

TinyMobileRobots US LLC  
1634 Cobb International Blvd NW  
Kennesaw, GA 30152  
United States

Quotation Date:

03/21/24

Quotation Number:

JamieWilson-34468

Valid Until:

06/19/24

Sales Manager:

Jamie Wilson  
jw@tinymobilerobots.com

Customer:

Warren County High  
149 Campus Drive  
Warrenton, North Carolina 27589  
United States  
Victor Hunt  
vhunt@warrenk12nc.org  
2527673980

Comments:

**PLEASE NOTE:** Sales tax may apply. If sales tax applies, payment of the total sales tax will be due at the time of the down payment. If Sales tax exempt, please provide a copy of the sales tax exemption certificate.

## TinyLineMarker Pro X All Inclusive

Description	Quantity	Unit Price (USD)	Amount (USD)
All Inclusive	1	35,250	35,250
Cash Discount	1	-6,000	-6,000
Installation Fee	1	1,700	1,700
Annual Fee	6	1,790	10,740
Total			41,690

## Payment Plan

Year	Amount (USD)
1	41,690
Total	41,690

# CONTRACT

## SALES CONTRACT

- This Sales Contract (hereinafter referred to as the “**Contract**”) is based on the content of the quote or Sales order above (“**Quote**”) from TinyMobileRobots US LLC.

## PARTIES

- The Contract is entered into on the date of signature (the “**Effective Date**”), by and between TinyMobileRobots US LLC, with an address as described in the Quote, (hereinafter referred to as the “**Seller**”) and the Customer identified in the Quote (hereinafter referred to as the “**Customer**”) (collectively referred to as the “**Parties**”).

## ROBOT AND PRICE

- The Robot(s) that the Seller is selling to the Customer is/are listed in the Quote with their quantities (hereinafter referred to as the “**Robot(s)**”).
- Annual services that the Seller is selling to the Customer are listed in the Quote with their annual fees (Hereinafter referred to as the “**Services**”).
- Any statements in the Quote will have preference to the content of this Sales Contract.

## PRICE AND PAYMENTS

- The Seller hereby agrees to sell the Robot(s) to the Customer for the amount stated in the Quote.
- The Seller will provide an invoice to the Customer at the time of the delivery and if stated in the Quote, additional invoices will follow the procurement of the Robot(s).
- For the Robot(s) to work, annual fees for service and support, RTK service and cell service need to be paid by the Customer. These fees can be included in the purchase price, annual payments or other payment structures.
- The Quote covers the cost for use of the Robot(s) for the number of years equivalent to the number of annual fees mentioned in the Quote. Annual fees still apply thereafter.
- If no payment conditions are stated in the Quote, Prepayment is required.
- All invoices are to be paid in full as stated in the Quote.
- Any overdue payment will be subject to a one percent (1%) late payment penalty per month.
- The Customer hereby accepting that the Robot(s) function is dependent on an annual service fee and if the service fee is not paid as scheduled, the Robot(s) will stop working.

- If Customer fails to make any payment due pursuant to this Contract within twenty (20) days after the date when such payment became due or if Customer fails to observe, keep or perform any other provision of this Agreement required to be observed, kept or performed by Customer, Seller shall have the right to exercise any one or more of the following remedies: (a) to declare all future installment payments, or other unpaid amounts owed to immediately due and payable as to any or all Robot(s) and without notice or demand to Customer; (b) to take possession of any or all Robot(s), without demand or notice, wherever same may be located, without any court order or other process of law, (c) and/or to pursue any other available remedy at law or in equity. CUSTOMER SPECIFICALLY WAIVES ANY RIGHT IT HAS TO NOTICE OR A JUDICIAL HEARING PRIOR TO COMPANY'S RETAKING POSSESSION OF THE ROBOT(S). Company's taking possession of the Equipment in accordance with this paragraph shall not constitute a termination of this Contract as to any or all Robot(s) unless Seller expressly so notifies Customer in writing. Notwithstanding any said repossession, or any other action which the Seller may take, Customer shall be and remain liable for the full performance of all obligations on the part of Customer to be performed under this Contract. All such remedies are cumulative and may be exercised concurrently or separately. Customer shall pay Seller all costs and expenses, including reasonable attorneys' fees, incurred by Seller in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.

