchase Order may be executed in one or more counterparts, and when delivered and executed by both Supplier and RoboG shall constitute a single binding agreement.