Physical AI B2B Terms

Proposed B2B documents for future projects. No legal review or insurance approval is claimed.

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1. Provider and scope

These terms concern software development, integration, testing and operation of third-party robots for business customers.

The provider is the Dutch sole proprietorship identified above. Instalabs LLC is a separate business under common ownership.

Instalabs LLC is not a party or guarantor unless a separate agreement expressly names it. Existing cloud and software subscription terms remain separate.

The signed project schedule identifies the customer, robot owner, locations, services and contracting party. These terms do not offer services to consumers.

2. Agreement and document order

These proposed terms apply only when both parties expressly incorporate this dated version into a project agreement before work starts.

Give the customer a saveable copy with the offer. Record its delivery and the customer's acceptance. Merely viewing this page creates no agreement.

Publication does not change earlier agreements or establish that these terms governed earlier work.

Mandatory law prevails. The signed project schedule and its agreed amendments prevail over these terms. An SLA applies only within its expressly agreed scope.

Customer purchase terms apply only if the provider expressly accepts them in writing. The parties must resolve conflicting terms before work starts.

3. Work, payment and ownership

The schedule states deliverables, dependencies, dates, fees, VAT treatment, expenses and payment dates. An unpaid pilot must expressly state that no fee is due.

The provider uses reasonable professional care. Experimental work does not promise a commercial result, universal robot compatibility or safety certification.

Each party retains its existing intellectual property. Software licences, customer rights in deliverables and permitted reuse must be stated in the schedule.

Open-source and third-party components retain their own licences. Neither party receives ownership of the other's robots, data or background technology.

4. Robot access and operating boundaries

Before access, the customer must obtain the owner's written permission. The schedule lists every robot, serial number, owner, location and agreed replacement value.

The schedule distinguishes telemetry access, software commands, action blocking, physical handling, transport, custody and mechanical work. Unlisted permissions are not granted.

Live work requires a documented risk assessment, an approved test plan and a named competent local operator with authority to stop the robot.

Start with observation or simulation where practical. Live commands require separate written approval of the machine, software version, permitted actions and operating limits.

The provider follows the approved limits. The customer provides suitable premises, manufacturer instructions, access controls and the agreed local supervision.

ClawMetry software is not a safety-rated emergency-stop system. Independent manufacturer safety systems, interlocks and physical emergency stops must remain operational.

Neither party may disable safety functions or extend permissions without an approved change and any required manufacturer validation.

No unattended, medical, vehicle, aviation or other safety-critical operation is authorised unless expressly assessed and agreed separately.

5. Changes, testing and acceptance

Record each proposed change, reason, version, effect, risk, cost and rollback method. Both parties must approve scope or command-permission changes before execution.

The schedule defines tests and measurable acceptance criteria. Record results, known limitations and the authorised customer's express sign-off.

Silence, access or payment does not establish safety approval. Software acceptance does not replace the owner's or manufacturer's hardware validation.

Notify defects promptly with available evidence. The provider investigates and remedies defects attributable to its agreed work within a reasonable agreed period.

Statutory remedies remain available where required. Production use needs a separate written decision if it falls outside the pilot scope.

6. Liability and insurance

Each party remains responsible under applicable law for loss caused by its breach, negligence or other legally attributable conduct.

Before live robot work, the parties must agree written liability limits and a clear allocation of equipment risk in the project schedule.

State separate amounts for direct financial loss, physical damage to robots and other property, and bodily injury where lawful. Identify each limit's aggregation period.

For unpaid work, agree an express non-zero amount where a cap is intended. A fee-based formula must not silently produce a zero cap.

No cap or exclusion in these documents applies to deliberate misconduct, wilful recklessness by the provider's management, or liability that cannot lawfully be limited.

Mandatory product liability and third-party rights remain unaffected. Do not assume that calling the work software integration removes statutory manufacturer or importer duties.

There is no general exclusion of all liability. Any consequential-loss exclusion, indemnity or special warranty must be expressly agreed and checked against insurance.

The schedule must identify actual insurance, insured parties, dates, territory, activities, limits and deductibles, with written evidence of relevant cover.

Explicitly address borrowed property, custody, property being worked on, software-command damage, accidental breakage, transport and any owner-insurer recovery rights.

A certificate alone does not establish cover for every risk. An owner's equipment policy and the provider's liability policy serve different purposes.

These documents do not bind an insurer, provide insurance or guarantee payment for a broken robot. Live work must wait until agreed insurance requirements are satisfied.

7. Incidents, complaints and corrective action

Either party must stop or suspend affected work when it reasonably identifies an unsafe condition, unauthorised access or a serious defect.

Use the local emergency procedure for immediate danger. Notify the named project contacts promptly and preserve logs without exposing confidential or personal data unnecessarily.

Record the event, contain the problem and agree investigation, rollback, corrective action and restart approval with the owner and operator.

The provider assesses whether affected software versions must be disabled, withdrawn or corrected. The owner coordinates any physical equipment recall with its manufacturer.

Send complaints to vivek@clawmetry.com and the project contact. The parties agree corrective actions and escalation without assuming an unagreed response-time guarantee.

Notify relevant insurers as required by their policies. Neither party may make admissions or settlements on behalf of the other.

8. Support and service levels

No uptime, round-the-clock staffing, response time or resolution time is promised by these terms. Support arrangements must match the provider's actual resources.

An optional SLA becomes effective only when both parties complete and sign it. It must identify covered services, hours, measurement, targets, exclusions and remedies.

A response target is not a repair deadline. An observability or support service must never replace local safety control or emergency response.

9. Confidentiality, data and security

Each party protects the other's confidential information and uses it only for the agreed project. Lawful disclosures and information already public are excluded.

The schedule records collected telemetry, permitted commands, access roles, storage locations, recipients, retention and deletion. Use the least access needed.

No publication of customer names, recordings, robot data or results is permitted without written permission.

If personal data is processed, establish the parties' legal roles and any required processing agreement before collection. Record any international transfers and safeguards.

Neither these terms nor an unsigned template is a completed data processing agreement. Report security incidents promptly to the agreed contacts.

10. Delays, suspension and ending a project

A party affected by an event beyond its reasonable control must notify the other, limit the effects and propose a revised plan.

Force majeure does not excuse avoidable failures or remove mandatory rights. Either party may end affected work if the disruption continues for 30 days.

Either party may suspend work for unsafe conditions, missing permissions or missing agreed insurance. Record the reason and conditions for restarting.

For a material breach that can be remedied, give written notice and 14 days to remedy it before termination.

Immediate termination is available where continuation would be unlawful or create an unacceptable safety risk. Agree any cancellation notice and payment consequences in the schedule.

On termination, revoke access, preserve required evidence, return equipment and handle data as agreed. Accrued rights and continuing confidentiality duties remain.

11. Law, disputes and version

Dutch law governs the agreement, subject to mandatory rules. The parties first seek an agreed resolution through their named contacts.

If no resolution follows within 30 days, disputes go to the competent Dutch court unless the signed schedule lawfully agrees another forum.

If a provision is invalid, the remaining provisions continue where legally possible. The parties agree a lawful replacement with a similar purpose.

This English version is the proposed contract text. A translation or later website update changes no existing agreement without express written agreement.

Version: 7 November 2026. Legal enforceability and insurance compatibility require project-specific review before signature.