

SPECIFIC TERMS OF DELIVERY

1. Applicability

- 1.1. These terms apply to all offers and all agreements that Jora Vision LBE B.V. (hereinafter: "JVLBE") enters into, and to all agreements that may result therefrom.
- 1.2. General conditions of the customer shall not apply and are expressly rejected. If and in so far as the customer's conditions nevertheless apply to agreements with JVLBE, the conditions of JVLBE shall prevail.
- 1.3. In the event of contradictions in contractual provisions, the following order of priority shall apply:
 - a. Order confirmation of assignment (purchase order).
 - b. Specific Terms of Delivery of JVLBE for RemarkaBall.

2. Offers

- 2.1. All offers shall be without obligation.
- 2.2. If a customer makes information, drawings and so on available to JVLBE, then JVLBE can assume that they are accurate and shall base its offer on them.

3. Intellectual property rights and other property rights

- 3.1. Ownership by JVLBE; Unless agreed otherwise, RemarkaBall concept and all of its encompassing software, hardware, working drawings, illustrations, prototypes, models, moulds, designs, concept sketches, films and other materials or (electronic) files created by JVLBE in the context of RemarkaBall shall remain the property of JVLBE.
- 3.2. Artist Impressions; No rights may be derived from an Artist Impression created by JVLBE unless explicitly referred to in our agreement.

4. Usage and licence

- 4.1. We grant a perpetual, non-exclusive, non-transferable license to use RemarkaBall for this specific project. Should the client wish to geographically displace these specific RemarkaBall works to another location, this is permitted and must be communicated with JVLBE. However, to guarantee the proper functionality of RemarkaBall this is not recommended and such works will impact the warranty when carried out by a third party, and not by Jora Vision.
- 4.2. Broader use; Without prior written approval from JVLBE, the customer shall not be entitled to any use of the design that is broader than the use agreed.

- 4.3. Changes; Unless agreed otherwise, the customer is not permitted to make changes (or have changes made) to the provisional or definitive designs without written permission from JVLBE.
- 4.4. Jora Vision reserves the right to communicate its involvement in the project on social media and other platforms.

5. Delivery time

- 5.1. In case of conditions other than those that were known to JVLBE when it determined the delivery time, JVLBE can extend the delivery time to include the time required to carry out the assignment under these conditions. If the work cannot be fit into JVLBE's schedule, the work will be completed as soon as scheduling permits.
- 5.2. In the case of the Client experiencing delay additional storage and travel costs may apply.
- 5.3. In case of additional work, the delivery time can be extended to include the time that is required to deliver the materials and parts required to do so (or to have them delivered) and to carry out the additional work. If the additional work cannot be fit in JVLBE's schedule, the work shall be completed as soon as the schedule permits and the delivery time shall be extended correspondingly.
- 5.4. If work is impossible owing to weather conditions, the delivery period shall be extended for the term of the delay that has occurred as a result.

6. Force Majeur

- 6.1 JVLBE shall not be liable for any delay or failure in performance of any part of this agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, terrorism, strike, pandemic, embargo, governmental action, or any other cause beyond the control of the party claiming force majeure. In such event, the party affected by force majeure shall promptly notify the other party and use reasonable efforts to resume performance as soon as practicable.

7. Changes in the work

- 7.1. Changes to the work result in additional or reduced work where the information supplied by the customer does not correspond with the reality on site.
- 7.2. Additional work shall be calculated based on the value of the price determinants applicable at the time when the additional work was carried out.

8. Performance of the work

- 8.1. All works that are not included in the scope of work outlined in the order confirmation are excluded.
- 8.2. The customer shall ensure that JVLBE can carry out its activities without interruption and at the agreed time and that, in the execution of the work, JVLBE has access to the requisite facilities for the account and risk of the customer, such as: a stable WAN (ethernet) connection, water and electricity; heating; a lockable, dry storage space; and facilities prescribed pursuant to the current health and safety and fire regulation, and other building related licenses and regulations.
- 8.3. The customer is liable for all damages resulting from theft, burning or harm from tools, materials and other items belonging to JVLBE that are located on the site where the activities are carried out.
- 8.4. If the customer fails to discharge his obligations as referred to in the previous paragraphs and the work is delayed as a result, the work shall be carried out as soon as JVLBE's schedule permits this. Additionally, the customer shall be responsible for all damages resulting from this for JVLBE.
- 8.5. Estimates, quotes, schedules, are based on normal working days and working hours according to our company standards. This means that in general work will be carried out on Monday to Friday between 07:00 and 21:00 (local time).
- 8.6. Technical design: All electrical designs will be engineered to meet the Dutch NEN1010 norm. When no level of ingress protection is specified by the customer, we will design for IP20.

8.7. Unless otherwise specified in writing, RemarkaBall meets the following conditions during transport, storage, installation, commissioning and after handover:

- Temperature: 10° to 35°C with a maximum temperature gradation of 20°C per hour.
- For altitudes above 900m, the maximum operating temperature is derated 1°C/300m
- Relative humidity: 20% to 70% (noncondensing) with a maximum humidity gradation of 10% per hour, and 26°C maximum dewpoint.
- Equipment must be in a place free of any kind of dust, debris, moisture, and foreign objects.
- Equipment must be protected from elements like rain, snow, wind, fire, etc.
- Equipment must not be exposed to any kind of chemicals, either solid, liquid, or airborne.
- Equipment must not be exposed to airborne substances, like dust, sand, salt, etc.
- Maximum vibration: 0.26 Grms at 5Hz to 350Hz for 15 min.
- The electrical system, unless otherwise agreed upon in writing: TT system or TN system.
- AC Voltage, unless otherwise agreed upon in writing: 230Vac +/- 10% at 50 or 60Hz.
- The air-conditioning/HVAC system should be in full operation during installation, commissioning, and operation.

