

Seller:

TinyMobileRobots ApS
Sofienlystvej 9
8340 Malling
Aarhus, Denmark
CVR: 37397350

1. APPLICABILITY

The Buyer may place orders (“Order(s)”) with the Seller for the Seller’s products, and all such Orders shall be governed solely by these Terms and Conditions (this “Agreement”), unless otherwise expressly agreed in a written instrument signed by an authorized representative of the Seller.

Any oral understandings or verbal commitments are excluded.

The Seller shall not be deemed to have accepted or waived any contrary terms contained in Buyer’s purchase orders, order forms, or other documents, and all such Buyer terms are hereby expressly rejected unless the Seller expressly agrees to them in writing.

The Seller reserves the right to reject any Order submitted by the Buyer.

2. DELIVERY

Delivery shall be made in accordance with either:

1. the delivery time specified in the Buyer’s Order, or
2. the Seller’s quoted lead time and monthly delivery rate,
whichever is later.

Delivery is deemed complete upon transfer of the Products to the carrier. At that point, **risk of delay passes to the Buyer.**

Transportation charges shall be prepaid by the Seller and reimbursed by the Buyer upon invoice.

The Seller may make early, accelerated, or partial shipments at its sole discretion.

3. INSPECTION

Buyer shall inspect Products immediately upon taking custody.

If Products do not conform to the Seller’s drawings or specifications, Buyer must notify Seller of the nonconformance and provide Seller a reasonable opportunity to correct it.

If the Seller does not receive written notice of nonconformance within **fifteen (15) business days** after Buyer takes custody, the Products shall be deemed accepted and the Buyer shall be deemed to have waived any related claims.

Unless explicitly agreed in writing, the Buyer shall have no right to inspect Products at the Seller's facilities. If inspection at the Seller's facility is mutually agreed, such inspection:

- must occur upon reasonable prior notice,
- must not interfere with Seller's operations, and
- may not include entry into proprietary or competition-sensitive areas.

4. CHANGES

The Seller may at any time make changes, improvements, or additions to the Products without any obligation to:

- notify the Buyer,
- retrofit previously delivered Products, or
- incorporate such changes into Products already manufactured, shipped, or delivered.

The Seller shall bear no liability to the Buyer arising from such changes.

5. RISK OF LOSS AND TITLE

Risk of Loss.

Risk of loss or damage to the Products remains with the Seller until the Products are delivered to the Buyer or the Buyer's designated recipient at the delivery location specified in the applicable Order or Quote. Upon delivery, risk of loss transfers to the Buyer.

Retention of Title.

Notwithstanding delivery, **Title** to the Products remains with the Seller until the Seller has received full payment in cleared funds for:

- the purchase price of the Products, and
- all other amounts the Buyer owes the Seller in relation to the Products or any related Order.

Until Title passes to Buyer:

1. **Security Interest.** Buyer acknowledges that Seller retains, and Buyer grants Seller, a purchase-money security interest in the Products and their proceeds to secure all Buyer obligations.
2. **Segregation & Protection.** Buyer must store Products separately, keep them identifiable as Seller's property, insure them for full replacement value, and not alter or remove identifying marks.
3. **No Encumbrances.** Buyer may not pledge, encumber, sell, assign, or grant security interests in the Products before Title passes.

4. **Perfection of Security Interest.** Buyer authorizes Seller to file any financing statements or similar documents required to perfect and protect Seller's security interest.

If Buyer:

- fails to make any payment when due,
- breaches this Agreement, or
- becomes subject to insolvency or bankruptcy proceedings,

then:

- (a) Seller may, without notice, enter Buyer's premises (where permitted by law) to **repossess** the Products.
- (b) Buyer must make the Products available for collection at Seller's request.
- (c) Seller may exercise any rights or remedies available at law; such rights are cumulative.

6. PRICES AND PAYMENTS

All prices and payments shall be in the currency stated in the Quote or Order.

Payment terms are **prepayment**, unless otherwise agreed in writing.

Seller may correct any pricing errors prior to acceptance of an Order.

Seller may modify or withdraw credit terms at any time and may require:

- advance payment,
- security, or
- guarantees.

If Buyer fails to make timely payment, Seller may:

1. declare Buyer in breach and terminate the Order;
2. repossess unpaid Products;
3. withhold future shipments;
4. require cash in advance for future shipments;
5. charge interest at 1.5% per month (or the legal maximum);
6. recover all costs of collection, including legal fees;
7. combine any of the above remedies.

TinyConnectivity License and Functionality

Buyer acknowledges and agrees that ongoing operation and functionality of the Product(s) require timely payment of all applicable **TinyConnectivity License** fees.

