

Terms and Conditions – Sentron Europe B.V.

Last updated on 14 April 2023

Module A. General

The provisions in this module “General” shall apply at all times.

1. Definitions

- 1.1. In these Terms, the following terms (both singular and plural and always capitalized) shall have the following meanings:
- 1.1.1. Account the profile that the User must register in the App, so that he can use it;
 - 1.1.2. Additional Use Terms additional terms that may apply to web or mobile applications as part of Products and/or Services;
 - 1.1.3. Affiliate any legal entity of which Sentron directly or indirectly holds 50% or more of the nominal value of the issued share capital or 50% or more of the voting power at general meetings or has the power to appoint a majority of directors or otherwise to direct the activities of such company, firm or legal entity;
 - 1.1.4. Agreement an as per article 2.3. constituted agreement governing the legal relationship concerning a Performance (i) between Sentron and the Customer or Distributor, such as any purchase order that is issued by Customer and accepted by Sentron or (ii) between Sentron and Supplier, as well as any change therein or amendment thereto, as well as any (legal) acts in preparation or execution of such agreement, to which these Terms apply;
 - 1.1.5. 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;
 - 1.1.6. Confidential Information any information, including but not limited to technical, commercial and financial information, including any Offer, Order, Agreement and (pricing) terms, and any Feedback, know-how, documentations, drawings, Materials and other written or oral information or information carriers, provided by or on behalf of Sentron (whether belonging to Sentron or to a third party) and/or generated for the benefit of or on behalf of Sentron by the Supplier, as well as all information about Sentron’s enterprise, that has come to the knowledge of the Customer, User and/or Supplier and/or its employees, plus the existence and the content of the business relationship between Sentron and the Customer, User and/or Supplier;
 - 1.1.7. Customer the party with whom Sentron enters into an Agreement;

- 1.1.8. Defect the substantial non-compliance of the Product or Service 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 or Service other than with regard to defects within the meaning of these Terms;
- 1.1.9. Delivery Date delivery date(s) or times referred to in the Agreement;
- 1.1.10. Distributor the distributor as appointed by Sentron. In case not explicitly mentioned, all articles meant for Customers are true for Distributors as well;
- 1.1.11. Documentation all documentation provided by Sentron in connection with the Products and Services, including any user manuals or instructions, catalogs, specification sheets, data, drawings, schedules, designs, source code, or any other documents or information obtained from Sentron or created by Sentron in whatever form including electronic or printed format;
- 1.1.12. EULAs (end-user) software license conditions, from Sentron or third parties, that may apply to software as part of the Product or Service;
- 1.1.13. Export Regulations export or import controls laws, customs regulations and foreign trade regulations/sanctions and any other regulations, requirements and conditions that prohibit or restrict the (re)export or transfer of certain items to certain countries, entities or individuals, such as the laws and regulations of the UN, EU, European countries, and US as well as of the country of origin of the Products or Services;
- 1.1.14. Feedback ideas, suggestions, feedback or recommendations by Customer to Sentron regarding Products or Services;
- 1.1.15. Force Majeure 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. Force majeure on the part of Sentron, in addition to what is understood in the law and jurisprudence, includes any circumstance or occurrence beyond the reasonable control of Sentron, whether or not foreseeable at the time of conclusion of the Agreement, as a result of which Sentron cannot reasonably perform or execute its obligations, including but not limited to acts of God, natural disasters and catastrophes including earthquake, lightning, hurricane, typhoon, flooding, volcanic activities, explosions, fire, extreme weather conditions, strikes, lock-outs, war, terrorism, political situation, civil unrest, riots, sabotage, vandalism, insurrections, industry-wide shortages, breakdown, of plant or machinery, fault or

loss of electricity supply, cyberattacks, and hacking, illness of employees and/or absence of employees crucial for the Performance, interruption of the supply of electricity or connectivity and communication services, 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;

- 1.1.16. Foreground IP all Intellectual Property Rights in and relating to the Performance including its results or created during the execution of the Agreement;
- 1.1.17. Hosting the service provided by a third party - whether or not engaged via Sentron - with regard to hosting a cloud environment;
- 1.1.18. Installation The Service where Sentron (or its subcontractor) will perform construction, cabling or installation activities;
- 1.1.19. Intellectual Property Rights all intellectual property rights and related rights, anywhere in the world and both registered and unregistered, which may exist or be created under the laws of any jurisdiction but irrespective of whether they are recognized as intellectual property rights, including but not limited to (i) rights associated with works of authorship, including exclusive exploitation rights, copyrights (including rights in software [including source code and executable or object code] and databases), neighboring rights and moral rights; (ii) trademarks, logos, get-ups, business names, domain names and trade and brand name rights, work introductions, and similar rights (whether registered or not); (iii) rights in trade secrets embodied in any form (including customer lists, marketing methods, supplier lists, APIs, methods, network configurations and architectures, processes, protocols, schematics, specifications, subroutines, techniques, user interfaces); (iv) patents and industrial designs (utility model) property rights and semiconductor IC topography rights; (v) design rights (whether registered or not); (vi) other proprietary rights in intellectual property (including any licenses); and (vii) rights in or relating to applications, registrations, renewals, extensions, combinations, divisions, continuations and reissues of, and applications for, any of the rights here referred to;

- 1.1.20. Materials any Products, (results of) Services, and/or other parts and/or results of the Performance, including but not limited to information, Documentation, documents, samples, TPD's, drawings, models, calculations, techniques, know-how, software (including its source code and object code and any documentation and including software embedded in Products or Services), the App, and other materials, and data or databases, regardless of the form or medium in which they are disclosed or stored, including any data carriers;
- 1.1.21. 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;
- 1.1.22. Minor Nonconformities nonconformities or anomalies that do not hinder the overall operation and intended use of Products or Services in accordance with the specifications. Minor Nonconformities do not qualify as a Defect;
- 1.1.23. Module a part of these Terms;
- 1.1.24. Non-Compliance the situation that any performance by Supplier, including but not limited to the supply, distribution, sale or license of any Products and/or Services, does not comply with Article 39.1 or the Agreement;
- 1.1.25. Offer means any quotation, proposal or offer provided to Customer by Sentron;
- 1.1.26. Open Source Software means any software that is licensed under open source license terms that require as a condition of use, modification or distribution of a work: (1) the making available of source code or other materials preferred for modification, or (2) the granting of permission for creating derivative works, or (3) the reproduction of certain notices or license terms in derivative works or accompanying documentation, or (4) the granting of a royalty-free license to any party under Intellectual Property Rights regarding the work or any work that contains, is combined with, requires or otherwise is based on the work;
- 1.1.27. Order the instruction of Sentron awarded to Supplier to deliver Performance;
- 1.1.28. Parties Sentron and Customer together;
- 1.1.29. Performance shall mean the supply, distribution, sale, provision, or license of any Products and/or any Services (to be provided by or on behalf of Sentron);
- 1.1.30. Personal data all information about an identified or identifiable natural person (the data subject), as described in Article 4 sub 1 GDPR;
- 1.1.31. Personnel personnel of Sentron, deployed or subcontracted by Sentron in the performance of an Agreement;
- 1.1.32. Prices all prices and fees in accordance with the Agreement and article 5 of these Terms;

- 1.1.33. Privacy Policy Sentron's privacy policy, as made available at <https://www.sentron.nl/Privacy-Policy-Sentron-Europe.pdf>;
- 1.1.34. Probe the device with which Measurement Data can be collected, all this as further described in the Agreement;
- 1.1.35. Product(s) tangible and/or intangible goods, e.g. components, tools, raw materials, software, prototypes products, Probe(s) and accessories sold, created, made and/or provided by Sentron directly, and indirectly, through Distributors, to the Customer, as described in the Agreement;
- 1.1.36. Purchase the purchase of Products as described in the Agreement;
- 1.1.37. Receiving Party the Customer, User respectively Supplier that is disclosed Confidential Information by Sentron;
- 1.1.38. RFQ request for quotation;
- 1.1.39. Standard Product Warranty an applicable standard limited warranty either accompanying the Product or as published on Sentron's website as the standard warranty applicable for a particular Product;
- 1.1.40. Service any services rendered to Sentron as described in the Agreement, such as the provision of the App, the design of half fabric Products on behalf of the Customer and in cooperation with Customer and/or the manufacturing of half fabric products, such as sensors and complete systems with electronics, firmware, software and casing, with one or more sensors specifically produced for Customer by Sentron and/or third parties;
- 1.1.41. Sentron the user of these Terms, namely Sentron Europe B.V., registered with the trade register of the Chamber of Commerce with number 04047203;
- 1.1.42. Sub-Supplier shall mean any party, sub-contractor or sub-suppliers or others, engaged and used by the Supplier related to the Performance;
- 1.1.43. Supplier shall mean each person or entity that provides, or offers, a Performance to Sentron or on behalf of Sentron;
- 1.1.44. Terms these Terms;
- 1.1.45. Third Party Intellectual Property Right intellectual property rights vested in a third party, legally valid and enforceable in the Netherlands and recognized under the laws of the Netherlands as intellectual property rights, exclusively meaning copyrights, trade name rights, trademark rights, patent rights and registered design rights, and explicitly excluding any other proprietary rights in intellectual property (including any licenses) and rights in or relating to applications, renewals, extensions, combinations, divisions, continuations and reissues of, and applications thereof;

- 1.1.46. Usage Data information and data generated from Performance (including any third party product, service or system provided in conjunction with the Performance) and/or the use thereof;
- 1.1.47. User the user of the Product;
- 1.1.48. Variation any cancellation, delay or other change by Customer of a purchase order previously accepted by Sentron, or any change in purchase order or a change in an Agreement, including an (partial) cancellation, delay or suspension, the addition, omission, alteration, substitution or modification of the design, quality, standard, quantity, manufacturing site or performance (including sequence, quantities or timing) of Products and/or Services;
- 1.1.49. Warranty Period a period of six (6) months from delivery of the Product – not being a custom made Product - to Customer respectively a period of 36 months from the date of delivery of the Product from Supplier to Sentron;
- 1.2. These Terms have been prepared in English and contain Dutch legal terms (which are quoted in inverted commas: "..."). These Terms 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:
- 1.3. reference to "or" is not exclusive and "include" and "including" shall not be construed or read to be limiting, but without limitation to the generality of preceding words;
- 1.4. reference to "hereby", "herein", "hereof", "hereunder" and any like words refer to the Agreement and/or these Terms, except where on the basis of the context another meaning can be the only reasonable interpretation;
- 1.5. 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;
- 1.6. references to a natural person or legal entity includes its successors or assigns, to the extent permitted under the Agreement;
- 1.7. any rights of either Party may be exercised at any time and from time to time unless specified otherwise in the Agreement;
- 1.8. The terms "agreed", "consent", "confirmed", "accepted", "informed", "notified" or "notice" and documents or acts of similar meaning will be deemed to be required to be done in writing
- 1.9. reference to "written/in writing" in this Agreement refers to hand-written, type-written, printed or electronically made, and resulting in a permanent record, and thus also refers to email communication, provided the identity of the sender and the integrity of the contents is adequately established;
- 1.10. reference to an article in these Terms shall be a reference to such section of the body of the Terms, and not to any attachment or other document, unless where explicitly provided otherwise; and specific references in (the body of) these Terms to other parts of the Terms shall be without prejudice to the full general applicability of any unreferenced provision or part thereof.

