



PREORDER TERMS AND CONDITIONS

Roombus, Inc.

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DEFINITIONS

1. Roombus, Inc. trading as “Roombus”, the provider of these general terms and conditions.
2. Buyer: the individual or business with whom Roombus has entered into agreement, or with whom it intends to do so.
3. Agreement: any agreement between Roombus and a buyer in which Roombus undertakes to carrying out activities/provision of services.
4. Nest: a Roombus smart home, garage, or generally any of our housing product.
5. Services/activities: the activities to be carried out and/or services to be provided by Roombus as stipulated by the agreement, including sales, administrative, financial and/or technical management activities, in the broadest sense of the word.
6. Written: both traditional forms of written communication as well as email.

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GENERAL PROVISIONS

1. These terms and conditions shall apply to any Roombus offer and any agreement that has been concluded.
2. These terms and conditions shall also apply to agreements whose execution by Roombus requires the involvement of third parties.
3. The application of any deviating terms and conditions general or otherwise in use by the buyer is expressly precluded.
4. Deviation from the provisions of these terms and conditions shall be stipulated in writing. If any provisions of a written agreement drawn up between the parties deviate from these terms and conditions, then the provisions of the relevant agreement shall have primacy.
5. Nullity or invalidity of one or multiple provisions of the present terms and conditions shall not affect the validity of the remaining provisions. Should this occur, then the parties shall be obliged to mutually arrive at an arrangement to replace the original agreement, in which they shall strive to maintain as much as

possible the purpose and nature of the original provision.

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OFFER AND AGREEMENT

1. Every offer or quotation issued by Roombus is without obligation, unless it specifies an acceptance period.
2. Roombus shall not be bound by apparent errors or flaws in its quotations.
3. Roombus quotations based on incomplete or incorrect details furnished by the buyer shall not entitle the buyer to derive any rights therefrom.
4. Roombus can review its price without prior notice to the buyer.
5. An agreement is concluded through a process of offer and acceptance thereof. If the offer stipulates that an agreement is only concluded once it has been signed by the buyer, then that agreement shall only come into effect once the relevant document, drawn up by Roombus, has been signed by the buyer and has been returned to Roombus.
6. If a buyer concludes an agreement, partly or fully, on behalf of another natural or legal person, then by entering into that agreement he affirms that he is authorized to that effect. The buyer in addition to this (legal) person shall be jointly and severally liable for the obligations ensuing from the agreement.
7. The contract is only concluded when the full and final payment is made.

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MAIN OBLIGATIONS OF CLIENT

1. The buyer shall be required to inform Roombus of all facts and circumstances that may affect the execution of the agreement by Roombus, both at the beginning and during the duration of the agreement.
2. In addition, the buyer shall furnish all information and documents reasonably required to enable the execution and realization of the objectives of the agreement.
3. The buyer shall allow Roombus, and any third parties it has engaged, to carry out the activities and/or services agreed upon adequately and in a timely fashion and shall, where possible, provide the necessary co-operation.
4. The buyer must provide all material facts at the time of entering into an agreement with Roombus, refusal to disclose any material fact will invalidate the agreement and sales

5. The buyer will be charged the fee indicated (the “Preorder Fee”) when you place your Preorder. Placing a Preorder constitutes express agreement to be charged the Preorder Fee using provided payment method. Buyer payment will be held by Roombus in a separate account designated solely for Preorders and released for application towards the final sales price of Selected Nest when buyer execute the Final Sales Agreement. Buyers’ payment is subject to Roombus’s payment terms and conditions.

5 CANCELLATION AND REFUND

Buyer may cancel the offer and receive a 90% refund of the Preorder Fee at any time by sending an email to reservations@roombus.com. Buyer will receive its refund within approximately 5-10 business days. Roombus promotional items, if any, received at the time of Preorder are yours to keep even after cancellation. Roombus may cancel buyers Preorder at any time and will issue a 90% refund of your Preorder Fee to the address on file.

6 TECHNICAL, ADMINISTRATIVE AND FINANCE MANAGEMENT

1. Roombus shall never be obliged to fulfill obligations in respect of the buyer, which do not expressly ensue from the agreement between Roombus and the buyer.
2. Roombus shall take charge of correspondence and administrative affairs in matters relating to the sales agreement agreed upon by the buyer.
3. The buyer hereby authorizes Roombus to conduct all the legal acts reasonably required to carry out the activities and services agreed upon. Pursuant thereto Roombus is entitled to undertake commitments on behalf of the buyer.
4. Hence Roombus shall also be entitled to enter into agreements on behalf of the buyer pursuant to mandatory provisions under the law.
5. The buyer shall refrain from undertaking any actions or communication in respect of the Nest in so far as such actions might hinder the sound and/or efficient execution of the provisions of the agreement by Roombus.
6. Roombus shall at all times be entitled to entrust the execution of the

agreement to a third party.

