

GENERAL CONDITIONS OF SALE

ProCare

Acceptance of Sensara's quotation includes the explicit acceptance of these General Conditions of Sale.

No other terms and conditions, whether contained in any purchase order or otherwise, shall be binding unless they are expressly agreed to in writing by Sensara.

1. Validity, scope

- 1.1 These General Conditions of Sale apply to all sales of Sensara Products. Installation of the products is not covered in this set of General Conditions, which pertain purely to the sale of Products. The installation of the Products supplied by us is not included in our quotation. Buyer agrees to indemnify Sensara from any liability or expense Sensara may incur as a result of any installation works by or on behalf of Buyer.
- 1.2 Unless expressly withdrawn, the quotation ("offer") shall remain open for acceptance for a period of thirty (30) days from the date stated on the offer. Any order arising from our offer shall be binding only after confirmation by Sensara.
- 1.3 At any time before the agreed delivery date, Buyer may submit an order change request. Acceptance thereof shall be at the sole discretion of Sensara and, if accepted, Sensara shall confirm such changes in writing.
- 1.4 Sensara shall send Buyer invoices for delivered Products and Buyer shall pay such invoices in accordance with the payment terms set forth herein.

2. Documents

- 2.1 All technical information in relation to our Products and their maintenance remains Sensara property and, except where intended to serve as instructions for use or advertising matter, may not be utilized or copied, reproduced, transmitted or communicated to third parties without our prior written consent. Illustrations, catalogues, colors, drawings, dimensions, statements of weight and measurements etc. made available by Sensara as printed information are only meant to present a general idea of the Products to which they refer; they are approximate only and therefore not binding upon Sensara.

3. Trade terms

- 3.1 Unless otherwise agreed the latest edition of the Incoterms as issued by the International Chamber of Commerce shall apply to the sales transaction, it being understood that:
 - (a) under C.I.F./C.I.P. terms Sensara shall provide for marine insurance during the transport from our warehouse to Buyer's warehouse against all risks of the carriage;
 - (b) under any terms holding Sensara liable for the costs of transportation and/or insurance, any

additional costs of rerouting and/or surcharges which are the result of circumstances or events that are beyond our reasonable control such as, but not limited to, those enumerated under "force majeure" hereof, shall be for Buyer's account.

- 3.2 In the absence of any terms in our quotation, the Products shall be considered to have been offered Ex Works (EXW) in accordance with the same Incoterms, and if in such case we undertake to send the Products to their destination, at the request of the Buyer, the risk will pass not later than when the Products are handed over to the first carrier.

4. Storage

- 4.1 In case the Products cannot be dispatched to their destination at the date scheduled therefor by reasons attributable to the Buyer and/or outside Sensara's reasonable control, we shall be entitled to store the Products concerned at the Buyer's expense and risk, in which case the warehouse receipts shall serve as substitutes for the shipping documents in all respects and the Buyer undertakes to reimburse within fourteen days of Sensara's first demand any and all additional expenses so incurred.

5. Complaints and returns

- 5.1 Any complaints of erroneous Sensara dispatch and/or apparent damage or faulty Products shall be made in writing within fourteen (14) days after receipt of the Products by Buyer giving the reason for the request to return the Products and the date and number of Sensara's invoice. If return of the Products is agreed upon by Sensara in writing by means of a return authorization notice, the Products shall be forwarded in accordance with Sensara's instructions; all Products returned must be consigned, insurance and carriage prepaid by Buyer and packed in their original packaging.

6. Prices

- 6.1 Prices are based on the agreed upon delivery date(s). Sensara reserves the right to adjust the prices in the event of changes of delivery date(s) or changes in other circumstances upon which Sensara's agreement is based and which fall beyond Sensara's control. Furthermore the prices may be altered before or after acceptance of Sensara's quotation as a result of (material) changes in the prices for raw materials or third party components to be used in the manufacture of the Products. Sensara shall notify the Buyer on the occurrence of such price alterations and, in case of a notification of a price increase the Buyer shall be entitled to cancel the pertaining (part of) the order/contract in writing provided such cancellation has been received by Sensara timely in advance of the dispatch of the Products or within seven (7) days as

Sensara B.V.

Rotterdam Science Tower 10th floor
Marconistraat 16, 3029 AK Rotterdam
+31 (0)10 7640 803, info@sensara.eu

BTW NL854093424.B.01
KVK 60863463
IBAN NL24RABO0183675428



from the date of Sensara's price increase notification, whichever is the soonest.

7. Payment

7.1 Buyer shall, unless otherwise agreed upon, pay Sensara all amounts due hereunder in the currency as agreed upon within thirty (30) days of receipt of the corresponding invoice. In case partial deliveries and/or installation have been agreed upon invoicing shall provide for pro rata payments thereunder. Payment will constitute a valid discharge only in so far Sensara's account is credited in her favor, irrevocably and free of charge, in the currency quoted, in freely convertible and transferable funds, at its exact due date. Any delay in payments will incur legal interest immediately as from the due date.

8. Retention of title

8.1 Without prejudice to the passing of the risks in accordance with the applicable trade term as described above, Buyer explicitly accepts that Sensara retains full ownership of the Products until full payment has been received of all amounts due and Buyer shall not resell the Products and take all measures to protect the Products and to ensure that Sensara's title to the Products is in no way prejudiced.

