

GENERAL TERMS AND CONDITIONS OF NOBI

Part I. Prior warnings

1. The Lamp is neither a medical device nor an accessory for a medical device. The primary functions of the Lamp are fall detection and lighting; other possible functions of the Lamp are secondary.
2. The Lamp does not replace or support a medical device or an accessory for a medical device that prevents or inhibits falls.
3. The Lamp does not replace or support medication that prevents or cures falls.
4. The Lamp is not designed to save lives. The Lamp does not eliminate the risk of falling.
5. The Customer should not rely solely on the Lamp to mitigate the End User's risk of falling. The Customer must take additional measures to mitigate the End User's risk of falling, including removing obstacles in the room.
6. If the End User experiences medical problems, they should seek further help, e.g. medical assistance and/or care facilities.
7. The Lamp works with infrared, radio frequency and audiovisual detection technology.
8. The Customer must strictly follow the instructions in the manual relating to installation and use of the Lamp and to interference with other products and/or services.
9. If the Customer does not follow the instructions regarding the installation and use of the Lamp and the instructions regarding interference with other products and/or services in the manual, the Lamp will not function properly.
10. When installing and using the Lamp, the Customer must provide correct and sufficient information (e.g. the building's electrical drawings, infrastructure or defects in the building). The Customer is solely responsible for the accuracy and completeness of the information.
11. The Customer must ensure an uninterrupted supply of electricity and a strong and stable WiFi connection. If the Lamp is not properly connected to the mains and/or the WiFi network, and/or if the mains and/or WiFi network is/are faulty, the Lamp will not function properly. If a WiFi connection is not available, the Customer must notify Nobi.
12. The Lamp is not a substitute for public emergency services such as the emergency telephone number 112. If the Customer is able to contact a public emergency service, they should do so.
13. If the Customer has any questions or complaints about the Lamp, they can contact support@nobi.life (for questions) and klachten@nobi.life (for complaints).

Part II. General

1. Definitions and interpretation

- 1.1. 'Agreement': the agreement entered into by Nobi and the Customer, consisting of the Special Terms and Conditions, these General Terms and Conditions, (as the case may be) the General Leasing Terms and Conditions, the Usage Licence, the Consent Form (including the Privacy Policy) and the appendices to the aforementioned instruments.
- 1.2. 'App': the Nobi user Software application, through which the End User interacts with the Lamp.
- 1.3. 'Brand': any brand registered by Nobi, anywhere in the world, whether prior to, during or after the end of the Agreement.
- 1.4. 'CEL': the Belgian Code of Economic Law.
- 1.5. 'Commissioning Date': the date on which the Lamp is fully installed at the Borrower's premises.
- 1.6. 'Consent Form': the informed consent form (including Nobi's privacy policy) regarding use of the Customer's Personal Data and, if different from the End User, the End User's Personal Data.
- 1.7. 'Consumer': the consumer in the sense of art. 1.1.2° CEL.
- 1.8. 'Customer': the Consumer or Enterprise that enters into an Agreement with Nobi.
- 1.9. 'Emergency Call Centre Subscription': the Service in which a connection is established with an emergency call centre so that this emergency call centre can be notified when the End User of the Lamp falls.
- 1.10. 'End User': the natural person who uses the Lamp's functions; they may or may not be the Customer.
- 1.11. 'Enterprise': any natural person who is self-employed in a professional capacity; any legal person; or any other organization without legal personality.
- 1.12. 'Force Majeure': any event or circumstance which prevents or impedes a Party from fulfilling one or more of its contractual obligations under the Agreement, if and to the extent that the Party affected by the impediment proves (a) that such impediment is beyond its reasonable control; (b) that it could not reasonably have been foreseen at the time of entering into the Agreement; and (c) that the consequences of the impediment could not reasonably have been avoided or overcome by the affected Party. If a Party to the Agreement fails to fulfil one or more of its contractual obligations due to the default of a third party it has engaged to perform the Agreement, in whole or in part, the affected Party to the Agreement may invoke Force Majeure only to the extent that the above requirements in this definition of Force Majeure are met for both the Party to the Agreement and the third party. Subject to

proof to the contrary, the following events or circumstances affecting a Party shall be deemed to meet requirements (a) and (b) above in this definition of Force Majeure, and the affected Party need only prove that requirement (c) has been met: (1) war (declared or not), hostilities, invasion, occupation, military mobilisation; (2) civil war, revolt, rebellion, revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; (3) currency and trade restrictions, embargo; (4) lawful or unlawful act of government, expropriation, seizure of works and/or assets by the government, nationalisation; (5) epidemic (without prejudice to the provisions below in this Article); (6) natural disaster or extreme natural phenomena (e.g. earthquake); (7) explosion, fire, prolonged failure of energy, transport, telecommunication and information systems; (8) strike or lock-out. The COVID-19 pandemic does not automatically meet requirements (a) and (b) above and does not automatically constitute Force Majeure; each government or other measure taken in the context of the COVID-19 pandemic must be assessed as to whether it meets criteria (a) through (c) as stated in this Article.

1.13. 'GDPR': the General Data Protection Regulation (EU) 2016/679 of 27 April 2016.

1.14. 'General Terms and Conditions': Nobi's general terms and conditions, including the Appendices.

1.15. 'Installation': installing the Lamp at the Customer's premises, connecting the Lamp to the Customer's WiFi network, and activating the Lamp in the Platform (also called *'onboarding'*).

1.16. 'Intellectual Property': patents, trademarks, rights in design, copyrights (including software rights), rights in trade secrets, rights in know-how, database rights (whether or not any of these is registered or unregistered), all applications for the same, all other intellectual property rights and all rights or forms of protection of an equivalent or similar effect to any of the foregoing which may subsist anywhere in the world.

