

Autonomous

AUTONOMOUS WORKPOD

TERMS AND CONDITIONS

The following Terms & Conditions apply to all Pod orders placed via the Autonomous website, or via correspondence with Autonomous Customer support. By purchasing a Pod, you agree to these Terms & Conditions. Customer hereby agrees to Order the Product at the stated costs and has read and agrees to the TERMS AND CONDITIONS, incorporated herein under this reference. Customer understands and agrees that Autonomous reserves the right to change, discontinue or substitute materials as may be deemed necessary to properly fulfill the Order.

1. PAYMENT, CANCELLATIONS, SHIPPING AND DELIVERY.

(A) Payment.

100% payment due in full at time of Order. Customer's Order will NOT ship until Autonomous receives full payment.

(B) Cancellations. Cancellations may be made in writing within 72 hours of time an Order is received by Autonomous. Any cancellation made 72 hours or more from the time the Order is received by Autonomous shall be subject to a minimum \$1000 cancellation fee plus any costs incurred by Autonomous related to the Order, including material costs. Any approved refunds shall be processed within thirty (30) days from the date Autonomous receives, in writing, the Order cancellation request.

(C) Forms of Payment. Work shall not begin on any Order until funds have cleared. Autonomous accepts major forms of payment including wire transfers, debit cards and credit cards.

(D) Shipping & Delivery. Shipping and Delivery are provided by third-party carriers. Product is packaged/palletized in a warehouse, and is intended to be offloaded by hand. Autonomous is not responsible for carriers not being able to deliver due to external factors out of our control such as road conditions or site conditions related to the Customer's address. Carriers will deliver to the nearest public access point, and will not travel on private roads or property, unless otherwise agreed to in advance.

(i) Damage to Product during shipping or receiving may occur. If Customer notices damage upon delivery, Customer shall notify Autonomous immediately and provide a complete list of damaged Product with accompanying photos. Customer may be responsible for additional costs for replacement or repair of damaged Products if Autonomous is not notified within 72 hours of delivery.

(ii) If delivery company causes any damage to Customer's personal or real property during delivery, Customer shall contact that company directly to file a claim. Autonomous is not related to third party freight companies or carriers and is not liable for such damage.

(iii) All the components must be kept safe in storage/garage. If the customer is unable to keep components in storage/garage, the Customer shall also be responsible to keep all the components in good condition and make sure to keep them dry until installation. Autonomous reserves the right to refuse warranty/replacement for items stored outside.

(iv) Shipping and storage shall be fulfilled using the following terms:

1. For all Orders, storage is included for up to 30 calendar days from date the third-party delivery company receives the shipment, at no additional charge to Customer.

2. Storage days include weekends and holidays.

3. For storage durations of 31-45 days, Customer shall be charged per calendar day (including weekends and holidays) depending on the size of the Product.

4. All Product must be received within 45 calendar days from the shipment date.

Arrangements must be made for storage on site, regardless of whether the site or installer are ready. If Product is not received by Customer within this time frame, or is refused by Customer, Customer shall be charged \$300 per calendar day thereafter. There is no guarantee the shipping company will hold a kit longer than 60 calendar days, and may send it back to Autonomous at that time. Customers shall be charged the return freight cost and a 30% restocking fee if this occurs.

(v) Delivery of Product shall occur to a public street or other public right of way nearest to the Premises, as identified by the delivery company. Autonomous cannot guarantee, and is not responsible for, movement of the Product through the Customer's private property between the delivery location and the building pad, except as specifically identified in these Terms and Conditions. Delivery includes movement of Product within 100 feet from delivery location, assuming there are no obstructions, steps, or significant grade changes along the travel path. Deliver/Contractor shall bill Customer directly for any labor above and beyond standard unloading and staging.

2. ORDERS

It is the Customer's responsibility to confirm the Order meets all applicable local codes, regulations, or rules. Orders remain in a pending/hold status until acknowledged and accepted in writing by Autonomous and Autonomous has received a valid form of Payment. Autonomous acceptance of Customer's Order is expressly conditioned upon Customer's acceptance of the Terms and Conditions herein. Any modification to the Terms and Conditions must be accepted by Autonomous in writing.

