

OTSAW Robot Order Agreement

Terms & Conditions

Documentation. Your Robot Order Agreement (the "Agreement") is made up of the following documents:

1. **Robot Configuration:** The Robot Configuration describes the vehicle that you configured and ordered, including pricing (excluding taxes, shipping, and insurance costs).
2. **International Sales Agreement:** The International Sales Agreement will be provided to you for your signature. It will include the final pricing based on your final Robot Configuration, the final project costs (if applicable), and will include taxes, shipping and official or governmental fees.
3. **Terms & Conditions:** These Terms & Conditions are effective as of the date you place your order and upon payment of your Pre-Order Fee (the "Pre-Order Date").

Agreement to Purchase. You agree to purchase the robot (the "Robot") described in your Robot Configuration from OTSAW DIGITAL Private Limited or its affiliate ("we," "us" or "our"), pursuant to the terms and conditions of this Agreement. This Order is personal to you and may not be re-sold or transferred to any other person or entity. Your Robot is priced and configured based on features and options available at the time of order and you can confirm availability with an OTSAW representative. Options, features or hardware released after you place your order may not be included in or available for your Robot.

Purchase Price, Taxes and Official Fees. The purchase price of the robot is specified in your Robot Configuration. When you acquire a new robot, this purchase price does not include the final project costs (Robot Set-up, Infrastructure, and Commissioning Costs), taxes, shipping, and insurance costs. Project costs will vary depending on the specific project requirements, and an OTSAW representative will further discuss them when presenting you with the International Sales Agreement. Taxes and fees are subject to various factors, such as the actual import value of the robot, and will be calculated closer to the time of delivery. You are responsible for covering these additional taxes and fees.

All Products shipped under this Agreement shall be Ex-Works The Company's warehouse facility, at the price set forth in this Agreement, as amended from time to time by The Company. The Company shall not cover all shipping costs to port-of-entry. The Purchaser assumes all shipping costs from The Company warehouse facility. All prices are exclusive of national, federal, state, and local duties, use, sales, excise, property, V.A.T. taxes and freight. These costs, when applicable, are the responsibility of Purchaser, and may be billed and collected by The Company.

Order Process; Changes; Payment. After you submit your completed order, we will initiate the process of preparing and coordinating the delivery of your robot following the signing of the International Sales Agreement. At this juncture, you acknowledge the obligation to pay a 50% downpayment of the full payment and agreed that the pre-order fee of US\$2,000 (the "Pre-Order Fee") has been earned. In the event of order cancellation or a breach of this Agreement leading to the cancellation of your order, you agree that we may retain the Pre-Order Fee as liquidated damages, to the extent not otherwise prohibited by law. You recognize that the Pre-Order Fee represents a fair and reasonable estimate of administrative expenses we have incurred or may incur for processing the pre-order cancellation. You may be subject to potential price increases for any adjustments made since your original Pre-Order Date. Any modifications to your Robot Configuration, including changes to the delivery location or estimated delivery date, will be communicated to you and become integral parts of the Agreement. You agree to complete the full payment for your robot prior to delivery.

Payment terms are 50% down payment upon signing of the International Sales Agreement and balance 50% prior to shipment.

Payment To:
OTSAW Digital Pte Ltd
ATTN: Accounting
10 Tampines North Drive 4 #01-03, Singapore 528553

Delivery. The Company will use reasonable efforts to ship all purchase orders within 48 hours of the confirmed shipment date but shall not be liable for any delays. Each purchase order shall be deemed to made under the terms and conditions of this Agreement, notwithstanding any contrary terms on any form used by Purchaser. The terms and conditions of this Agreement shall supersede the terms of any purchase order for Product(s) issued by Purchaser at any time, whether or not the purchase order is accepted by the Company, unless The Company otherwise expressly agrees in writing to be bound by its terms.