1.17. 'Lamp': the lamp designed, developed and commercialized by Nobi, with fall detection as its primary purpose, regardless the different versions and designations thereof (Nobi Lamp, Nobita Lamp, Nobi Uno Lamp, among others), including the embedded Software, relais and input module.

1.18. 'Nobi': Nobi NV, a limited company incorporated under Belgian law, having its registered office in 2018 Antwerp (Belgium), Generaal Lemanstraat 47 box 5, with enterprise number 0849.279.441, with email address support@nobi.life.

1.19. 'Order Form': the part of the Agreement containing the Special Terms and Conditions, e.g. on an accepted quotation.

1.20. 'Party': a party in the Agreement.

1.21. 'Personal Data': personal data as defined in the GDPR.

1.22. 'Platform': the Nobi Software platform (with database) that connects the App, the Software and the Lamp, and as a result processes data (including Personal Data).

1.23. 'Pre-Contractual Information Document': the pre-contractual information document containing, on the one hand, the information referred to in art. VI.2, art. VI.46 and art. VI.64 CEL and, on the other hand, additional explanations regarding the Lamp, the price, the possible settings and information regarding the processing of Personal Data, which, insofar as required by law, has been transmitted to the Customer prior to the date of signature of the Contract with the Customer who is a Consumer.

1.24. 'Services': the services or works performed by Nobi on behalf of the Customer as determined and described in the Agreement, e.g. Installation of the Lamp, Emergency Dispatcher Subscription, and/or the services provided within the scope of the execution-Usage Licence.

1.25. 'Software': the Nobi software, including the App and the Platform, all applications, components, and/or creations of information therein, that enable advanced data processing and allow interaction between the Lamp, the App and the Platform, including Updates and Upgrade.

1.26. 'Special Terms and Conditions': the agreements between Nobi and the Customer containing the specific agreements concerning the object and price of the Agreement, as contained in the Order Form, e.g. type and number of Lamps that the Customer is purchasing.

1.27. 'Standard Form Withdrawal from Distance Selling': the form by which the Customer who is a Consumer can exercise their right as stipulated in art. VI.47 CEL, as attached as [Appendix 1](#).

1.28. 'Standard Form Withdrawal from Off-Premise Contract': the form by which the Customer who is a Consumer can exercise their right as stipulated in art. VI.69 CEL, as attached as [Appendix 2](#).

1.29. 'Update': any error correction (bug fixing) in the Software and/or any limited release, modification, amendment, revision and/or improvement of the (existing operation and functionality of the) Software (so that it remains fully functional and state of the art).

1.30. 'Upgrade': any major release, new version, modification and/or improvement to the Software (including new features added in addition to any error corrections and improvement of the existing operation and functionality of the Software).

1.31. 'Usage Licence': the right to use the App, subject to the conditions and modalities set out in a separate usage licence agreement.

1.32. 'Workday': Monday through Friday, from 9 am to 5 pm (Belgian time), excluding Saturdays, Sundays and Belgian legal holidays.

1.33. In addition to the terms above, other terms may be defined in the General Terms and Conditions. When used with a capital letter, they will have the meaning ascribed to them in the General Terms and Conditions.

1.34. A reference to an Article or an Appendix is a reference to an article or appendix to these General Terms and Conditions, barring any explicitly divergent provision.

1.35. Terms defined in the singular will have a similar meaning in the plural and vice versa. Terms used as a verb will have similar meanings as nouns and adjectives, and vice versa.

1.36. Headings are included for clarity and the purpose of reference in the context of these General Terms and Conditions. They are not intended for interpretation, nor will they limit the content of the General Terms and Conditions.

1.37. Terms like 'including', 'for instance', 'e.g.', 'especially' and 'such as' imply a non-exhaustive enumeration. Terms like 'with reference to', 'in particular', 'namely' and 'i.e.' imply precision.

1.38. Nobi has the right to amend these General Terms and Conditions at any time. It sends a notification thereof to the Customer. If the Customer fails to communicate their opposition to the amendment of the General Terms and Conditions within 15 days of the aforementioned notification, the new General Terms and Conditions are deemed accepted and are applicable to the Agreement with the Customer. If the Customer communicates their opposition to the new General Terms and Conditions within the aforementioned period of 15 days, the old General Terms and Conditions shall continue to apply to the Agreement with the Customer.

2. Scope

2.1. The Customer explicitly confirms that they have taken cognisance of these General Terms and Conditions and accept them unconditionally.

2.2. These General Terms and Conditions apply in their entirety to every quotation from, every Agreement with, every delivery of Products and/or provision of Services by, every invoice from, and, in general, every transaction by Nobi, unless otherwise agreed in writing with Nobi.

2.3. Parts I and II of these General Terms and Conditions apply in their entirety to every quotation from, every Agreement with, every delivery of Products and/or provision of Services by, every invoice from, and, in general, every transaction of Nobi with respect to Enterprises and/or Consumers, barring any explicitly divergent provisions in Parts III (for Nobi's transactions with Enterprises) and IV (for Nobi's transactions with Consumers).

2.4. The Customer acknowledges that the application of its own (general or special) terms and conditions is expressly excluded.

2.5. If there is any contradiction between these General Terms and Conditions and other parts of the Agreement, the other parts of the Agreement take precedence over these General Terms and Conditions.

2.6. These General Terms and Conditions apply without prejudice to the mandatory legal provisions protecting Consumers and Enterprises.

3. Orders in general

3.1. By placing an order, the Customer accepts the applicability of these General Terms and Conditions.

3.2. A binding Agreement is only established between Nobi and the Customer when Nobi receives an Order Form dated and signed by the Customer (or their agent) and Nobi subsequently accepts the Order Form in writing or by its execution.

