

Definitions

Seller: Innovobot Labs Inc

Buyer: The party that enters into a purchase agreement with the Seller for the purchase of Products and/or services from the Seller.

Products: The products specified in the Proposal, Purchase Order or purchase agreement, as the case may be. See accompanying specifications PDF.

Purchase agreement: unless a purchase agreement has been entered into with the Seller, the purchase agreement shall be comprised of the accepted purchase order and these terms and conditions.

Article 1: Applicability

These General Terms and Conditions of Sale apply to, and are incorporated into, all Purchase Orders or purchase agreements agreed with the Seller, to all the Seller's offers and quotations and to deliveries and services provided by the Seller. No variation to these terms and conditions may be agreed other than in writing and signed by authorised representatives of the parties and any variations to particular purchase agreements shall not apply to other purchase agreements unless expressly confirmed in writing.

Article 2: Offers and contracts

1. A quotation issued by the Seller shall not constitute a binding offer.
2. An order submitted by the Buyer constitutes an offer to enter into a purchase agreement with the Seller pursuant to these General Terms and Conditions of Sale and the terms of any relevant quotation from the Seller.
3. Such offer may be accepted by the Seller by written acceptance of the order or by the Seller beginning to perform its obligations consistent with the existence of a purchase agreement.

Article 3: Delivery

1. Stated delivery dates should be regarded as approximate only. Delivery after the stated delivery date shall not be a breach of contract by the Seller and shall not entitle the Buyer to any remedy. The Products delivered may differ from the product specifications in respect of packaging and composition and, provided that it does not negatively affect the normal use of the Products, such difference shall not be a breach of contract by the Seller and shall not entitle the Buyer to any remedy.
2. Products shall be delivered as set out in the purchase agreement or, in absence of such an agreement Free Carrier (FCA) XeelTech factory, Gampern, Austria. Always in accordance with the provisions of the latest version of the Incoterms in effect at the time the purchase agreement was entered into. The Seller may deliver the Products by instalments.
3. The Buyer may request that the Seller organises the transport of the Products on the Buyer's behalf, in which case the Buyer shall be responsible for all costs and risk associated with such transport.
4. The Buyer is required to accept delivery of the Products by the Seller. The Seller may store the Products if the Buyer fails to accept such delivery and the Buyer shall reimburse the Seller for all related costs and expenses incurred and shall remain liable to pay the purchase price for the Products. In such event, the Seller may resell the relevant Products at any time to a third party, in which case the Buyer shall reimburse the Seller for any shortfall below the purchase price agreed with the Buyer, and for all costs and expenses incurred by the Seller in relation to storage.

5. If the parties agree any variation to the description of the Products separately, for example in a purchase agreement, the Seller may at its discretion amend the delivery date by providing notice to the Buyer, such notice to be effective immediately on receipt.

Article 4: Complaints, inspection obligation and compliance

1. Prior to delivery of the Products, the Seller may provide the Buyer an opportunity to test the Products.
2. The Buyer is required to inspect Products delivered by the Seller immediately on receipt. The Buyer must submit complaints concerning visible defects in the Products (including, without limitation, complaints concerning quantity, dimensions, weight, the 'use by' dates and quality) in writing as soon as possible and not later than within 45 (forty five) days of delivery, and any failure to do so shall mean that the Buyer has no remedy in respect of such defects and the Seller is deemed to have met its obligations in full.
3. The Buyer must submit complaints concerning invisible defects concerning the Products in writing within as soon as possible and not later than within 8 (eight) days of the date on which the Buyer becomes aware, or should have become aware, of the defects, and no later than within 8 (eight) days of the recommended 'use by' date or, in the absence thereof, within three months of the delivery of the Products, and any failure to do so shall mean that the Buyer has no remedy in respect of such defects and the Seller is deemed to have met its obligations in full.
4. Without the Seller's written consent which consent shall not be unreasonably withheld, the Buyer shall not return Products to the Seller. The costs of return dispatches shall be borne by the Buyer unless otherwise agreed in writing.
5. The Buyer must submit any complaint concerning an invoice to the Seller in writing, within 14 (fourteen) days of the receipt of the invoice, and any failure to do so shall mean that the invoice will be deemed to be accurate.

Article 5: Price

1. Unless explicitly stated otherwise in the purchase agreement, all prices agreed are denominated in the statutory currency of the Buyer and are exclusive of goods and services taxes, value added taxes and any other government levies imposed which shall be paid by the Buyer.
2. Prices are fixed in accordance with the Seller's price lists in effect on the date of the order from the Buyer, to the extent that the Products are included in the price list, or as otherwise stated in a purchase agreement.
3. Prices agreed are based on the market conditions at the time the accepts the Buyer's order. The Seller has the right at any time by giving notice to the Buyer to adjust the agreed price if cost factors that (co)determine the price (including, but not limited to, the market prices of Products, ingredients, raw materials, transportation, personnel costs, insurance, exchange rates, taxes and other financial charges) are increased between the date of the purchase agreement and the delivery date. If the price amounts to more than 10% of the original price, the Buyer may terminate the purchase agreement by written notice to the Seller, provided that such notice is received within 3 (three) business days of the Seller's notice to increase the price.

