



## **General Terms and Conditions Robotrentals**

**Robot rentals is part of RobotXperience B.V. also trading under the name robot-rentals.com, robotverhuur.nl, roboterverleih.eu and robots.nu**

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with the Chamber of Commerce of Gooi, Eem and Flevoland, The Netherlands,  
under number 39094752

### **Article 1 - Applicability of these Terms and Conditions**

1. These Terms and Conditions apply to any offer and any agreement between RobotXperience and it's labels Robots.nu, Robotverhuur.nl, Robot-Rentals.com, RoboterVerleih and Robotzorg, hereinafter referred to as the Contractor, and the Client, to which the Contractor has declared these Terms and Conditions applicable, insofar as the parties have not explicitly deviated from these Terms and Conditions.
2. The applicability of the General Terms and Conditions of the Client is expressly rejected by the Contractor.

### **Article 2 - Offers**

1. Offers made by the Contractor shall be valid for 15 days, unless otherwise indicated.
2. The Contractor shall only be bound by the offers if acceptance thereof is confirmed in writing by the Client within 15 days. The prices specified in an offer are in Euros and include VAT, unless otherwise indicated.

### **Article 3 - Execution of the agreement**

1. The Contractor shall execute the agreement to the best of its ability and in accordance with the requirements of good workmanship.
2. If and insofar as proper execution of the agreement so requires, the Contractor shall have the right to have certain work performed by third parties.
3. The Client shall ensure that all information, which the Contractor considers to be necessary or which the Client should reasonably understand to be necessary for the execution of the agreement, will be provided to the Contractor in a timely manner. If the information required for the execution of the agreement is not provided to the Contractor in a timely manner, the Contractor shall have the right to suspend the execution of the agreement and/or charge any additional costs resulting from the delay to the Contractor.
4. The Contractor shall not be liable for damage, of whatever nature, caused by the Contractor making decisions based on inaccurate and/or incomplete information provided by the Client, unless such inaccuracy or incompleteness should have been known.
5. If it has been agreed that the agreement will be executed in phases, the Contractor may suspend the execution of the parts that belong to a following phase until the Client has approved the results of the preceding phase in writing.
6. If it is not feasible for the staff (lecturer, attendants of robots etc.) to leave the workplace, they are entitled to a healthy meals (with healthy ingredients), in the customary meal times.

#### **Article 4 - Termination of the agreement**

1. If the agreement is terminated by the client before the Contract has been completed, the Client is obliged to pay the fee owed for time spent performing Work for the Client specified by the Contractor and loss of reservation of people and materials.
  - If a cancellation is made more than three months before the contract date, the client is not obliged to make any payments to the contractor
  - If a cancellation is made more than one month before the contract date, the client is obliged to pay 25% of the offer to the contractor
  - If a cancellation is made more than 14 days the contract date, the client is obliged to pay 45% of the offer to the contractor
  - If a cancellation is made more than 7 days before the contract date, the client is obliged to pay 65% of the offer to the contractor
  - If a cancellation is made within 7 days before the contract date, the client is obliged to pay 85% of the offer to the contractor
2. Notice of termination must be provided in writing or by email.
3. If the Client terminates the agreement (prematurely), the Contractor shall have the right to compensation for the loss of capacity utilisation to be demonstrated, as well as compensation for additional costs already incurred by the Contractor and costs incurred as a result of the cancellation of contracts with third parties (such as, inter alia, costs relating to subcontractors).

#### **Article 5 - Rental objects**

1. If there is an agreement for the use of a rental object (usually a robot) without professional guidance by the Contractor, the following articles shall apply.
2. Damage to the rental object from the time it is made available to the Client shall be for the Client's risk. The Client must effect insurance with a reliable insurance company.
3. If damage/malfunction is caused to the rental object for which the Client is not to blame, the Client shall not be bound by the agreed rental fee for the duration of the damage/malfunction.
4. Expenses or damage in the event of stagnation in the execution of the work due to failure of the rental object may not be recovered from the Contractor.
5. In case of theft, damage, breakage or defects, the repair or replacement value will be charged, including the project hours of the Contractor @ 100 Euros per hour, excluding VAT.
6. The Client shall return the rental object in the same condition as the Client has received it; i.e. maintained, cleaned and sorted and packaged in the same manner as upon delivery. Any additional working time resulting from not or not fully complying with this obligation shall be the responsibility of the Client @ 100 Euros per hour, excluding VAT.
7. The Client is obliged to use the rental object in compliance with its designated purpose and maintain it with due care and diligence, where any operating instructions prescribed and provided to the Client shall be observed.
8. The Client shall not be permitted to make changes to or carry out repairs on the rental object, except pursuant to the express consent given by the Contractor.
9. The Client is obliged to immediately report any damage and/or any defect of the rental object to the Contractor.
10. The Client may not take and/or use the rental object outside the Netherlands without the prior written approval of the Contractor.

