



CLASSIFICATION: CONFIDENTIAL

TERMS & CONDITIONS OF PURCHASE

ROBIN RADAR SYSTEMS B.V.



1. ACCEPTANCE

- 1.1. In these Terms and Conditions of Purchase “**RRS**” shall refer to Robin Radar Systems B.V., a private company with limited liability organized and existing under the laws of the Netherlands, with its registered office at Energieweg 1, 2627 AP Delft, the Netherlands, and “**Supplier**” shall mean the person or legal entity selling goods or services to RRS. RRS and Supplier are hereinafter referred to collectively as “**Parties**” and individually as “**Party**”.
- 1.2. An RRS Purchase Order, including these Terms and Conditions of Purchase, is RRS’ offer to Supplier. Upon acceptance by Supplier, either by acknowledgement, shipment of goods, by delivery of any items ordered, commencement of services, or otherwise, the RRS’ Purchase Order, including these Terms and Conditions of Purchase, shall be the binding contract (“**Agreement**”) between the Parties. In case an Affiliate is involved, a reference to RRS or Supplier under the Agreement shall in such cases also mean to include respective Affiliate(s). In case of any ambiguity or inconsistency between these Terms and Conditions of Purchase and the Purchase Order, the Purchase Order will take precedence.
- 1.3. “**Product(s)**” means the product(s) (including tangible and intangible components such as but not limited to software, spare parts and any documentation accompanying them) and services supplied to RRS by Supplier.
- 1.4. “**Affiliate**” means with respect to RRS, any corporation, company, or other legal entity in which RRS owns or controls, directly or indirectly, more than 50% (fifty percent) of the shares entitled to vote for the election of directors or other persons performing similar functions; and with respect to Supplier, any corporation, company, or other legal entity in which the ultimate parent company of Supplier owns or controls, directly or indirectly, more than 50% (fifty percent) of the shares entitled to vote for the election of directors or other persons performing similar functions, but any such legal entity shall be considered to be an Affiliate of a party only for so long as such ownership or control exist.
- 1.5. “**Purchase Order**” means a written or electronic document issued by RRS to Supplier that contains a valid order to buy Products, and that typically includes technical and functional specifications, type information, quantities, and agreed prices.
- 1.6. Parties represent and warrant that they have all necessary authority to bind their Affiliates with respect to the Agreement.
- 1.7. No conditions (including any standard, general or pre-printed terms and conditions of purchasing or terms and conditions of sale, regardless of how it is made available or referred to) other than these Terms and Conditions of Purchase shall apply to the purchase and sale of Products, unless otherwise explicitly agreed in writing.

2. SHIPMENT AND DELIVERY

- 2.1. Supplier will only supply and deliver Products to RRS in accordance with the Agreement.
- 2.2. Supplier will deliver the Products at the agreed scheduled delivery date as set forth in the Purchase Order or as otherwise agreed to by RRS (“**Delivery Date**”). Supplier will make no deliveries before the agreed Delivery Dates. Supplier will use its best efforts to accommodate any reasonable request by RRS to reschedule Delivery Dates, or to amend other delivery terms already agreed.





- 2.3. Supplier will pack, mark (including affixing 1) the Purchase Order number, and 2) the quantity of the Product content to the boxes) and ship the Products in such manner as to prevent damage during transport and which facilitates efficient and safe unloading, handling and storage.
- 2.4. Supplier will include a copy of the packing slip with each delivery or shipment to RRS, and this packing slip will at least contain the following information: a reference to the Purchase Order number and PO-Line number, the Supplier or manufacturer item number(s), the Product description(s), the HS-code(s), the number of containers, size(s), weight(s) and quantity.
- 2.5. Supplier will further include such additional information as is necessary to ensure correct payment, accountability, and traceability to a particular invoice.
- 2.6. Delivery of Products will be under Incoterms, DDP (Delivered Duty Paid) for domestic delivery and DAP (Delivered At Place) for cross boundary delivery, at the address listed in the Purchase Order. Risk and title to the Products (free and clear of any encumbrances) will pass to RRS on delivery, unless expressly otherwise agreed in writing by RRS.
- 2.7. In addition to the customary information provided, Supplier shall upon request of RRS provide without delay information in writing concerning the status of the Purchase Order, shipments due and payments and such other items relating to the business flow between Supplier and RRS.
- 2.8. In the event Supplier for any reason anticipates any difficulty in complying with a Delivery Date, Supplier will immediately notify RRS in writing.
- 2.9. Except in the case of a notified excusable delay, should Supplier fail to deliver Products on a Delivery Date, RRS may require Supplier to pay to RRS by way of liquidated damages an amount equal to one percent (1%) of the order line value of the delayed Products as specified in the Purchase Order per week of delay or part thereof, with an aggregated maximum of five percent (5%) the total value of the Purchase Order.