Customer understands and agrees that the Product delivered does not include any site clearing, grading, foundation, utilities, site preparation, steps, landings, decks, wheels, solar, electrical, mechanical, plumbing, or any other materials or work product not specifically defined in the Order.

*Note: If a project is intended to be for commercial use or access, additional costs and design services may apply in order to comply with commercial accessibility or code requirements.

3. PRICES AND QUOTATIONS

Unless specifically agreed to in writing in advance by Autonomous, all Product pricing shall be Autonomous list prices in effect at the time Customer's Order is received (the "Price"). The Price does not include sales or other applicable taxes. In addition to the Price, Customer agrees to pay any sales or other tax due under any applicable law.

To the extent changes to an Order require a change to the estimated/scheduled Ship Date, Customer may also incur the loss or exclusion of any promotional discounts extended by Autonomous as part of the Price including, but not limited to, free shipping, product discounts or any other promotional offers.

Autonomous may alter materials or services offered if any materials, fixtures, or other products used in fabrication or installation are discontinued or are otherwise unavailable for any reason. Autonomous will notify the Customer promptly if such alterations are material and necessary.

4. POD INSTALLATION

The Customer may choose to install the Pod themselves or engage a contractor for the installation. As the retailer, we emphasize that in all cases, the Customer, as the owner-builder, is solely responsible for ensuring that the installation and usage of the Pod comply with all relevant regulations and local ordinances, including but not limited to obtaining necessary permits and following local building and safety codes.

Customer may contact Autonomous or authorize the third party contractor to contact Autonomous directly for pre-installation guidance.

Installation work must be carried out in accordance with the Pod Installation manual. Autonomous is not liable for any product issues caused by installation errors. The Pod warranty does not cover product issues caused by installation errors or by failures of the contractor to follow the Pod installation manual.

(A) Guidance for Customer if hiring a contractor

1. Customer should properly vet the contractor prior to engagement.
2. Customer should have a clear contract between the Customer and the Contractor with detailed work order, agreeable time, schedule and cost.
3. Perform a final walkthrough to inspect the final installation job to Customer's satisfaction.

4. Pay the contractor after signing a Certificate of Completion stating that the job has been satisfactorily completed,

5. It is noted that in most cases, Customer is solely responsible for directing the contractor as to where to place the Pod in compliance with local ordinance

6. Customer and Contractor should agree upon a Check list in advance and may reference the National Association of Home Builders (NAHB) Residential Construction Performance Guidelines, if necessary.

(B) Customer's Responsibilities and important points regarding Pod Installation

(a) Site assessment

The Customer must carry out the site condition assessment to ensure fit condition of the site for Pod Installation. A site is "Fit" for installation means:

- Structurally sound existing sub-structures, sub-grade (soils conditions)
- The foundation is square and level (see further guidance in (b) below)
- The site is free and cleared of mold, mildew, rot, asbestos or infestation.
- The designated space for Pod foundation follows all local Building and Safety codes (such as easements, setbacks, etc.)

A site that fails to meet any of the criteria above is an "Unfit Site".

Installing the Pod on an Unfit Site may result in serious safety issues as well as future product issues and will void the Product Warranty. Autonomous shall not bear any responsibility for any potential claims/damages for any incidents caused as a result of installing the Product on an Unfit Site.

In all circumstances, it would cost the Customer substantially to fix an Unfit Site after the Pod has been installed, including but not limited to potential fines by the City for code violations.