11. The Contractor shall at all times retain ownership of the rental object and therefore the Contractor shall reserve the right to check the rental object or to have the rental object checked at all times.
12. Any alienation or encumbrance or renunciation of the rental object, whether or not for consideration, for the benefit of a third party is prohibited without the express consent of the Contractor.
13. The Client shall notify the Contractor forthwith of any seizure of its assets or part thereof and, furthermore, of its bankruptcy or suspension of payment and is obliged to notify the bailiff, the liquidator or administrator under any circumstance of the existing lease with the Contractor and shall undertake to immediately return the rental object to the Contractor.
14. If, during the term of the agreement, the rental object becomes defective or will be entirely or partially lost or is removed from the control of the Client, for any reason, the Client shall immediately inform the Contractor thereof and shall be held to reimburse the costs within eight days, allowing the Contractor to immediately purchase an equivalent product. Furthermore, the Contractor shall be paid from the first day on which no rent can be received for the rental object. In case of a criminal offence, the Client undertakes to report this forthwith to the competent authorities and to submit a copy of the report to the Contractor.

#### **Article 6 - Confidentiality**

1. Both parties are bound to secrecy with respect to all confidential information they may have acquired from each other or from any other source within the context of this agreement. Information is deemed to be confidential if this is communicated by the other party, or if its confidentiality arises from the nature of the information.

#### **Article 7 - Intellectual property**

1. All intellectual property rights created during, or arising from, the execution of the agreement are vested in the Contractor.
2. The Client is expressly forbidden to reproduce, make public or exploit products containing intellectual property rights vested in the Contractor, or products in which intellectual property rights are vested for which the Contractor has acquired rights of use, which include but are not limited to: (computer) programs, system designs, procedures, advice, (model) contracts, reports, templates, macros and other intellectual products.
3. The Client is not permitted to place the products referred to in the second paragraph of this article at the disposal of third parties for any purpose other than to obtain an expert opinion on the execution of the Work by the Contractor, without first obtaining prior written consent from the Contractor. In that case, the Client shall impose the obligations stipulated in this article on all third parties appointed for this purpose.
4. The Client is responsible for the payment of any rights for the use of music, film and images.

## **Article 8 - Dissolution of the agreement**

1. The claims of the Contractor against the Client are immediately due and payable in the following cases:
  - if, after conclusion of the agreement, circumstances made known to the Contractor give the Client good reason to fear that the Contractor will not fulfil its obligations;
  - if, upon conclusion of the agreement, the Contractor has requested the Client to furnish security for compliance and this security has not been furnished or is insufficient.
2. In such cases the Contractor shall be entitled to suspend the further execution of the agreement, or to proceed to dissolve the agreement, without prejudice to the right of the Contractor to claim compensation.
3. If circumstances arise in respect of persons and/or materials which the Contractor makes use of or tends to make use of for the execution of the agreement, which are such that the performance of the agreement becomes impossible or problematic and/or disproportionately expensive to such an extent that compliance with the agreement can no longer reasonably be required, the Contractor shall be authorised to dissolve the agreement.

## **Article 9 - Defects; time limits for lodging a complaint**

1. Complaints about work performed shall be reported in writing by the Client to the Contractor within 15 days after discovery, but no later than within 15 days after completion of the work concerned.
2. If a complaint is well-founded, the Contractor will still perform the work as agreed, unless it has meanwhile been demonstrated that this is ineffectual to the Client. This shall be communicated by the Client. If performance of the agreement is no longer possible or purposeful, the Contractor shall only be liable within the limits of article 14. (Liability.)
3. Even if the Client submits a complaint in a timely manner, its payment obligation will continue to apply.