- 1.11. the headings of articles, sections, portions or paragraphs of the Terms 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 for the purposes of construction;
- 1.12. the wording of the Agreement shall be decisive in interpreting the mutual rights and obligations of the Parties under the Agreement.

2. General scope and Applicability

- 2.1. These Terms apply to the Agreement and to any use of the Products and/or Services and to the provision thereof by or on behalf of Sentron to the Customer and, if applicable, its Users .
- 2.2. All written or oral promises and commitments made prior to the Agreement are superseded by the contents of these Terms.
- 2.3. Deviations from and/or additions to these Terms are only valid if agreed in writing between the Parties. Any different or additional terms in any purchase order, blanket instructions, terms of purchase or other writing from Customer will be deemed a material alteration of these Terms and are expressly objected to and rejected and will be of no force or effect. Course of performance or usage of trade will not be applied to modify these Terms.
- 2.4. In the event of a conflict between these Terms and the Agreement or any other document, the Terms take precedence over the Agreement and any other document, unless the Parties have expressly deviated from this in writing. In the event of a conflict between the Agreement and any other document (but the Terms), the Agreement takes precedence over the other document, unless the Parties have expressly deviated from this in writing. In the event of a conflict between the Modules in these Terms, the following order of precedence will apply: Module G, Module F, Module E, Module D, Module C, Module B, Module A.
- 2.5. The applicability of (purchase) conditions of the Customer, of whatever nature and in whatever form, is expressly rejected. Commencement of performance or shipment will not be construed as acceptance of any of Customer's terms or conditions.
- 2.6. If one or more provisions of these Terms are void or destroyed, invalid or unenforceable, the other provisions of these Terms 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. At reasonable notice, Customer shall assist Sentron in verifying Customer's compliance with the Agreement.
- 2.7. Customer guarantees compliance with the Terms by it and, if applicable, by its Users.
- 2.8. Sentron reserves the right to amend the Terms at any time. The most recent version of the Terms always applies and is made available via <https://www.sentron.nl/terms-and-conditions/> . If the Customer and/or, if applicable, its Users continue to use the Products after the most recent version of the Terms has come into effect, these will be deemed to have been agreed and applicable.

3. Sentron

- 3.1. For questions, complaints or other matters, the Customer, User and Supplier 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

Email: info@sentron.nl
Telephone: +31 (0)50 5013 800
Chamber of Commerce number: 04047203
VAT identification number: NL 007758996B01

4. Offer, confirmation and conclusion of the Agreement

- 4.1. Offers by Sentron are open for acceptance within the period stated in such Offer or, in the event that no period is stated, within thirty (30) days from the date of the Offer, provided that Sentron may amend, withdraw or revoke any Offer at any time prior to the receipt by Sentron of the acceptance of an Offer. No order submitted by Customer will be deemed final or accepted by Sentron unless and until confirmed by Sentron.
- 4.2. Customer is solely responsible for the accuracy of any order, including with respect to the specification, configuration or other requirements of Products and Services, and functionality, compatibility and interoperability with other products (not authorized by Sentron), as well as fitness for particular use. Customer warrants that the information provided to Sentron under an Agreement is complete, accurate and true, and Customer acknowledges that a failure to provide complete, accurate and true information or instructions to Sentron may detrimentally affect Sentron's ability to discharge its obligations or exercise its rights under an Agreement.
- 4.3. Any catalog, specification, price sheet or other similar documentation prepared by Sentron is strictly for convenience only and will not be deemed as an Offer. Sentron believes such documentation is complete and accurate at time of printing, but Sentron does not warrant that such documentation is error free. Sentron will not accept responsibility for any damages in connection with errors of measurements, descriptions, application recommendations and the like.
- 4.4. Products will be supplied in accordance with the standard functionalities, styles and sizes as described in Sentron's catalogs or, for special or made-to-order Products, in accordance with Sentron's drawings and specifications sheets. In the event of a conflict between an order of Customer and a drawing or specification sheet from Sentron approved by Customer, the latter will prevail.
- 4.5. Assumptions, exclusions and qualifications stated by Sentron in Offers, Agreements or otherwise will direct the Agreement and will be construed as part thereof and guide its execution and interpretation.

- 4.6. Where the performance under the Agreement relies on the approval, confirmation or acceptance by Customer of a (draft) proposal, design, deliverable, planning or any other action by Sentron, Customer shall do so within the period stated in the Agreement, or, in the event that no period is stated, within seven (7) days after receipt of a request from Sentron, in the absence of a response within such time period Customer will be deemed to have approved, confirmed or accepted as submitted by Sentron.
- 4.7. In the event that Customer resells Products or incorporates Products and/or Services in offerings to its customer, Customer shall ensure that all its customers and/or end users, of Products or Services, including Users, comply with all relevant Customer's obligations under the Agreement and these Terms, and that the terms of its agreement with each of its customer(s) or end user(s), including Users, are consistent with the Agreement and these Terms, failing which Customer shall indemnify, defend and hold harmless Sentron and its affiliates, and their officers, directors, agents, employees, successors, and assigns from and against, all losses, liabilities, costs (including legal costs) and expenses arising out of or in connection with any non-compliance.

5. Prices

- 5.1. In consideration of the sale of Products and/or the performance of Services by Sentron, Customer shall pay the Prices.
- 5.2. Prices are in Euro and unless agreed otherwise based on Ex. Works (EXB) (INCOTERMS latest version), are subject to change and are exclusive of VAT, EEE disposal charges, shipping costs and eventual customs fees.
- 5.3. Unless stipulated otherwise by the applicable INCOTERMS, Prices do not include any taxes, duties or other governmental fees, now or hereafter enacted, including value-added or similar taxes levied by any government, and Sentron may add these to the Price or invoice separately, and Customer will reimburse Sentron promptly on first request.
- 5.4. Subject to notice to Customer, Sentron reserves the right to adjust Prices for Products and/or Services not yet delivered or performed to reflect variations in individual costs of more than five percent (5%) including any foreign exchange rate fluctuations, raw materials and other costs of manufacturing and distribution, and labor costs, that take effect between the date of the Agreement and delivery of Products and/or performance of Services. In addition, if an Agreement has a term longer than twelve (12) months, Sentron may adjust Prices as of each 1st April
 - 5.4.1. for the change in the most recently published Producer Price Index (PPI) compared to twelve (12) months earlier; and
 - 5.4.2. to reflect variations in the foreign exchange rate between foreign currencies and the Euro currency of more than 5% since the date of an Offer.
- 5.5. Any Variation will require the prior approval of Sentron and the approval will be without prejudice to any rights or remedies Sentron may have under the Agreement or at law. If, on request of Customer, Sentron agrees to any Variation, or a Variation is required due to
 - 5.5.1. changes in applicable laws, regulations or industry standards,
 - 5.5.2. emergency situations,
 - 5.5.3. incorrect or incomplete information provided by Customer, or

- 5.5.4. non-compliance by Customer of any of its obligations under an Agreement, Customer shall reimburse Sentron for all costs and expenses incurred in respect of such Variation promptly on first request.
- 5.6. Sentron may invoice Customer upon shipment of Products, or when Services have been performed. Sentron may require
 - 5.6.1. Customer to pay on fixed payment days;
 - 5.6.2. an advance payment of (part of) the Price; and/or
 - 5.6.3. invoice per separate specified phase, time period or milestone of performance.
- 5.7. Customer shall make net payment within thirty (30) days of date of invoice to the designated bank account of Sentron, unless otherwise agreed. Customer shall pay all amounts due to Sentron in full without any set-off, counterclaim, deduction or (tax) withholding.
- 5.8. In the event Customer fails to make any payment due under an Agreement on the due date, then, whether or not Sentron has made a formal demand for payment and in addition to any other rights and remedies available to Sentron, to the extent permitted by applicable law:
 - 5.8.1. all amounts due from Customer will be considered payable and non-disputed, admitted debt;
 - 5.8.2. Customer shall pay Sentron interest on all due amounts from the due date until Sentron has received full payment thereof, at the rate of eight percent (8%) per annum or the applicable statutory rate, whichever is higher, and shall pay Sentron all costs of payment collection, including attorneys' fees; and
 - 5.8.3. Sentron may cancel any credit issued to Customer and require, to its satisfaction, that Customer provides (additional) security, prepayments or deposits, and may implement additional conditional payment terms or accelerate payments schedules for any outstanding performance.
- 5.9. Sentron may set off against and deduct from any amount that Sentron (or any of its affiliates) owes to Customer under any agreement any amount that Customer owes to Sentron or against any advance payments or deposits made by Customer. In the event that Sentron sets off amounts in different currency it will use a commonly used currency conversion rate.

6. Performance

- 6.1. Unless agreed otherwise, Products will be delivered Ex. Works (EXB) – Sentron facility (INCOTERMS latest version) and/or Sentron shall perform Services at the location(s) agreed in the Agreement.
- 6.2. Dates communicated or acknowledged by Sentron are approximate only, and Sentron will not be liable for, nor will Sentron be in breach of its obligations to Customer, for any delay in delivery or performance, provided that Sentron shall use commercially reasonable efforts to meet such dates. In the event of delay, Sentron shall use commercially reasonable efforts to deliver Products or perform Services (where applicable) within a period that is reasonably needed given the cause of the delay, failing which Customer's sole and exclusive remedy will be to cancel the purchase order for undelivered Products and Services.