3.3. Unless otherwise stated in the quotation, Nobi's quotations are purely informative, only imply a non-binding proposal to conclude a contract (not an offer) and are only valid for thirty (30) calendar days. Changes made to Nobi's quotations are only valid if Nobi has accepted them in writing.

3.4. In the event of problems relating to the order, e.g. in the event of attempted fraud, an incomplete or incorrect order, the provision of clearly incorrect data, non-payment of previous deliveries or refusal by the Customer's financial institution to approve the order, non-confirmation of payment by the financial institution or any (other) serious deficiency on the part of the Customer with regard to the orders in which the Customer is involved, Nobi reserves the right to suspend and/or refuse confirmation of the order and consequently delivery of the order without any explanation.

3.5. The place of delivery of the Products and Services is the place indicated on the Order Form, unless otherwise agreed in writing between Nobi and the Customer.

3.6. Nobi supplies the Products and Services exclusively in the European Union, the United Kingdom, the United States of America and Canada, unless otherwise agreed in writing between Nobi and the Customer.

4. Lamps

4.1. The Lamps are delivered as described in the Agreement or invoice.

4.2. The delivery period of the Lamps is not essential for the Customer.

4.3. The Customer is obliged to check the Lamps for any defects or non-conformity immediately upon delivery.

4.4. Nobi is in no way liable for any defects relating to (and/or cannot provide any warranty for) third-party

products, software and/or services and/or third-party modifications or extensions made to or with respect to the Lamps and/or the Software.

4.5. Software is protected as well as reasonably possible in light of the current state of technology by, amongst others, firewalls, secure login procedures, security codes, virus protection and the protection of Personal Data (without prejudice to Art. 15). However, Nobi is not responsible for the misuse of such security measures. The Customer shall inform Nobi in advance of the security regulations, guidelines or policies applicable in its building(s), branch(es) or enterprise(s). The Customer must secure the network in which the Lamp is to be installed to the best of its ability, e.g. by means of appropriate firewalls, secure login procedures, security codes and virus protection. Undisclosed regulations, guidelines or policies cannot be held against Nobi. The Customer must compensate Nobi in full for all damage in this regard and indemnify Nobi in full in principal, interest, court costs, lawyer's fees and costs for all claims by third parties in this respect.

4.6. Nobi will automatically upload any Updates to the Software in the Lamps via the Customer's WiFi network.

5. Services

5.1. Nobi shall make every effort to deliver the Services to the Customer in accordance with the Agreement, without this in any way constituting an obligation of result on the part of Nobi.

5.2. The delivery period of the Services is not essential for the Customer.

5.3. Nobi has the right to use subcontractors, external suppliers, partners or service providers to provide the Services.

5.4. Nobi is entitled to execute the Agreement in different phases and to invoice the part that has been executed to the Customer.

5.5. The Customer is always and solely responsible for all permits and authorisations required for the Services; these must be submitted to Nobi before the Services commence. The Customer is obliged to use the Services exclusively for legitimate purposes. Any damages or fines as a result of the aforementioned are payable in full by the Customer.

5.6. The Customer shall provide Nobi with all information (e.g. the building's electrical drawings, infrastructure or defects in the building) and provide the necessary cooperation in order to enable Nobi to provide the Services, facilitate their execution or avoid or mitigate risks. If the Services are to be performed in the Customer's buildings, location(s), branch(es) or enterprise(s), the Customer must provide, free of charge, all necessary infrastructure (e.g. internet) and availability of resources (e.g. staff assistance) to perform the Services, without prejudice to Art. 5.7. Any delay caused by non-delivery, defective or delayed delivery of necessary information (or the delivery of

incorrect or incomplete information) and/or (hardware and/or software) infrastructure by the Customer or third parties is not the responsibility of Nobi. Nobi is in no way liable for any (direct or indirect) damage suffered by the Customer or third parties as a result of a lack of said information or cooperation.

5.7. The Customer is obliged to inform Nobi of the presence of WiFi and electricity connections prior to the Installation of an order. The same applies if no WiFi and electricity connections are present after the Installation. If no WiFi and electricity connection is available, the necessary connections (e.g. between the Lamp and the App) and foreseen functionalities of the Lamp (in particular fall detection) cannot be realised, and the Customer waives all claims and demands against Nobi in this regard.

5.8. If the Customer takes out an Emergency Call Centre Subscription, these Services are leased to the Customer on a monthly basis. The Customer has the right to terminate the subscription at any time with a notice of one calendar month starting on the first day of the calendar month following the month in which the notice is given, and therefore coinciding with the end of a calendar month.

5.9. By accepting the Services provided, the Customer acknowledges that Nobi has performed the Services properly.

5.10. Any changes to the Services or additional works ordered by the Customer, as well as the determination of their price, require the prior agreement of both the Customer and Nobi. The consent may be proven by all legal means, e.g. by the unprotected provision of the Services by Nobi.

5.11. The Customer acknowledges and accepts that any intervention by Nobi for changes, additional work, maintenance and/or repairs within the scope of the Agreement may result in the unavailability or unusability of the Lamps, Services, the Platform and/or the App as well as any other Services during the term of such interventions, without Nobi being liable in any way for this or being liable to pay any compensation.

5.12. The Customer is obliged to use the Services exclusively for legitimate purposes and to comply with applicable laws.

6. App and Software Terms of Use

6.1. The Customer's use of the App and Software is the subject of the Usage Licence, which is part of the Agreement.

6.2. To enter into the Usage Licence, the Customer is required to download the App from the App Store (Apple) or Google Apps and then create and activate a user account in the App. As soon as the user account is activated, a connection is made to the Lamps and the Platform, in accordance with the instructions in the help function of the App, and a significant number of functionalities can be used.