The initial Quote specifies:

- the duration included in the purchase price, and
- when recurring License fees begin.

After the included period, continued use requires renewal at Seller's then-current rates.

7. OVERDUE PAYMENTS

If Buyer fails to pay amounts when due:

(a) Initial Reminder

Seller will issue a written reminder after the payment due date.

(b) Second Reminder and Suspension Notice

If payment remains outstanding, Seller will send a second reminder including notice that TinyConnectivity License access and Product functionality may be suspended.

Seller may suspend access **no earlier than ten (10) business days after providing such written notice.**

(c) Suspension / Deactivation (Kill Switch)

If Buyer does not pay within the notice period, Seller may temporarily deactivate the Product(s) remotely.

Suspension does not relieve Buyer of payment obligations.

(d) Third-Party Collections

Seller may assign the debt to a third-party collection agency.

(e) Interest and Costs

Interest, administrative fees, and reasonable collection costs (including attorney fees) apply in accordance with applicable law.

(f) Material Breach

Non-payment constitutes a **material breach**. Seller may:

- terminate the Agreement for cause, and
- withhold all future deliverables.

Non-payment is not a termination by Buyer.

8. SETOFF

Buyer shall pay all amounts owed **without deduction, withholding, or setoff**.

No right of setoff is permitted unless expressly required by mandatory law.

9. CONNECTED SERVICES AND DATA USAGE

(a) Cloud Connectivity and Service Data

Buyer acknowledges that the Products rely on cloud connectivity for:

- operational logging
- firmware and software updates
- diagnostics and troubleshooting
- security and compliance
- validation of TinyConnectivity License status
- remote enable/disable functions

Seller may collect and process operational and telemetry data (“Service Data”), including but not limited to:

1. Product identifiers and serial numbers
2. Battery levels, operational hours, and performance metrics
3. Error codes, fault logs, and diagnostic information
4. GNSS-based location data
5. Usage patterns, timestamps, and operational records
6. Firmware/software versioning

Service Data is processed in accordance with Seller’s Privacy Policy and may be shared with authorized subprocessors for operational purposes.

Where Service Data includes personal data, Seller’s Data Processing Addendum (DPA) applies.

(b) In-Device Purchases and Orders

Some Product interfaces allow Buyer or authorized users to purchase:

- add-ons
- features
- software modules
- services or digital items

(“In-Device Orders”).

Any such purchase constitutes a binding order subject to this Agreement and any additional terms displayed at the point of purchase.

(c) TinyConnectivity License Requirements

The ongoing functionality of the Product(s), including cloud features, GNSS correction services, firmware updates, and remote diagnostics, requires an active **TinyConnectivity License**.

Buyer acknowledges:

1. The initial purchase may include a License period.
2. After this period, renewal is required for continued functionality.
3. If Buyer fails to pay License fees, Seller may suspend or deactivate functionality **after at least ten (10) business days' written notice**.
4. Functionality is restored once all outstanding fees are paid.

Kill Switch Acknowledgement

Buyer expressly acknowledges and agrees that:

- Seller may remotely disable Product functionality in cases of non-payment or material breach.
- Such disablement is temporary and reversible upon settlement of outstanding amounts.
- Seller shall not be liable for downtime, loss of business, or indirect damages resulting from such suspension.

(d) Lock-In Period and Reactivation

Upon activation of the TinyConnectivity License:

1. A **mandatory 12-month lock-in period** begins.
2. Buyer may terminate the License with **three (3) months' written notice**, effective no earlier than month nine (9).
3. If deactivated (including for non-payment), Buyer may request reactivation for a **reactivation fee**.
4. Each reactivation initiates a **new 12-month lock-in period**.

10. WARRANTY

(a) Warranty Scope

The Seller warrants that the Products, at time of shipment:

- conform to Seller's applicable specifications, and
- are free from defects in materials and workmanship.

The warranty period is **twelve (12) months** from shipment.

For repaired or replaced components, the warranty period is the longer of:

- the remainder of the original warranty, or
- six (6) months from repair shipment.

(b) Warranty Procedure

To receive warranty service, Buyer must:

1. Notify Seller of the Nonconformance within the warranty period.
2. Obtain a valid Return Material Authorization (RMA).
3. Return the Product within **thirty (30) days** of discovery.

If Seller determines no defect exists, Buyer must pay an **Evaluation / No-Defect-Found Fee**.

For validated claims, Seller pays reasonable round-trip transportation costs.

