

Product Terms Sentron Europe B.V.

version: 1.0

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1. Definitions

1.1. In these Terms of Use, the following terms, always capitalized and used in both singular and plural, have the following meaning:

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| 1.1.1. | Account | The profile that the User must register in the App, so that he can use it; |
| 1.1.2. | App | the app that Sentron makes available to the User, consisting of a portal with which various Measurement Data can be monitored, as described in more detail in the Agreement; |
| 1.1.3. | Service | the provision of the App; |
| 1.1.4. | Documentation | the product information provided by Sentron, and manuals regarding the Products; |
| 1.1.5. | Defect | of substantial non-compliance of the Product with the Documentation. A defect only exists if the Customer can demonstrate it and it is reproducible. The Customer is obliged to report defects without delay. Sentron shall have no obligation whatsoever with regard to other imperfections in or to the Products other than with regard to defects within the meaning of these Product Terms; |
| 1.1.6. | User | the user of the Product; |
| 1.1.7. | Hosting | the service provided by a third party - whether or not engaged via Sentron - with regard to hosting a cloud environment for storing backups of Measurement data; |
| 1.1.8. | Intellectual Property | Rights all intellectual property rights and related rights, anywhere in the world and both registered and unregistered, including but not limited to copyrights, trade secrets, database rights, domain names, trade name rights, trademark rights, design rights, neighboring rights, and patent rights; |
| 1.1.9. | Customer | the party with whom Sentron enters into an Agreement; |
| 1.1.10. | Purchase | the purchase of Products as described in the Agreement; |
| 1.1.11. | Measurement data | the objectively measurable data that arise from a measurement with the Probe, and which can be made visible on both the Probe and in the App; |
| 1.1.12. | Agreement | the purchase agreement for the Probe and the agreement for use of the App that is concluded between Sentron and the Customer, any amendment or addition thereto, as well as (legal) acts in preparation for and in execution of that agreement, to which these Product Terms and Conditions apply; |
| 1.1.13. | Parties | Sentron and Customer together; |
| 1.1.14. | Personal data | all information about an identified or identifiable natural person (the data subject), as described in Article 4 sub 1 GDPR; |
| 1.1.15. | Privacy Policy | Sentron's privacy policy, as made available at http://www.sentron.nl/Privacy-Policy-Sentron-Europe.pdf ; |

- 1.1.16. **Probe** the device with which Measurement Data can be collected, all this as further described in the Agreement;
- 1.1.17. **Product(s)** the Probe(s) and Service(s) delivered, created for or made the fulfillment of the Agreement;
- 1.1.18. **Product** terms these Sentron product terms;
- 1.1.19. **Sentron** the user of these Product Terms and Conditions, namely Sentron Europe BV, registered with the trade register of the Chamber of Commerce with number 04047203.

2. These Terms of Use have been prepared in English and contain Dutch legal terms (which are quoted in inverted commas: "..."). These Terms of Use may have been translated into other languages. In case of a dispute, the English version shall have precedence and must be interpreted in accordance with the laws of the Netherlands. Thereto, In the Terms of Use:

- 2.1. reference to "or" is not exclusive and "include" and "including" shall not be construed or read to be limiting;
- 2.2. reference to "hereby", "herein", "hereof", "hereunder" and any like words refer to the Agreement and/or these Terms of Use, except where on the basis of the context another meaning can be the only reasonable interpretation;
- 2.3. reference to a law, regulation or statute includes any amendment or modification to such law, regulation or statute and any further rules issued thereunder or any law, regulation or statute in replacement therefore;
- 2.4. references to a natural person or legal entity includes its successors or assigns, to the extent permitted under the Agreement;
- 2.5. any rights of either Party may be exercised at any time and from time to time unless specified otherwise in the Agreement;
- 2.6. reference to "written/in writing" in this Agreement also refers to email communication, provided the identity of the sender and the integrity of the contents is adequately established;
- 2.7. reference to an article in these Terms of Use shall be a reference to such section of the body of the Terms of Use, and not to any attachment or other document, unless where explicitly provided otherwise; and
- 2.8. specific references in (the body of) these Terms of Use to other parts of the Terms of Use shall be without prejudice to the full general applicability of any unreferenced provision or part thereof.
- 2.9. the headings of articles, sections, portions or paragraphs of the Terms of Use are for ease of reference only and shall not affect the interpretation of the respective rights and obligations of the Parties and shall not form any part of the Terms of Use for the purposes of construction;
- 2.10. the wording of the Agreement shall be decisive in interpreting the mutual rights and obligations of the Parties under the Agreement.