6.3. If no Usage Licence is concluded, the Customer cannot use the App and the Software, and therefore cannot use a significant number of the Lamps' functionalities. In this case, the Customer waives all claims and demands against Nobi.

6.4. Nobi has the right to provide the Software with Updates, Upgrades and/or patches at any time, and may require the Customer to download and install them immediately.

6.5. In order to be able to use the App, the Customer must use hardware that is sufficiently recent and compatible with the technical requirements communicated by Nobi prior to entering into the Agreement and during the term of the Agreement.

7. Prices - payment

7.1. Unless otherwise agreed in writing, the prices for the Lamps and/or the fee(s) for the Services are determined in the Agreement. Barring any provision to the contrary in the Special Terms and Conditions, all prices and other fees charged by Nobi exclude VAT, tax charges, packaging costs and transport costs; the latter are exclusively the Customer's responsibility.

7.2. Unless explicitly agreed otherwise on the Order Form, the following payment deadlines apply:

- For the sale of Lamps without Installation: 50% upon conclusion of the Agreement and 50% upon delivery.
- For the sale of Lamps with Installation: 50% upon conclusion of the Agreement, 30% upon commencement of Installation, 20% after Installation.
- For the Services (e.g. the Usage Licence; excluding the Installation fee): monthly on the first Workday of the relevant month.
- For the sale of demo kits: 100% advance payment.

7.3. The Customer agrees to receive only electronic invoices. In any case, the payment of an electronic invoice from Nobi results in the Customer's tacit agreement to that effect.

7.4. All prices are payable in EURO.

7.5. Nobi has the right to revise its prices at any time by a maximum of 80% in the event of (i) an increase in one or more real cost price factors or (ii) an increase in government levies. At Nobi's request, the price can be revised according to the following formula: $P = p [a \times (M/m) + b \times (S/s) + c]$. The characters used represent the following price elements: P = the revised price, p = the price as initially established, S = the labour cost index, established during execution (Agoria index), s = the labour cost index, valid at the signing of the Agreement (Agoria index), M = the material cost index, established during execution (Agoria index) and m = the material cost index, valid at the signing of the Agreement (Agoria index). In the revision formula

above, the coefficients a, b and c respectively have the following fixed values: a = 0.40; b = 0.40; c = 0.20. Application of this price revision clause can never lead to a decrease in Nobi's prices.

7.6. The Customer acknowledges and accepts that Nobi's prices are subject to third-party prices charged to Nobi. The Customer accepts that Nobi has the right to pass on to them price increases from such third parties, after prior notice of such changes. If the Customer does not accept such a change, Nobi has the right to terminate the Agreement subject to a written notice of at least one (1) month. Termination pursuant to this Article does not entitle the Customer to a refund for the execution of this Agreement.

7.7. Any changes to the Services or additional work will be invoiced additionally in accordance with the (unit) prices applicable at the time of the additional assignment.

7.8. If the Customer consists of several persons (natural or legal persons), they are severally and indivisibly liable for the payments to which the Agreement obliges them.

8. Default

8.1. If payment is not made by the due date, Nobi is entitled to default interest ipso jure and without notice of default. Interest runs from the invoice's due date until the date of full payment.

8.2. If payment is not made by the due date of one or more invoices, all outstanding but not yet due invoices from Nobi to the Customer become due and payable ipso jure and without notice of default being required. The invoices that have thus become due also entitle Nobi to default interest from the due date and, if the Customer is an Enterprise, the lump-sum compensation referred to in Art. 21.2.

8.3. Nobi has the right to first apply payments to any outstanding costs, conventional flat-rate compensation and moratory interest before applying them to the outstanding principal.

8.4. Nobi has the right to offset all amounts it would owe to the Customer for whatever reason against the amounts that the Customer owes to Nobi, whether or not such amounts are due. The Customer accepts that this does not affect their legal rights.

9. Retention of title

9.1. Nobi retains title to all Lamps purchased by and possibly delivered to the Customer, even after their incorporation (incl. Installation), until such time as Nobi has received full payment (incl. VAT) of the sales price, so in principal, any interest, damages and costs.

9.2. Notwithstanding the provisions of Art. 9.1, all risks (e.g. of loss, destruction or damage) linked to the sold Lamps are transferred to the Customer as from the moment of delivery/completion.

9.3. If the Customer has not paid for the Lamps or has not paid for them in full, the Customer is prohibited from making any act of disposal relating to the Lamps, including sale, exchange, donation, loan, pawn or any other act of disposal.

9.4. If the Customer has not paid for the Lamps or has not paid for them in full, the Customer is obliged to safeguard the rights of Nobi in relation to the Lamp, e.g. by notifying creditors in writing of any enforcement measures taken on the Lamp and/or on the immovable property in which the Lamp is Installed, by informing the acquirers of commercial or personal rights to the immovable property in which the Lamp is Installed in writing of Nobi's rights, by informing Nobi in writing of the grant of commercial or personal rights to third parties to the immovable property in which the Lamp is Installed.

10. Defaults - termination of the Agreement - consequences of termination

10.1. This Article does not affect special termination arrangements between the parties, e.g. within the scope of the Usage Licence.

10.2. Nobi has the right to suspend its obligations (e.g. to deliver Lamps and/or to provide Services) with immediate effect, without owing any compensation, if the Customer is in serious breach of its obligations under the Agreement, including but not limited to a failure to pay one or more invoices in full by the due date (even within the scope of an Agreement other than the one to which the failure relates), and Nobi has given notice of default to the Customer by registered letter and the Customer has failed to fulfil his contractual obligations within a period of 15 calendar days after the postmark of the aforesaid notice of default, unless such a remedy period is meaningless in view of the nature of the contractual default. In such cases, Nobi is not liable in any way whatsoever for any (direct or indirect) damage suffered by the Customer or his customers as a result.

