

Terms and Conditions of Sale

IMPORTANT: READ CAREFULLY. BY PURCHASING A REAL-TIME ROBOTICS PRODUCT, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. THIS AGREEMENT IS SUBJECT TO CHANGE WITHOUT NOTICE, FROM TIME TO TIME, IN THE SOLE DISCRETION OF REAL-TIME ROBOTICS.

1. Agreement

These terms ("Agreement") govern the sale of Real-time Robotics branded goods ("Product") between Real-time Robotics and the buyer ("Buyer"). This document acknowledges receipt of the Buyer's order by Real-time Robotics and confirms the sale of Product evidenced by the invoice as expressly conditioned on the Buyer's acceptance of the terms and conditions set forth herein.

2. Prices

All published prices are subject to change without notice. Written quotations shall expire thirty (30) calendar days from the date of quotation unless withdrawn in writing sooner. Verbal quotations are provided for budgetary guidance only. Unless otherwise specifically stated, prices are in U.S. Dollars.

3. Terms of Payment

3.1 Method of Payment

Payment may be made by wire transfer or by credit card (Visa, Mastercard, American Express, or Discover) with valid credit card authorization. All orders are payable in U.S. Dollars.

3.2 Standard Payment Terms

All orders must be paid in full prior to shipment via wire transfer or credit card. Real-time Robotics reserves the right to refuse any order, even after accepting payment or partial payment. Real-time Robotics will credit or refund any such payment made by the Buyer if Real-time Robotics rejects the order. Once the Buyer has been notified that a Product is allocated, the Buyer must have sufficient funds or remit payment in full within five (5) business days, or the order will be canceled. All canceled orders must be re-ordered, and order positions will be based on the re-order date.

3.3 Deposits

For orders requiring a deposit, the Buyer must make a deposit equal to the amount specified by Real-time Robotics at the time of order. Reservation numbers and delivery estimates are provided in the sole discretion of Real-time Robotics. Deposit payments may be remitted via

wire transfer or credit card. Real-time Robotics reserves the right to reject any order and will credit or refund any payments if Real-time Robotics rejects the order.

3.4 Balance Payments

The Buyer must pay the full remaining balance of the invoice before the order will be processed for shipment. Full balance payment must be made within five (5) business days of order confirmation, or the order will be canceled and the Product allocated to the order will be released back to open inventory and may be unavailable thereafter. Balance payments may be remitted via wire transfer or credit card. The Buyer authorizes Real-time Robotics to charge the same credit card used for the initial deposit, or the credit card on file, for the remaining balance payment without additional confirmation from the Buyer.

3.5 Leasing

At this time, Real-time Robotics does not offer leasing options for its Products. Real-time Robotics does not affiliate, authorize, or support any entities offering leasing options for Real-time Robotics Products. Real-time Robotics assumes no liability for services or Products offered by unauthorized third-party entities offering Real-time Robotics Products or services.

4. Delivery and Acceptance

Unless otherwise provided by Real-time Robotics in writing, all Product shipments to U.S. customers shall be made Free on Board to Destination (FOB-Destination) from the Real-time Robotics shipping facility in California, United States. All Product shipments to non-U.S. customers shall be made FOB-Destination from the applicable Real-time Robotics shipping facility, as identified on the Buyer's invoice. The Buyer shall be the importer of record for all purchased Products, where applicable. Licensing requirements for importation to non-U.S. countries are the sole obligation of the Buyer.

In the absence of specific shipping instructions from the Buyer, Real-time Robotics will ship by the method it deems, in its sole discretion, most advantageous. Transportation charges will be collected prior to shipment as applicable. Products will be shipped in standard commercial packaging unless otherwise specified. If Real-time Robotics can accommodate special packaging or export instructions requested by the Buyer, any additional costs will be the responsibility of the Buyer. Real-time Robotics reserves the right to reject certain shipping or packing methods.

Once the Buyer takes possession of the Product, the Buyer is responsible for any and all efforts to export the Product from the country of shipment. If Real-time Robotics is not directly exporting the goods (shipping to an address outside the country of origin), no export paperwork is generated or available. Real-time Robotics is unable to assist or facilitate transport of goods once initial delivery is accomplished.

Real-time Robotics shall use reasonable efforts to notify the Buyer of any anticipated delays in delivery. Real-time Robotics will not be liable for any loss, damages, or penalty resulting from delay in delivery.

Acceptance of the Product by the Buyer shall occur no later than fourteen (14) days after receipt of the Product. Product not rejected during this fourteen-day period shall be deemed accepted, and all returns shall be handled in accordance with Section 7 (Returns). Product cannot be rejected by the Buyer based on criteria that were unknown to Real-time Robotics or based on test procedures that Real-time Robotics does not conduct.