3.Applicability

- 3.1. These Product Terms and Conditions apply to the Agreement and to any use of the Product and to the provision thereof by Sentron to the Customer and its Users.
- 3.2. Deviations from and/or additions to these Product Terms and Conditions are only valid if agreed in writing between the Parties.
- 3.3. In the event of a conflict between the Agreement and these Product Terms and Conditions, the Product Terms and Conditions take precedence over the Agreement, unless the Parties have expressly deviated from this in writing.

- 3.4. The applicability of (purchase) conditions of the Customer, of whatever nature and in whatever form, is expressly rejected.
- 3.5. If one or more provisions of these Product Terms and Conditions are void or destroyed, the other provisions of these Product Terms and Conditions will remain in effect. In such a case Sentron will replace these provisions with (a) new provision(s), taking into account the purpose and intent of the original provision(s) as much as possible.
- 3.6. Customer guarantees compliance with the Product Conditions by it and by its Users. Customer guarantees that its Users will not use the Products without prior agreement on these Product Terms.
- 3.7. Sentron reserves the right to amend the Product Terms at any time. The most recent version of the Product Terms and Conditions always applies and is made available via <http://www.sentron.nl/Product-Terms-Sentron-Europe.pdf>. If the Customer and/or its Users continue to use the Products after the most recent version of the Product Terms and Conditions has come into effect, these will be deemed to have been agreed and applicable.

4.Sentron

- 4.1. For questions, complaints or other matters, the Customer and User can contact Sentron's customer service. Sentron can be reached via the following details:

Sentron Europe BV

Postal address:

Kamerlingh-Onnesstraat 5

9351 VD Leek, The Netherlands

Contact details (for complaints)

Email: info@sentron.nl

Telephone: +31 (0)50 5013 800

Chamber of Commerce number: 04047203

VAT identification number: NL 007758996B01

5.Products

A. Probe

- i. Sentron sells the Probe as agreed in writing in the Agreement.
- ii. Sentron does not guarantee that the Probe is suitable for the actual and/or intended use by Customer and/or User upon delivery, unless the use purposes are clearly and without reservation agreed in the Agreement.
- iii. Sentron's sales obligation does not include mounting and installation materials and consumables and utensils.
- iv. All replaced Probes become the property of Sentron. At Sentron's request, all Probes will be returned to Sentron.
- v. Terms and dates of delivery are always indicative, unless explicitly designated as fatal.

B. Service

- i. Sentron makes an App available to Users on an "as is, as available" basis, as further described in art. 6.3.
- ii. User is responsible for installation and configuration of the App.
- iii. The User cannot derive any rights, of whatever nature and in whatever form, from (use of) the Service.

iv. Delivery and use of the Service are exclusively in accordance with Articles 6 and 7 of these Product Terms and Conditions.

C. General

- i. In addition to the provisions of articles 6 and 7 and/or in this article part A and/or B, part C also applies to Products.
- ii. Sentron does not guarantee that the Product is suitable for the actual and/or intended use by the Customer and/or User.
- iii. If the Customer and/or User discovers a Defect, the Customer and/or User must immediately report the Defect to Sentron in writing, at the risk of forfeiture of rights.
- iv. Sentron will make every effort to repair Defects in the Products free of charge within a reasonable period of time if these Defects have been reported in detail to Sentron within a period of three (3) months after delivery. Sentron is always entitled to replace the Products free of charge with other similar, but not necessarily identical products, including in any case, but not limited to, if - in Sentron's opinion - repair is not possible, repair will take too long or if the recovery is disproportionately high. Sentron is free to have the rectification of a Defect handled by and/or outsourced to a third party.
- v. Any other or further appeal by the Customer and/or User on non-conformity of the delivered Products is excluded.
- vi. If the Customer and/or User discovers a Defect, the Customer and/or User must immediately report the Defect to Sentron in writing, at the risk of forfeiture of rights. Sentron has no obligation under the Agreement with regard to Defects and/or other errors reported after the expiry of the aforementioned warranty period.
- vii. Recovery of data and data conversion, including Measurement data, is not covered by the warranty.
- viii. Costs of work and repair outside the scope of this warranty will be charged by Sentron in accordance with its usual rates. Sentron is entitled to charge examination costs if, in Sentron's opinion, the Product does not appear to show any Defects after inspection.
- ix. Sentron's foregoing obligations will lapse if Defects in a Product or in its components, in whole or in part, are the result of incorrect, careless or incompetent use, the Product is or has been used for other purposes for which it is intended, if the alleged Defect is the result of wear and tear as a result of normal use, if the Defect is the result of external causes such as fire or water damage, if items have been made available for processing by the Customer and/or User, if a software modification or upgrade has taken place that has not been done by Sentron itself or by a Sentron appointed third party or if the Customer and/or User has made changes to a Product delivered under warranty without Sentron's permission. Furthermore, an agreed warranty obligation will expressly not apply to items that are subject to natural wear and tear over time.
- x. Insofar as Sentron is obliged to compensate for damage or costs that the Customer and/or User has suffered as a result of a Defect, fulfillment of the aforementioned obligation to repair by Sentron shall apply as sole and full compensation.
- xi. Sentron does not guarantee in any way that the representation of Measurement Data is a correct statement of reality.

