

VISION-BOX PRODUCTS AND SERVICES STANDARD TERMS AND CONDITIONS OF SALE

1. APPLICABLE TERMS. (a) The present Standard Terms and Conditions (“Standard Terms and Conditions”) regulate the sale of equipment, hardware, components, parts, materials (“Products”) and provision of Services (“Services”) provided by Vision Box - Soluções de Visão por Computador, S.A. and its affiliated companies, (“Vision-Box”) to a customer (“CLIENT”), except if any different conditions have been especially agreed upon in writing by Vision-Box and the CLIENT (each a “Party” and together the “Parties”). (b) The contract, these Standard Terms and Conditions, Vision-Box’s proposal, price quote, purchase order or acknowledgement issued by Vision-Box form all the parties’ final agreement (“Agreement”). In the event of any conflict or ambiguity between these documents, precedence shall apply in accordance with the order written in the previous sentence. (c) Any additional or conflicting terms in CLIENT’s request for proposal, specifications, purchase order or any other written or oral communication issued by the CLIENT are not binding on Vision-Box unless separately acknowledged and signed by Vision-Box. (d) Vision-Box’ failure to object to CLIENT’s additional or conflicting terms does not operate as a waiver of the terms contained in these Standard Terms and Conditions.

2. GENERALITIES. (a) Unless stated otherwise, all Vision-Box’ proposals are valid for a deadline of 30 days from the date of its issuance. (b) The CLIENT’s written acceptance of the proposal and/or the placement of an order in writing (the “Order”) shall be deemed the CLIENT’s unconditional and irrevocable agreement to these Standard Terms and Conditions.

3. OBJECT OF THE PROVISIONING. (a) Vision Box’ performance is contingent upon CLIENT timely complying with and fulfilling all of its obligations under the Agreement. The object of the provisioning is determined by the confirmation of the order by Vision-Box or should this be lacking, by an order note from the CLIENT. (b) Any alterations or supplements to the order will only be valid after being accepted by Vision-Box, in writing.

4. PRICING & PAYMENT.

(a) Prices. Pricing terms are as stated in Vision-Box’ proposal, or if none are stated, Vision-Box’ standard rates in effect when Vision-Box receives CLIENT’s purchase order. Unless otherwise stated, all prices are in Euros (EUR) and do not include: VAT, charges for freight, unloading, installation, delivery and/or travel expenses, waiting/delays due to force majeure, storage, insurance, taxes, excises, fees, duties or other government charges related to the Products. Unless indicated otherwise, the total price of Product and Services might be subject to revision resulting from alterations in the cost of labour, material, exchange rate variations or any other relevant modification.

(b) Payment. Payments due to Vision-Box are to be made, without retention, within 30 days of the date of the relevant invoice or such other period as may be stated on the invoice. The payments cannot be retarded, under any pretext, even in case of litigation. Payment will be considered done when the funds are cleared in the Vision-Box’s nominated bank account.

(c) Late Payments. If the CLIENT does not pay the invoices within the established payment deadlines referred to above in 4 (b), Vision-Box is entitled to: (i) charge default interest, as per the maximum percentage permitted by law, notwithstanding any other compensations that Vision-Box may have a right to according to the law or any contractual document; (ii) claim, from the CLIENT, all costs relating to any action taken by Vision-Box to recover money due from the CLIENT including any legal costs; (iii) cease all work remaining to be performed by Vision-Box and terminate any agreement in relation to delivery of Products and Services that have not been delivered prior to the CLIENT’s default.

(d) Invoice. If the CLIENT intends to dispute all or any portion of an invoice, it must within five (5) days from the receipt of the invoice, deliver a written notice to Vision-Box stating the disputed amount and the basis for the dispute. In case CLIENT disputes a portion of the invoice, it must pay the undisputed portion in accordance with Article 4 (b). If the dispute is resolved in favor of Vision-Box, the CLIENT must pay the invoice or the remainder of the invoice, plus any accrued interest on the late payment.