- 6.3. Customer shall note any damage to Products caused in transit, or shortages thereto, on transport documentation immediately upon receipt of Products, with due regard to applicable instructions by Sentron or the carrier. All Products delivered under the Agreement will be deemed accepted by Customer as conforming to the Agreement, and Customer will have no right to revoke any acceptance, unless Customer provides Sentron notice of a claimed nonconformity within seven (7) days of the date of delivery. Notwithstanding the foregoing, any use of a Product by Customer or its customers after delivery will constitute acceptance of that Product by Customer. Sentron shall at its option and within a reasonable time, correct nonconformities by either repair, make available parts, replace or deliver missing Products, or credit the Price paid by Customer for undelivered Products.
- 6.4. Minor Nonconformities will not prevent or suspend acceptance by Customer of the Products, Services or both, and Sentron shall correct these within a reasonable time.
- 6.5. Sentron may make changes to the design, materials, fit and finish of Products or change working methods, communication systems, software or any other elements of Services, and Documentation provided that such changes do not materially affect the functionality of the Product or Services. Unless specifically agreed otherwise, Sentron does not warrant the availability, accuracy, completeness, reliability, timeliness or output from Products and Services. Customer shall not use or rely on Products and Services for any other applications or purposes than agreed in the Agreement.
- 6.6. Customer explicitly acknowledges that certain features or functionality of Products and Services may rely on the availability and correct functioning of third party service providers, as may be indicated by Sentron, including supply of energy, data storage, connectivity and communication services. These are outside of the control of Sentron, and Sentron will have no responsibility or liability in this respect.
- 6.7. Customer is responsible for all information, orders, instructions, materials, and actions provided or performed by Customer directly or by third parties engaged by Customer (excluding subcontractors of Sentron) in connection with the delivery or performance by Sentron of any Products or Services. Sentron will be entitled to rely on the accuracy and completeness of all information furnished by Customer, including where Sentron provides data collection, design or audit services. Upon request of Sentron, Customer shall promptly provide any other information, services or support under Customer's control and relevant to the performance by Sentron under the Agreement.
- 6.8. In the event of delay or interruption in delivery of Products or the performance of Services for reasons not attributable to Sentron or due to a Variation, the timelines for performance by Sentron will be amended accordingly. Sentron will be entitled (in addition to the increased costs referred to in article 5.5) to a reasonable compensation by Customer for any damages and/or costs incurred by such delay.
- 6.9. In the event that an Agreement contains (minimum) stock requirements for Sentron, Customer shall at first request of Sentron purchase Products kept in stock under such requirement.
- 6.10. Customer is obliged to use the return good form as made available at <https://www.sentron.nl/terms-and-conditions/> when returning goods to Sentron in order to enable both a proper analysis and an adequate response. Within the warranty period, Sentron will perform the analysis of the return product, at no cost. For returns outside of the warranty-period Sentron charges costs.
- 6.11. Products used for measurement in human or animal tissue or in a radio-active environment are not accepted as return good and will not be repaired.

7. Use of products and services

- 7.1. Customer shall use Products and Services only for their intended purposes and in accordance with all instructions contained in the manuals, guidelines, warranty terms and any other Terms applicable to such Products and Services or provided by any Personnel. Customer shall maintain the site, site conditions and equipment supplied and/or used by Sentron in the performance of Services (including cablings, fittings and electricity supply) in good condition, repair, and working order, and shall protect same against damage and external influences.
- 7.2. Customer shall use and, where applicable, shall cause and ensure that end-users use web-applications, mobile applications and software in accordance with applicable Additional Use Terms and/or EULAs, and where applicable, keep a full back-up of such software installed readily available. In the event of a software error, Customer shall provide Sentron with alerts or error messages and support Sentron in updating or replacing software used in connection with performance under the Agreement.
- 7.3. Customer shall not perform (or permit) any activity on any equipment or software supplied and/or used by Sentron in the performance of Services, except normal use in accordance with the specifications or otherwise with the prior approval by Sentron. In the event of any unauthorized actions, Sentron may suspend the Services until the equipment or software has been restored to its original compliant state and charge Customer on the basis of a Variation, and until confirmed any warranty obligations of Sentron with respect to such Services will be null and void. Any changes to equipment or software owned by Sentron (or its licensors) will be exclusively owned by Sentron (or its licensors), even if such changes have been performed by or for Customer.
- 7.4. Unless expressly included in Services, for any Services requiring connection to a system from a remote location, Customer shall at its own expense and risk establish external system access for service staff of Sentron (or its subcontractors). Customer shall make available technically competent staff as and when required to support Sentron and, where applicable, Customer authorizes Sentron to make use of Customer's IT infrastructure to connect to and share data with specified systems and/or services to perform Services.
- 7.5. Sentron shall not be responsible for the failure of any of its Products or Services to provide the expected performance, benefits, effects or outcome arising from:
 - 7.5.1. Customer's failure to comply with the terms under the Agreement;
 - 7.5.2. failures or fluctuations of electric power;
 - 7.5.3. sunset/shutdown of connectivity and communication technologies;
 - 7.5.4. Force Majeure and other unusual external influences; or
 - 7.5.5. Variations.

8. Warranty

- 8.1. In most instances, Products are sold subject to the Standard Product Warranty. For any Product that is sold by Sentron that is not subject to an applicable Standard Product Warranty, Sentron warrants only that for the Warranty Period the Products will be free from Defects. The warranties provided by Sentron do not apply to custom made Products.
- 8.2. Unless otherwise agreed by the Parties, Sentron does not provide any warranty for third party products or with trademarks owned by Sentron, nor for third party software, applications or services, or customized Products.

- 8.3. Customer acknowledges that EULAs or Additional Use Terms may limit the warranty period for software (including web or mobile applications).
- 8.4. In order to be entitled to make a valid claim under warranty, Customer shall promptly notify Sentron of alleged Defective Products or Defective Services prior to expiration of the Warranty Period. In the event that Sentron decides, in its sole discretion, that a claim under warranty is valid, Sentron shall, within a reasonable time, at its own option, repair or offer replacement Products for Defective Products, or remedy or supplement any Defective Services. If despite reasonable efforts of Sentron, a Defective Product cannot be repaired, no replacement Product can be supplied or Defective Services cannot be remedied or supplemented, Sentron shall make an appropriate refund or credit of monies paid by Customer for those Defective Products or Defective Services. Repairs, replacements or remedies will not extend or renew the applicable warranty period. Customer shall obtain consent from Sentron on the specifications of any tests it plans to conduct to determine whether a Defect exists. Replacement Products supplied by Sentron may have minor deviations in design and/or specifications which do not affect the functionality of replaced Product. In respect of any replaced or credited Products, Sentron may, in its sole discretion, either claim the property of replaced or credited Products and require Customer to return these to Sentron, or instruct Customer to destroy these at Customer's costs.
- 8.5. Customer shall bear the costs of access for remedial warranty efforts by Sentron, including removal and replacement of systems, structures or other parts of Customer's facility, the deinstallation of Defective Products, and the re-installation of replacement Products. Customer shall not return Products to Sentron without consent of Sentron and unless in accordance with applicable Sentron' return policies. In the event that Sentron decides that a claim under warranty is not valid, Customer will bear the costs incurred by Sentron in handling and testing, and the transport of Products returned.
- 8.6. Any indemnification and warranty obligations of Sentron under an Agreement are conditional upon
 - 8.6.1. proper storage, installation, use, operation, and maintenance of Products, all in accordance with user manuals, warranty policies and other instructions or terms communicated by Sentron to Customer;
 - 8.6.2. Customer keeping accurate and complete records of operation and maintenance during the Warranty Period and providing Sentron access to those records; and
 - 8.6.3. modification or repair of Products only as authorized by Sentron. Failure to meet these conditions renders the warranty null and void. Sentron will not be responsible for normal wear and tear and environmental or stress testing. The warranty provided in this article 8 does not apply to damage or failure to perform arising as a result of any Force Majeure or from any abuse, misuse, abnormal use, improper power supply, powers surges or fluctuations, corrosive environments, neglect, exposure or any use or installation in violation of the instructions or restrictions prescribed by Sentron or any applicable standard or code.
- 8.7. If a recall, retrofit, update, withdrawal or any other remedial action related to any Product is required, Customer shall fully cooperate and shall provide such assistance as Sentron may require. Customer shall keep accurate books and records to assure traceability of the Products in the event of a Product recall or any other remedial actions.

9. Intellectual Property / Rights regarding software, documentation and intellectual property rights / Intellectual property rights indemnification

- 9.1. Any Materials provided by or on behalf of Sentron (whether belonging to Sentron or to a third party) to Customer, User and/or Supplier, as well as the rights in any Materials or related to them, shall remain at all times the property of Sentron (or its licensors) and the Customer, User and/or Supplier shall use those only for the performance of the Agreement. No copies will be made of the Materials and no reverse-engineering will take place without Sentron prior written consent. The Materials shall also not be issued to third parties. At the choice of Sentron, upon completion or termination of the Agreement all Materials shall be either destroyed or returned to Sentron at the cost of the Supplier on the first request of Sentron. Upon request, Supplier shall provide sufficient proof of the orderly destruction of any Materials.
- 9.2. All Intellectual Property Rights in Materials provided by or on behalf of Sentron (whether belonging to Sentron or to a third party) to a Customer, User and/or Supplier, rest solely with Sentron or its licensors or suppliers.
- 9.3. Subject to Customer's fulfillment of all obligations under the Agreement and these Terms, Customer, User and/or Supplier only acquire the non-exclusive and non-transferable limited usage rights, without the right to grant sublicenses, to the limited extent that such Intellectual Property Rights is embodied or embedded in the Products or Services purchased, for the specific application for which the Performance is intended and for the term of the applicable Agreement. It is expressly prohibited to use the Materials for other purposes and/or to use the Materials (otherwise) in violation of applicable laws and regulations.
- 9.4. No rights to Intellectual Property Rights are conferred to Customer or any third party.
- 9.5. Customer shall not and shall not permit any third party to:
 - 9.5.1. copy, reproduce, distribute, modify, adapt, alter, translate, or create derivative works of Materials; by means of rental, a Software-as-a-Service (SaaS) construction or otherwise.
 - 9.5.2. assign, sublicense, lease, rent, loan, transfer, disclose, or otherwise make available Materials, including but not limited to by means of rental, by Software-as-a-Service construction or otherwise;
 - 9.5.3. merge or incorporate such Materials with or into any other Materials; or
 - 9.5.4. reverse assemble, decompile, disassemble, or otherwise attempt to derive the source code or the algorithmic nature for software that is part of the Performance, or to decode, de-crypt or neutralize any security measures in software or remove or circumvent the protection of software, without authorization from Sentron except as explicitly allowed under applicable mandatory law;
 - 9.5.5. perform any action with regard to software that is part of the Performance in a manner that would require the software, or any derivative work thereof, to be licensed under Open Source Terms, including but not limited to:
 - 9.5.5.1. combining the software or a derivative work thereof with Open Source Software, by means of incorporation or linking or otherwise; or