(c) Warranty Exclusions

This warranty does **not** apply to defects or issues caused by:

- improper installation, maintenance, storage, transportation, or use
- unauthorized modifications or repairs
- accident, misuse, neglect, contamination, or abuse
- failures caused by non-Seller equipment

(d) Operational Dependencies (Not Nonconformances)

The following performance characteristics **do not** constitute warranty claims:

(a) GNSS signal obstructions due to trees, stadiums, buildings, or reflective environments.

(b) Variability in cellular network availability, quality, or RTK signal availability, as these depend on third-party providers.

(c) Variations in line-marking or mowing results caused by:

- terrain irregularities, debris, or site conditions
- user-selected patterns or parameters
- improper site preparation
- settings chosen contrary to Seller recommendations

(e) Warranty Disclaimer

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SELLER SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES.

11. EXCUSABLE DELAY (FORCE MAJEURE)

The Seller shall not be liable for delays or failures caused by events beyond its reasonable control, including:

- government actions, sanctions, or export restrictions
- natural disasters, floods, storms, or fires
- epidemics or pandemics
- strikes, lockouts, or labor disturbances
- riots, civil unrest, war, or terrorism
- failures or delays by carriers
- supply chain disruptions
- shortages of materials or components

If such circumstances continue for **six (6) months**, either party may terminate the affected Order without liability.

12. CANCELLATION

(a) Cancellation by Buyer

Buyer may cancel an Order only if the Seller is in **material breach** and fails to cure the breach within a reasonable period after receiving written notice.

(b) Cancellation by Seller

Seller may cancel an Order immediately if the Buyer:

- fails to pay amounts when due,
- becomes insolvent or enters bankruptcy, or
- commits any material breach of this Agreement.

(c) Termination by Seller for Convenience

Seller may terminate an Order or this Agreement for convenience by written notice.

In such case:

Seller shall refund any prepaid TinyConnectivity License fees for periods after the effective termination date.

No further compensation or damages shall be owed.

13. DISPUTES

Except as otherwise expressly agreed in writing, any dispute, controversy, or claim arising out of or relating to:

- this Agreement,
- any Order, or
- the breach, termination, or validity thereof,

shall first be addressed through **good-faith negotiations** between the Parties.

If the Parties are unable to resolve the dispute within a reasonable time, the dispute shall be finally resolved by:

- **arbitration** administered under rules agreed by the Parties, or
- **courts of competent jurisdiction** as mutually agreed,

depending on the governing law and forum specified in the relevant Order or the Parties' contract documents.

Each Party shall bear its own legal fees and costs unless otherwise determined by the tribunal or court.

Nothing in this section prevents either Party from seeking **urgent injunctive or equitable relief**.

14. APPLICABLE LAW

This Agreement, including any dispute, controversy, or claim arising out of or relating to it, shall be governed by and construed in accordance with the laws of Denmark, without regard to any conflict-of-law rules that would result in the application of laws of another jurisdiction.

The Parties agree that the exclusive venue and jurisdiction for any such dispute shall be the courts of Aarhus, Denmark, and each Party irrevocably submits to these courts.

The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to this Agreement.

15. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law:

The Seller's total liability for any claim arising out of or related to:

- this Agreement,
- any Order, or
- the manufacture, sale, delivery, resale, repair, or use of any Product

shall **not exceed the purchase price allocable to the specific Product** giving rise to the claim.

In no event shall the Seller be liable for:

- indirect damages
- incidental damages
- consequential damages
- punitive damages
- loss of profits, loss of revenue, or loss of use
- business interruption
- loss of data

except to the extent such limitations are prohibited by mandatory law.

Unless otherwise expressly stated, all rights and remedies under this Agreement are granted solely to the Parties hereto and **not to any third parties**.

16. NONDISCLOSURE AND NON-USE OF SELLER'S INFORMATION

Buyer agrees:

1. **Not to use** the Seller's technical data, drawings, or information for the manufacture or procurement of products that are the same as or similar to the Products.
2. **Not to disclose** such data or information to any third party without the Seller's prior written consent.
3. **Not to reproduce, reverse engineer, or appropriate** the Seller's proprietary information without authorization.
4. That all Seller-provided data remains the sole property of the Seller.

These obligations survive the completion or termination of this Agreement.

17. PATENT INDEMNITY

(a) Indemnity by Seller

Except where Products are made according to Buyer's designs or specifications, the Seller shall:

- defend or settle any claim that a Product infringes a patent issued at the time of the Order,
- pay the amount of any final judgment awarded against the Buyer, and
- reimburse reasonable defense costs,

provided that the Buyer:

- gives prompt written notice, and
- grants Seller complete control of the defense and settlement.

Seller's indemnity does **not** apply to:

- any infringement arising from use outside the normal intended use,
- foreign patents,
- combinations of Seller's Products with non-Seller items,
- modifications not authorized by Seller.

