

General terms and conditions Senso Technics USA LLC

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Article 1 Definitions

1.1

To these general terms and conditions (“Terms and Conditions”) the following definitions apply:

Delivery: the actual supply of purchased products to customer (“Customer”);

Services: all work, in any form and of whatever name (service, organisation, etc.), which Senso Technics B.V. carries out for or for the benefit of Customer;

Customer: any legal person or natural person acting in the exercise of a profession or business, on behalf of whom Senso Technics USA LLC supplies and/or provides services, or with whom Senso Technics USA LLC enters into an agreement, or with whom Senso Technics USA LLC is discussing or negotiating the conclusion of an agreement;

Order: any oral or written request, in whatever form, whether or not following a quotation, by Customer to Senso Technics USA LLC to render services, deliver products or otherwise enter into an agreement;

Agreement: any agreement concluded between Senso Technics USA LLC and Customer, any change or addition thereto, as well as all (legal) acts in preparation and in the execution of that agreement;

Products: all items, including documentation, drawings, information carriers, ideas, sketches/ drawings and any (other) results of services rendered by Senso Technics USA LLC which are the subject of an agreement;

In writing: under “in writing” is also understood “by electronic means”.

Article 2 Applicability

2.1

These Terms and Conditions form part of all agreements and quotations and apply to all (other) acts and legal acts between Senso Technics USA LLC and Customer, even if those (legal) acts may not lead to, or are not related to, an agreement.

2.2

Senso Technics USA LLC explicitly rejects the applicability of Customer’s general terms and conditions.

2.3

If Senso Technics USA LLC shall (partly) act as purchaser of goods, principal and/or contractor of work, on behalf of (legal) acts which Senso Technics USA LLC has to perform for Customer, the general terms and conditions that apply in the aforementioned relationship (irrespective of whether these are of Senso Technics



USA LLC or of another party) shall, in addition to these present Terms and Conditions, also apply to the legal relationship between Customer and Senso Technics USA LLC. In the event that these Terms and Conditions conflict with the terms and conditions specified above, then these Terms and Conditions shall prevail. The terms and conditions of third parties (or the deviating Terms and Conditions of Senso Technics USA LLC that may be applicable) will be sent to Customer upon first request.

Article 3 Agreements and quotations

3.1

All offers, price lists and quotations are without obligation and only serve as an invitation to Customer to place an order, unless explicitly stated otherwise.

3.2

When requested, Senso Technics USA LLC shall submit a quotation to Customer for approval before commencement of the work. To the extent that during the execution of an order unavoidable deviations in relation to a quotation occur, Senso Technics USA LLC shall inform Customer about these at as early a stage as possible.

3.3

An agreement will only be concluded when Senso Technics USA LLC accepts an order from Customer in writing or when Senso Technics USA LLC fulfils an order. If upon request Senso Technics USA LLC performs any work before full agreement has been reached on the price and payment conditions for that work, Customer will pay Senso Technics USA LLC for that in accordance with the then at Senso Technics USA LLC applicable rates, with due observance of the provisions in these Terms and Conditions. Insofar as Customer accepts a binding offer from Senso Technics USA LLC - contrary to the provisions of the first sentence of this paragraph - with deviations of minor importance, then these deviations shall not be part of the agreement and the agreement will be concluded in accordance with the offer or quotation from Senso Technics USA LLC.

3.4

All information from Senso Technics USA LLC on specifications of products and/or services has been provided with due care, but Senso Technics USA LLC cannot guarantee that no deviations will occur in this respect. Shown drawings, models and examples are indications only of the relevant products and/or services.

Article 4 Prices

4.1

All prices of Senso Technics USA LLC are expressed in EURO or DOLLAR and exclude Value Added Tax and any shipping, transport and postage costs, unless explicitly indicated otherwise in writing. Unless explicitly agreed otherwise in writing, the costs of import and export duties, travel and subsistence costs in the context of rendering services, as well as all (other) levies or taxes imposed or charged in respect of any performance, shall be charged separately to Customer.



4.2

Any change in factors that have an influence on the price and on the in the previous paragraph referred to additional costs of Senso Technics USA LLC, including purchase prices, exchange rates, import and export duties and other levies due to import or export, insurance rates, freight rates and other levies or taxes, may be passed on to Customer by Senso Technics USA LLC.

Article 5 Payment

5.1

Without prejudice to the provisions in the following paragraphs, payment must be made within the period stated on the invoice and in the absence of such period within 8 days after the invoice date. Parties designate the registered office of Senso Technics USA LLC. as place of payment.