- Until the purchase price is paid in full, Customer shall affix and maintain on the Robot(s) in a conspicuous place, or in a place designated by Seller such labels, plates, or other markings, as provided by Seller from time to time, stating that the Robot(s) are owned by Seller. Customer shall locate and keep the Robot(s) at the address set forth on the Quote. Customer shall not move or relocate the Robot(s) to any other address or location without the Seller's prior written consent.

## DELIVERY AND SHIPPING

- The delivery of the Robot(s) (hereinafter referred to as the “**Delivery**”) will be at the delivery location as specified by the Quote.
- If nothing else is stated in the Quote, the shipping method will be land transport. Shipping costs are paid by the Customer.

## INSPECTION

- The Customer shall inspect and accept, or reject products delivered pursuant to the Order immediately after the Customer takes custody of such products. In the event the products do not comply with the applicable Seller drawings or specifications, the Customer shall notify the Seller of such nonconformance and give the Seller a reasonable opportunity to correct any such nonconformance.
- The Customer shall be deemed to have accepted any products delivered hereunder and to have waived any such nonconformance in the event Seller does not receive

## CONTRACT

notification that the products delivered hereunder do not comply with the Seller's drawings or specifications, within five (5) business days after the Customer takes custody of such products.

### RISK OF LOSS AND TITLE

The risk of loss or damage for the Robot(s) will be on the Seller until the Robot(s) pass upon delivery to the Customer or their designee. The Title to the the Robot(s) will remain with the Seller until the total price is paid in full. Customer acknowledges and agrees that Seller retains a purchase money security interest in the Robot(s) pursuant to the applicable sections of Article 9 of the Uniform Commercial Code ("UCC") adopted by the state in which the Robot(s) are located to secure payment of the full purchase price. Customer shall not pledge or grant any security interest in the Robot(s) to anyone except Company or permit any lien or encumbrance to attach to the Robot(s), or any levy to be made thereof, or any financing statement to be recorded. Customer hereby authorizes Seller to execute and file any and all further documents, forms or filings (including UCC-1's) that Seller feels are necessary at any time to more completely record the intentions of the parties hereto. In the event Customer is in default of its payment obligations under this Contract, Seller may exercise all available rights and remedies available to a secured creditor under the UCC, including but not limited to the right to take possession of the Robot(s).

### DELAY OR FAILURE TO PERFORM AND FORCE MAJEURE

- Under no circumstances will the Seller be held liable to the Customer for any delay that may occur, non-delivery or an arising fault of this Agreement that may be due to any labor dispute, shortage in transportation, delay or shortage of materials to produce the Robot(s), fires, accidents, Acts of God, or any other causes outside Seller's control. The Seller will notify the Customer immediately upon realization that it will not be able to deliver the Robot(s) as promised. Upon such notice, either Party may terminate this Agreement.

### LIMITATION OF LIABILITY

- Under no circumstances will the Seller be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action).
- The Customer hereby confirms that the Customer is informed that

- o the Robot(s) may not perform well in areas with trees and high constructions such as stadiums.
- o The Robot(s) may not perform well if there is poor signal quality from Cell connections and RTK corrections signals. The quality of these signals may change after purchase of the Robot.
- o mowing patterns can influence the quality of the lines made by the robot negatively.

### SERVICES AND SUPPORT

- The Buyer acknowledges that the Robot(s) and the tablet are always connected to a cloud solution for back up, logging and support. This may include information about the location of the Robot(s) and the tablet and the time of usage.
- The Buyer acknowledges that it is possible to purchase or order items via the tablet. If an item is Purchased or ordered, the Buyer understands that this is a binding purchase or order.
- The Buyer accepts that payment of an annual fee is required for the Robot(s) to work. The first annual fee is paid with the payment for the Robot(s).

### GOVERNING LAW

- This Agreement shall be governed by and construed in accordance with the laws of Georgia.

### SEVERABILITY

- In the event that any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain in force in accordance with the Parties' intention.

### Terms and conditions

- This Agreement takes precedence over the Terms and Conditions found at the address below. If not regulated by the Quote or order confirmation from TinyMobileRobots and not regulated by the terms in this Agreement, the conditions in the Terms and Conditions apply.