6. User

- 6.1. The User declares to make personal use of the Service only and the user is solely responsible for compliance with the Product Terms.
- 6.2. User may not misuse the Service. This means, among other things, that the User guarantees that he:
 - 6.2.1. does not commit a criminal offense;

- 6.2.2.transmit, transmit, distribute or otherwise incorporate into the Products any virus, trojan, worm, logic bomb or other material that is malicious, technologically harmful;
 - 6.2.3.does not damage any aspect of the Service or Accounts or hack data
 - 6.2.4.does not infringe any Intellectual Property Rights;
 - 6.2.5.does not attempt to affect the performance or functionality of the Service;
 - 6.2.6.not engage in fraudulent conduct or misuse or attempt to misuse the Service;
 - 6.2.7.does not violate any applicable state, federal or international law or regulation;
 - 6.2.8.do not upload any malicious code, script or data that could harm, disrupt or alter the Service.
- 6.3.Sentron shall not be liable for any loss of data, including Metering Data, resulting from action for breach of the foregoing provision, such as suspension or termination of access to the Service.

7.Delivery of the Service

- 7.1.Sentron will provide the Service to Customer in a manner to be determined by Sentron.
- 7.2.All Services are provided and performed on the basis of a best efforts obligation.
- 7.3.Buyer acknowledges, understands and agrees that Buyer accepts the App as it is at the time of delivery ("as is, as available"), therefore with all visible and invisible errors and defects, without any representation, warranty or undertaking of any kind by Sentron, and that Buyer relies on its own investigation and investigation thereof.
- 7.4.The App is deemed to have been accepted by the Buyer upon delivery.
- 7.5.Sentron will make the App available to User via its website <http://www.sentron.nl/product/sentron-app/> where User can download this App, failing which User can download the App in the Apple Appstore or the Google Play store.

8.Use of the Service

- 8.1.User acknowledges and accepts that Sentron only makes an effort through the Service to make an App available, which User can use to display Measurement Data on a device other than the Probe itself.
- 8.2.Sentron will make every effort to enable the User to use the Service.
- 8.3.Sentron hereby grants User access to the Service, subject to the terms of these Product Terms.
- 8.4.Sentron is not responsible for any decision made by Users through the Service. The User is responsible and liable for all actions that he performs using the Service. The User indemnifies Sentron against any claim arising from his actions using the Service.
- 8.5.User is solely responsible for compliance with the Product Terms.
- 8.6.The User must comply with the technical and functional requirements necessary for access to the Service. User accepts that Sentron in no way guarantees that the App is available for or compatible with User's hardware. The risk of loss, theft and/or damage to the User's data is always borne by the User.
- 8.7.The User declares to only use the Service on the devices that are linked to his Account with the App provider(s) he uses.
- 8.8.Sentron is at all times entitled (but not always obliged) to limit, change, adapt, (temporarily) disable, limit its use, and/or terminate the Service without prior notice, without being or becoming liable for damages or liability towards the User. If the User does not agree with the adjustments and/or changes that have been made, his only option is to stop using the Service.