5.2

All amounts charged to Customer are paid without any discount or deduction.

5.3

Customer is not entitled to suspend any of its obligations. If in the opinion of Senso Technics USA LLC grounds exist for doing so, Senso Technics USA LLC will at all times be entitled to demand that Customer provides adequate security for the payment. If Customer fails to provide such a security, Senso Technics USA LLC will have the right to suspend delivery, also if delivery on demand has been agreed, or to dissolve the agreement without interference of the courts and if so desired to claim damages. The price of what has already been delivered shall become due and payable forthwith.

5.4

Any agreement entered into with Senso Technics USA LLC will be subject to the condition precedent that Customer will prove to be sufficiently creditworthy, such exclusively at the discretion of Senso Technics USA LLC. If necessary, Customer will allow Senso Technics USA LLC to obtain information with regard to Customer.

5.5

Customer who has not paid or has not paid in full within the stipulated period will be in default, without requiring any reminder or proof of default, and will, therefore, owe interest on the amount due, as set out in the following paragraph.

5.6

Without further notice of default, Customer will be liable to pay interest on all amounts that have not been paid on the last day of the payment period, which interest will accrue from that date at the current statutory rate in the USA plus a surcharge of 2%. At the end of each month, the amount on which the interest is calculated is increased by the interest due over that month.



5.7

All costs associated with the collection of an unpaid invoice, both judicial and extrajudicial, will be charged to Customer. In any event, Customer will owe a fixed amount of costs of 15% of the outstanding amount. If Senso Technics USA LLC proves to have incurred higher costs, which were reasonably required, these costs should also be reimbursed by Customer.

5.8

Customer is not entitled to set off any claim on its part against the claim(s) of Senso Technics USA LLC.

Article 6 Delivery times

6.1

Upon receipt of the order from Customer, Senso Technics USA LLC shall as soon as possible deliver or provide the services and/or products, respectively, shall commence the execution of work and/or services, only insofar as the ordered product is in stock and commencement of the work and/or services is possible.

6.2

The delivery times specified by Senso Technics USA LLC are merely indicative. Unless expressly agreed otherwise in writing, Senso Technics USA LLC does not give any guarantee in relation to the agreed delivery times, and delayed delivery gives Customer no right to compensation for damages, dissolution of the agreement or non-conformance with any obligation towards Senso Technics USA LLC.

Article 7 Delivery and risk

7.1

All deliveries are deemed to have taken place where Senso Technics USA LLC has its registered office, unless otherwise agreed in writing.

7.2

The risk of the products shall pass to Customer at the time of delivery.

7.3

If for any legally invalid reason Customer does not take delivery of the products or does not take delivery on time, Customer will be in default without notice of default. Senso Technics USA LLC is then entitled to sell the products to a third party. Customer shall remain liable for the purchase sum plus interest and costs by way of compensation.

7.4

Customer shall take all necessary measures to enable Senso Technics USA LLC to fulfill its obligations in connection with the delivery of the products and/or fulfillment of the services.

Article 8 Force majeure



8.1

If Senso Technics USA LLC cannot fulfill its obligations to Customer due to a non-imputable failure (force majeure), those obligations will be suspended for the duration of the force majeure situation.

8.2

If the force majeure situation has lasted three months, both parties will be entitled to fully or partially dissolve the agreement in writing, without Customer being entitled to any compensation for damages.

8.3

Under force majeure of Senso Technics USA LLC is understood every contingency beyond the control of Senso Technics USA LLC, as a result of which (the relevant part of) its fulfillment of its obligations towards Customer is made impossible, slowed down or made uneconomically, or as a result of which the fulfillment of these obligations cannot reasonably be required from Senso

Technics USA LLC, including, inter alia, strike, exclusion, fire, machine failure and other business interruptions, as well as theft and late delivery by suppliers of Senso Technics USA LLC.

Article 9 Retention of title

9.1

Notwithstanding the actual delivery, title to the products will not pass to Customer until it has fully paid all amounts for products delivered or to be delivered under the agreement that are or will be payable by Customer to Senso Technics USA LLC.

9.2

Any amount received from Customer will first be used to pay for those claims that Senso Technics USA LLC may have on Customer regarding which Senso Technics USA LLC has not made a retention of title in paragraph 1. After that, any amount received from Customer will first be used to settle any interest and costs that may be due as referred to in the agreement or the quotation and/or these Terms and Conditions.