10.3. In the event of a serious contractual default by the Customer, Nobi also has the right to terminate the Agreement with the Customer at the Customer's expense without prior judicial intervention. Nobi can only extrajudicially terminate the Agreement with the Customer in accordance with this Article if Nobi has given notice of default to the Customer by registered letter and the Customer has failed to fulfil his contractual obligations within a period of 30 calendar days after the postmark of the aforesaid notice of default, unless such a remedy period is meaningless in view of the nature of the contractual default.

10.4. In the event of dissolution of the Agreement by Nobi at the Customer's expense, Nobi has the right to the return of the Lamps already delivered but not yet paid in full by the Customer, the right to compensation for the Services provided, and the right to (additional) damages.

10.5. Nobi has the right to terminate the Agreement with the Customer at the Customer's expense without prior

judicial intervention if it is clear that the Customer, after having been reminded to provide sufficient guarantees for the proper fulfilment of its obligations within a period of 15 days, will not perform its obligations and that the consequences of such non-performance are sufficiently serious for Nobi.

10.6. Nobi has the right to terminate the Agreement with the Customer at the Customer's expense without prior judicial intervention if the Customer's shares and/or assets are transferred to an Enterprise that directly or indirectly develops, manufactures and/or commercialises products and/or provides services that are identical to or substitutes for the Lamps or the Services respectively (*i.e.* other products related to fall detection, and Services related thereto).

10.7. Dissolution of the Agreement at the Customer's expense does not affect Nobi's right to compensation and its other rights as a result of the dissolution.

10.8. Notwithstanding specific provisions to the contrary (e.g. in the Special Terms and Conditions or in General Leasing Terms and Conditions) and provided that the Agreement is a long-term contract (e.g. for the provision of Services), Nobi has the right to terminate the Agreement with the Customer at any time with a three-month notice period.

10.9. Unless the Lamp is leased to the Customer and without prejudice to the retention of title of the Lamp, the Lamp remains with the Customer after the end of the Agreement, for whatever reason, and Nobi is not obligated to remove the Lamp from the Customer's premises.

10.10. After the end of the Agreement, for whatever reason, the Customer is not allowed to continue using the Lamp or the App in any way.

10.11. After the end of the Agreement, for whatever reason, the Customer is not entitled to a refund by Nobi of the fees, costs, taxes, etc. paid by the Customer to use the Lamp (such as electricity costs, internet costs, maintenance costs, etc.).

10.12. After the end of the Agreement, for whatever reason, provisions that by their nature continue to have effect after the end of the Agreement remain in force.

11. Defects

11.1. The primary use objective of the Lamp is fall detection and lighting. The primary use objective of the App is fall detection.

11.2. The Customer is obliged to check the sold Lamp and provided Service for defects immediately after delivery and/or Installation. Any detected visible defect must be brought to the attention of Nobi in accordance with Art. 18.4 and duly substantiated within 15 calendar days after delivery and/or Installation, without prejudice to Art. 30 in the case of sales to Consumers. In the absence of such notification, the information is considered expired and inadmissible and the Customer

is deemed to have definitively accepted the Lamp and/or Service.

11.3. For hidden defects in the Lamp, Nobli can only be addressed within the following limits: (i) Nobli must be notified of any detected hidden defect within 15 calendar days of its discovery, in accordance with Art. 18.4, with a precise description of the object of the defect and the Lamp affected by the defect; (ii) the right to bring a claim relating to a defect expires in any event after 2 years, calculated from the date of delivery and/or Installation of the Lamp. Art. 11.3 does not affect Art. 30.

11.4. Art. 11.2 and Art. 11.3 do not apply to Lamps modified by the Customer or to Lamps that have been Installed and used in a manner different from that set out in the manual that accompanies the Lamp.

11.5. Defects as referred to in Art. 11.2 and Art. 11.3 do not suspend the Customer's obligations under the Agreement (including but not limited to payment obligations), but do not affect the Customer's rights of recourse at the expense of Nobli (without prejudice to Nobli's liability limitations).

11.6. Nobli is not deemed to have knowledge of or to have taken into account the specific use that the Customer will make of the purchased Lamps and therefore cannot be held liable for this. Only the Customer is liable for the specific use they make of the purchased Lamps and/or the purposes for which they use these Lamps. Any form of warranty lapses if a defect is caused as a result of or arising from injudicious or improper use of the Lamp or the Service, a use other than for the purposes for which the Lamp or the Service is intended, improper storage or maintenance thereof by the Customer and/or third parties or if, without Nobli's written consent, the Customer or third parties have made or attempted to make changes to the Lamp or the Service.

11.7. The Customer acknowledges that this Article does not improperly exclude its legal rights if Nobli defaults. The Customer acknowledges the possibility of inspecting the Lamp and/or the Services for visible defects after delivery and/or Installation and the necessity of notifying Nobli of such defects promptly in order to limit the damage suffered by Nobli.