8.2 Buyer shall be obliged to insure the Products at its own expense for the time they remain Sensara's property.

8.3 Buyer shall give Sensara any assistance in taking any measures required to protect Sensara's property rights.

8.4 If Buyer fails to make any payments to Sensara when due, Buyer shall upon Sensara's first notice, be obliged to return to Sensara, at Buyer's risk and expense, any Products that are subject to the retention of ownership title. The retention of title and consequent return of Products shall not in any way affect any other rights of compensation Sensara may have under these General Conditions of Sale or applicable law.

8.5 If retention of title is not valid or enforceable under applicable law, Sensara shall be entitled to rights as closely as possible to the rights above as such Law permits.

9. Warranty

9.1 Sensara warrants the quality and functioning of the Products supplied conform their specification for a period of one year as from the date of acceptance, but in no event for more than eighteen months as from the date of dispatch, against all defects or failures which appear therein under use in accordance with the user manual and instructions, and which arise solely and directly from faulty materials or workmanship.

9.2 Under this warranty Sensara shall replace parts that have been proven to have defects as set forth above or, at Sensara's option, repair such parts or have them repaired at Sensara's order, always free of charge to Buyer, provided that Sensara is informed by Buyer in writing within fourteen (14) days after the defects have revealed themselves and the defective Products have been returned to an address or location indicated by

Sensara. Defective parts shall become Sensara's property as soon as they have been replaced.

9.3 This guarantee does not include components or products to which a specific manufacturer's guarantee applies.

9.4 This guarantee does not cover damage sustained by ordinary wear and tear or damage arising in consequence of negligence or improper handling or improper use of the Products or parts thereof by Buyer or Buyer's agents, or of maintenance by unauthorized persons or dealers, or of improper storage in the event of the Products wholly or partly being stored by the Buyer prior to installation or use.

10. Limitation of liability

10.1 Compliance with Sensara's guarantee undertaking pursuant to paragraph 8 above or with any agreed modification thereof shall be considered to give full satisfaction to the Buyer. Any claim of the Buyer to offset, for compensation of damages and losses (except in cases indicated below) or for dissolution of the contract or for damages other than resulting from Sensara's liability provisioned herein below is hereby waived.

10.2 Sensara accepts liability only for personal injury and direct material damages to the Products supplied, and will indemnify Buyer, up to a maximum of € 400.000 (four hundred thousand Euro) per event or series of subsequent occurrences with the same cause, to the extent such injury or damages are the direct result of negligence of Sensara or of persons authorized to provide services on Sensara's behalf, as well as to the extent such injury or damages are the direct result of proven defects in materials or faulty workmanship in Products manufactured by Sensara and provided always such injury or damages are not the result of modifications in or to the Products made without Sensara's prior written approval.

10.3 Sensara shall not be liable for damages or losses other than those which are expressly assumed herein and Sensara's liability shall in no event include any consequential or other special or indirect or punitive damages nor for any loss of whatsoever nature and howsoever arising. Buyer shall hold Sensara harmless from any and all such claims of third parties.

11. Software

11.1 Ownership of, and title to, software and related documentation made available to Buyer (the "Software") shall remain vested in Sensara and/or in the third party which authorized Sensara to sublicense its software, regardless of whether it was or was not prepared specifically for use by Buyer. Buyer shall in no event reproduce, reverse engineer or modify the Software unless and to the extent permitted by mandatory law applicable to these General Conditions of Sale, nor divulge, make available or permit to use the Software, in any form, to any third party without



Sensara's prior written consent and Buyer assumes full liability for the protection and integrity of the Software.

- 11.2 Sensara accepts no liability for software-related problems. In the event a software issue appears which can be reproduced, Sensara shall use its best commercial efforts to resolve the issue within the shortest time practicable. Minor software issues shall be addressed in software updates or upgrades.

12. Force majeure

- 12.1 In the event of Force Majeure (as defined hereinafter) the party being delayed or damaged thereby shall inform the other party as soon as possible but in any event within seven (7) days after the start of such Force Majeure specifying the nature of the Force Majeure as well as the estimated duration thereof.
- 12.2 In the event the Force Majeure situation continues for more than thirty (30) days or is expected to last longer than thirty (30) days, Buyer is entitled to terminate the agreement by simple notice in writing and without Sensara being entitled to any claim for damages. Otherwise the parties' rights and obligations will be suspended until renewed by a party in writing.
- 12.3 "Force majeure" shall mean circumstances or occurrences beyond Sensara's reasonable control - whether or not foreseeable at the time of the confirmation of the order - in consequence whereof Sensara cannot reasonably be required to execute any or any part of its obligations with respect to any order placed with Sensara. Such circumstances or occurrences may include, but are not restricted to: acts of God, war, civil war, acts of terrorists, insurrection, fires, floods, labour disputes, strikes, epidemics, governmental regulations and/or similar acts, freight embargoes, non-availability of any permits, licenses and/or authorizations required, defaults or force majeure of suppliers or subcontractors.

13. Export Control

- 13.1 Buyer acknowledges that the Products and/or documentation supplied may be subject to export control regulations from the United States or any specific local export regulations and Buyer acknowledges that it is familiar or agrees to become familiar with such regulations. Buyer furthermore agrees that it will not deal with the Products and/or documentation in violation of such regulations.

14. Applicable law, competent court

- 14.1 All disputes arising out of or in connection with the present sales transaction and these General Conditions of Sale shall be settled by the competent courts in Amsterdam, The Netherlands
- 14.2 The sales transaction and these General Conditions shall be subject to Dutch law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.