3. **RIGHTS IN SOFTWARE, DOCUMENTATION AND INTELLECTUAL PROPERTY**

- 3.1. **“Software”** means computer programs in any form (together with associated documentation, enhancements, updates and upgrades) licensed, made available or delivered by Supplier or on behalf of Supplier for use with Products, including any firmware embedded in the Products.
- 3.2. Supplier, on behalf of itself and its Affiliates, grants RRS a worldwide, non-exclusive, fully paid-up and royalty-free license to use internally and to distribute Software in machine-readable form, only in combination with or as part of the Product for which the Software has been provided. Unless otherwise provided in a separate license agreement between Supplier and RRS, the terms of this Article 3 will apply to Software.
- 3.3. Supplier, on behalf of itself and its Affiliates, grants RRS a non-exclusive license to use, copy, and distribute the Product(s) and Software as integrated in or combined with products distributed or sold by or on behalf of RRS and its Affiliates.



- 3.4. To the extent that firmware is embedded in a Product, the sale and resale of the Product will not constitute the transfer of ownership rights or title in the firmware, but will be deemed to mean a license from Supplier and its Affiliates to use the firmware with the Product.
- 3.5. To the extent that third party software included in or supplied with the Software is subject to license terms that deviate from those provided for in this Article 3, Supplier shall inform RRS thereof prior to the issuance of the Purchase Order and Supplier shall only make any such delivery upon RRS' written consent.

4. PRICE, INVOICING AND PAYMENT TERMS

- 4.1. Supplier's invoice may first be issued upon delivery of the Products in accordance with the Delivery Date.
- 4.2. Unless otherwise agreed in writing, Supplier's credit terms for RRS, are sixty (60) days from the date on which the Products were invoiced.
- 4.3. All prices are gross amounts in EURO (€) but exclusive of any value added tax (VAT), sales tax, consumption tax or any other similar tax only. If the transactions as described in the Agreement are subject to any applicable VAT or any other similar tax, Supplier will be allowed to charge such tax to RRS, provided that this properly identified on the invoice.
- 4.4. Except if otherwise agreed in writing, Supplier shall invoice RRS upon each delivery of Products. Each invoice shall state: the name and address of the company that issued the Purchase Order, the Purchase Order number, the Products to which it relates and their quantity, separate from the Product price, (i) any priorly in writing approved out-of-pocket expenses, and (ii) the value added tax (VAT), the price and the total amount due, Supplier's VAT number, Supplier's bank account number, sort code and invoice address, and the invoice number and a date (of the invoice).

5. SUBCONTRACTING

- 5.1. Supplier will not subcontract any of its rights or obligations pursuant to the Agreement to any third party without the prior written approval of RRS. Supplier will remain fully liable for the proper performance of its subcontracted obligations under the Agreement.

6. TERMINATION

- 6.1. If Supplier fails to comply with any obligations of the Agreement, Supplier will be in default without further notice being required. In the event of a default caused by a material breach of the Agreement, or in the event insolvency or bankruptcy proceedings are instituted against Supplier, Supplier is liquidated or dissolved, any attachment is made over the assets over Supplier or on its behalf, Supplier makes an unauthorized assignment for the benefit of creditors, or any other person or entity than the person or entity having control over Supplier during the Agreement acquires control over Supplier, RRS will be entitled to forthwith rescind or terminate the Agreement, in whole or in part, without prejudice to any other rights or remedies available to RRS.
- 6.2. Notwithstanding RRS' right to terminate the Agreement in accordance with Article 6.1, RRS may (partially) terminate the Agreement at any time for its convenience upon written notice to Supplier. In such case RRS will pay to Supplier the actual





costs incurred up to a maximum of the total cost of the (partially) terminated Agreement as sufficiently demonstrated by Supplier. RRS will have no further liability for termination in accordance with this Article 6.2.

- 6.3. All provisions of the Agreement destined to survive the termination or expiration thereof shall survive such termination or expiration.

7. **QUALITY & TESTING**

- 7.1. Delivered Products may be checked by or for RRS for compliance with the specification, as well as for type approval or qualification.
- 7.2. Supplier will ensure that all Products are inspected and tested for conformity with the specification. Supplier will keep record of the test results at least ten (10) years after delivery of each Product and on request provide RRS with copies thereof.
- 7.3. Supplier will only supply Products which comply with the specification and will maintain the quality of Products continuously implementing strict quality control procedures. Supplier warrants that such procedures are no less stringent than the quality (control) procedures established in the relevant ISO 9000 family standards and preferably in the relevant AS9100, IATF 16949, or ISO 13485 standards.