Article 6: Payment

1. The Buyer shall pay all invoices in accordance with the payment conditions shown in the invoice. In the absence of such conditions, payment will be due within 30 days of the invoice date. The Buyer shall pay all amounts due under the purchase agreement in full and the Buyer shall not assert any credit, set-off or counterclaim on any grounds whatsoever and such amounts shall be paid in full through a transfer to the Seller's bank or giro account. Where the parties have agreed

that a credit is owed in favor of the Buyer (eg., as a result of a dispute), then the Buyer shall have the right to offset the amount of such credit against any amounts owed by the Buyer pursuant to invoices issued by the Seller.

2. The Seller shall be entitled to suspend performance of all its obligations to the Buyer, including those arising from other agreements, until the Buyer has paid all overdue amounts.
3. In the event of failure by the Buyer to pay any amount due to the Seller by the date such amount is due, the Buyer shall pay interest of one and a half percent (1.5%), or eighteen percent (18%) annually, calculated monthly as of the due date, until payment in full of the amount owing. Interest will be payable on the same day a principal amount becomes due. Any payments received as a result of a purchase order issued based on this Proposal shall first be applied to interest due and unpaid unpaid invoices hereunder before being further credited to the Buyer's account.
4. Compliance with the Buyer's obligations can be claimed on demand if the Buyer is liquidated, declared bankrupt or is granted a moratorium on payments.
5. The Seller may at its discretion at any time: require partial or full advance payment of the amounts payable to the Seller by the Buyer; or require the Buyer to procure a third party guarantee in respect of those amounts, to the Seller's satisfaction; or require that payment is made by an irrevocable letter of credit confirmed by a bank acceptable to the Seller, and the Buyer's failure in each case will entitle the Seller to suspend delivery of the Products.

Article 7: Reservation of ownership

1. The Seller retains title in the Products that it delivers under a purchase order of a purchase agreement (as the case may be) until the Buyer has paid in full (in cleared funds):
 - a. the price of the Products;
 - b. the price of any work performed or to be performed pursuant to such purchase agreement;
 - c. the price of any Products delivered or to be delivered and the price of any work performed or to be performed under any other purchase agreement; and
 - d. the amounts payable under any claims in respect of the Buyer's breach of any purchase agreement.
2. Until ownership of the Products transfers to the Buyer, the Buyer does not have the right to pledge the Products or to otherwise encumber and/or to dispose of them without the Seller's prior written consent. Resale as part of the Buyer's normal business operations is permitted unless the Seller has notified the Buyer in writing that it wishes to exercise its rights arising from the reservation of ownership.
3. The Buyer is required to keep separate and identifiable the Products delivered under each purchase order and to treat such Products with reasonable care.
4. The Buyer hereby irrevocably authorises the Seller to access areas in use by the Buyer in order to recover the delivered Products in the event that the Seller's rights of title are exercised and the Buyer shall provide all assistance requested by the Seller in this regard.
5.
 1. The Products are delivered with a free strictly limited, non-exclusive, worldwide, perpetual, non-transferable, non-sublicensable license from XeelTech GmbH ("XeelTech") to use and perform methods with XeelTech intellectual property in respect of the PRODUCTS for the intended purpose. No other license is granted to Buyer for XeelTech Intellectual Property.
 2. If Buyer creates any intellectual property derived from the use of the Products ("Foreground IP"), then the owner of such Foreground IP shall automatically hereby provide a free strictly limited, non-exclusive, worldwide, perpetual, non-transferable, non-sublicensable license to the Seller and XeelTech to use and perform methods with the Foreground IP.