The estimated delivery date of your Robot, if provided, is an estimate only as we do not guarantee when your Robot will actually be delivered. Your actual delivery date is dependent on many factors including your Robot's configuration and manufacturing availability. To secure your final payment under the terms of this Agreement, title to the Robot shall remain vested in us until your obligations have been fulfilled. Additionally, we may suspend Robot related services, which means that you may not be able to operate the Robot, as long as your final payment remains outstanding.

Right of Refusal. All orders submitted by Purchaser to The Company shall be subject to written acceptance by The Company, which acceptance shall not be unreasonably withheld. Without limiting the foregoing, the Company will use commercially reasonable efforts to accept or reject purchase orders within forty-eight (48) hours after receipt of the applicable purchase order.

Partial Shipments. Upon Purchaser's written acceptance, the Company may make partial shipments of purchase orders for which Purchaser shall pay, net thirty (30) days after the date of the Company's invoice; provided, however, that the Company shall only submit an invoice for Product that it has shipped, unless otherwise agreed to in writing by the parties.

Obsolete Hardware and Future Firmware Updates. Future software updates may not be provided for your Robot, or may not include all existing or new features or functionality, due to your Robot's age, configuration, data storage, capacity or parts, after the expiration of your Warranty. We are not liable for any parts or labor, or any other cost needed to retrofit the Robot so that it may receive these updates, or any Robot issues occurring after the installation of any software updates due to obsolete, malfunctioning (except as covered by your Warranty) or damaged hardware.

Software. The Products may include both hardware and software. Although the terms "purchase" and "sale" are used throughout this Agreement for convenience, it is understood that Purchaser will obtain a nonexclusive license to use (and further sublicense the use of) software but will not obtain title to, or any proprietary rights in, such software. Purchaser will comply strictly with all restrictions on the use of software licensed by The Company to Purchaser, and will require such compliance by Purchaser's customers. Each such sublicense granted by Purchaser shall be granted pursuant to, shall be subject to and shall be governed by the terms of this Agreement.

Limited Warranty. The Company's hardware Products are covered by a limited liability warranty from defects in material and workmanship for the one-year period from the date of delivery to the carrier at The Company's point of shipment. The Company's software is covered by a 90-day limited warranty. The Company does not warrant that the Products will meet Purchaser's or its customers' requirements or specifications, which shall be Purchaser's sole responsibility. This warranty does not apply if The Product fails due to damage from shipment, handling, storage, accident, abuse or misuse, or if it has been used or maintained in a manner not conforming to product's instructions, has been modified in any way, or has a defaced or removed serial number. Repair by anyone other than The Company or an authorized agent approved by The Company in writing voids this warranty. The maximum liability of The Company for any defect in a Product is the Product purchase price. The Company's sole obligations and Purchaser's sole remedies under this warranty shall be as set forth in Section 6 below. THE EXPRESS WARRANTY STATED ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Warranty. With respect to any Product containing a defect reported to Purchaser within The Company's one-year limited warranty period, The Company shall, at its sole option and expense, replace such Product and shall return the replaced Product to Purchaser, freight prepaid. If The Company determines in its absolute and sole discretion that a Product cannot be repaired or replaced, The Company may refund the purchase price for the Product.

Prior to returning Products to The Company for warranty replacement, Purchaser must obtain a Return Material Authorization (RMA) Number from The Company, which must be referenced on all shipping documentation and packages. The Products shall be shipped to The Company by Purchaser in original packaging or equivalent. Acceptance for warranty replacement is subject to final inspection and acceptance by The Company.

Any request for defective item refunds shall be accompanied by an offsetting order from Purchaser, priced at no less than the price of the returned goods which The Company may accept if it approves the request for refund in its absolute and sole discretion.