8. **WARRANTY**

- 8.1. Supplier expressly warrants and represents to RRS that all Products to be supplied to RRS will be new and, for the period of twenty-four (24) months from delivery to RRS, be of good quality, design, materials, construction and workmanship, and that all Products consistently comply with the specification and with the requirements under the Agreement.
- 8.2. Supplier guarantees full traceability of Products, including serial numbers, production dates and origin, to meet all RRS or legal requirements.
- 8.3. In the case of non-compliance with Article 8.1, RRS may reject the Products which do not comply with the provisions of Article 8.1 (hereinafter referred to as Products having a **"Defect"** or **"Defective Products"**) by written notice to Supplier. In the event of such rejection or if RRS detects any Products having a Defect after acceptance thereof, RRS, at its sole option, will be entitled to a full refund of the purchase price of the Defective Products, or may require Supplier to remedy promptly the non-conformance or to replace the Defective Products at no additional cost to RRS.

9. **CONFIDENTIAL INFORMATION**

- 9.1. **"RRS Confidential Information"** means information relating to the research, development, products, methods of manufacture, technology, trade secrets, business plans, customers, finances, and personal data related to the business or affairs of RRS. The terms and existence of the Agreement and everything supplied in connection with it by RRS shall be deemed RRS Confidential Information. RRS Confidential Information does not include any information (i) which Supplier possessed or knew before RRS disclosed it to Supplier without use or disclosure restrictions; (ii) which Supplier developed independently, as evidenced by appropriate documentation without use or reference to any RRS Confidential Information; or (iii) which has become publicly known through no wrongful act or omission of Supplier; (iv) is lawfully furnished to Supplier by a third party, after the





time of receipt from RRS, without use or disclosure restrictions; and (v) is explicitly approved for release by written authorization of RRS.

- 9.2. Supplier agrees not to disclose any RRS Confidential Information and to take all reasonable precautions to prevent its unauthorized dissemination, both during the performance and after the completion or termination of the Agreement. Without limiting the scope of this duty, Supplier agrees to limit its internal distribution of RRS Confidential Information to its employees and agents on a need-to-know basis. Supplier agrees not to use any RRS Confidential Information for its own benefit or for the benefit of anyone other than RRS. Supplier agrees not to reverse engineer, decompile or disassemble RRS Confidential Information or derive or attempt to derive the source code, algorithmic nature or structure of any object code portions of RRS Confidential Information except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. Without limiting the scope of this duty, Supplier agrees not to design or manufacture any products which incorporate RRS Confidential Information. A disclosure by Supplier pursuant to the order or requirement of a court, administrative agency or other governmental body shall not be considered a breach of this provision, provided that Supplier promptly after learning of such order or requirement shall (unless prohibited by law) notifies RRS thereof to give RRS the opportunity to contest disclosure or to seek any available legal remedies.
- 9.3. All RRS Confidential Information and all copies thereof, remains the property of RRS and is provided "as is". No license or other rights in the RRS Confidential Information is granted or conferred hereby, expressed or implied.
- 9.4. Supplier will not use or expose any data or information (including RRS Confidential Information) pertaining to and including these Terms and Conditions of Purchase, the Purchase Order, and/or the Agreement, to devices or tools that make use of artificial intelligence ("**AI Tools**"), without RRS' prior written approval. RRS may choose to (conditionally) whitelist certain AI Tools for efficiency purposes.
- 9.5. Upon completion or termination of the Agreement, Supplier agrees to (at RRS' sole option) destroy or return to RRS, all RRS Confidential Information, including but not limited to all computer programs, documentation, notes, plans, drawings and copies thereof and to provide certification of such destruction within thirty (30) days after termination or expiration of the Agreement.

10. LIABILITY

- 10.1. Parties will be liable vis-à-vis each other in accordance with the applicable law.
- 10.2. Supplier will sufficiently insure itself and keep itself insured against liability as provided under the Agreement.

11. IP INDEMNIFICATION

- 11.1. Supplier represents and warrants that all Products supplied under the Agreement do not and shall not infringe any third-party patent, copyright, trade secret, trademark, trade name, or other proprietary right. Supplier, at its expense, will: (a) defend against a claim in a legal proceeding brought by a third party against RRS that any Product as furnished by Supplier under the Agreement infringes the claimant's intellectual property right(s) and proprietary right(s), including trade secrets, ("IPR"); and (b) hold RRS harmless against damages and costs awarded by final judgment in the legal proceeding (or agreed upon in a settlement to which





Supplier consents) to the extent attributable to infringement by the Product of the asserted IPR.