- 9.5.5.2. using Open Source Software to create a derivative work of the software, in such a way that the result can only be used or distributed or made available when (parts of) the Materials itself is offered as Open Source Software or under similar obligations.
- 9.5.6. make changes to the Materials, to remove or make illegible any designation of Sentron or its licensors as the rightful claimant(s) to the Materials or parts thereof.
- 9.6. Customer acknowledges that third parties may own Intellectual Property Rights related to Materials. Customer shall keep intact, without any amendments or changes, any proprietary rights legends of Sentron or its third party suppliers in any Materials provided by Sentron. Also, Sentron is permitted to take technical measures to protect the Materials. If Sentron has secured the Materials 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 software as part of the Materials, Sentron will make a backup copy available to the Customer and/or User at the request of the Customer and/or User.
- 9.7. Sentron will be free to use in any way or form any Feedback, without payment of royalties or other consideration to Customer. Sentron will own all Intellectual Property Rights in Feedback. Sentron is entitled to use output, deliverables and creations resulting from the performance of Services for its own publicity or for promotional purposes. In as far as legally required, Customer will conclude a deed of assignment with Sentron, at Sentron's first request, for the assignment and transfer of these Intellectual Property Rights to Sentron.
- 9.8. Customer shall promptly notify Sentron of any third party claim alleging that any of the Products and/or Services supplied to Customer by Sentron infringes any Third Party Intellectual Property Rights. Upon such notice, Sentron may at its own option and at its own expense either:
 - 9.8.1. procure for Customer the right to continue using such Product and/or Services; or
 - 9.8.2. provide a replacement noninfringing product for such Product of equivalent functionality; or
 - 9.8.3. modify such Product such that it is no longer infringing; or
 - 9.8.4. remedy such Service; or
 - 9.8.5. make an appropriate refund or credit of monies paid by Customer for that Product and/or Services.
- 9.9. In the event that a claim referred to under article 9.8 results in any legal proceedings, Customer shall give Sentron full authority, at the option and cost of Sentron, to settle or conduct the defense of such claim. Customer shall provide Sentron with all assistance as Sentron may reasonably require in connection with such defense of such claim. Customer shall not enter into any settlement in connection with any such claim, nor incur any costs or expenses for the account of Sentron without the prior consent of Sentron.

- 9.10. Subject to the provisions of article 9.8, article 11 and article 12, Sentron will reimburse Customer in respect of any final award of damages by a court of competent jurisdiction holding that Products and/or Services as supplied by Sentron under an Agreement directly infringe any Third Party Intellectual Property Right, provided that the infringement is held to be directly and solely attributable to the use by Customer of the Products and/or Service as supplied by Sentron under the Agreement.
- 9.11. Notwithstanding anything to the contrary provided in the Agreement, Sentron will not be liable for, and the obligations of Sentron set out in this article 9.9 and 9.10 will not apply to:
- 9.11.1. any claim of infringement of Third Party Intellectual Property Right resulting from compliance with Customer's design, drawings, specifications or instructions; or
 - 9.11.2. use of any Products, deliverables and/or Services other than in accordance with its specifications prescribed by Sentron or any claim based on or resulting from any modification or adaptation of Materials made by or on behalf of Customer; or
 - 9.11.3. any Third Party Intellectual Property Right covering any assembly, circuit, combination, method or process, in the manufacture, testing or application in which such Materials supplied by Sentron may have been used; or
 - 9.11.4. any claim of infringement resulting from compliance with an industry standard applying to the Materials;
 - 9.11.5. Materials not sold and supplied by or on behalf of Sentron.
- 9.12. With regard to any claim of infringement covered by article 9.9 Customer shall fully indemnify Sentron against any award of damages for any such infringement and shall reimburse all costs incurred by Sentron in defending any suit or proceeding for such infringement, provided that Sentron gives Customer prompt notice in writing of any such suit or proceeding for infringement and, if so requested, full authority to conduct the defense thereof.
- 9.13. In the event that Sentron receives notice claiming infringement of Third Party Intellectual Property Right in relation to any Products and/or Services supplied or to be supplied under an Agreement, Sentron may, in order to limit or avoid liability, terminate the Agreement, suspend or discontinue the supply or performance to Customer of the Products and/or Services or parts to which such notice relates and Sentron will not be liable to Customer by virtue of such termination, suspension or discontinuation.
- 9.14. Subject to the exclusions and limitations set forth in article 12, the foregoing states the entire liability of Sentron and exclusive remedy for Customer in the event of infringement of Third Party Intellectual Property Right in connection with the supply of Products and/or Services.

10. Force Majeure

- 10.1. A Party cannot be held to fulfill any obligation in the event of Force Majeure. Sentron will not be liable for any breach resulting from a Force Majeure event. If a Force Majeure event occurs, Sentron's performance will be suspended for the period of such Force Majeure event.

- 10.2. 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.
- 10.3. 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, Sentron will be entitled to cancel all or any part of an Agreement without any liability towards Customer.

11. Indemnification

- 11.1. To the maximum extent permitted by applicable law, the Customer, User and the Supplier are liable for and agree to indemnify, defend and hold Sentron and its customers harmless from and against all (legal) actions, claims, threatened claims, demands, proceedings, including but not limited to direct damages, indirect damages, loss, consequential damages, judgments, liabilities and/or any costs and expenses, such as reasonable attorney fees and/or penalties that arise out of or in connection with
 - 11.1.1. Customer, User respectively Supplier's noncompliance with the Agreement, these Terms, or applicable law,
 - 11.1.2. any actual, alleged or potential infringement, misappropriation or violation caused by the Performance or Customer's or Supplier's act or omission of any third party's Intellectual Property Right and
 - 11.1.3. personal injury or property damage caused by the Performance of Customer, User or Supplier.

12. Limitation of liability

- 12.1. 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 or otherwise by Sentron, its employees or third parties engaged by it is excluded.
- 12.2. Insofar as Sentron's liability cannot be excluded, the liability is limited to the limited obligation to repair and, moreover, in any case limited to compensation for direct damage up to a maximum of the net amount received by Sentron for the Product to which the damage is attributable, and in total to a maximum of EUR 5,000 per event. The total compensation for direct damage will never exceed EUR 10,000.
- 12.3. Direct damage is exclusively understood to mean:
 - 12.3.1. material damage to goods;
 - 12.3.2. 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
 - 12.3.3. reasonable costs incurred to determine the cause of the damage.
- 12.4. 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 Measuring 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, Measuring Data, data leaks, and damage or costs resulting from connecting and linking Products with devices, links, APIs etc., from third parties.

- 12.5. 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 and only to the extent permitted by applicable mandatory law.
- 12.6. 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.
- 12.7. 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.
- 12.8. 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.
- 12.9. Any indemnification and warranty obligation of Sentron under an Agreement will not establish, by themselves, any liability to third parties or the public. Nothing in an Agreement will be construed to create any obligation, standard of care or liability to persons or third parties.

13. Confidentiality

- 13.1. The Receiving Party shall maintain any Confidential Information, confidential and shall not disclose such Confidential Information to any third party and shall not use any such Confidential Information for any purpose other than as agreed by the Parties and in relation to the Offer and/or the Agreement.
- 13.2. The confidentiality obligations as laid down in article 13.1 shall not apply to any information that the Receiving Party can prove
 - 13.2.1. is or becomes publicly known or comes to public knowledge through no act or omission of the Receiving Party and without any breach of any (confidentiality) obligation by the Receiving Party;
 - 13.2.2. has lawfully been obtained by the Receiving Party before it received it from Sentron;
 - 13.2.3. has been lawfully received by the Receiving Party from a third party without being bound by a confidentiality obligation in relation to such third party; or
 - 13.2.4. was independently developed by the Receiving Party who has not had access to the Confidential Information and which was developed without use of or reference to any of the Confidential Information.
- 13.3. The Receiving Party shall use the Confidential Information only for the purpose of Performance of the Agreement and shall make Confidential Information only available to those of its employees, who have an actual "need to know" to accomplish the Performance and who have been subjected to similar conditions of confidentiality. Sentron reserves all rights to such Confidential Information; the disclosure shall not be construed as any transfer of rights.

- 13.4. Without prior written approval of Sentron, the Receiving Party shall not disclose, allow access to, reproduce, transmit, or transfer the Confidential Information to any third party. The Receiving Party shall exercise the same degree of care and protection it takes to safeguard its own confidential information.
- 13.5. At the request of Sentron, the Confidential Information (including notes, writings, Materials and other documents, files or similar developed therefrom by the Receiving Party), and all copies thereof, shall be returned to Sentron or destroyed. Returning or destroying the Confidential Information does not relieve the Receiving Party of any obligation regarding confidentiality. Upon expiration, termination or cancellation of the Agreement, the Receiving Party shall immediately cease to use any and all Confidential Information.
- 13.6. In case Customer, User or Supplier violates the obligation to observe confidentiality as described in this article, it shall immediately and without the need for a notice of default owe to Sentron a contractual fine of € 1,000.00 per case of violation. The total amount of the fine is set to a maximum of € 250,000.00. In case the actual damages exceed the amount of the fine, Sentron may elect to demand payment of actual damages instead.

14. Privacy and Usage Data

- 14.1. Sentron's processing of Personal Data, including the processing of Personal Data of Users, is governed by the Privacy Policy.
- 14.2. The Privacy Policy can be viewed and downloaded at <https://www.sentron.nl/Privacy-Policy-Sentron-Europe.pdf>
- 14.3. Customer, User and Supplier declare to have taken note of, and unconditionally agree with, the content and scope of the Privacy Policy.
- 14.4. Each Party shall comply with all applicable data protection laws. Unless agreed otherwise by the Parties, Sentron (and/or its subcontractors) will not process Personal Data for Customer or on Customer's behalf.
- 14.5. Customer acknowledges and agrees that Sentron and/or its subcontractors may collect Usage Data. Sentron is entitled to use the Usage Data, free of charge, at any time during the term of an Agreement and afterwards, in its sole discretion for any purposes whatsoever, including to aggregate or compile Usage Data with other data, create Intellectual Property Rights or derivative works of or modify or adapt Usage Data to provide, maintain, and improve products and services, and to develop new products or features or services. Unless otherwise stated in the Agreement, EULA or Additional Use Terms, Sentron shall ensure that the use of Usage Data will exclude any Personal Data and any data that would enable the identification of Customer or company or organization.