Article 8: Liability and indemnification

1. Nothing in a purchase order or a Purchase Agreement shall limit or exclude the Seller's liability for fraud or any liability to the extent that it cannot be limited or excluded under applicable law.
2. The Seller's aggregate liability in respect of all claims arising out of or in connection with a purchase order or a purchase agreement, (as the case may be) whether in contract or tort (including negligence) or otherwise, shall not exceed an amount equal to the price paid by the Buyer thereunder.
3. The Seller's aggregate liability in respect of all claims arising out of or in connection with the delivery of Products agreed, whether in contract or tort (including negligence) or otherwise, shall not exceed an amount equal to the price paid by the Buyer for that delivery of Products under the purchase order or Purchase Agreement (as the case may be)_.
4. The Seller's aggregate liability in respect of all claims arising out of or in connection with each provision of a service agreed under a purchase order or Purchase Agreement (as the case may be), whether in contract or tort (including negligence) or otherwise, shall not exceed an amount equal to the price paid or payable by the Buyer for that service under the purchase order or purchase agreement (as the case may be).
5. The Seller shall not be liable, whether in contract or tort (including negligence) or otherwise for any: loss of profit or anticipated profit; loss of revenue or income; diminution of goodwill; or any indirect or consequential loss of whatever nature.
6. The Seller warrants, to the best of its knowledge, that the use, sale, design, or manufacturing of the Products does not infringe on the intellectual property rights of any third party, whether patent rights, copyright, trademark, trade secret, confidential information or other intellectual property rights.
7. Seller shall indemnify, defend and hold harmless Buyer from and against all claims by a third party alleging that any of the Products infringe any intellectual property right of a third party, except to the extent the same relates to or results from Buyer's compliance with any Specifications or design supplied by Seller. The Seller's indemnification obligations set forth herein shall be limited to the indemnification awards that the Seller shall be able to enforce against the supplier of the Products as set forth in the distribution agreement with said supplier. If the Products, or any part of the Products, becomes, or in Seller's reasonable opinion is likely to become, subject to a third party claim that qualifies for intellectual property indemnification coverage under this Section 8.6, Buyer shall notify Seller in writing. The Buyer shall immediately cease all use of such Products and Seller shall use its best efforts to provide Products, similar substitute Products that are non-infringing to the Buyer.
8. The Buyer shall not be entitled to bring a claim against the Seller arising out of or in connection with the Purchase Agreement, whether in contract or tort (including negligence) or otherwise, more than 12 (twelve) months after the date on which the relevant circumstances giving rise to a claim arose or, if later, on which the Buyer ought reasonably to have become aware of the circumstances giving rise to a claim.

Article 9: Advice, reports, etc.

If the Seller provides the Buyer with any advice and/or with technical support the Buyer shall not rely on, and the Seller does not warrant, the accuracy and completeness of such advice and support, and all liability of the Seller arising out of or in connection with such advice and support is excluded to the fullest extent permitted by law.

Article 10: Content and Warranties

1. Except as set out in the purchase agreement, all warranties, conditions and other terms implied by applicable law are, to the fullest extent permitted by law, excluded from the purchase agreement.
2. The Seller warrants to the Buyer that any services agreed under a purchase agreement shall be provided with reasonable care and skill.
3. The warranty is a 1-year limited warranty.
4. Scope of Warranty: During the Warranty Period, Innovobot Labs will, at its discretion, repair or replace any defective parts or components of the equipment without charge to XeelTech. The repair or replacement will be done in a timely manner to minimize operational disruptions.
5. Exclusions - This warranty does not cover:
Defects or damages resulting from misuse, abuse, neglect, improper installation, unauthorized repairs, or failure to maintain the Equipment in accordance with the manufacturer's guidelines. Normal wear and tear, consumables, or expendable parts such as filters, seals, or belts. Damage caused by external factors such as power surges, environmental conditions, or operator error.

Article 11: Force majeure

1. The Seller shall not be liable for any default or delay in the performance of its obligations under the purchase agreement to the extent such performance is prevented, hindered or delayed as a consequence of any force majeure; where 'force majeure' means a fact or circumstance beyond the Seller's direct control, including (without limitation) any flood, fire, explosion, lightning, terrorism, transport restrictions, contamination, risk of contamination, disruption of business operations, defects in or damage to means of production, strikes or similar actions, defaults by third parties, government measures and lack of raw materials or stagnation in supplies of raw materials or semi-manufactures.
2. In the event that a force majeure continues for a period of more than four consecutive weeks, either party may terminate the purchase agreement by providing written notice to the other party, such notice to take effect immediately on receipt.
3. If the Seller has partially complied with its obligation when the purchase agreement is terminated under this Article, the Buyer shall pay a proportional share of the agreed price on the basis of the work already performed.

Article 12: Technical and statutory requirements

The Seller shall ensure that delivered Products comply with the specific technical and statutory requirements or standards set by the laws and regulations of the country in which they are produced. The Buyer shall not import the Products into any country, without ensuring that they comply with the local technical and statutory requirements in effect in the country of import. The Buyer shall indemnify the Seller against all liabilities, costs and expenses incurred as a result of the Buyer's breach of this Article.

Article 13: Confidentiality

Neither party shall disclose the other's confidential information to any third party without the prior written consent of that other party and shall not use such confidential information other than for the purposes of the purchase order or purchase agreement (as the case may be).

Article 14: Governing law/jurisdiction

1. If the Seller is incorporated in a state, province or other administrative area of a country which has a system of laws capable of governing commercial contracts then the purchase agreement shall be governed by and construed in accordance with the laws of such administrative area. Otherwise, the purchase agreement shall be governed by and construed in accordance with the laws of the province of Quebec.
2. In relation to any matter arising under or in connection with the purchase agreement, the parties irrevocably agree to submit to the exclusive jurisdiction of the courts of the state, province or other administrative area in which the Seller is incorporated (if applicable) or otherwise to the exclusive jurisdiction of the courts of the country in which the Seller is incorporated.

Article 15: Final provisions

1. If any provision of the purchase agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason such provision shall be severed from the other provisions of the purchase agreement and the remainder shall continue in full force and effect.
2. The English language version of these General Terms and Conditions of Sale takes precedence over any translation.