12. Warranty

12.1. The sale of each Lamp includes a two-year warranty on such Lamp. The two-year warranty period commences no later than the date of delivery of the Lamp or, if Nobli has Installed the Lamp, no later than the date of Installation. If a technical problem occurs within the two-year warranty period that prevents the Lamp from functioning normally, if Nobli determines that the problem with the Lamp is due to a defect, and provided that the Customer's rights have not lapsed under the other provisions of the Agreement, Nobli pledges to replace the defective Lamp with an identical or similar Lamp. To this end, Nobli will issue a return authorisation pursuant to which the Customer is authorised to send the relevant defective Lamp to the address specified by Nobli in the return authorisation;

Nobli will send a replacement Lamp to the Customer within seven calendar days after receipt of the defective Lamp. The Customer is responsible for the shipping costs of the defective Lamp; Nobli is responsible for the shipping costs of the replacement Lamp. Nobli will not accept the return of Lamps for which no return authorisation has been issued, whose packaging is damaged or which have been altered in any way. Nobli has the right to use a new Lamp or a reconditioned Lamp as a replacement Lamp, provided that the replacement Lamp functions properly. This is the only warranty offered by Nobli, without prejudice to the applicability of mandatory law provisions and without prejudice to Art. 23.

12.2. The Customer has the option of entering into an extended warranty agreement with Nobli. In that case, the provisions of the extended warranty agreement apply in addition to these General Terms and Conditions and the extended warranty agreement is an integral part of the Agreement with the Customer.

13. Liability of Nobli

13.1. Nobli is not liable for Customer errors. Nobli is not liable if the Customer has not installed or used the Lamps in accordance with the instructions in the user manual.

13.2. Nobli is only liable for its own grave error and intent or the grave error or intent of its appointees or agents.

13.3. Nobli's liability is limited to direct damage and in compliance with mandatory liability laws, including product liability laws.

13.4. Nobli is in no way liable for indirect or consequential damage, for example but not limited to damage to material or software of third parties, loss of data, loss of time, loss of customers, loss of profit, loss of revenue, increase in general costs, disruption of a business activity, claims of third parties (for example but not limited to customers of the Customer), late VAT or tax returns, reputational damage, loss of future savings, staff costs, loss of opportunities or business opportunities, loss of goodwill or any other form of economic loss.

13.5. Under no circumstances can Nobli be liable severally or *in solidum* with third parties for compensation.

13.6. Nobli is not liable if a claim is caused by third parties for which Nobli is not responsible, e.g. interruption of electricity, interruption of communication services (unless this is offered as a Service by Nobli), interruption of the WiFi connection, possible malfunctions, interruptions, viruses, errors or defects in the Customer's infrastructure or the temporary unavailability or incomplete functioning of the Customer's infrastructure.

13.7. The Customer must indemnify Nobli in full in principal, interests, court costs, lawyer's fees and costs for any claim from third parties resulting from a violation

of the Agreement by the Customer and/or incorrect Installation and/or improper use of Nobi's Lamps.

13.8. In any event, Nobi's liability towards the Customer for both direct and indirect damage is always limited to (i) the amount paid by Nobi's insurer or, (ii) if Nobi's insurer should fail to pay out, to an amount of EUR 50,000.00.

13.9. The Lamps, including the embedded Software and App, are provided as is and with any errors and defects that may be contained therein, without any warranty (express or implied), without prejudice to Art. 14 and without prejudice to mandatory statutory provisions. The Lamp is a complex product and Nobi does not guarantee that the Lamp is free from defects, viruses or other harmful code. Nobi does not guarantee any specific results.

13.10. Nobi is not liable for damage to, loss of or theft of the (hardware or software) products entrusted to it by the Customer.

13.11. Nobi is not liable for temporary unavailability of the App due to maintenance work and/or Updates to the App and/or the Software.

13.12. Nobi is not liable for damage resulting from defects of the building or of the infrastructure therein.

13.13. Every liability of Nobi is reduced as a result of liability attributable to the Customer and/or third parties appointed by the Customer.

13.14. Barring any specific provision to the contrary, Nobi only has an obligation of best efforts, without prejudice to mandatory statutory provisions.

14. Force Majeure

14.1. Nobi is not liable for the non-fulfilment, untimely fulfilment or improper fulfilment of (one of) its obligations as a result of Force Majeure.

14.2. In the event of Force Majeure, the Customer has no right to compensation on any account whatsoever against Nobi. If a Force Majeure event results in an interruption of the provision of the Services or operation of the Lamps, the execution period is legally suspended for the duration of the interruption, augmented with the time required to restart the provision of the Services or operation of the Lamps, without Nobi owing any compensation to the Customer.

15. Processing of Personal Data

15.1. Nobi takes all appropriate technical and organisational measures to ensure that processing the Customer's and End User's Personal Data complies with applicable data protection legislation, including the GDPR.

15.2. The processing of Personal Data by Nobi is governed by its privacy policy, which can be consulted at <https://nobi.life/privacy>.

15.3. If and to the extent that Nobi qualifies as a processor of Personal Data with respect to the Customer, whereby it processes Personal Data of certain data subjects (e.g. End Users, residents or tenants, customers, employees, staff members, service providers or suppliers of the Customer) by order of and for the benefit of the Customer, Nobi and the Customer will conclude a processor agreement in the sense of art. 28 GDPR.

15.4. If and to the extent that the Customer is responsible for processing Personal Data within the scope of the Agreement, the Customer shall comply with applicable data protection legislation, including the GDPR.

15.5. Prior to signing the Order Form, the Customer acknowledges having received the Consent Form and accepts its contents.

16. Intellectual Property

16.1. All Intellectual Property pertaining to or associated with Lamps, Services and/or creations developed by Nobi or brought into being in any way within the scope of fulfilling the Agreement, including but not limited to drawings, designs, plans, software (components), tools, applications, studies, prototypes, concepts, components, documentation and all materials or equipment, are the exclusive property of Nobi.

16.2. Nobi is the exclusive owner of all database rights relating to the database produced as a result of using the App, the Software and the Platform.

16.3. No provision in the Agreement can be interpreted as transferring all or part of such Intellectual Property to the Customer without prejudice to specific agreements between the Parties to the contrary.