(e) Suspension/Termination Right. Vision-Box may suspend immediately the Services and manufacturing and/or shipment of Product if an undisputed invoice is more than fifteen (15) days past due. Vision-Box may terminate immediately the Agreement if an undisputed invoice is more than thirty (30) days past due. Unless otherwise prohibited by law, Vision-Box may also terminate the Agreement immediately in the event of a material adverse change in the CLIENT’s financial condition, including, but not limited to bankruptcy, insolvency, or liquidation.

(f) Design. On the date of award, the CLIENT acknowledges and accepts the required and inherited benefits delivered through the design or solution architecture of the Products, software, implementation, operation tools, and processes already developed and embedded in it. There may be further bespoke design already delivered through a proof of concept or proof of value before award and/or there may be further bespoke design post-award as required and agreed with the CLIENT.

5. CANCELLATION. Unless otherwise agreed by the Parties in a signed document, the CLIENT is liable for the cancellation charges of an order already placed to Vision-Box, including without limitation: (i) the full payment of the total amount of such order; (ii) payments due to subcontractors which cannot be: (1) cancelled without any payment obligation; or (2) refunded.

6. TRANSPORTATION. (a) Products will be delivered to the place or places specified in the Order and in terms cited in the proposal and confirmed in the Order Confirmation following the Incoterms applied. Unless indicated otherwise, the transport of the Products is to be carried out at the charge and the risk of the CLIENT, even when, at the request of the CLIENT, Vision-Box provides its dispatch.

7. DELIVERY. The CLIENT should examine the Products immediately after delivery and Vision-Box will not be liable for any mis-delivery, shortage, defect or damage unless Vision-Box receive details in writing within 5 (five) days, from the date of the arrival of the Products.

8. PROPERTY AND RISK. (a) Notwithstanding delivery and/or installation of Products, title in any products supplied and/or installed will remain with Vision-Box until the CLIENT has paid and discharged any and all indebtedness to Vision-Box on any account whatsoever including all applicable sales taxes, levies and duties. (b) For the Products, Vision-Box's warehouses will be considered to be the location of shipment with risk of loss or damage passing to the CLIENT at that point. Wherever the location is, the CLIENT is always responsible for all transportation, insurance and related expenses.

9. DEADLINE OF THE DELIVERY. (a) The delivery period will start according to the milestones stated in the Order and/or proposal, and as long as the Product to be supplied is completely defined in technical terms and any advance payments defined in the proposal have been carried out. In case of failure in the fulfilment of this last point, Vision-Box reserves the right to, at any moment and without prior notification, cancel the provisioning, reconvert or alter the destination of the material. Vision-Box reserves the right to carry out partial deliveries and to invoice these deliveries separately. The indication of delivery periods is understood to be subject to confirmation. The provisioning is considered to be fulfilled once the CLIENT is communicated to by any form that the merchandise is ready to be delivered and/or dispatched. (b) Any cost arising from the delay in implementation of the Products and or the provision of the Services that is due to the CLIENT, will be borne entirely by the CLIENT. Vision-Box will inform the CLIENT, providing a detailed accounting of the costs incurred, and will bill the CLIENT. Every time is possible, the CLIENT will be informed in time to take preventive measures to avoid such costs. (c) Any performance, milestones or completion dates are estimated dates only. Vision-Box shall not be liable for any loss or expense incurred by the CLIENT or CLIENT's customers if Vision-Box fails to meet any such dates.