15. Health and safety

- 15.1. The Parties shall comply with all applicable legislation, rules and/or regulations on the health and safety of workers and/or employees, as well as health and safety of the public in the vicinity. Customer shall provide and shall procure that its employees, agents, contractors or subcontractors provide safe work surroundings for Personnel and other representatives and shall take those measures prescribed by law and any other measures necessary for the prevention of accidents at the site and to ensure the health and safety of Personnel at the site. Customer shall timely inform Personnel of required safety precautions and advise Sentron of all applicable site-specific health, safety, security and environmental requirements and procedures. Sentron has the right, but not the obligation, to, from time to time, review and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the site.
- 15.2. Customer shall ensure that no hazardous materials are present at the site. If hazardous materials are present, Customer shall and shall procure that its employees, agents, contractors or subcontractors handle these properly and if applicable, arrange for the appropriate removal and disposal thereof at the expense of Customer. If, in the reasonable opinion of Sentron, the health, safety, or security of Personnel or the site is, or may be, imperiled by security risks, terrorist acts or threats, the presence of or threat of exposure to hazardous materials, or unsafe working conditions, Sentron may, in addition to other rights or remedies available to it, evacuate some or all Personnel from the site (with the reasonable assistance of Customer), suspend performance of all or any part of an Agreement, and/or remotely perform or supervise Services (if possible) with no further liability to Customer.
- 15.3. Conditions at a site that differ materially from those disclosed by Customer, or previously unknown physical conditions at site that differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement, will be deemed a Variation.

16. Compliance with laws and anti-bribery

- 16.1. Customer shall at all times comply and shall take all actions reasonably necessary to ensure that its business partners shall comply, with all applicable local and international laws and regulations, including on anti-bribery and anti-corruption and the Export Regulations. Accordingly, Customer shall conduct its business honestly and not engage in any act of bribery or corruption.
- 16.2. Should Sentron receive any indications about a breach of the obligation under article 16.1, Customer shall cooperate and provide Sentron with all information required to allow Sentron to verify such indications, and if founded, Sentron is allowed to terminate the Agreement in accordance with article 18.

17. Export Control and Customs / Export and import control

- 17.1. Certain transactions of Sentron may be subject to Export Regulations. The (re)export or transfer of Products and/or Services, as well as technical assistance, training, investments, financing, financial assistance, brokering and licensing of technology, are subject in all respects to the applicable Export Regulations and to the jurisdiction of the relevant authorities responsible for Export Regulations. If any such (re-)export or transfer requires an export or import license, or is otherwise prohibited or restricted under Export Regulations, Sentron may, in its sole discretion, suspend its obligations to Customer until such license is granted or for the duration of any restrictions or prohibitions, or terminate (the relevant part of) the Agreement without incurring any liability.
- 17.2. Customer shall impose all export control restrictions to any third party if the Products and/or Services are (re)exported or transferred to third parties. At the request of Sentron and if required by applicable Export Regulations, Customer shall inform Sentron on any (re)export or transfer of the Products in order to comply with Export Regulations and any other regulatory responsibilities governing the sale of the Products, including requirements on the traceability of Products that may apply to Sentron. Customer shall not provide any statement or certification in support of restrictive trade practices or boycotts.

18. Duration and termination

- 18.1. The Agreement is entered into for an indefinite period and can be terminated at any time by either party.
- 18.2. User can terminate the Agreement via its Account.
- 18.3. To the extent not otherwise provided in these Terms, Customer and Supplier shall be only 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.
- 18.4. If at the time of the rescission (part of) the Performance has already been performed by Sentron to the Customer, then this (part of) the Performance and the associated obligation(s) are not subject to the undo obligations as a result of the dissolution.
- 18.5. 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.
- 18.6. Unless expressly agreed otherwise, the Customer cannot terminate third-party services, such as Hosting and (software) licenses, that are required for the Performance, 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 Performance.
- 18.7. 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.

- 18.8. 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.
- 18.9. Without prejudice to any rights by law, Sentron shall be entitled to immediately suspend its obligations under the Agreement and/or terminate the Agreement, as well as all related agreements, without any judicial intervention being required and with immediate effect, without any liability for Sentron, and without prejudice to its other rights and remedies under these Terms, the Agreement and/or the law including the right to rescind and/or the right to claim compensation of damages, in the event that
- 18.9.1. Customer, or Supplier files for bankruptcy, has been declared bankrupt or insolvent or a petition for its bankruptcy has been filed, the Customer or Supplier has applied for a suspension of payments or has been granted a provisional or definitive suspension of payments, if the Customer or Supplier's business ceases to operate, is liquidated, or if the Customer or Supplier enters into any proceeding related to assignment for the benefit of creditors or an equivalent to one of the events described in this article 18.9.1 (also pursuant to a foreign law system); or
- 18.9.2. Sentron reasonably can presume or comes to knowledge that Customer or Supplier will not be able to perform the Agreement and/or the Performance; or
- 18.9.3. Customer or Supplier fails to perform (in time or properly) an obligation under the Agreement and for as far as the performance is not permanently impossible, such is not remedied within 5 business days after notice of default by Sentron; or
- 18.9.4. Supplier is not complying with the delivery date. All expenses, costs, losses and damages incurred or to be incurred by Sentron, its Affiliates and customers due to such termination shall immediately become due and payable.
- 18.10. Sentron may declare all amounts outstanding by Customer immediately due and payable and may set off any amount that Sentron (or any of its affiliates) owes to Customer under any agreement including any advance payments or deposits made by Customer, against amounts due in the event of:
- 18.10.1. a breach by Customer of any of the provisions of the Agreement or these Terms, including any failure to pay any amount as and when due; or
- 18.10.2. in the reasonable opinion of Sentron, the financial position of the Customer (or a material change thereof) is likely to affect Customer's ability to perform its obligations under the Agreement; or
- 18.10.3. any proceedings in insolvency, bankruptcy (including reorganization), liquidation or winding up are instituted by or against Customer, whether filed or instituted by Customer (voluntarily or involuntarily), a trustee or receiver is appointed over Customer, or any assignment is made for the benefit of creditors of Customer; or
- 18.10.4. Customer ceases, or threatens to cease, to carry on business, or
- 18.10.5. the control over or ownership of Customer changes,

- 18.11. In addition to its remedies under 17.10-17.11, Sentron may in its sole discretion by notice to Customer with immediate effect suspend or cancel any performance due from Sentron (including production, delivery, installation and commissioning of Products, obligations under warranty and performance of Services), and/or suspend or cancel any credit terms offered to Customer.
- 18.12. Customer shall indemnify, defend and hold harmless Sentron and its affiliates, and their officers, directors, agents, employees, successors, and assigns from and against, all losses (including loss of profits or turnover), liabilities, costs (including legal costs and costs incurred in relation to unfinished products) and expenses arising out of or in connection with any of the following events:
- 18.12.1. a breach by Customer of any of the provisions or obligations of the Agreement or these Terms, or the occurrence of any of the other events set out in section 17.11;
 - 18.12.2. any claim by third parties for any loss, damage or injury or death caused or alleged to be caused by the negligent use, application, or installation of Products, or caused by any modification of Product or integration of Product into other products not authorized by Sentron, by Customer or its contractors, agents, affiliates or customers to whom it sold Product;
- 18.13. Upon (early) termination, in any way whatsoever, or expiration of an Agreement,
- 18.13.1. all rights and licenses granted to Customer under that Agreement will immediately cease;
 - 18.13.2. Customer shall return, delete (including from all hard disks and memory) or destroy (and a duly appointed officer shall certify to such destruction) all Confidential Information, including software not embedded in Products, and all copies thereof;
 - 18.13.3. return to Sentron, at the costs of Customer, any Products of which (legal) title has not passed to Customer and any other products, systems or equipment supplied and/or used by Sentron in the Performance; and
 - 18.13.4. all reasonable costs and expenses incurred by Sentron (including a reasonable profit) for any activities related to work performed by Sentron prior to such termination will be considered due, payable and nonrefundable.
- 18.14. In the event of a suspension that lasts for more than two (2) months, the provisions of article 18.13.4 will also be applicable to any activities related to work performed by or for Sentron prior to such suspension.

19. Applicable law and court / Applicable law and disputes / Governing law and forum

- 19.1. The Agreement, these Terms, the Offer 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 or claims arising out of, in connection with or in connection with the Agreement or these 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 article 19.2 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. Transfer

- 20.1. The Customer and Supplier are not permitted to transfer, assign, pledge and/or otherwise encumber its rights and/or obligations under the Agreement or Terms in whole or in part with a (limited) right without Sentron's prior written consent.
- 20.2. Sentron may delegate, assign, sell, novate or subcontract in part or in whole its obligations and rights (including receivables) under any Agreement to any of its affiliates or any third party without the prior consent of Customer or Supplier – and if such consent would be required under applicable law, such consent is herewith provided –, in which event Customer respectively Supplier shall cooperate with Sentron' efforts, including providing relevant information, executing documents and making payments to accounts or third parties as notified by Sentron.

21. Miscellaneous

- 21.1. In the event an Agreement, alone or together with related agreements between Sentron and Customer and/or between either Sentron or Customer and any third party, qualifies as an agreement of credit for goods as referred to in section 7:84 Dutch Civil Code ("DCC"), sections 86, 88 paragraph 1, 89, 90, 94, 95 paragraphs 1 and 2, 96 and 99 of Book 7 DCC do not apply to such Agreement and the related agreements. This applies regardless of whether Sentron has assigned, in whole or in part, any of its rights and/or obligations under such agreements
- 21.2. Any right of Sentron set out in these Terms will be without prejudice to any rights or remedies Sentron may have under the Agreement or at law or in equity. The failure or the delay of either Party to enforce any provision of these Terms or an Agreement will not constitute a waiver of such provision or a waiver to enforce it.
- 21.3. Prices and terms are subject to correction for typographical or clerical errors.

B. General product conditions

The provisions in this module “General product conditions” shall, in addition to Module A. of these Terms, apply if Sentron provides Products.

22. General

- 22.1. EULAs or Additional Use Terms will be made available together with the web or mobile application or software, as applicable. Except where specified otherwise in a EULA or Additional Use Terms, such EULA or Additional Use Terms will apply to the Agreement.
- 22.2. Sentron does not guarantee that the Product is suitable for the actual and/or intended use by the Customer and/or User.
- 22.3. Customer guarantees that its Users will not use the Products without prior agreement on these Terms.
- 22.4. 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.
- 22.5. 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 the Warranty Period, they have been reported to Sentron in writing.
- 22.6. 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.
- 22.7. Any other or further appeal by the Customer and/or User on non-conformity of the delivered Products is excluded.
- 22.8. 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 Warranty Period.
- 22.9. Recovery of data and data conversion, including Measurement data, is not covered by the warranty.
- 22.10. 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.
- 22.11. 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.