11.2. Supplier will have no obligation or liability to RRS under this Article 11: (1) if Supplier is not: (i) promptly notified in writing of the claim, (ii) given the sole right to control the defense and settlement of the claim, including the selection of counsel, and (iii) given full reasonable assistance and cooperation by RRS in the defense and settlement; (2) to the extent that any claim arises from: (i) modification of the Product, (ii) design, specifications or instructions furnished by RRS, or (iii) the combination or use of the Product with any product, software, service or technology; (3) for unauthorized use or distribution of the Product or use beyond the specifications of the Product; (4) for any costs or expenses incurred by RRS without Supplier's prior written consent including any settlement or legal costs; (5) for infringement of any third party's IPR with respect to which Supplier has informed RRS in writing, prior to RRS' submission of the Purchase Order in accordance with Article 1.2, that a separate license has to be obtained or that no license is granted or implied.

11.3. This Article 11 will survive the expiration or termination of the Agreement.

12. COMPLIANCE WITH LAWS

12.1. Supplier further represents and warrants that it will comply and the Products will be in compliance with all applicable rules, regulations and laws regarding the manufacture and sale of the Products, including but not limited to such matters as data protection, environmental, export control, health and safety, and anti-bribery and corruption laws and regulations. If requested, Supplier will assist RRS and its customers, if applicable, by providing evidence of its compliance or such information necessary to assist RRS and its customers to comply with same.

13. CUSTOMS AND EXPORT CONTROL

13.1. Supplier will comply with all customs laws and regulations applicable to the Products and will provide all information required to ensure that RRS will comply with such laws and regulations. To this end, Supplier will communicate at least all relevant HS/Tariff codes to RRS prior to issuance of the Purchase Order.

13.2. Supplier will obtain all international and national export licenses or similar permits required to comply with export control laws and regulations. Violation of export control rules by Supplier gives RRS the right to terminate the Agreement.

13.3. Supplier will inform RRS whether or not the Products are EU/US controlled and/or controlled under the export control laws of its country, and indicate the Export Control Classification Number (ECCN) when applicable.

14. APPLICABLE LAW AND JURISDICTION

14.1. These Terms and Conditions of Purchase, the Purchase Order, and the Agreement shall be governed by the laws of The Netherlands. The UN Convention on Contracts for the International Sale of Goods shall not apply to the Agreement.

14.2. All disputes arising out of or in connection with these Terms and Conditions of Purchase, the Purchase Order, or the Agreement will first be attempted to be settled by Supplier and RRS through consultation and negotiation in good faith and a spirit of mutual cooperation. All disputes that are not settled within thirty (30) days after



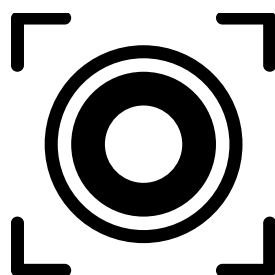


they have arisen may be submitted to the courts of The Hague, The Netherlands, provided that RRS will always be permitted to bring any action or proceedings against Supplier in any court of competent jurisdiction.

15. MISCELLANEOUS

- 15.1. Parties acknowledge that the relationship created hereby is that of independent contractors. No joint venture or partnership is established by the Agreement. Neither Party is the agent, partner, employee or legal representative at the other for any purpose.
- 15.2. Supplier acknowledges and agrees that RRS screens all of its suppliers in accordance with the RRS Privacy and Cookie Statement as made available through the RRS website (www.robinradar.com).
- 15.3. Supplier will not in any way use or apply RRS' name, trademark, or any mark resembling them in advertisements, sales promotion, publicity or publications, nor in any other way, nor advertise or publish the fact that Supplier does business with RRS, unless with its prior written consent. Such consent may be requested at the RRS Marketing Department (marketing@robinradar.com).
- 15.4. The Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns and legal representatives. Neither Party will, during the term of the Agreement, have the right to assign or otherwise transfer its rights or obligations under the Agreement except with the prior written consent of the other Party. However, RRS may assign the Agreement to any of its Affiliates without notice to or consent of Supplier. Notwithstanding the foregoing, a successor in interest by merger, operation of law, assignment, or otherwise of the entire business of RRS, will acquire all interest hereunder without the necessity of obtaining prior written consent.





GET IN CONTACT



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