(b) Foundation prepping

Customer must ensure that (a) if the Product will be installed on an existing concrete slab, the concrete slab is both square and level, with variations no greater than one quarter of one inch (1/4") per every 10 feet. If the slab is not square or is out of level by more than 1/4", Customer must have the contractor carry out the leveling of the site/pad prior to installation. Customer is responsible for foundation assessment to verify that the foundation is suitable to support the weight of the Product as well as any foundation prepping works. Autonomous is not responsible for any issues caused by inadequate or unsuitable foundation conditions; (b) If installation will be on a wood-framed floor system, Customer must ensure that the site/pad is level within six inches. If the area where the Product will be installed is out of level more

than six inches, Customer must have the contractor carry out the leveling of the site/pad prior to installation. If the Pod is to be installed on an existing wood-framed floor, Customer must make sure that the wood-framed floor is square and level to no greater than 1/4" deviation per 10 feet of travel. Customer is responsible for foundation assessment to verify that the foundation is suitable to support the weight of the Product as well as any foundation prepping works. Autonomous is not responsible for any issues caused by inadequate or unsuitable foundation conditions.

(c) Site preparation

Customer must ensure that the Premises is free and clear of debris and vermin, and that any pre-existing physical or environmental hazards or building/zoning code violations are remediated prior to installation. The site must be free and clear of any obstructions such as power lines, cable lines, trees to avoid potential accidents occurring during installation.

(d) Necessary approvals and inspections

Customer must obtain any necessary permit and HOA approvals (if applicable) in advance.

(e) Other Notes on Safety during installation and preparing for installation:

- Customer needs to prove proper access to the Premises during agreed upon hours with the Contractor. Depending on agreement between Customer and Contractor, he/she may be responsible for rental costs associated with sanitary facilities, disposal, material protection, or other items needed for the installation job outside of the equipment that the Contractor brings.

- Temporary power to the Premises will need to be provided for installation work. If power is not available within 100 feet of the building pad, Customer might have to pay an additional cost for the Contractor to rent a generator to supply power.

- For safety reasons, the Premises where installation takes place should be completely cleared and unobstructed. It is advised not to let unattended children/minors/elderlies or pets be on the installation site.

- Customer must ensure that the Premises have clearance of at least three (3) feet from foundation on each side, and three (3) feet above highest point of roof.

- It is noted that each city has their own building and safety regulations that require a minimum clearance between any large structure from the property fence, property lines or power/sewages line. Customer must make sure proper instruction is given to the Constructor prior to installation to avoid potential fines from the City or avoid an order to demolish the structure by the City for code violation.

- While the Pod is built so that a construction permit is generally not needed, it is the Customer's sole responsibility to ensure that they would not need a permit for their particular Premises or to obtain any permits required by local, state, or federal codes or regulations at his/her sole cost and expense, and shall keep any permits on display at all times. In case a

permit is required, the Contractor would have to suspend the job and wait for a proper permit before installation. Autonomous shall be in no circumstances responsible for matters related to the Customer's own responsibilities when it comes to their Premises.

(f) Specific conditions of the Premises that require attention: Autonomous is NOT liable for issues caused by local/jobsite conditions such as termite infestations, mold growth, tree debris or ice buildup on the roof, improper site drainage, improper foundation placement, corrosive ocean air, or other exposure to natural elements.

5. PERMITS

All Pods are designed to comply with typical height and square footage thresholds under which permits are often not required in many states and local jurisdictions. However, as regulations may change and vary by location, customers are strongly advised to consult their local authorities and/or homeowners association to confirm current requirements prior to installation.

You may be required to conduct an onsite evaluation following installation to ensure compliance with applicable city regulations. Such requirements are city-specific and remain the responsibility of the customer.

Autonomous shall not be held responsible for any legal issues, permit requirements, or regulatory compliance matters arising during or after the installation and assembly process.

6. DELIVERY AND FORCE MAJEURE

Any shipping and delivery date provided by Autonomous are estimates only, and Autonomous does not guarantee that the Product will be shipped and/or delivered in accordance with such estimates. Without limiting the generality of the foregoing, Autonomous may delay delivery of the Product without any liability as a result of any delay caused by events outside Autonomous's reasonable control including but not limited to, work stoppages, labor difficulties or export/import conditions, Autonomous's inability to obtain necessary materials, components, labor, or manufacturing facilities, or anything else that would in any way impair Autonomous's ability to deliver the Product in the quantities ordered at the prices quoted. Autonomous shall not be responsible for non-performance or delay as a result of acts of God, war, strikes, riots, pandemic or other public health crisis, weather, vendor back-orders or delays, or any other unforeseen condition or event beyond its control.