5. Restrictions on Use

The Buyer will not cause or permit the modification or reverse engineering of software, electronics, or sealed components of Real-time Robotics Products without express written consent from Real-time Robotics. The Buyer will not develop or use non-approved products or software that plug into or directly affect the function or performance of Real-time Robotics Products without express written consent from Real-time Robotics.

The Buyer will not cause or permit any reverse engineering of Real-time Robotics Products. The Buyer will not provide repair services for Real-time Robotics Products without express written consent from Real-time Robotics. The Buyer will not use Real-time Robotics trademarks, including as part of a domain or company name or in keywords or online search optimizations, without express written consent from Real-time Robotics.

6. Warranty

The warranty terms applicable to Real-time Robotics Products are set forth in the separate Real-time Robotics Limited Warranty, which is incorporated herein by reference and available at the Real-time Robotics website.

7. Returns

The Buyer must obtain a Return Authorization ("RA") prior to the return of any Product. Product, except batteries, may only be returned for refund within fourteen (14) days of original delivery by Real-time Robotics at the shipped address specified by the Buyer, provided the Product is in as-new condition and passes Real-time Robotics quality control.

7.1 Factory Seal

If the factory seal on the Product has been broken, a return will not be accepted unless Real-time Robotics gives specific approval for such a return after evaluation, in which case the returned Product is subject to a twenty-five percent (25%) restocking fee. All equipment must be shipped in as-new condition and in the original shipping materials. Refunds are subject to an evaluation of the merchandise upon receipt at Real-time Robotics, in addition to other tests to ascertain the condition of returned goods. A refund, less the restocking fee where applicable, will be provided within thirty (30) days of completion of evaluation of goods at Real-time Robotics.

7.2 Batteries

Batteries are excluded from the return-for-refund policy.

7.3 Shipping

The Buyer is responsible for shipping costs to return Product to Real-time Robotics. The shipping costs must be prepaid, and the Product should be shipped in its original container, or an equivalent, properly packed to withstand the hazards of shipment and fully insured.

7.4 Timing

The Buyer has ten (10) days from the date the RA is issued to deliver the Product to Real-time Robotics. Any Product not delivered within ten (10) days after the RA was issued will not be considered eligible as a return for credit, and Real-time Robotics will return Product to the Buyer at the Buyer's expense.

7.5 Dangerous Goods Requirements

The Buyer acknowledges that the Buyer has been advised of the Dangerous Goods shipping requirements relating to lithium-ion batteries. If the Buyer's return includes a lithium-ion battery, the Buyer agrees to have the battery shipped by a certified shipper of Dangerous Goods. The Buyer further agrees not to attempt to ship any lithium-ion battery that has been physically damaged. The Buyer agrees to indemnify and hold Real-time Robotics and its employees harmless from any and all liability arising from the Buyer's failure to comply with this provision.

7.6 Non-Refundable Returns

Return and refund service will not be provided where:

- The request is made beyond fourteen (14) calendar days of receipt of the Product.
- The returned Product does not include all original accessories, attachments, or packaging, or any item is not in as-new condition.
- A legal proof of purchase, receipt, or invoice is not provided or is reasonably believed to have been forged or tampered with.
- Any fault or damage of the Product is caused by unauthorized use or modification of the Product, including exposure to moisture, entry of foreign bodies, or improper installation or operation.
- Product labels, serial numbers, or waterproof marks show signs of tampering or alteration.
- Damage is caused to the Product by uncontrollable external factors, including fire, flood, high winds, or lightning strikes.
- The Product is not delivered to Real-time Robotics within ten (10) calendar days after Return Authorization confirmation is sent from Real-time Robotics.

8. Export and Re-Export Restrictions

The Buyer agrees to comply with all export and re-export restrictions and regulations of the United States Department of Commerce and any other United States or foreign agencies and

authorities in connection with the Buyer's use of Real-time Robotics Products and services. The Buyer agrees not to violate any local, state, federal, or foreign laws. The Buyer agrees not to transfer or authorize the transfer of any materials to a prohibited country in violation of any laws.

In particular, but without limitation, the materials may not, in violation of any laws, be exported or re-exported (a) into any U.S. embargoed countries, or (b) to anyone on the U.S. Treasury Department's List of Specially Designated Nationals, the U.S. Commerce Department's Table of Denial Orders, the U.S. Department of Commerce Entity List of Proliferation Concern, or the U.S. State Department Debarred Parties List. By using any materials subject to any such restrictions and regulations, the Buyer represents and warrants that the Buyer is not located in, under the control of, or a national or resident of any such country or on any such list.