Seller's liability is limited to the value of the Products sold to Buyer.

(b) Seller's Options

If any Product is alleged to infringe a patent, Seller may:

1. procure for Buyer the right to continue using the Product; or
2. replace or modify the Product to make it non-infringing; or
3. accept return of the Product and grant a credit (less reasonable depreciation).

(c) Indemnity by Buyer

If any Product is manufactured according to Buyer's specifications or instructions, then Buyer shall:

- defend, indemnify, and hold Seller harmless
- from any claim of infringement arising from such specifications,
- under the same conditions described above.

18. SOFTWARE LICENSE

If the Seller provides software or software documentation to the Buyer and no separate software license agreement is signed, the following terms apply:

1. License Grant

Seller grants Buyer a limited, non-exclusive, non-transferable license to use the software only:

- (i) in connection with Seller's Products,
- (ii) to process data from Seller's Products, or
- (iii) on devices used to test or maintain Seller's Products.

2. Copy Restrictions

Buyer may not copy software except for one archival copy, unless otherwise authorized.

3. Transfer Restrictions

Buyer may not transfer or sublicense the software except with a resale of the corresponding Product, and only if the transferee agrees to the same terms.

4. No Reverse Engineering

Buyer may not modify, translate, disassemble, decompile, reverse engineer, or create derivative works of the software.

5. Confidentiality

Buyer must protect the software as confidential information and ensure employees follow these restrictions.

6. Termination

Seller may terminate the license if Buyer breaches the terms and fails to cure within thirty (30) days. Buyer must stop using and return/destroy the software upon termination.

7. Adjustments

Buyer acknowledges software may require adjustments for proper operation. Seller may assist for up to ninety (90) days.

8. Government Use

If Buyer intends to provide the software to governmental entities, Buyer must first consult Seller regarding required markings and restrictions.

9. Export Control

Buyer is responsible for compliance with applicable export laws.

10. Licenses and Permits

Seller will seek export licenses if required, but is not obligated to perform any activity prohibited by law.

19. SPECIAL TOOLING AND DATA

Unless otherwise agreed in writing:

- all equipment, tooling, fixtures, molds, dies, jigs, gauges, test equipment, software, data, and processes used in manufacturing the Products (“Special Tooling”) remain the exclusive property of the Seller;
- Buyer acquires **no ownership rights** in any drawings, specifications, engineering documentation, or data provided by Seller;
- all such materials are considered proprietary to Seller and protected under applicable law.

20. TAXES AND TARIFFS

The prices quoted do not include any:

- taxes,
- duties,
- tariffs,
- import fees,
- excise taxes,
- sales or use taxes, or
- other governmental charges

(collectively, “**Taxes and Tariffs**”).

All such Taxes and Tariffs are the responsibility of the Buyer unless expressly stated otherwise.

The Seller may adjust prices to reflect new or increased Taxes and Tariffs imposed after the date of the Seller’s Quote and before delivery of the Products. The Seller will notify the Buyer of any required price adjustment.

If a new or increased Tax or Tariff results in a price increase to the Buyer, the Buyer may cancel the affected Order by providing written notice within **ten (10) business days** after receiving Seller’s adjustment notice. If the Buyer does not cancel within this period, the adjusted price is deemed accepted.

For all other Taxes and Tariffs not triggering a cancellation right, the Seller may invoice Buyer for such amounts, and Buyer agrees to pay them.

This Section survives completion or termination of the Order.

21. ASSIGNMENT

Neither Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

Any attempted assignment without such consent is void.

The non-assigning Party shall have no obligations to any purported assignee lacking valid consent.

22. WAIVER

Failure by the Seller to enforce any right or remedy under this Agreement shall not constitute a waiver of such right or remedy.

No waiver of any breach shall be deemed a waiver of any subsequent breach.

No waiver is effective unless made in writing and signed by an authorized representative of the Seller.

23. SEVERABILITY

If any provision of this Agreement is determined to be:

- illegal,
- invalid, or
- unenforceable,

that provision shall be deemed stricken only for the purpose of the specific dispute at issue. All remaining provisions shall continue in full force and effect.

24. ENTIRE AGREEMENT

These Terms and Conditions, together with the accepted Quote or Sales Order, constitute the **entire agreement** between the Parties concerning the sale of the Products.

Any modification, amendment, or additional terms must be expressly agreed in writing and signed by both Parties, or expressly accepted by the Buyer through the Product interface (e.g., In-Device Orders).

In the event of any conflict between these Terms and any other document, **these Terms shall prevail**, unless the Parties expressly agree otherwise in writing.