QUOTED SHIPPING RATES ARE FOR MAJOR CALIFORNIA STATE AREAS;
SURCHARGES FOR RURAL OR LIMITED ACCESS DELIVERIES MAY APPLY AND WILL
BE COMMUNICATED TO Customer PRIOR TO SHIPMENT.

Customer must make all reasonable efforts to facilitate the Pod delivery and must take possession of the Pod on his/her Premises on the date of Pod delivery. Failure of the Customer to be present and properly taking possession of the Product from the delivery

company will incur additional costs that Autonomous will charge the Customer separately. This would include any issues that cause the delivery unable to deliver the Product on to the Customer's Premises such as cars blocking the entrance or Premises is not cleared for storage resulting in delays of delivery. It must be noted that the Pod are very large items packaged in several large boxes that would be permitted to be left on the sidewalk or pavement or any public spaces.

In cases where the Delivery Company cannot deliver the Product due to failures mentioned above, additional shipping cost and storage costs shall be borne by the Customer.

7. RETURNS

Pod is NOT returnable. However, in cases of force majeure, or the product's issue seriously affects Customer's benefit (need to be proven by specific documents if any), Autonomous will strive to provide the best solution possible. If Customer does not agree with our solutions and wants to proceed with the product returning, the product appraisal process shall be made by an Autonomous representative before agreeing to let the product be returned ("Exceptional Cases"). The Pod must be still in-box and uninstalled for this exception to be valid. The processing time can be up to 60 days from the date of the return request. Autonomous has the right to decline the return request if the Pod has been assembled and installed on Customer's Premises and if the Product is still in-box, problems caused by mold, weather and external factors of the surrounding conditions impacting quality of the product are detected/reported.

In Exceptional Cases as defined above, any return request will be rejected if there are defects caused by assembly error or damages caused by usage.

Pod is made completely by qualified material and has a certificate not to affect the user's health. If Customer notices any chemical odor, the product checking process will be made by an Autonomous representative.

Note: Autonomous only agree on the product checking towards used under 30 days. Any problems that arise after 30 days of use will be refused.

In Exceptional Cases, any accepted returned product shall be subject to a minimum restocking fee of 30% of the purchase price. Customer will be responsible for all return shipping costs, Pod uninstillation and pre-packaging cost to effectively ship the Product. Autonomous reserve the right to refuse the return previously accepted if the customer does not cooperate and intentionally threatens and obstructs the returning process. Any Product returned to Autonomous without prior authorization shall be returned to Customer, freight collected and additional charges billed to the Customer.

8. LIMITED WARRANTY

Autonomous warrants to the original purchaser of the Product that, should there be any defects in the Product material or workmanship during the initial 12 months from Customer's receipt of the Product, Autonomous will either repair or send replacement for defective parts/pieces. Autonomous is not responsible for the labor and other material costs for executing such repairs or replacement. Customers must notify Autonomous within 5 days of the start of any issue related to material or workmanship defects. Such notice must be in writing via online form, setting forth specifically the basis for the claim, and must include photographs of the defect(s). Failure to satisfy the requirements above shall constitute irrevocable acceptance of the Product.

Failure to follow the Product/Installation Manual or any related instructions or drawings, or any abuse or misuse of the Product including unauthorized alterations, shall immediately void this Limited Warranty. Autonomous is not responsible for damage caused by the placement of the Product on or over inappropriate soils or terrain, where manufacturer warranties are excluded or do not apply, or by the use of improper replacement parts.

Autonomous is not liable and expressly disclaims all liability for damages due to (a) misuse of the Product for other purposes other than what's specified in the Order or what's allowed by applicable codes, (b) neglect, (c) improper maintenance or adjustments, and (d) normal wear and tear from usage of the Product. Autonomous also is not liable for damages related to use of an un-permitted unit when a permit is required. Autonomous reserves the right to change and/or improve the design and/or specifications of the Product without notice or obligation to modify previously produced units. No installation or other instructions, advice, Product information, or marketing materials, whether oral or written, obtained by Customer at any time from Autonomous or any vendor or retailer of Autonomous Product shall constitute an expressed warranty not expressly stated in this Section.