- 22.12. 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.
- 22.13. Sentron does not guarantee in any way that the representation of Measurement Data is a correct statement of reality.

23. Warranty

- 23.1. Sentron warrants that any standard finish on a Product will be free of cracking, peeling, excessive fading, and corrosion defects during the applicable Warranty Period. Distributor may transfer this limited warranty to Customers of the Products, provided that such Products are resold in new condition and in their original packaging. Third party components incorporated into the Product that are not manufactured by Sentron are excluded from this warranty, but may be covered by a third party manufacturer. Such third party manufacturer shall be solely responsible for the costs related to any claims associated with any such component. If any Product covered by this limited warranty is returned by Purchaser in accordance with the Terms within the Warranty Period, and Sentron determines to its satisfaction that such Product failed to satisfy this warranty, Sentron will, at its option, repair or replace the Product or the defective part thereof, or reimburse Customer for the purchase price, subject to the Terms set forth herein. For purposes of clarity, "repair or replace the Product or the defective part thereof" does not include any removal or reinstallation costs or expenses, including, without limitation, any labor costs or expenses, shipping costs to return non-conforming Products or any damages that may occur during the return of Product to Sentron. If Sentron chooses to replace the Product and is not able to do so because it has been discontinued or is not available, Sentron may replace it with a comparable product. Sentron reserves the right to use new, reconditioned, refurbished, repaired or remanufactured products or parts in the repair or replacement of any Product covered by this limited warranty. This limited warranty is subject to these additional conditions:

- 23.1.1. The Products have been properly handled, stored, wired, transported, installed, operated and maintained in accordance with the applicable Specifications.
- 23.1.2. A Sentron representative will have access to the failed Products and the fixtures used to operate them. If the fixture or other parts become suspect, the representative shall have the right to invite other manufacturers' representatives to evaluate the lighting system components.
- 23.1.3. The Product has been purchased directly from Sentron or an authorized Sentron distributor/dealer.
- 23.1.4. Purchase receipt for the Product is available for inspection by Sentron.

- 23.2. This limited warranty does not apply to damage or failure to perform arising as a result of Force Majeure or from any abuse, misuse, abnormal use, improper power supply, powers surges or fluctuations, corrosive environments, neglect, exposure or any use or installation in violation of the instructions or restrictions prescribed by Sentron or any applicable standard or code. This limited warranty is effective for the purchases of the Product on or after the effective date set forth herein and is in consideration of and is expressly subject to and conditioned by the terms set forth herein. Sentron reserves the right to modify this warranty from time to time and any modifications shall be effective for all orders placed on or after the effective date of such revised warranty.

24. Risk and title

- 24.1. Risk of damage to or loss of Products will pass to Customer
- 24.1.1. upon delivery by Sentron to Customer in accordance with the applicable INCOTERM; or
- 24.1.2. in the event that Sentron Installs Products on-site, unless agreed otherwise, upon delivery on-site.
- 24.2. Legal title to Products will pass to Customer only when Sentron (or its financiers) has received payment for such Products in full and, to the extent permitted by applicable law, Sentron received payment in full of all other amounts due by Customer under any other agreement with Sentron (or any of its affiliates). Until legal title to Products has passed to Customer, Customer shall
- 24.2.1. not assimilate, transfer or pledge any of the Products, or grant any right or title in the Products to any third party, except in the normal course of business and against payment or subject to retention of title; and
- 24.2.2. ensure that the Products remain identifiable as Products owned by Sentron. In the event of breach by Customer, Sentron may require that Customer return to Sentron, at Customer's cost (including costs for de-installation), all Products in which the title has not yet passed and Customer shall fully cooperate to enable Sentron to collect such Products and grant Sentron (or its representative) free access to the location of the Products, and other equipment supplied and/or used by Sentron in the performance of Services.
- 24.3. Customer shall indemnify, defend and hold harmless Sentron and its affiliates, and their officers, directors, agents, employees, successors, and assigns from and against, all losses (including loss of profits or turnover), liabilities, costs (including legal costs and costs incurred in relation to unfinished products) and expenses arising out of or in connection with any of the following events: non-compliance by Customer with article 24.2 in which event costs will include the full replacement costs of products, systems or other equipment.

C. Specific product conditions

The provisions in this module “Specific product conditions” shall, in addition to Module A. and B. of these Terms, apply if Sentron provides the herein specifically mentioned Products and only with regard to those Products.

25. Probe

- 25.1. Sentron sells the Probe as agreed in writing in the Agreement.
- 25.2. 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.
- 25.3. Sentron's sales obligation does not include mounting and installation materials and consumables and utensils.
- 25.4. All replaced Probes become the property of Sentron. At Sentron's request, all Probes will be returned to Sentron.
- 25.5. Terms and dates of delivery are always indicative, unless explicitly designated as fatal.

D. General terms of service

The provisions in this module "General terms of service" shall, in addition to Module A. of these Terms, apply if Sentron provides Services.

26. Warranty

- 26.1. For any Services that are performed by Sentron, Sentron warrants only that for thirty (30) days from the Performance, the Service will be free from Defects (except in respect of Installation where this thirty (30) days' Warranty Period will commence upon acceptance as set out in article 28.3.

27. Design services

- 27.1. If included as part of Services, Sentron shall provide design services in accordance with specifications as agreed by the Parties in writing.

28. Installation and services

- 28.1. Customer is responsible for the timely completion of preparatory works and site preparations in conformity with requirements set by Sentron. Customer shall prior to the agreed start of Installation or other Services on site, and in such a manner that Sentron can perform in the most efficient manner and within agreed time schedules:
 - 28.1.1. provide and maintain the site conditions (including infrastructure);
 - 28.1.2. provide all necessary information, instructions, inspections, authorizations, approvals, permits and notify Sentron about the location of any cables, electric power lines, water pipes or the like, including surveys describing physical characteristics, legal limitations and utility locations for the site;
 - 28.1.3. provide site access, including traffic management, where applicable; and
 - 28.1.4. put at the disposal of Sentron all materials, tools, constructions and other facilities, and all other reasonable assistance in an accurate and timely manner, and at no additional costs to Sentron, all in compliance with applicable laws, including all applicable health and safety, electrical and building codes.
- 28.2. Customer shall not call Sentron upon site before the obligations under Article 28.1 have been satisfactorily completed. In the event of waiting times of more than four (4) hours on a day, Sentron may reschedule and charge Customer a full working day for that day for the resources concerned. Customer shall
 - 28.2.1. provide a fully qualified representative to support Sentron as and when required while working on site;
 - 28.2.2. provide utilities (including gas, water, electricity and connectivity), heating and lighting necessary for the performance on site;
 - 28.2.3. provide adequate and lockable rooms for Personnel (equipped with sanitary installations) and storage of materials, tools and instruments on or near the site;
 - 28.2.4. decommission and collect the materials that are replaced by Products and remove these from the site; and

- 28.2.5. assist Sentron during (performance) tests. Upon request of Sentron, Customer shall arrange for the temporary shutdown of facilities at the site (including water systems).
- 28.3. Upon finalization of Installation or other Services on-site, Sentron shall notify Customer in accordance with the acceptance protocol agreed between the Parties. In the event that no such protocol has been agreed, within five (5) days after notice to Customer of finalization of installation or other Services on-site, Customer shall check and test the Service set-up, the Products supplied and/or Installed by Sentron and, subject to Article 8, notify Sentron of any Defect, in the absence of which Customer will be deemed to have accepted the Service set-up, the Products supplied and/or Installed five (5) days after notice. Sentron shall resolve Defects so notified within a reasonable period in accordance with Article 8.

E. Specific service conditions

The provisions in this module "Specific service conditions" shall, in addition to Module A. and D. of these Terms, apply if Sentron provides the herein specifically mentioned Services and only with regard to those Services.

29. App

- 29.1. Sentron makes an App available to Users on an "as is, as available" basis, 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..
- 29.2. User is responsible for Installation and configuration of the App.
- 29.3. The User cannot derive any rights, of whatever nature and in whatever form, from (use of) the Service.
- 29.4. Use of the App is free, without prejudice to the provisions of this article.
- 29.5. Account and risk for the use of the (adequate) resources for the use of the App, such as a Probe, mobile telephone, internet connection, Bluetooth, electricity, and its security, etc., lies with the User.

30. User

- 30.1. The User declares to make personal use of the Services only and the User is solely responsible for compliance with the Terms.
- 30.2. User may not misuse the Service. This means, among other things, that the User guarantees that he:
 - 30.2.1. does not commit a criminal offense;
 - 30.2.2. transmit, transmit, distribute or otherwise incorporate into the Services any virus, trojan, worm, logic bomb or other material that is malicious, technologically harmful;
 - 30.2.3. does not damage any aspect of the Service or Accounts or hack data;
 - 30.2.4. does not infringe any Intellectual Property Rights;
 - 30.2.5. does not attempt to affect the Performance or functionality of the Service;
 - 30.2.6. not engage in fraudulent conduct or misuse or attempt to misuse the Service;
 - 30.2.7. does not violate any applicable state, federal or international law or regulation;
 - 30.2.8. do not upload any malicious code, script or data that could harm, disrupt or alter the Service.
- 30.3. Sentron shall not be liable for any loss of data, including Measurement Data, resulting from action for breach of the foregoing provision, such as suspension or termination of access to the Service.

31. Delivery of the Service

- 31.1. Sentron will provide the Service to Customer in a manner to be determined by Sentron.
- 31.2. All Services are provided and performed on the basis of a best efforts obligation.
- 31.3. The App is deemed to have been accepted by the Buyer upon delivery.

- 31.4. Sentron will make the App available to User via its website <https://www.sentron.nl/product/sentron-app/> where User can find directions to download the App in the Apple Appstore or the Google Play store.

32. Use of the Service

- 32.1. 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.
- 32.2. Sentron will make every effort to enable the User to use the Service.
- 32.3. Sentron hereby grants User access to the Service, subject to the terms of these Terms.
- 32.4. 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.
- 32.5. User is solely responsible for compliance with the Terms.
- 32.6. 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.
- 32.7. The User declares to only use the Service on the devices that are linked to his Account with the App provider(s) he uses.
- 32.8. 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.