9. Limitation of Liability

IN NO EVENT SHALL REAL-TIME ROBOTICS OR ITS LICENSORS BE LIABLE TO THE BUYER FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, INCIDENTAL, OR SPECIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA, OR PROFITS (HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY), EVEN IF REAL-TIME ROBOTICS OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL THE LIABILITY OF REAL-TIME ROBOTICS OR ITS LICENSORS FOR A PRODUCT (WHETHER ASSERTED AS A TORT CLAIM, A CONTRACT CLAIM, OR OTHERWISE) EXCEED THE AMOUNTS PAID TO REAL-TIME ROBOTICS FOR SUCH PRODUCT. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT, IN NO EVENT SHALL THE LIABILITY OF REAL-TIME ROBOTICS FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNTS PAID BY THE BUYER TO REAL-TIME ROBOTICS FOR PRODUCT IN THE LAST TWELVE (12) MONTHS.

IN NO EVENT WILL REAL-TIME ROBOTICS OR ITS LICENSORS BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS BY THE BUYER. IN NO EVENT WILL REAL-TIME ROBOTICS OR ITS LICENSORS BE LIABLE FOR DAMAGES ARISING OUT OF ANY LATE DELIVERY. THE LIMITATIONS SET FORTH HEREIN SHALL APPLY TO ALL LIABILITIES THAT MAY ARISE OUT OF THIRD-PARTY CLAIMS AGAINST THE BUYER. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE LIMITATION SET FORTH IN THIS SECTION SHALL APPLY WHERE THE DAMAGES ARISE OUT OF OR RELATE TO THIS AGREEMENT.

10. Indemnification

The Buyer shall indemnify, defend, and hold Real-time Robotics and its officers, agents, other representatives, and licensors harmless from all demands, claims, actions, causes of action, proceedings, suits, assessments, losses, damages, liabilities, settlements, judgments, fines, penalties, interest, costs, and expenses incurred (including fees and disbursements of legal counsel) of every kind (i) based upon personal injury or death or injury to property to the extent any of the foregoing is proximately caused by the Buyer's misuse of the Product or by

the negligent or willful acts or omissions of the Buyer, or (ii) based on any breach of this Agreement by the Buyer.

11. Proprietary Information

Real-time Robotics retains for itself and its licensors all proprietary rights, including without limitation all patent, trademark, trade secret, copyright, and other intellectual property rights in and to all Real-time Robotics designs, manufacturing processes, engineering details, and other data pertaining to any Product sold, except where the rights have been assigned pursuant to a written agreement with a corporate officer of Real-time Robotics. The Products are offered for sale and sold by Real-time Robotics on the condition that such sale does not convey any right, express or implied, stated or otherwise, under any intellectual property or manufacturing process. Real-time Robotics and its licensors expressly reserve all intellectual property rights in the Product.

Without limiting the foregoing, all software included in the Products (including any updates to such software provided to the Buyer, if applicable) is licensed to the Buyer, not sold, and the Buyer shall not transfer any such software apart from the Product, or modify, decompile, disassemble, or reverse engineer or otherwise attempt to derive the source code of such software.

12. Taxes

Prices do not include any sales, local, or other similar taxes. Where applicable, taxes will be shown on and added to the invoice. All such taxes shall be paid by the Buyer.

13. Non-Waiver

Failure of Real-time Robotics to insist upon strict performance of any terms and conditions herein shall not be deemed a waiver of any subsequent default of terms and conditions thereof.

14. Governing Law and Jurisdiction

This Agreement is to be interpreted in accordance with the laws of the State of California, United States of America. The sale of any Real-time Robotics Product to the Buyer is considered to have taken place in Santa Clara County, California, and shall be governed by this Agreement. This Agreement will not be governed by the conflict of law rules or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Exclusive jurisdiction for any dispute arising from the terms and conditions of this Agreement shall be Santa Clara County, California, and both the Buyer and Real-time Robotics waive all rights to have a dispute brought elsewhere.

15. Force Majeure

Real-time Robotics shall not be liable for any delay or failure in performance caused by or resulting from acts of God, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labor difficulties, equipment failures, or any other causes beyond the control of Real-time Robotics. Quantities are subject to availability. In the event of shortage, Real-time Robotics may allocate sales and deliveries in its sole discretion.

16. Headings

The section headings used herein are for convenience only and do not form a part of these terms and conditions, and no construction or inference shall be derived therefrom.

17. Severability

If any of the terms and conditions of this Agreement are held to be invalid under any applicable statute or rule of law, they are, to that extent, deemed omitted.

18. Entire Agreement

These terms and conditions constitute the entire and exclusive agreement between the Buyer and Real-time Robotics concerning the Products and the Buyer's purchase hereunder and supersede any and all statements or other agreements, whether written or oral, between the Buyer and Real-time Robotics.

19. Updates to Terms and Conditions of Sale

The most current version of these Terms and Conditions of Sale is available at the Real-time Robotics website at any time. Real-time Robotics reserves the right, in its sole discretion, to update, change, or replace any part of these Terms and Conditions of Sale by posting updates and changes to its website. It is the Buyer's responsibility to check the Real-time Robotics website periodically for changes. Continued use of or access to the Real-time Robotics website following the posting of any changes to these Terms and Conditions of Sale constitutes acceptance of those changes.