Autonomous is not responsible for corrosion on any metal components if Product is installed closer than 1,100 yards (5/8 mile) to any body of salt water.

AUTONOMOUS MAKES NO EXPRESS WARRANTIES EXCEPT AS STATED IN THIS SECTION. ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SHALL TERMINATE THREE HUNDRED SIXTY-FIVE (365) DAYS FROM CUSTOMER'S RECEIPT OF THE PRODUCT. (SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER.)

During the warranty period, Customer is responsible for all wear and tear repairs including but not limited to replacing fixed glass, door adjustment or repair, paint touch-up, cutting of siding or metal, etc.

All the issues that arise after the warranty period and need to be replaced will be at the customer's expense.

9. INDEMNIFICATION

Customer agrees to defend, with counsel approved by Autonomous, all actions against Autonomous, its officers, directors, managers, shareholders, members, employees, agents, beneficiaries, successors, and other representatives (the “Indemnified Parties”) with respect to, and to pay, protect, and indemnify and hold harmless all Indemnified Parties from and against, any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys’ fees and expenses), causes of action, suits, claims, demands, or judgments of any nature arising from or relating to the injury to or death of any person, or damage to or loss of property, caused by or incurred in connection with Customer’s use or misuse of the Product.

LIMITATION OF LIABILITY. IN NO EVENT SHALL Autonomous BE LIABLE FOR LOST PROFITS, BUSINESS INTERRUPTION, LOST BUSINESS OPPORTUNITIES, OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE THESE TERMS AND CONDITIONS OR Customer’S PURCHASE OF PRODUCT (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE WHETHER ACTIVE, PASSIVE, OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY, OR OTHER THEORY), EVEN IF Autonomous HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL Autonomous’S AGGREGATE LIABILITY WHETHER IN CONTRACT, WARRANTY, OR TORT, INCLUDING NEGLIGENCE WHETHER ACTIVE, PASSIVE, OR IMPUTED, PRODUCT LIABILITY, STRICT LIABILITY, OR OTHER THEORY, EXCEED THE PRICE PAID BY Customer TO Autonomous.

(Certain state laws do not allow the exclusion or limitation of certain damages. If these laws apply, some or all of the above exclusions or limitations may not apply to Customer, and Customer may have additional rights to those contained herein. In such states, Autonomous’s liability is limited to the greatest extent permitted by law.)

10. TRADEMARKS AND TRADENAMES

Customer acknowledges and agrees that all brand names, trade names, and trademarks incorporated onto or associated with the Product (collectively, the “Marks”) purchased hereunder are the exclusive property of Autonomous and that Customer shall not acquire any rights in any of the Marks by purchasing the Product. Customer shall not make any use of the Marks at any time except as otherwise authorized by Autonomous in writing.

11. NO WAIVER

No waiver of any provision of these terms and conditions or delay by either party in enforcement of any right hereunder shall be construed as a continuing waiver or create an expectation of non-enforcement of that or any other provision or right.

12. SEVERABILITY

In the event any provision herein should be held unenforceable by a court of competent jurisdiction, such court is hereby authorized to amend such provision so that it will be enforceable to the fullest extent permitted by law, and all remaining provisions shall continue in full force without being affected, impaired, or invalidated thereby in any way.

13. NO ASSIGNMENT

Customer agrees that Customer may not assign or transfer any of Customer's rights arising out of or related to these terms and conditions or Customer's purchase of Product.

14. ENTIRE AGREEMENT

These Terms and Conditions together with the Order constitute the parties' entire agreement relating to the subject matter hereof and supersede all prior or contemporaneous oral or written communications, proposals, and representations with respect to such subject matter. No modification to these Terms and Conditions will be binding unless in writing and signed by each party.

15. PROMO CODES

Discount or referral codes are applicable to any Pod order. However, we DO NOT offer Referral Rewards in conjunction with any Autonomous Promotion. Orders made via the Employee Purchase Program ARE NOT eligible to earn you Referral Rewards.