Confidential Information. Purchaser acknowledges that by reason of its relationship to The Company hereunder it will have access to certain information and materials concerning The Company's business, plans, customers, and Products (including but not limited to information and materials contained in technical data provided by The Company) which is confidential and of substantial value to The Company, which value would be impaired if such information were disclosed to third parties. Purchaser agrees that it shall not use in any way for its own account or the account of any third party, or disclose to any third

party, any such confidential information which is revealed to it by The Company unless that information can be readily shown to be in the public domain. Purchaser shall take every reasonable precaution to protect the confidentiality of such information consistent with the efforts exercised by it with respect to its own confidential business information. Purchaser shall not publish any technical description of the Products beyond the description published by The Company unless released by the Company to Purchaser for the purpose of responding to customer requests or inquiries. In the event of termination of this Agreement, Purchaser shall immediately return to The Company all confidential information and copies thereof, and there shall be no further use or disclosure by Purchaser of any confidential information of The Company, and Purchaser shall not manufacture, or have manufactured, any devices, components or assemblies utilizing any of The Company's information.

Limitation of Liability. THE REMEDIES PROVIDED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE REMEDIES OF PURCHASER. THE COMPANY SHALL NOT IN ANY EVENT BE LIABLE TO PURCHASER, OR TO ANY LICENSEE, SUBLICENSEE, OR CUSTOMER OF PURCHASER, UNDER THIS AGREEMENT FOR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR OF DATA, OR FOR INTERRUPTION OF BUSINESS. THE COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, RELIANCE, INCIDENTAL, COVER, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND ARISING UNDER THIS AGREEMENT, WHETHER IN A CONTRACT, TORT OR OTHER ACTION FOR OR ARISING OUT OF ALLEGED BREACH OF WARRANTY, ALLEGED BREACH OF CONTRACT, DELAY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. IN NO EVENT SHALL THE COMPANY BE LIABLE UNDER THIS AGREEMENT TO PURCHASER, ITS SUCCESSORS AND ASSIGNS, FOR ANY DAMAGES EXCEEDING THE SUM OF \$25,000 OR THE TOTAL PAYMENTS RECEIVED BY THE COMPANY FROM PURCHASER UNDER THIS AGREEMENT DURING THE FIRST TWELVE MONTHS HEREOF, WHICHEVER IS GREATER.

INDEMNIFICATION BY THE COMPANY. SUBJECT TO THE FOREGOING LIMITATIONS, THE COMPANY SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS Purchaser FROM ANY CLAIMS, DAMAGES AND EXPENSES THAT ARISE FROM ANY BREACH BY THE COMPANY OF ANY MATERIAL OBLIGATION, REPRESENTATION OR WARRANTY UNDER THIS AGREEMENT.

No Resellers; Discontinuation; Cancellation. OTSAW and its affiliates (appointed by OTSAW) sell robots directly to end-consumers, and we may unilaterally cancel any order that we believe has been made with a view toward resale of the Robot or that has otherwise been made in bad faith. This includes orders for which a third-party is facilitating or brokering the sale, or if the robots are to be exported to somewhere other than where you tell us you will be utilizing the Robot. We may also cancel your order and refund your Pre-Order Fee if we determine that there was a pricing error, discontinue a product, feature or option after the time you place your order or if we determine that you are acting in bad faith.

Governing Law; Jurisdiction; Integration; Assignment. The validity, construction, and performance of this Agreement will be governed by the substantive laws of Singapore without regard to any choice of law provisions. The parties agree that any dispute relating to this Agreement shall be subject to the courts within Singapore after satisfaction of any condition precedent stated in this Agreement. The prevailing party in any action to enforce the terms of this Agreement entered into hereunder shall be entitled to recover its costs and expenses, including reasonable attorney's fees, incurred in connection therewith, in addition to any other relief to which such party is entitled. Each party shall, at its own expense, comply with any governmental law, statute, ordinance, administrative order, rule or regulation relating to its duties, obligations or performance under this Agreement.

This Agreement is entered into and effective as of the date you accept this Agreement, by electronic means or otherwise. By confirming and accepting this Agreement, you agree to the terms and conditions of this Agreement.