7. If an agreement regarding financial, administrative and/or technical management services have been concluded for a set duration, then that agreement will be tacitly renewed when the stipulated duration has expired, except if the agreement has been terminated in a timely fashion in accordance with the relevant provisions. The agreement shall be tacitly renewed for a period equal to the original duration agreed upon, except if the agreement was entered into with a buyer acting beyond the practice of an occupation or operation of a business, in which case the agreement shall be tacitly renewed for an indefinite period.

8. Giving notice of termination by the buyer shall be by registered post, except if the buyer is acting beyond the practice of an occupation or operation of a business, in which case a simple written letter of notice shall suffice.

9. Roombus shall have right to terminate the agreement at any material time in as such the agreement as not been concluded.

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ADDITIONAL ACTIVITIES

1. If activities must be carried out or services must be rendered that are beyond the content or scope of the agreement, then the corresponding additional costs, according to Roombus's standard rates, shall be for the account of the buyer.

2. The buyer hereby accepts the possibility of additional activities, which includes changes in rates and period of execution. If additional work is required, then Roombus is entitled to delay carrying out such activities until such time as the buyer has agreed to the additional costs and conditions, including the time to be decided then regarding when the activities/services shall be carried out. Failure to carry out or a delay in carrying out additional activities shall not constitute default on the part of Roombus.

3. If while the agreement is in effect it should become apparent that the agreement must be supplemented or amended to facilitate the proper execution of such additional activities, then the parties shall meet in timely fashion and modify the agreement. If the nature, scope or content of the agreement should be altered in a qualitative and/or quantitative sense, then this may affect the original purpose of the agreement. The foregoing may result in an increase in the original price.

4. If, following the conclusion of the agreement, cost price increasing conditions are created or are brought to light, which, based on the incorrect information

supplied by the buyer, can be attributed to the buyer, then the additional costs shall be for the account of the buyer, except in cases where Roombus should have been able to have become aware of the situation before setting the price. Roombus shall inform the buyer in a timely fashion regarding the relevant cost price increases.

5. Without being in default, Roombus may refuse a request to alter the agreement if the execution of that modified agreement cannot reasonably be required of him.

6. Agreements regarding additional activities shall, except for that which is stipulated in this

7. When buyer purchases the selected Nest, the color may vary from that on the screen/site due to screen display differences.

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TERM OF EXECUTION AND COMPLAINTS

1. All terms of execution and/or delivery may be regarded as indicative, non-fixed periods. In the case of any default on the part of Roombus to carry out the terms of the agreement the buyer shall only be deemed to be laying claim to the rights and authority accorded to him by law after he has given Roombus notice of default in writing and given Roombus a reasonable period during which to as yet carry out the terms of the agreement in a proper manner, if Roombus has not yet carried out the terms of the agreement even after the aforementioned term of execution has expired.

2. Complaints regarding apparent defaults shall be submitted within seven business days following discovery thereof, or within seven business days after the buyer should reasonably have been notified in writing of the default by Roombus.

3. A complaint shall constitute as detailed as possible a description of the default, allowing Roombus to respond adequately. If a complaint is well founded, Roombus shall endeavor to resolve the complaint and, where relevant and required, as yet carry out the activities/services in a proper manner.

4. If the buyer does not notify Roombus of the default within the period stipulated in section 2, then the buyer shall forfeit his claims to continuation of activities/services and any damages.

5. Complaints regarding certain activities/services shall not constitute a right to refuse the remainder of the services and performance rendered. A complaint shall never constitute on the part of the buyer to suspend his (payment)

obligations.

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SUSPENSION AND DISSOLUTION

1. Roombus shall be authorized to suspend the execution of the agreement or, if circumstances justify such an action, to dissolve the agreement forthwith if the buyer should fail to carry out the obligations of the agreement, either in a timely fashion or in full, or if, following the conclusion of the agreement.

2. Roombus shall be entitled to dissolve the agreement forthwith if the buyer has been declared

bankrupt; if the Debt Rescheduling for Natural Persons Act has been declared applicable; if the buyer's goods have been seized; or in other cases where the buyer is not freely able to command his assets, except in cases where the buyer has previously given satisfactory assurance for the payments to be paid.

3. Hence, Roombus shall also be entitled to dissolve the agreement if circumstances should occur that should render the fulfillment of the obligations of the agreement impossible or under which it could not be reasonably required to fulfill its obligations, should the agreement should remain unchanged.