16.4. The Customer's rights and obligations under the Agreement are in no way conditioned by or contingent upon the continuation of any specific Intellectual Right.

16.5. The Customer is not allowed to modify in any way the Software, Lamps or the software developed and/or installed by Nobi within the scope of the Agreement. Without prejudice to the mandatory exceptions established by Title 6, Book XI of the Belgian Code of Economic Law (art. XI.293/1-304 CEL), no part of the Software, Lamps or software (components) developed and/or installed by Nobi, including the source and object codes, layout and graphic representation, may be modified, copied, downloaded, uploaded, decompiled, reversed-engineered, disassembled, sold, distributed or promoted by the Customer in any way.

16.6. The Customer is not allowed to alter, remove or make unrecognisable any indication of Nobi's Intellectual Property.

16.7. The Customer is not allowed to use or register any trademark, design or domain name of Nobi or a corresponding sign in any country, anywhere in the world.

16.8. Nobi is authorised to take and maintain technical measures within the scope of the Lamps and Services. The Customer is not allowed to bypass or remove such technical measures.

16.9. The Customer guarantees that they are entitled to use the Lamps and Services and/or to use or retain data that they use or retain in any way within the scope of the Lamps and Services. The Customer shall indemnify Nobi in full and without limitation, in principal, interest, court costs, lawyer's fees and costs against all claims by third parties in this regard.

17. Confidentiality

17.1. Any information exchanged between the parties within the scope of the Agreement that is designated as confidential or that should reasonably be considered confidential must be treated as strictly confidential and may not be used for any purpose other than fulfilling the obligations within the scope of the Agreement. The Customer pledges not to copy, reproduce or modify any confidential Information and not to communicate or distribute any confidential Information to third parties without the written consent of Nobi, with the exception of appointees, subcontractors or personnel who need to have direct knowledge of it for the fulfilment of the Agreement and who have subscribed to a similar confidentiality obligation.

17.2. Neither party is obliged to protect the other party's confidential information in the sense of Art. 17.1 if this information: (i) is independently learned from the communicating party or is acquired by the receiving party, (ii) is or becomes generally known to the public without a violation of the Agreement or (iii) must be communicated as a result of a governmental obligation, a court order or a law.

17.3. The confidentiality obligation in this Article applies both for the duration of the Agreement and for five years after its termination.

17.4. The parties affirm that their personnel and appointees (including employees, subcontractors and self-employed staff members) will fully respect this confidentiality commitment.

18. General provisions

18.1. The nullity, invalidity or unenforceability of one or more provisions in these General Terms and Conditions or the Agreement will in no way affect the nullity, invalidity and/or unenforceability of the remaining provisions in these General Terms and Conditions or the Agreement. If a provision exceeds any legal limitation, the relevant provision or the relevant part thereof will not be null and void, but the parties are deemed to have agreed that such provision or the conflicting part thereof be reduced or limited to the maximum allowed under the applicable law and every provision or the part thereof that exceeds such limits shall be legally modified or replaced by a valid clause that is as close as possible to the intention of the parties.

18.2. The Customer is not entitled to transfer all or part of its rights and obligations under the Agreement to third parties without the written consent of Nobi. By contrast, Nobi has the right to transfer its rights and/or obligations under the Agreement to third parties, provided that the Customer's warranties are not diminished as a result. In such cases, this transfer will be enforceable against the Customer upon simple written notice by Nobi, after which Nobi will be released from its contractual obligations. In the event of aforementioned transfer, the Agreement remains in full force and effect between the Customer and the third party.

18.3. The Customer guarantees that the Agreement's provisions will be respected by the End User, its appointees and/or agents.

18.4. Barring any explicit provision to the contrary, all notifications to Nobi are made within the scope of these General Terms and Conditions: by sending a registered letter to the headquarters of Nobi (in which case notices take effect on the third Workday after the date of postmark of the registered letter), or (ii) by sending an email to support@nobi.life and legal@nobi.life (in which case notices take effect on the first Workday after the email was sent).

Part III. Agreements with Enterprises

19. Applicability of this section

19.1. Part III applies only to Agreements between Nobi and Customers that qualify as Enterprises.

20. Delivery period

20.1. Although Nobi makes every effort to deliver the Lamps within certain periods, circumstances may arise that make this impossible for Nobi, such as (i) the Lamps being temporarily out of stock or undeliverable, (ii) the impossibility of procuring certain components required for the assembly of the Lamps, (iii) the Customer's and Nobi's schedules do not correspond. In such cases, Nobi will contact the Customer in advance in order to work out a solution in consultation with the Customer. Unless otherwise agreed in writing, delivery periods communicated by Nobi are purely indicative and depend on the availability of the Lamps and/or the delivery thereof (or of the parts thereof) by third parties (such as the manufacturer, distributor or supplier of the Lamps). Exceeding these periods can under no circumstances be grounds for compensation or termination of the Agreement. Although Nobi makes every effort to deliver the Services within certain periods, circumstances may arise that make this impossible for Nobi, such as (i) the temporary unavailability of the Services, (ii) the Customer's and Nobi's schedules do not correspond. In such cases, Nobi will contact the Customer in advance in order to work out a solution in consultation with the Customer. Unless otherwise agreed in writing, the delivery or execution periods communicated by Nobi are purely indicative. Exceeding these periods can under no

circumstances be grounds for compensation or termination of the Agreement.

21. Default

21.1. The default interest referred to in Art. 8.1 is equal to the interest rate in art. 5 of the Belgian Law of 2 August 2002 on combating late payment in commercial transactions.