33. Account

- 33.1. 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.
- 33.2. 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.
- 33.3. 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.
- 33.4. 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.
- 33.5. 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.

34. Hosting

- 34.1. The Terms of the Hosting provider apply mutatis mutandis.
- 34.2. 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.

F. Specific procurement conditions

The provisions in this module “Specific procurement conditions” shall, in addition to Module A. of these Terms, apply in the event of procurement / tenders and only between Sentron and Supplier.

35. Applicability

- 35.1. General or specific terms of the Supplier conflicting with or deviating from and/or supplementing these Terms are explicitly rejected and may only be applicable to the extent that Sentron has expressly accepted those in writing.
- 35.2. The Supplier is deemed to have sufficiently informed itself of the objectives of Sentron with regard to the Agreement, the circumstances under which and the environment in which the Performance and – where applicable – the processes in which the Performance shall be used by Sentron and/or the Customer.
- 35.3. All RFQ's, Orders, Agreements and supplements or modifications thereto shall be made in writing. Any offer, price quotation and the like from Supplier shall be free of charge for Sentron. All offers and price quotations of the Supplier shall be irrevocable and remain valid for a period of sixty calendar days as from the date of the offer.
- 35.4. Sentron is entitled to revoke any Order until the Agreement is constituted.
- 35.5. The Supplier shall confirm the Order within three (3) business days. If no rejection is received within three (3) business days the Order is deemed to be accepted and an Agreement is constituted. In the event that the confirmation of Supplier deviates – even when the deviation is of small significance from Sentron' Order – Sentron shall be solely bound if Sentron has explicitly accepted the relevant deviation(s) in writing to Supplier, otherwise the deviation(s) shall not constitute part of the Agreement under which Supplier delivers a Performance to Sentron and the Agreement shall be concluded in accordance with Sentron' Order.
- 35.6. Any alteration, amendment or addition to the Agreement shall only become effective if and to the extent that Sentron explicitly accepts those in writing.
- 35.7. The quantities of Products specified in any delivery forecast are indicative and shall not constitute any commitment of Sentron to procure the Products.

36. Prices

- 36.1. After the complete and correct execution of the Agreement the Supplier shall be entitled to send an invoice to Sentron. Supplier's invoice shall comply with the details of the Agreement. The Supplier shall in any event issue and send an invoice showing the invoice number, quantities, part and other references to the postal mailing/electronic address stated in the Agreement; the invoice shall not be enclosed with any shipments. An invoice not complying with the foregoing shall not be processed.
- 36.2. Supplier's sole and exclusive reimbursement for the Performance is stipulated in the Agreement and is binding and fixed for the duration of the Agreement. If not agreed otherwise, prices shall be in Euro excluding value added tax (“VAT”).
- 36.3. Payments shall become due and payable 60 days from the date of receipt of the correct invoice or delivery of the Performance, whichever occurs latest.

- 36.4. Sentron is entitled to set-off any amounts that Sentron and/or any of its Affiliates owes to Supplier and/or any of its Affiliates against any amounts that Supplier and/or its Affiliates owes to Sentron and/or any of its Affiliates. The Supplier's right to set-off or retention is excluded, unless the respective claim is undisputed by Sentron or has been finally confirmed by a court order or verdict. Further Supplier shall not suspend its performance of the Agreement or other Agreements based on a dispute between Supplier and Sentron or its Affiliates.

37. Delivery

- 37.1. Supplier acknowledges that time is of the essence and that the Delivery Date is binding. Punctual compliance with the Delivery Date is determined by the date of the receipt of the Performance by Sentron.
- 37.2. The Performance shall be delivered including all required documentation, delivery notes, records and the like, on the Delivery Date according to the Incoterms (latest version) to the delivery location as stipulated by Sentron.
- 37.3. The title to the Products and/or deliverables as a result of the Services shall transfer to Sentron upon delivery of the Products or deliverables.
- 37.4. Any partial or early delivery of the Performance is only permitted with the prior written approval of Sentron.
- 37.5. The delivery note to be provided by the Supplier to Sentron will contain at least the following information: the Order/Agreement number, the product type, the quantity of Products, the date of shipment, Lot numbers / Batch numbers (for traceability purposes), ASN-reference and/or additional (barcoded or RFID) information such on request of Sentron. Notice of dispatch shall be provided immediately with the same information.
- 37.6. Supplier shall notify Sentron immediately in writing if any circumstance occurs or becomes apparent to the Supplier as a result of which Supplier cannot fulfil its obligations in accordance with the Agreement. Supplier's notification shall include in detail the cause(s) and which measures are taken to prevent and/or limit the effect.
- 37.7. The (unconditional) acceptance of a delayed or otherwise non-compliant delivery of the Performance or partial or full payment by Sentron does not constitute an approval of the Performance or waiver of any rights or claims by Sentron.
- 37.8. Sentron may reschedule the Delivery Date or change the place of delivery of the Performance without charge and any liability by giving notice to Supplier no later than three business days before the Delivery Date.
- 37.9. The Supplier shall perform the agreed Services with due skill and care, in conformity with the Agreement and the requirements of good workmanship, using the proper materials and employing sufficiently qualified staff.

38. Packaging and Shipping Instructions

- 38.1. The Supplier shall pack the Products for transport, storage and delivery in accordance with applicable statutory regulations, the Agreement and current leading industry standards, e.g. IEC 61340-5-3:2010, VDA or similar.
- 38.2. The Supplier shall ensure that the packaging of the Products is labelled with due care and in accordance with applicable statutory regulations, the Agreement and current leading industry standards. Each and every packaging unit down to the smallest packaging unit must be labelled according VDA 6.3 standard.

- 38.3. The costs for packaging shall be included in the Performance price.
- 38.4. Any non-environmental friendly packaging shall be avoided by the Supplier. If any returnable packaging is used, the packaging will not be charged to Sentron and shall be collected by Supplier for its own risk and expense upon notification by Supplier. In the event any inadequate packaging is used by Supplier Sentron shall be entitled to return the Products at Supplier's risk and expense.

39. Warranty

- 39.1. Supplier warrants that the Performance at the time of delivery and until the end of the Warranty Period is
 - 39.1.1. of merchantable quality,
 - 39.1.2. new and free from defects with regards to design, construction, material and workmanship,
 - 39.1.3. complying with the specifications and other requirements under the Agreement,
 - 39.1.4. suitable for the intended purpose,
 - 39.1.5. in accordance with business industry standards e.g. on quality, environmental and health
 - 39.1.6. complying with all applicable laws and regulations and
 - 39.1.7. including all required licenses with regards to the Performance and that such license to use the rights shall properly cover the intended use, distribution and selling of the Performance including the right to sublicense. Furthermore, Supplier warrants to Sentron the free and undisturbed use of the Performance by Sentron and its customers and that the Performance, wholly and partly, does not infringe any third party intellectual property rights and that the Performance is unencumbered and free of attachments.
- 39.2. The Warranty Period does not affect Sentron's other rights and remedies at law. In case of Supplier managed inventory (e.g. consignment) the warranty period shall start after usage of the Product by Sentron.
- 39.3. In the event of Non-Compliance, Sentron shall, without prejudice to any other rights or remedies available to it under the Agreement or at law, have the right at its sole discretion to demand Supplier to repair, to replace the Products or Services or require full repayment. Additional to the foregoing remedies Supplier shall bear all direct and indirect costs, losses, damages and expenses arising out of or in connection with the Non-Compliance.
- 39.4. If the Supplier fails to commence rectifying the Non-Compliance immediately after Sentron demand to remedy it and/or fails to remedy it within reasonable time (latest 5 working days after Sentron' notification) and/or in urgent cases, especially to prevent greater damage (e.g. recall, bodily injury, safety issues) Sentron is entitled to undertake such rectification by itself or to have it undertaken by a third party at Supplier's risk and expense.
- 39.5. The Warranty Period on the rectified (replaced or repaired) Products and/or Services shall be 36 months starting after the delivery thereof.
- 39.6. In the event that Sentron in its capacity as a supplier is obliged to grant a customer a longer or more extensive warranty for Defects the Supplier shall then also undertake to accept those longer or more extensive warranty terms.

40. Quality Requirements, Documentation and Audits

- 40.1. The Supplier shall deliver all relevant documents (e.g. datasheet, Certificate Of Conformity or other certificates, drawings, Production Part Approval Process) to Sentron as agreed upon in the Agreement or reasonably requested by Sentron. Approval of these documents by Sentron shall not release the Supplier from its responsibility for the correctness and/or accuracy thereof. The Supplier shall remain fully responsible for the execution of the Agreement.
- 40.2. The Supplier shall comply, and shall cause all Products and Services to comply, with all applicable quality requirements as per the Agreement and which are to be expected according to the latest industry practices. If applicable the Supplier shall comply with all safety, environmental and quality standards and/or certification used within the automotive branch, as applicable at the time of the delivery of the Performance, including but not limited VDA or similar, and shall maintain or develop a quality management system based on the latest valid version of IATF 16949.
- 40.3. Sentron, as well as its customers, is/are entitled to undertake comprehensive but reasonable audits (including process audits) at Supplier's and Sub-Supplier's premises during normal business hours upon giving reasonable advance notification, minimum 2 working days. In the case of an emergency situation the notification period shall not apply and the audit shall be conducted immediately.
- 40.4. The Supplier shall cooperate with Sentron and assist in such audit. In particular the Supplier shall grant Sentron and its customers, access to the production facilities and other premises and provide the relevant and reasonably requested documents, information and access to relevant persons. Supplier shall make available and offer the necessary facilities and assistance for this purpose without costs.
- 40.5. If the audit reveals that the Supplier has not or does not comply with the agreed quality standards and/or any other obligation, the Supplier shall immediately take all necessary measures in order to meet the agreed standards and shall notify Sentron of the measures taken in writing on a regular basis.
- 40.6. The Supplier shall impose on its Sub-Suppliers the obligations in this article 40.

41. Inspection of Goods/Notification of Defects

- 41.1. Sentron will inspect the Products solely on obvious damages e.g. packaging and not verifying the identity, completeness and conformity of the Products. Sentron's obligation to inspect the Products will not reach further than the foregoing. Sentron will give notice of any defects found within a reasonable period after its discovery. To this extent, the Supplier agrees and acknowledges to waive the objection of late or delayed notification of defects.
- 41.2. Furthermore, if required, Sentron or third parties designated by Sentron shall be entitled to pre-delivery inspection or testing of the ordered Products during the processing, manufacturing and storage. The Supplier shall assist Sentron or designated third parties without imposing limits, and grants hereby access to the locations where the Products are processed, produced and stored and offers the necessary facilities and lends its assistance for this purpose and shall supply required documentation and information, at its own costs.