10. FORCE MAJEURE/DELAYS. The delivery period can be extended for justified reasons, or due to factors beyond control, regardless of whether such factors started before, at the same time or after the issuance of Vision-Box proposal, including but not limited to: acts of God, inclement or unusually severe weather conditions, strikes, labor shortage or disturbance, accident, war or civil disturbance, delay of carriers, cyber-attacks, terrorist attacks, failure of normal sources of supply, or acts or inaction of government, mobilization, lock-out, epidemics, pandemics, fire, flooding, closure or interruption of the service in our warehouses, workshops or factories or on the part of our suppliers, interruption or delays in transports, import or export restrictions, and in general any uncontrollable or unpredictable cause. The time of performance will be extended by a period equal to the length of time it takes to overcome the effect of the event. Vision-Box will notify the CLIENT within a reasonable time after becoming aware of any such event. If there are force majeure delays exceeding (3) months or more in the aggregate, Vision-Box may terminate the Agreement pursuant to Article 4 (f).

11. INDEMNITY. (a) Vision-Box and the CLIENT (each as an "Indemnitor") shall indemnify, hold harmless and defend the other ("Indemnitee") from and against all third party claims alleging bodily injury, death or damage to a third party's tangible property, but only to the extent caused by the Indemnitor or its subcontractor's negligent acts or omissions. If the injury or damage is caused by the parties' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of negligence.

(b) Indemnitee shall provide the Indemnitor with prompt written notice of any third-party claims covered by this Article. Vision-Box shall have the unrestricted right to select and hire counsel, and the exclusive right to conduct the legal defense and/or settle the claim on the Indemnitee's behalf. Indemnitee shall not make any admission(s) which might be prejudicial to Indemnitor and shall not enter into a settlement without the express permission of Indemnitor.

(c) CLIENT is fully responsible for any damages or loss suffered by Vision-Box caused by contamination of the Product or by improper packaging of the Product to be delivered back to Vision-Box for warranty, as well as of the damage or loss derivatives.

12. WARRANTIES

Vision-Box Products and Services Standard Terms and Conditions of Sale

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(a) Warranties. Vision-Box warrants that: (i) it will perform the Services in a professional and workmanlike manner; (ii) to the best of its knowledge, each Product is free from defects in material and workmanship; (iii) each Product materially conforms to Vision-Box specifications that are attached to, or expressly incorporated into the Agreement; and (iv) at the time of delivery, Vision-Box has title to each Product free and clear of liens and encumbrances (the "Warranties"). The Warranties do not apply to software furnished by Vision-Box.

(b) Remedies. If the Services or Product fail to meet the warranty standards set forth in Article 12(a) within the applicable Warranty Period defined in Article 12(c), and the CLIENT promptly reports such non-conformance to Vision-Box during the above mentioned Warranty Period, Vision-Box shall at its own expense (i) for Services, re-perform the relevant Services or, in Vision-Box' sole discretion, refund CLIENT the pro rata portion of the fees paid to Vision-Box under the Agreement allocable to the nonconforming Services; and (ii) for Product, at Vision-Box' discretion, repair or replace the Product, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. The warranty on repaired or replaced Product, Services or parts is limited to the remainder of the original Warranty Period.

The repair, modification or substitution of spare parts during the Warranty Period do not lead to, under any circumstances, its extension.

(c) Warranty Period. Unless explicitly stipulated otherwise, Vision-Box concedes a guarantee against factory faults which necessarily result from the normal use of the Products for the maximum and non-extendable period of 12 (twelve) months counting from the shipment date of the Products or the date in which the material is at the disposition of the CLIENT, who must provide written notice of any claims for the alleged faults. Additionally, absent written notice within the applicable Warranty period, any use or possession of the Product after expiration of the applicable Warranty period is conclusive evidence that the applicable Warranties have been satisfied.