9.Account

- 9.1.All actions that take place in the App after logging in with an account of the User are deemed to take place under the responsibility and supervision of the User. In case of suspected abuse, the User must inform Sentron as soon as possible.
- 9.2.In order to use the Service, the User must create an Account in the manner described in the App. User guarantees that the information provided when creating the Account is complete, up to date, truthful and correct and remains so during the use of the Service. User will adjust the information if necessary to continue to comply with this warranty.
- 9.3.The User is responsible for the security of the Account, including but not limited to choosing a strong password and keeping (the combination of) username and password confidential.
- 9.4.Sentron is entitled at all times, without giving any reason, to refuse the creation of an Account, to impose additional requirements on the creation of an Account or to block or delete an Account already created with immediate effect.
- 9.5.The Account is strictly personal. The User declares not to provide his Account to others, to give it access to it, or to allow it to be used, unless Sentron has given explicit permission to do so.

10.Intellectual Property Right

- 10.1.All Intellectual Property Rights in anything supplied, developed or made available to Customer under the Agreement, including Documentation, Products supplied or made available by Sentron, rest solely with Sentron or its licensors or suppliers.
- 10.2.Customer and User only acquire the non-exclusive and non-transferable usage rights for the specific application for which the delivery of Products was intended. It is expressly prohibited to use the Service for other purposes and/or to use the Service (otherwise) in violation of applicable laws and regulations.
- 10.3.The User is not allowed to copy the App to third parties, to sublicense the App or to make it available to third parties, by means of rental, a Software-as-a-Service (SaaS) construction or otherwise.
- 10.4.The User is not permitted to make changes to the App, to remove or make illegible any designation of Sentron or its licensors as the rightful claimant(s) to the App or parts thereof.
- 10.5.The User is not permitted to reverse engineer or decompile, except to the extent permitted by mandatory law.
- 10.6.The User is not permitted to combine the App with open source software in such a way that the result can only be used or distributed when (parts of) the App itself is offered as open source.
- 10.7.Sentron is permitted to take technical measures to protect the Documentation and Products. If Sentron has secured the Documentation and Products by means of technical protection, the Customer and User are not allowed to remove or circumvent this protection. If the security measures prevent the Customer and/or User from being able to make a backup copy of the Documentation and Products, Sentron will make a backup copy available to the Customer and/or User at the request of the Customer and/or User. .
- 10.8.In the unlikely event that the Documentation or Products supplied by Sentron to the Customer in the Netherlands infringe any Intellectual Property Right of a third party, and the Customer is held liable in this regard, the Customer is obliged to immediately inform Sentron in writing. In such an event, Sentron shall be entitled, at its option, to remedy such infringement. The content of a possible legal claim and the handling of the case, including the making of any settlements, will be left entirely to Sentron. With regard to an infringement of Intellectual Property Rights outside the Netherlands and/or in the event that the Product supplied by Sentron has not been developed by Sentron itself, the Customer will not be able to assert any claim or claim against Sentron.
- 10.9.Sentron is not liable for the infringement of any Intellectual Property Rights resulting from:
 - Any change in or to the Product sold or supplied by or on behalf of Sentron;

- Any use or application of the Product delivered by Sentron other than that prescribed by Sentron or which Sentron may rely on under the Agreement;
- not sold and supplied by or on behalf of Sentron Products, including (parts of) systems and networks;
- a software modification not made by or on behalf of Sentron.

10.10.If Customer finds that third parties infringe Sentron's Intellectual Property Rights, Customer is obliged to immediately notify Sentron.

11.Price

- 11.1.Use of the Service is free, without prejudice to the provisions of this article.
- 11.2.Account and risk for the use of the (adequate) resources for the use of the Service, such as a Probe, mobile telephone, internet connection, Bluetooth, electricity, and its security, etc., lies with the User.

12.Hosting

- 12.1.The backup of the Measurement data is stored by means of Hosting, unless otherwise agreed.
- 12.2.The terms and conditions of the Hosting provider apply mutatis mutandis.
- 12.3.In accordance with the provisions of Article 12, Sentron can never be held liable for any damage, of whatever nature and in whatever form, as a result of (the failure of) the Hosting.

13.Privacy

- 13.1.Sentron's processing of Personal Data, including the processing of Personal Data of Service Users, is governed by the Privacy Policy.
- 13.2.The Privacy Policy can be viewed and downloaded at <http://www.sentron.nl/Privacy-Policy-Sentron-Europe.pdf> .
- 13.3.User declares to have taken note of, and unconditionally agree with, the content and scope of the Privacy Policy.