## **Article 10 - Fee**

1. For offers and agreements in which a fixed fee is offered or agreed, paragraphs 2, 5 and 6 of this article apply. If no fixed fee is agreed, paragraphs 3 to 6 of this article apply.
2. The parties may agree a fixed fee upon conclusion of the agreement. The fixed fee is exclusive of VAT.
3. If no fixed fee is agreed, the fee will be determined on the basis of hours actually worked. The fee is calculated according to the usual hourly rates of the Contractor, applicable to the period in which the work is carried out, unless a deviating hourly rate has been agreed. Any cost estimates are exclusive of VAT.
4. In respect of contracts with a duration exceeding one (1) month, costs due shall be charged periodically.
5. If the Contractor and the Client agree upon a fixed fee or hourly rate, the Contractor shall nevertheless be entitled to increase this fee or rate: the Contractor may pass on increases in costs. Such an increase may be charged to the Client only when it is communicated to him before the effective date.
6. If the increase exceeds 10%, the Client shall be entitled to terminate the agreement with immediate effect.

### **Article 11 - Payment**

1. Payment must be made within 15 days after the invoice date by transferring the amount due to NL21ABNA0565945130 in the name of Contractor in Almere, The Netherlands.
2. After the expiry of 15 days after the invoice date, the Client shall be in default; from the time the Client is in default it shall pay interest of 1% per month on the amount due.
3. In the event of liquidation, bankruptcy or a suspension of payments of the Client, the obligations of the Client shall be immediately due and payable.
4. Payments made by the Client shall always first be applied to settle all due interest and costs and subsequently to settle those invoice amounts that have been outstanding for the longest period, even if the Client has stated that the payment relates to a later invoice.
5. Payment must be made without discount or settlement.

### **Article 12 - Collection costs**

1. If the Client is in default or fails to fulfil any of its obligations, all reasonable extrajudicial costs incurred for collection of payment will be charged to the Client. In any case, the Client shall be due:
  - on the first € 5,000: 15%
  - from this amount up to € 10,000: 10%
  - from this amount up to € 20,500: 8%
  - from this amount up to € 50,000: 5%
  - from this amount: 3%
2. If the Contractor demonstrates to have incurred higher costs than were reasonably required, these shall also qualify for reimbursement
3. The Client shall be liable to the Contractor to pay the judicial costs incurred by the Contractor. This shall apply only if the Contractor and the Client are conducting legal proceedings with respect to an agreement to which these General Terms and Conditions apply, in which the Client is found to be at fault, fully or to a significant degree.

### **Article 13 - Liability**

1. The Contractor's liability is limited to the amount of the fee pursuant to this agreement, or in the case of agreements with a longer duration, it is limited to the fee owed for the last three months.
2. The limitations of liability included in these Terms and Conditions shall not apply if the damage is due to intent or gross negligence by the Contractor or its subordinates.

### **Article 14 - Force majeure**

1. Force majeure shall mean: any circumstance independent of the will of the Contractor that permanently or temporarily interferes with the performance of the agreement.
2. In particular, force majeure, to the extent as not already included in the provisions of Article 1, includes war, war risk, civil war, riots, strikes, transport difficulties, fire, technical malfunctions of equipment, sickness of employees and other serious disruptions in the business of the Contractor or its suppliers.
3. If the Contractor is unable to comply properly, in full and on time with any obligation under the agreement due to force majeure, then those obligations shall be suspended until such time that the parties are again able to fulfil them in the agreed manner or the agreement

may be terminated, in whole or in part, with immediate effect by the Client, without any right to any compensation.

4. If the Contractor is unable to comply properly, in full and on time with any obligation under the agreement due to force majeure, then those obligations shall be suspended until such time that the parties are again able to fulfil them in the agreed manner or 50% of costs incurred are reimbursed by the Contractor.

#### **Article 15 - Applicable law**

1. Any agreement between the Contractor and the Client is governed by Dutch law.

#### **Article 16 - Claim settlement**

1. In derogation from the statutory rules governing the jurisdiction of the civil court, any dispute between the Client and the Contractor, in case the court is competent, will be settled by the Court in Lelystad, The Netherlands. However, the Contractor shall remain entitled to summon the Client before the court that is competent in accordance with the law or the applicable international treaty.

#### **Article 17 - Amendment to the Terms and Conditions**

The Contractor is authorised to amend these Terms and Conditions. Such amendments shall take effect at the time stipulated for their entry into force. The Contractor will send the amended Terms and Conditions to the Client in a timely manner. If no date of entry into force has been communicated, any amendments shall enter in force in respect of the Client once it has been informed of the amendment.