(d) Conditions to the warranties. The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Product other than by Vision-Box or its authorized representatives or, at least, without the prior authorization, in writing, of Vision-Box; (ii) CLIENT handling, using, storing, installing, operating and maintaining the Product in compliance with any parameters or instructions in any specifications attached to, or incorporated into the Agreement, (iii) CLIENT discontinuing use of the Product after it has, or should have had knowledge of any defect in the Product; (iv) CLIENT providing prompt written notice of any warranty claims within the Warranty Period; (viii) Product not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (ix) CLIENT not being in default of any payment obligation. For breakdowns in the Products which are proven to be found in the situation described above, Vision-Box will ensure the repair and the repositioning in functional order in its factory installations, without any costs to the CLIENT. As an alternative, the costs which result from eventual transport and subsequent applied technical labour will be supported by the CLIENT.

(e) Exclusions from warranty coverage. The Warranty does not include the following: breakdowns, deteriorations, accidents or other anomalies which are, directly or indirectly, provoked or aggravated by the negligent use of the Products, or as a result of the failure to observe the working and safety instructions and rules, as well as due to the failure of appropriate maintenance or any other circumstance imputable to the CLIENT. In case of doubt, a technical professional credited by Vision-Box will be responsible for the evaluation of the situation, with the eventual costs which result from this to be charged to the CLIENT.

(f) Period after the warranty. Outside of the Warranty period, Vision-Box will not ensure the technical assistance of the Products, unless there is a Support and Maintenance Agreement between the Parties.

(g) THE WARRANTIES IN THIS ARTICLE 12 ARE VISION BOXS' SOLE AND EXCLUSIVE WARRANTIES AS TO VISION-BOX PRODUCTS AND SERVICES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN ARTICLE 13 BELOW. VISION-BOX MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

13. LIMITATION OF LIABILITY. (a) To the maximum permitted by the applicable Law, except for fraud, violations of and Intellectual Property Rights clause and of Confidentiality clause, in no event shall Vision-Box be liable under any claim, cause of action, or action arising under or relating to the Agreement, regardless of whether arising under contract, tort (including negligence), strict liability or otherwise, and regardless of whether such party had reason to know or should have known the possibility of such damages, to the other Party for any indirect damages, including loss of profits, or for special, liquidated, punitive, collateral, multiple, incidental, indirect, exemplary, or consequential damages of any kind of nature. (b) Vision-box' maximum liability under the Agreement, shall not exceed the total booked value received by Vision-Box under the Agreement. (c) CLIENT agrees that the exclusions and limitations in this article 13 will prevail over any conflicting clause in this Standard Terms and Conditions and must be given full force and effect.

14. INTELLECTUAL PROPERTY. Copyright in any Software, specifications, manual, training documents, sales documentation, drawing, technical description and other documents that may be supplied by Vision-Box under or in connection with a Confirmed Purchase Order and any and all intellectual property rights, title and interest in the design of any part of the Products and/or any part of the Accessories, whether such design be registered or not, shall vest in Vision-Box absolutely. Any data, patent, copyright, proprietary right or confidentiality, know how or trademark is the confidential proprietary information of Vision-Box and all intellectual property rights, title and interest in same shall remain solely with Vision-Box and its third-party vendors (as the case may be). Therefore, no right, title or interest is transferred to the CLIENT by the Agreement in the names, trademarks, trade secrets, patents, pending patents, expertise, copyright and other intellectual property rights relating to the Products. In particular, to the extent that software is embedded in a Product, the sale of such Product shall not constitute the transfer of ownership rights or title in such software to the CLIENT, but, subject to the provisions set forth herein, shall only imply a non-exclusive and non-transferable, revocable, limited to a territory and for the term of the Agreement, license to the CLIENT under Vision-Box's intellectual property rights incorporated in the Products (i) to use such software in conjunction with and as embedded in the Products as supplied by Vision-Box, and (ii) to use such Product in or in conjunction with products of the CLIENT. Except if explicitly otherwise provided in writing, CLIENT shall not be granted any license, either directly or indirectly, by implication, estoppel, or otherwise, to any patent, trade secret, copyright and/or any other intellectual property right of Vision-Box. The CLIENT shall not make any use of the Information other than for the purpose of the Agreement or, as the case may be, installing, operating and/or maintaining the Products. Vision-Box retains and shall retain full ownership of all inventions, designs and processes made prior to or during the course of performance of any Agreement resulting therefrom.