9. Completion of the work

- 9.1. Once JVLBE believes that the work has been completed, they will invite the customer for a handover and to inspect the work on a specific date and time during the installation period. During this handover, every element of the delivered work will be discussed and signed off accordingly.
- 9.3. If the customer does not approve the work, he shall once again grant JVLBE the opportunity to complete the work.

10. Liability

- 10.1. JVLBE is liable for damage that the customer suffers and that is the immediate and exclusive consequence of a failure attributable to JVLBE.
- 10.2. Trading loss or any other consequential loss, including for example stagnation losses and lost profits shall not qualify for compensation.
- 10.3. The customer shall indemnify JVLBE against all third-party claims due to product liability ensuing from a defect in a product or system that has been delivered by the customer to a third party and that consisted (or consisted in part) of products and/or materials delivered by JVLBE.

11. Warranty

11.1. JVLBE offers a 12-month warranty on its interactive minigolf product, RemarkaBall upon delivery on location. During this period JVLBE will resolve hardware or software related issues that fall within the scope of work. Software related issues can be handled remotely on the condition that the Client has a stable and cabled internet connection. This warranty covers any defects in materials and workmanship, as well as any malfunctions that arise due to normal use. If a customer encounters any issues with RemarkaBall that fall within the scope of work within 12 months of the purchase date, they should contact JVLBE's customer service team to initiate a warranty claim:

A: remarkaballsupport@lagotronicsprojects.com

B: service@joravision.com

11.2. Upon receiving the claim, JVLBE will promptly assess the issue and provide a resolution plan. This may involve repairing or replacing the defective component(s) at no cost to the customer. Please note that the warranty does not cover any damage caused by improper use or handling, such as vandalism or mishandling of the product.

11.3. If the agreed performance consists of the carrying out of contracted work, JVLBE shall guarantee the soundness of the delivered construction and the materials used in the construction provided that JVLBE was free to choose such materials. If it is established that the supplied construction and/or the materials used are unsound, JVLBE shall repair or replace them.

11.4. If the agreed upon performance consists (or consists in part) of the installation and/or assembly of an item of goods, JVLBE guarantees the soundness of the installation and/or assembly.

11.5. The customer must in all cases grant JVLBE the opportunity to repair the defect or to carry out the processing once again.

11.6. In some cases we may require support from the client, e.g. software related issue may require an employee to support by being on standby during the remote assistance, small parts requiring replacement will be shipped with instructions on how to assemble .

11.7. The customer may invoke the warranty only after he has complied with all his payments to JVLBE. No warranty will be given for faults that arise from: normal wear and traces of use as a result of being made available to the public; improper use; maintenance being carried out by third parties (or not being carried out properly); installation, assembly, alterations or repairs by the customer or by third parties. Normal wear and tear may include things like scratches, scuffs, or minor damage to the surface of materials as well as gradual wear and tear on the hardware components due to regular use. Normal wear and tear does not include any damage caused by misuse, neglect or accidental damage. If a component fails due to something like accidental damage, misuse or exposure to

environmental factors (like moisture or extreme temperatures) it would not be considered normal wear and tear and may not be covered by the warranty.

- 11.8. For an exhaustive and project-specific description of the warranty and the service we provide including exclusions, escalation, preventative service contracts, etc. please refer to the document attached "RemarkaBall Service & Warranty" which prevails.
- 11.9. Extending the warranty by an additional 12 months is possible for 5% on top of the final project sum, please refer to RemarkaBall Service & Warranty for more information.

12. Payment

- 12.1. Payment shall be made to a bank account designated by JVLBE.
- 12.2. If the customer fails to pay within the specified period, he shall be deemed to be immediately in default. In that case, JVLBE has the right to demand immediate payment of all payment terms and to dissolve the agreement and recover their loss from the customer.
- 12.3. Immediate payment in full can be required when:
 - A. a payment term is exceeded;
 - B. the customer is declared bankrupt or applies for suspension of payment;
 - C. the customer's goods or claims are seized;
 - D. the customer (company) is dissolved or put into liquidation;
 - E. the customer (natural person) is placed under legal restraint or dies.
- 12.4. If JVLBE is held to be in the right in legal proceedings, all costs that they have incurred in connection with the proceedings shall be borne by the customer.

13. Retention of title and right of lien

- 13.1. After delivery, JVLBE shall remain owner of delivered goods as long as the customer:
 - A. fails or shall fail to meet its obligations under this agreement or other similar agreements;
 - B. does not pay or shall not pay for work carried out or to be carried out under such agreements;
- 13.2. As long as there is a retention of title on the goods supplied, the customer may not encumber them.
- 13.3. After JVLBE has invoked its retention of title, it can take back delivered goods. The customer shall grant JVLBE access to the location where these goods are located.
- 13.4. If JVLBE is unable to invoke its retention of title because the delivered goods have been mixed with other goods, deformed or acquired by accession, the customer shall be obliged to grant JVLBE a lien on the newly created goods or to offer another suitable form of security.

14. Applicable law and choice of forum

- 14.1. These general conditions of JVLBE and any agreement made between JVLBE and its customer are governed by Dutch law.
- 14.2. The Vienna Sales Convention (CISG) shall not apply, nor shall any other international regulation of which exclusion is permitted.
- 14.3. All disputes shall be submitted to the competent court in the district in which JVLBE has its registered office, unless this is in conflict with mandatory law. JVLBE may deviate from this rule of jurisdiction and apply the statutory rules governing jurisdiction.
- 14.4. The parties can also consent to another form of dispute resolution, such as arbitration or mediation.
- 14.5. In the event of disagreement on the interpretation of these general conditions, the English text is binding and shall prevail over any translation in another language.