Terms and conditions: [Terms and Conditions](#)

# SALES

# CONTRACT

SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated through their signatures below:

CUSTOMER

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

1634 Cobb International Blvd.  
Kennesaw, GA 30152  
Tax ID: 36-4995457  
Tel:888-811-8444  
Mail: hello@tinymobilerobots.com

## Warranties for products from TinyMobileRobots ApS

### ***Full warranty***

This warranty declaration is issued by TinyMobileRobots ApS (hereinafter referred to as the “Manufacturer”) to the end user customer (hereinafter referred to as the “Customer”).

- The warranty is valid for twelve (12) months from the day the Customer receives the robot.
- The Manufacturer warrants that its Products will comply with applicable drawings and will be free from defects in workmanship and material. These warranties shall run to the Customer, its successors, and assigns.
- The Product Warranty does not apply to malfunction or error caused by the Customer’s failure to operate the Product in compliance with the Manufacturer’s user guides and any instructions contained therein or normal wear and tear to the Product.
- Reduced function of the spray system due to insufficient cleaning is not covered by the Warranty.
- The cost of repair including parts is covered by the Manufacturer for the first 12 months.

### ***Electronics warranty***

The electronics warranty is 72 months from purchase and covers the content in the electronics box. However, coverage of the electronics box is subject to the condition that there has been no high-pressure cleaning of the robot or other treatment of the electronic box that is not normal use.

### **What is not warranted**

Pursuant to the terms of these warranties, the Manufacturer is not responsible for the following:

- (1) Any Product that has been altered or modified in ways not approved by the Manufacturer, including, but not limited to pump or pump membranes.
- (2) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions/recommendations; misuse, lack of proper protection during storage, vandalism, the elements or collision or accident, fault or damage caused by the use of third-party equipment and accessories.
- (3) Normal maintenance and replacement of maintenance and wear items, such as filters, nozzles, hoses, tires and batteries.

- (4) Any repair by customers not approved by the Manufacturer in writing
- (5) Any use of spare parts not supplied by the Manufacturer
- (6) Opening the electronic box without approval from the Manufacturer.

### **Securing warranty services**

To secure warranty service, the purchaser must:

- (1) Report the Product defect to an Authorized Dealer or directly to the Manufacturer (both called the Repair Workshop) and request warranty service within the applicable warranty term;
- (2) Present evidence of the warranty start date with valid proof of purchase; and
- (3) Make the Product available to the Authorized Dealer or to the Manufacturer within a reasonable time.
- (4) If the Product is covered by a warranty, the costs of the spare parts, the cost of repair labour and the shipment back to the Customers are covered by the Repair Workshop.

### **No Implied Warranty, Representation or Condition**

To the extent permitted by law, neither TinyMobileRobots nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of the equipment covered by these warranties other than those set forth above, and no statutory or implied warranties or conditions of merchantability or fitness are made. To the extent legally required, any implied warranties or conditions shall be limited in duration to the applicable period of warranty set forth on this page. The purchaser's only remedies in connection with the breach or performance of any warranty on TinyMobileRobots Products are those set forth on this page. In no event will the dealer, TinyMobileRobots or any company affiliated with TinyMobileRobots be liable for incidental or consequential damages.

No dealer/distributor warranty – the selling dealer has no authority to make any warranty, representation, condition or promise on behalf of TinyMobileRobots, or to modify the terms or limitations of this warranty in any way and makes no warranty on any other item unless the selling dealer delivers to the Customer its own written certificate specifically warranting the item on behalf of the selling dealer.

### **Disputes and governing law**

This warranty declaration is governed by Georgia law. Any disputes arising out or in connection with this warranty declaration, including any disputes regarding the existence and validity thereof shall be subject to the exclusive jurisdiction of the courts of Georgia.

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
TinyMobileRobots US LLC

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► C

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ►

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
1634 Cobb International Boulevard NW

**6** City, state, and ZIP code  
Kennesaw, GA 30152

**7** List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Notes:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
			-							
OR										
Employer identification number										
3	6		-	4	9	9	5	4	5	7

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ►  Date ► 11/10/23

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.