4. All additional costs or damages incurred by Roombus relating to the dissolution and/or suspension of the agreement shall be for the account of the buyer, in so far as they are attributable to him.

5. The buyer shall never claim any form of damages relating to the rights of dissolution and suspension exercised by Roombus on the basis of this article.

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SEVERABILITY

1. If for any reason a court of competent jurisdiction finds any provision, or portion of this Agreement, to be unenforceable, the remainder of this Agreement shall continue in full force and effect and the unenforceable provision shall be deemed to be modified solely to the extent necessary to make it enforceable.

DISPUTE RESOLUTION

Binding Arbitration. To the fullest extent permitted by applicable law and except for small claims or if you choose to opt-out as provided below, buyer and Roombus agree to resolve any claims, demands, disagreements, or disputes between us whether based in contract, tort, statute or otherwise arising from or related to this Agreement or our relationship, including advertising and other communications between buyer and Roombus, and as applicable, or the purchase or condition of a Smart Home (a “Dispute”) by binding arbitration conducted by the American Arbitration Association (“AAA”) in accordance with the AAA Consumer Arbitration Rules, unless buyer and Roombus agree otherwise. For more information on arbitration and to access the AAA Consumer Arbitration Rules, please visit: www.adr.org. If the AAA Consumer Arbitration Rules conflict with this Agreement, then this Agreement shall control. **Buyer and Roombus understand that we are both waiving our rights to go to court (other than small claims court, as provided below), to present our claims to a jury and to have claims resolved by a jury trial, and also that judicial appeal rights, if any, are more limited in arbitration than they would be in court.**

Confidentiality. Unless otherwise prohibited by federal or state law or regulation, any arbitration, and any award issued in an arbitration, shall be kept confidential, except to the extent necessary to seek court intervention (such as to enforce an award).

Initial Dispute Resolution Requirement. Most disputes can be resolved without resort to arbitration or small claims court. For any Dispute, buyer and Roombus agree that before taking any formal action to initiate arbitration or a small claims suit, we will contact the other in an attempt to resolve the Dispute. Buyer will contact us at hello@roombus.com and provide a brief, written description of the Dispute and your contact information (including your Roombus ID, if you have one). We will contact you at your contact information on file with Roombus. Buyer and Roombus agree to use reasonable efforts to settle any Dispute directly and good faith negotiations shall be a pre-condition to either party initiating a small claims suit or arbitration.

Filing a Demand for Arbitration. If the parties do not reach an agreed-upon solution within a period of 60 days from the time informal dispute resolution is initiated under the Initial Dispute Resolution provision above, then either party may initiate binding arbitration. In order to initiate arbitration, buyer must file an arbitration demand with AAA. Buyer can find information about AAA and file

your arbitration demand at <https://www.adr.org/support>. Buyer is also required to send a copy of the arbitration demand to Roombus and buyer should send it by email to: hello@roombus.com.

Fees & Costs. AAA's Consumer Arbitration Rules will govern the allocation of arbitration fees and costs between buyer and Roombus. Buyer is responsible for your own attorneys' fees unless applicable law provides otherwise.

Arbitration Location and Procedure. Arbitration location shall be in Delaware

Arbitrator's Powers. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of this Section, including but not limited to any claim that all or any part of this Section is void or voidable, whether a claim is subject to arbitration or the question of waiver by litigation conduct. However, the parties agree that any issue concerning the validity of the class action waiver below must be decided by a court, and an arbitrator does not have authority to consider the validity of the waiver. The arbitrator shall be empowered to grant whatever relief would be available to buyer in individual capacity in a court under law or in equity, including public injunctive relief. The arbitrator's award shall be written and shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

Class Action Waiver. The parties further agree that the arbitration shall be conducted in each party's respective individual capacity only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. **CLIENT AND ROOMBUS AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER PARTY ONLY IN ITS INDIVIDUAL CAPACITY, NEITHER CLIENT NOR ROOMBUS WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CONSUMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** If a court or arbitrator finds this Class Action Waiver provision to be unenforceable as to a particular class or representative action, then this entire Section -Arbitration and Class Action Waiver shall be null and void as to that class or representative action, and the action may only be brought in court rather than in arbitration.

Small Claims Court. Subject to the Initial Dispute Resolution Requirement, either party may bring an individual action in small claims court consistent with the jurisdictional limits that apply to that forum.

Severability. Except as provided in the Class Action Waiver Section above, if any competent legal authority determines any part of the Section, Dispute Resolution – Arbitration and Class Action Waiver is illegal or unenforceable, then such part will be eliminated and the remainder of Section, Dispute Resolution – Arbitration and Class Action Waiver will remain in force and effect and the unenforceable part shall be deemed to be modified solely to the extent necessary to make it enforceable.