21.2. If payment is not made by the due date, Nobi has the right, ipso jure and without notice of default being required, to payment of a fixed compensation of 10% of the invoice amount not paid on time with a minimum of EUR 200.00 per invoice, without prejudice to Nobi's right to compensation for legal costs (including court costs) if judicial collection proceedings have to be conducted and without prejudice to Nobi's right to claim higher compensation subject to proof that greater damage was actually incurred.

22. Sales by the Customer to third parties

22.1. If the Customer sells the Lamp to third parties and/or provides services to third parties that are identical or similar to the Services, the Customer is obliged to conclude an agreement with those third parties containing provisions that are at least in line with the provisions of these General Terms and Conditions and other parts of the Agreement.

22.2. If the Customer concludes an agreement with a third party who is a Consumer, the Customer is obliged to respect all mandatory legal provisions applicable to agreements with Consumers (including all pre-contractual information obligations).

22.3. If the Customer sells the Lamp to third parties and/or provides services to third parties that are identical or similar to the Services, the Customer is obliged to use only appointees who have been sufficiently trained and have all the necessary knowledge and experience in the matter.

23. Compensation in case of dissolution

23.1. The Agreement relating to the Services will automatically end if the Customer is declared bankrupt or has filed for bankruptcy or protection from its creditors (the latter subject to exclusion of this possibility by the relevant legislation).

23.2. In the event of dissolution, as referred to in Art. 10.4, the compensation to which Nobi is entitled shall be estimated at a flat rate of 30% of the agreed selling price of the Lamps and the price for the Installation, the aforementioned always without prejudice to Nobi's right to claim higher compensation subject to proof that greater damage was actually incurred.

24. Applicable law and competent courts

24.1. These General Terms and Conditions and the Agreement are governed exclusively by Belgian law, with the exception of the Vienna Convention (CISG).

24.2. For any dispute that might arise between Nobi and the Customer concerning the conclusion, interpretation, execution, suspension or termination of the Agreement or these General Terms and Conditions, only the courts of Antwerp, Antwerp Division(s) have jurisdiction, without prejudice to Nobi's right to initiate proceedings against the Customer before the courts of the Customer's registered office.

Part IV. Agreements with Consumers

25. Applicability of this section

25.1. Part IV applies only to Agreements between Nobi and Customers that qualify as Consumers.

26. Remote Agreements

26.1. If the Agreement with the Customer was concluded remotely in accordance with art. I.8.15° CEL:

26.1.1. Nobi will make the pre-contractual information referred to in art. VI.45 CEL available prior to concluding the Agreement by means of the Pre-Contractual Information Document.

26.1.2. The Customer has a right of withdrawal. With a view to exercising their right of withdrawal, the Customer uses the Standard Form Withdrawal from Distance Selling.

26.1.3. Nobi is entitled to a refund of the additional costs above the cost of the cheapest standard delivery if the Customer has chosen a different delivery method for delivery of the Lamp than the cheapest standard delivery.

26.1.4. The Customer is obliged to pay the costs of returning the Lamps.

27. Agreements concluded off-premises

27.1. If the Agreement is concluded with the Customer outside Nobi's business premises in accordance with art. I.8.31° CEL:

27.1.1. Nobi will make the pre-contractual information referred to in art. VI.64 CEL available prior to concluding the Agreement by means of the Pre-Contractual Information Document.

27.1.2. The Customer has a right of withdrawal. With a view to exercising their right of withdrawal, the Customer uses the Standard Form Withdrawal from Off-Premise Contract.

27.1.3. Nobi is entitled to a refund of the additional costs above the cost of the cheapest standard delivery if the Customer has chosen a different

delivery method for delivery of the Lamp than the cheapest standard delivery.

27.1.4. The Customer is obliged to pay the costs of returning the Lamps.

28. Use objectives

28.1. The use objective of the Lamp is limited to fall detection and lighting. The use objective of the App is limited to fall detection.

29. Default

29.1. If the Customer is a Consumer, the default interest rate is equal to the legal interest rate.

30. Non-conformity – liability

30.1. Art. 11 to Art. 13 do not affect mandatory Consumer protection legislation, including art. 1649a to art. 1649h of the old Belgian Civil Code and art. 1701/1 to art. 1701/19 of the old Belgian Civil Code.

30.2. If the Customer is a Consumer, the Customer is obliged, in deviation from Art. 11.2, to notify Nobi in accordance with Art. 18.4 of each non-conformity pursuant to art. 1649b of the Old Belgian Civil Code that they discover within a period of 2 months after the Customer has discovered the non-conformity. The Customer's legal claim expires after one year from the day they discovered the non-conformity.

30.3. In the event of non-conformity in accordance with art. 1649b of the Old Belgian Civil Code with regard to the Lamp, Nobi will proceed to replace the Lamp, unless the repair necessary to restore conformity is so limited that a repair instead of a replacement can suffice. Nobi has a discretionary right in this regard, without prejudice to the mandatory provisions of art. 1649a to art. 1649h of the old Belgian Civil Code.

30.4. The return of the defective Lamp and the shipping and/or Installation of the replacement Lamp are done at Nobi's expense.

31. Applicable law and competence

31.1. These General Terms and Conditions and the Agreement are governed exclusively by Belgian law, without prejudice to the application of legal provisions that cannot be deviated from by contract according to the Consumer's country of residence.

31.2. Any dispute that may arise between Nobi and the Customer regarding the conclusion, interpretation, execution, suspension or termination of the Agreement or these General Terms and Conditions, only the courts of the Customer's place of residence are competent.

Appendix 1. Standard Form Withdrawal from Distance Selling

To be added for sales to Consumers.

Appendix 2. Standard Form Withdrawal from Off-Premise Contract

To be added for sales to Consumers.