14.Indemnification

- 14.1.To the maximum extent permitted by applicable law, and unless mandatory applicable law provides otherwise, User shall be liable for and indemnify Sentron and its affiliates, and their directors and officers, from all liability, loss, damage, costs or claims from third parties (including, but not limited to, legal fees on an indemnity basis), regardless of cause, in connection with the use of the Service and any violation of these Product Terms by User.

15.Liability

- 15.1.Sentron's liability for damage suffered by the Customer and/or User as a result of an attributable failure to fulfill its obligations and/or as a result of an unlawful act by Sentron, its employees or third parties engaged by it is excluded.
- 15.2.Insofar as Sentron's liability cannot be excluded, the liability is limited to the aforementioned limited obligation to repair and, moreover, in any case limited to compensation for direct damage up to a maximum of the amount that Sentron's insurer pays out for the relevant case, or the net amount received by Sentron for the Product to which the damage is attributable for one (1) month prior to the damage-causing event (whereby multiple events count as one event) that gave rise to liability, and in total to a maximum of EUR 5,000 per event. The total compensation for direct damage will never exceed EUR 10,000.

15.3. Direct damage is exclusively understood to mean:

- a. material damage to goods;
- b. reasonable costs incurred to prevent or limit direct damage that might be expected as a result of the event on which the liability is based; and
- c. reasonable costs incurred to determine the cause of the damage.

15.4. Sentron's liability for indirect damage is excluded. Indirect damage is understood to mean all damage that is not direct damage and therefore in any case, but not limited to, production loss, consequential damage, lost profit, lost savings, trading loss, damage caused by third parties, reduced goodwill, damage or costs resulting from use or misuse of access or identification codes, certificates, passwords or other security means, damage or costs resulting from network failures, data and data loss, loss of or incorrect Metering Data, damage and costs as a result of Hosting, including outages and Hosting failure, damage or costs resulting from hacks, including theft of Personal Data, Metering Data, data leaks, and damage or costs resulting from connecting and linking Products with devices, links, APIs etc., from third parties.

15.5. The exclusions and limitations referred to in this article lapse if and insofar as the damage is the result of intent or willful recklessness on the part of Sentron or its management.

15.6. Unless fulfillment of the Agreement by Sentron is permanently impossible, Sentron is only liable for attributable shortcomings in the performance of the Agreement if the Customer gives Sentron notice of default without delay, whereby a reasonable period is given for remedying the shortcoming, and Sentron also after that period has imputably failed in the fulfillment of its obligations under the Agreement. The notice of default must contain a complete and detailed description of the shortcomings, so that Sentron is given the opportunity to respond adequately.

15.7. A condition for the existence of any right of the Customer to compensation is always that the Customer reports the damage to Sentron in writing as soon as possible, but at the latest within thirty (30) days after the damage has occurred. Any claim for compensation against Sentron lapses by the mere lapse of three (3) months after the claim arose, unless the Customer has instituted a legal claim for compensation before the expiry of the term. This does not affect the Customer's obligation to complain.

15.8. The Customer indemnifies Sentron against all claims from third parties and resulting damage and costs as a result of a failure of the Customer in the fulfillment of the Agreement.

16. Duration and termination

16.1. The Agreement is entered into for an indefinite period and can be terminated at any time by either party. User can terminate the Agreement via his Account.

16.2. To the extent not otherwise provided in these Product Terms and Conditions, Customer shall be entitled to rescind the Agreement due to an attributable failure to perform the Agreement if Sentron imputably fails to perform essential obligations under the Agreement, after a written notice of default that is as detailed as possible, whereby a reasonable term is set for compliance with the shortcoming and this compliance has not taken place.

16.3. Each Party is authorized to rescind the Agreement as a result of an attributable shortcoming in the fulfillment of the Agreement by the other Party, if the other Party continues to fail imputably in the fulfillment of the obligations even after proper notice of default and the expiry of the reasonable periods given therein. The notice of default must contain as complete and detailed a description as possible of the shortcoming, so that the other Party is given the opportunity to respond adequately.

16.4. If at the time of the rescission (part of) the Product has already been delivered by Sentron to the Customer, then these Products and the associated obligation(s) are not subject to the undo obligations as a result of the dissolution.