15. USE OF TRADEMARK. The CLIENT agrees to provide Vision-Box permission to use their name, logo, or any other trademarks for reference purposes only.

16. CONFIDENTIALITY. A Party (Receiving Party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are disclosed to the receiving party by the other Party (Disclosing Party), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business, its products or its services which the Receiving Party may obtain. The Receiving party shall only disclose such confidential information to those of its employees, agents or subcontractors who need to know the same for the purpose of discharging the Receiving Party's obligations under the Agreement, and shall ensure that such employees, agents or subcontractors shall keep such information confidential. The Receiving Party may also disclose such of the Disclosing Party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

17. DATA PROTECTION. Each Party shall comply with its obligations under all applicable data protection laws in respect of the services to be provided under the Agreement. Each Party agrees in respect of any such personal data supplied to it by the other Party that it shall: (a) only act on instructions from the other Party regarding the processing of such personal data under the Agreement and shall ensure that appropriate technical and organizational measures shall be taken against unauthorized or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data; and (b) comply with any reasonable request made by the other Party to ensure compliance with the measures contained in this clause. The CLIENT is aware and acknowledges that personal data may be processed and retained when necessary for the fulfillment of obligations and the exercise of specific rights, according to Vision-Box's Internal Data Protection & Privacy Policy.

18. SURVIVAL. The Articles entitled "Intellectual Property," "Limitation of Liability," "Indemnity", "Confidentiality", "Property and Risk", "Data Protection" and "Compliance" survive any termination, expiration or cancellation of the Agreement.

19. SITE SAFETY. The CLIENT shall comply with all federal, state, and local safety regulations and standards applicable to the Site and to the equipment and/or product on which Vision-Box will perform the Services. Vision-Box shall not be obligated to commence or perform Services unless the CLIENT's Site complies with all applicable safety requirements. In the event the CLIENT's Site safety is non-compliant, Vision-Box may suspend the Services until such time as the CLIENT corrects the non-compliance. To the extent Vision-Box incurs additional time and expense as the result of the CLIENT's non-compliance, Vision-Box shall be entitled to an equitable adjustment in the schedule, price and other affected provisions of the Agreement.

20. COMPLIANCE WITH LAWS. The parties agree to comply with all applicable laws and regulations.

21. NON-WAIVER. Any waiver by a Party of strict compliance with this Standard Terms and Conditions must be in writing, and any failure by the Parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.

22. NON-SEVERABILITY. Any provision of the Agreement which is held invalid or unenforceable shall not affect the validity or enforceability of any other provision hereof; in the event that any provision is held invalid or unenforceable, the Parties shall make every effort to mutually agree to a new provision in regard to the same subject.

23. MODIFICATION OF TERMS. Vision-Box may modify these Standard Terms and Conditions at any time without notice, by posting the updated version at <https://page.vision-box.com/terms-and-conditions-of-sale>. The Standard Terms and Conditions version in force at the time you place your Order shall govern your purchase, unless otherwise stated in additional terms and conditions.

24. ASSIGNMENT. Neither Party shall be entitled to sell, assign or transfer any of its rights, interests or obligations resulting from the Agreement without the prior written consent of the other Party which shall not be unreasonably withheld.

25. APPLICABLE LAW AND JURISDICTION. The Agreement is governed by and construed in accordance with the laws of Portugal, without regard to its conflict of laws principles. Notwithstanding the use of arbitrage when especially determined by the Parties, it is of the competence of the jurisdiction of the *Comarca de Lisboa* (Lisbon Courts) to resolve any litigation with the explicit renouncement of any other.

Note: The context of the certification of Vision-Box's Quality Management System applies to the development, commercialization, installation, placement in service and after-sales assistance of integrated communications and information technology solutions.