42. Intellectual Property

- 42.1. All Foreground IP shall be owned by Sentron upon their creation. Supplier and Sentron agree that the reimbursement for the Performance includes a reasonable fee for the Foreground IP.
- 42.2. To the extent that the existing and future Intellectual Property Rights in Foreground IP are or will be vested in the Supplier, the Supplier herewith assigns and transfers and continues to assign and transfer all existing and future rights in Foreground IP to Sentron, including any and all Intellectual Property Rights, and undertakes to hand over to Sentron all existing and future embodiments of Foreground IP. Any such assignment, transfer or hand over shall be made each upon the effective date of the respective agreement or at the time of the creation of the Foreground IP or, to the extent the latter is not possible, without undue delay. To the extent that the assignment of Intellectual Property Rights in Foreground IP is legally not possible, Supplier herewith grants to Sentron an exclusive – and if the granting of an exclusive license should not be possible for any legal reason a non-exclusive –, world-wide, irrevocable, royalty-free, sub-licensable and transferable license to use the Foreground IP for all kinds of use currently known or unknown. The license includes but is not limited to the rights to reproduction, distribution, exhibition, recitation, the performance and presentation, making works available to public, broadcasting, adaption and transformation, including the right to make, use, distribute, market, dispose of, offer for disposal or otherwise deal with the Foreground IP. Sentron herewith accepts any such assignment, transfer and/or grant of license.
- 42.3. To the extent that under any relevant jurisdiction, any further deed, other formalities or any other (juridical) act should be required for the transfer of ownership in the Foreground IP and/or taking effect thereof, the Supplier
 - 42.3.1. guarantees to Sentron to draw up this kind of deed and to sign the same on behalf of the Supplier and to fulfil these formalities and acts also on behalf of the Supplier, without prejudice to the obligation of Supplier to (on demand of Sentron) lend its assistance to the transfer of these kind of rights, without being able to impose any conditions on the same
 - 42.3.2. shall inform Sentron thereof and
 - 42.3.3. provide Sentron with any assistance it may need.
- 42.4. Supplier hereby represents and warrants the full, unencumbered and non-restrictive use of the Foreground IP and shall arrange such in the relevant contracts with its employees and third party's undertaking Performance related services.
- 42.5. Supplier shall grant Sentron a non-exclusive, world-wide, transferable and sub-licensable, irrevocable, royalty-free license to use Supplier's background intellectual property and know-how related to or in connection with the Performance.

43. Force Majeure

- 43.1. Any Force Majeure event shall suspend such party's performance of the corresponding obligation for the duration of the Force Majeure event, provided that a notice in writing has been given to the other party stating the cause, the expected delay or non-performance and providing proof of the Force Majeure. For the avoidance of doubt, shortage of personnel, strikes, shortage of materials and/or allocation, imputable failure, negligence or unlawful acts of suppliers or third parties engaged by the Supplier and/or liquidity or solvency problems on the part of the Supplier shall in no event be an event of Force Majeure.

- 43.2. In the event that the anticipated duration of Force Majeure will exceed a 30 day period, Sentron will, without prejudice to its other rights, be entitled to immediately terminate the Agreement in part or in full, without any further (compensation or payment) obligations towards Supplier.

44. Epidemic Failure

- 44.1. In case of Non-Compliance in Products attributable to the same or similar root cause at or above the rate of 3% or 10 pieces, whichever is reached earliest, of the Products delivered to Sentron per relevant Order line item under the Agreement, Sentron shall be entitled to require that all Products delivered by Supplier to Sentron and/or its Affiliates in the last 12 months concerned are replaced by Supplier free-of charge, regardless of whether the Non-Compliance has already become apparent or not. In addition, the Supplier shall compensate Sentron for any additional direct or indirect costs and expenses, damages and losses that it incurs because of this. Other rights available to Sentron, under contract or at law, shall remain unaffected.

45. Indemnification

- 45.1. The Supplier shall obtain and will maintain at its own cost and expense all insurances from a first class insurance company necessary to cover for a sufficient amount all risks and liabilities under the Agreement, with a minimum coverage of EUR 5.000.000 per occurrence and 2 occurrences per year. Coverage shall include in any event but not limited to coverage for third party property damage, bodily injury (incl. death), defective Products, costs related to defective Products, Epidemic Failure situations or design or advise failures (if applicable). At Sentron request, the Supplier will provide to Sentron a certificate of insurance and Supplier shall not amend its insurances without informing Sentron upfront. Failing to comply with this article shall be an act of gross negligence by Supplier.

46. Product Liability

- 46.1. In the event a product liability claim or action is asserted against Sentron by a third party the Supplier shall indemnify and hold Sentron its Affiliates and its customers harmless from and against such third party claims and actions and all costs (including all reasonable legal costs), expenses, losses and/or damages etc. and all judgements and liabilities of Sentron and/or its customers to third parties, where such claims, costs, damages etc. and/or liabilities arise out of or are in connection with any third party claim that were caused by a Non-Compliance delivered by the Supplier to Sentron.
- 46.2. In the event of article 46.1 the Supplier will also bear all costs, expenses, losses and/or damages, including those of any legal action including reasonable attorney fees, where such costs, expenses, losses and/or damages arise out of or in connection with a recall, field action or other service action or defect removing or preventative measure taken and conducted by Sentron or its customers.

47. Compliance with law

- 47.1. Supplier warrants that it shall comply with and shall cause each of its Sub-Suppliers to comply with all applicable laws and regulations, including but not limited to such concerning the
 - 47.1.1. manufacturing of Products or performance of the Services,
 - 47.1.2. raw-materials/ component content, including but not limited to REACH, RoHS, Conflict of Minerals, e.g. Dodd-Frank Act,
 - 47.1.3. commercial or governmental anti-bribery, e.g. the US FCPA or UK Bribery Act, and anti-trust laws,
 - 47.1.4. GDPR or any other relevant privacy laws and shall ensure that its activities related to the Performance or the Agreement shall not cause Sentron or its customers to be in violation of any laws and/or regulations.
- 47.2. The Supplier warrants that it shall comply with the respective statutory provisions governing the treatment of employees, environmental protection and health and safety at work and to work on reducing the adverse effects of its activities on human beings and the environment. In this respect the Supplier shall set up (if not done yet), maintain and further develop a management system in accordance with ISO 14001.
- 47.3. The Supplier warrants that it shall comply with and shall cause each of its Sub-Suppliers to comply with all Export Regulations.
- 47.4. The Supplier is obliged to inform Sentron immediately after becoming aware or after it should become aware of any applicable Export Regulations requirements or restrictions in its business documents and to send the following information regarding the Performance subject to license requirements to the relevant Sentron procurement representative in good time prior to the first delivery:
 - 47.4.1. Material number
 - 47.4.2. Part, Product, Service description
 - 47.4.3. All applicable export list numbers including the Export Control Classification Number (ECCN)
 - 47.4.4. Country of origin of the Products
 - 47.4.5. Harmonized System (HS) Code of the Products
 - 47.4.6. A contact person in its organization to resolve any inquiries.
- 47.5. The Supplier shall also be obliged to inform Sentron without undue delay of any changes to Export Regulations applying to the Performance it delivered to Sentron.

48. Termination

- 48.1. Sentron is at all times entitled to terminate (in whole or partly e.g. decrease of quantity) the Agreement for Sentron's convenience (i.e. without default of Supplier). Supplier will not charge Sentron for a termination or cancellation as mentioned in this article 48 outside of the Product's standard lead time, or 7 calendar days prior to the Delivery Date, whichever is shorter. If Sentron terminates the Agreement within the aforementioned period:
 - 48.1.1. for Supplier's off-the-shelf Products, Supplier may invoice Sentron for canceled Products it cannot sell to its other customers after good faith, verifiable efforts to do so for at least three months. Supplier must invoice Sentron within 30 calendar days after the three-month period, or all claims are waived;

- 48.1.2. for Sentron specific products, Supplier will use its best efforts to return or re-use raw materials purchased for the canceled Agreement. If neither returning nor re-using the raw materials is possible, Supplier will use its best efforts to sell them; and
- 48.1.3. for Services performed, the Supplier is solely entitled to payment of Services performed (as per agreed planning) and acceptable to Sentron until the termination date. Sentron shall never be liable for more than the Performance price.
- 48.2. Supplier is only entitled to terminate the Agreement in case Sentron frequently fails to comply with its material obligations under the Agreement and Sentron has been sent a notice of default per registered letter in which Sentron is given a remedy period of at least 20 business days and termination of the Agreement is in proportion to the default committed by Sentron. Any additional termination rights of Supplier at law are expressly excluded.

49. Transfer

- 49.1. The Supplier shall not without the prior written consent of Sentron involve any Sub-Suppliers. If and to the extent that the Supplier is allowed to use a Sub-Supplier, the Supplier remains fully responsible and liable for the performance of such party.
- 49.2. Subcontracting to third parties without Sentron' prior written consent shall entitle Sentron to terminate the Agreement and/or other Agreements outstanding, at Sentron' sole discretion in whole or in part, with immediate effect.
- 49.3. For any change by Supplier in components and/or the production processes of the Products and/or any Services, Supplier needs to obtain prior written approval from Sentron. Any increase in costs or delay in delivery or any other consequences related to the foregoing shall be borne by, and shall be for the risk of, Supplier. A change in the existing and/or by Sentron approved supply chain of the Product shall be subject to the explicit prior written consent of Sentron.
- 49.4. Any Supplier change request pursuant to article 49.3 shall, regardless of the Supplier being a distributor or manufacturer, be given 12 months prior to the proposed implementation of the change request.
- 49.5. In case of obsolescence, discontinuation of manufacturing or termination of a Product or component therein relevant to (possible future Orders of) Sentron, Supplier will notify Sentron in writing as soon as possible, but at least 12 months prior to such event. Supplier shall grant to Sentron the possibility to place a last time buy order in the quantity reasonably to be determined by Sentron. Additionally, if Supplier is the manufacturer of the Product, Supplier warrants that Supplier is able to supply the Products for 15 years after the last relevant Agreement. If Supplier is not able to do so Supplier shall redesign the Products, on its costs and risk, so that it is acceptable to use in end products by Sentron and its customers for the remaining part of the 15 year period.
- 49.6. At least once a year Supplier shall update Sentron in writing by indicating the life cycle status of the Products under the Agreement in a manner requested by Sentron.