- 16.5.Sentron is never obliged to pay compensation or any refund of compensation already received due to termination of the Agreement, in any way and for any reason.
- 16.6.Unless expressly agreed otherwise, the Client cannot terminate third-party services, such as Hosting and (software) licenses, that are required for the Service separately from the Agreement. If the Customer does this anyway, it is possible that the Customer, and its Users, will no longer be able to make (full) use of the Service.
- 16.7.Upon termination of the Agreement in any way and for any reason: (i) all of Customer's rights under the Agreement will terminate immediately; and (ii) Customer is not entitled to a refund of any amount paid.
- 16.8.All provisions that are intended to survive the end of the Agreement, in whatever way, will survive the end of the Agreement. These provisions include (but are not limited to) the provisions regarding the exclusions and limitations of Sentron's liability, regarding indemnification, regarding Intellectual Property Rights, regarding applicable law, regarding dispute settlement and this provision.

17.Force majeure

- 17.1.A Party cannot be held to fulfill any obligation in the event of force majeure.
- 17.2.Force majeure exists when a Party is hindered in the fulfillment of its obligation(s) as a result of a circumstance that is not due to its fault, and also does not under the law, a legal act or generally accepted in society fall for its account.
- 17.3.Force majeure on the part of Sentron, in addition to what is understood in the law and jurisprudence, includes illness of employees and/or absence of employees crucial for the delivery of the Product, interruption of the supply of electricity, strikes, riots , fire, natural disasters, floods, shortcomings of Sentron's suppliers, shortcomings of third parties engaged by Sentron, failures in the connection to the Internet, Hosting, hardware failures, failures in (telecommunications) networks, failures and failures in the Hosting, hacks, epidemics, pandemics, government measures and all other external causes over which Sentron has no influence.
- 17.4.The Party that invoked the force majeure is obliged to make every effort to ensure that the force majeure situation is as short as possible.
- 17.5.If a force majeure situation lasts longer than thirty (30) days, or as soon as it is established that the force majeure situation will last longer than three (3) months, both Parties are entitled to dissolve the Agreement in writing and in part (insofar as it affects the force majeure situation). In that case, what has already been performed on the basis of the Agreement will be settled proportionally, without the Parties owing each other anything else. This is without prejudice to the other provisions of these Product Terms and Conditions.

18.Amendment and transfer

- 18.1.All written or oral promises and commitments made prior to the Agreement are superseded by the contents of these Product Terms.
- 18.2.The Customer is not permitted to transfer, pledge and/or otherwise encumber its rights and/or obligations under the Agreement in whole or in part with a (limited) right without Sentron's prior written consent.
- 18.3.In accordance with the provisions of clause 2.7, Sentron reserves the right to change these Product Terms at any time.

19. Applicable law and disputes

- 19.1. The Agreement, these Product Terms, and all legal acts and disputes arising therefrom shall be exclusively governed by and construed in accordance with the laws of The Netherlands, regardless of its conflict of law principles. The applicability of the Vienna Sales Convention 1980 is expressly excluded.
- 19.2. Disputes, disputes or claims arising out of, in connection with or in connection with the Agreement or these Product Terms, including with respect to the formation, applicability, severance, termination, validity or enforceability thereof arising between the Parties in connection with this Agreement or further agreements arising from this Agreement will be settled by arbitration in accordance with the Arbitration Rules of the Automatisering Disputes Resolution Foundation (SGOA), with its registered office in The Hague (www.sgoa.eu). This provision is without prejudice to the right of the Parties to request a (provisional) injunction in (arbitral) summary proceedings, without prejudice to the right of the Parties to take protective measures (in Dutch: 'voorlopige voorziening') on the exclusive jurisdiction of the preliminary relief judge of the District Court of the Northern Netherlands, location Groningen. Sessions under this Agreement shall be held in Groningen. The arbitration procedure is conducted in the Dutch language.
- 19.3. If art. 18.2 is not applicable due to mandatory law, the exclusive jurisdiction belongs to the competent court of the District Court of the Northern Netherlands, location Groningen.

20. Other

- 20.1. If any provision of these Product Terms or the Agreement is held by a competent arbitrator or court to be invalid, ineffective, or unenforceable for any reason, the Parties shall negotiate in good faith to modify the Product Terms and/or the Agreement in such a manner as to effectuate the original intent of the Parties to the greatest extent possible in an acceptable manner.
- 20.2. Sentron may assign rights and obligations under the Agreement to third parties. The Customer hereby irrevocably agrees to such transfer already now. The Customer is not entitled to sell and/or transfer the rights and/or obligations arising from the Agreement to a third party without the prior written consent of Sentron, all this in accordance with article 14.2.
- 20.3. Sentron is permitted to engage third parties in the performance of the Agreement.