9.3

Before title to the products passes to Customer, Customer is not entitled to grant use of the products to third parties, pledge them to third parties, or otherwise encumber them for the benefit of third parties.

9.4

Customer will inform its buyers of the products that as long as title to the products rests with Senso Technics USA LLC, the products can only be delivered and title transferred to these buyers at the moment that Customer has fulfilled its obligations towards Senso Technics USA LLC.

9.5

Customer shall be obliged to store the products delivered under retention of title carefully and as recognizable property of Senso Technics USA LLC, and to insure



them against risks such as fire, explosion, damage and theft. Upon Senso Technics USA LLC's first request thereto, Customer shall assign to Senso Technics USA LLC all rights vis-à-vis the relevant insurers in this respect.

9.6

If and so long as Senso Technics USA LLC is the owner of the products, Customer shall inform Senso Technics USA LLC immediately in writing when any part of the products is lost or damaged, or the products are impounded and/or a claim is otherwise made to (any part of) the products. In addition, Customer will inform Senso Technics USA LLC at its first request of the location of the products of which Senso Technics USA LLC is owner.

Article 10 Intellectual property

10.1

Senso Technics USA LLC reserves the rights and powers vested in it under the Copyright Act.

10.2

All documents supplied by Senso Technics USA LLC, such as reports, advice, designs, sketches, drawings, software, etc., are exclusively intended to be used by Customer and may not be reproduced, made public, or disclosed to third parties by Customer without the prior consent of Senso Technics USA LLC.

10.3

Senso Technics USA LLC also reserves the right to use the knowledge gained during the execution of the work for other purposes, insofar as no confidential information is disclosed to third parties.

Article 11 Defects

11.1

Customer is obliged to carefully inspect (or have inspect) the products immediately, but in any case within 8 days of receipt. Visible defects in the products must be reported in writing by Customer immediately after Senso Technics USA LLC has delivered or presented the work performed to Customer. Defects, which could not reasonably have been detected within the abovementioned period, must be reported in writing to Senso Technics USA LLC immediately upon detection and no later than 30 days after delivery of the products.

11.2

After the detection of any defect, Customer shall be obliged to refrain forthwith from using, processing, installing or reproducing the relevant products.

11.3

Customer shall lend all cooperation required by Senso Technics USA LLC for investigating the defects, inter alia, by enabling Senso Technics USA LLC to investigate (or have investigate) the circumstances of handling, processing, installation and/or reproduction.



11.4

Customer does not have any rights towards Senso Technics USA LLC under this article if no verification of the defects can take place.

11.5

Customer shall not be able to lay any claims on account of defect in products against Senso Technics USA LLC for as long as Customer has failed to fulfill any obligation vis-à-vis Senso Technics USA LLC.

Article 12 Guarantee

12.1

The following guarantee provisions are applicable to the products sold and delivered by Senso Technics USA LLC.

12.2

The guarantee on the products sold and delivered by Senso Technics B.V is valid for a period of 12 months after delivery. A guarantee period of three months after repair applies for (parts of) products repaired by Senso Technics USA LLC, with the exception of second hand products.

12.3

If notified timely, correctly and in accordance with the provisions of article 11, the guarantee referred to in this article shall only cover - without prejudice to the provisions of article 14 - the free of charge forwarding of (parts of) products delivered, with regard to those defects of which Customer in the opinion of Senso Technics USA LLC has duly shown that these have arisen within the guarantee period and that these are exclusively or primarily the result of faulty material, workmanship, manufacturing, handling or processing. The parts forwarded free of charge shall then be implemented in the products delivered by Senso Technics USA LLC or by a third party engaged by Senso Technics USA LLC. The related costs will be charged to Customer. The products or parts replaced under the guarantee must always be returned to Senso Technics USA LLC.

12.4

Repair or replacement does not change the original guarantee period.

12.5

If Senso Technics USA LLC delivers products to Customer that it has received from its suppliers, then Senso Technics USA LLC will never be obliged to provide any guarantee or be held liable to Customer beyond that which Senso Technics USA LLC can claim from its supplier.

Article 13 Duty of care

13.1

Senso Technics USA LLC shall take the utmost care when carrying out its work and deliveries to Customer.

Article 14 Liability and indemnity



14.1

Senso Technics USA LLC shall - subject to the provisions of the following paragraph - never be liable for any damage of any kind, including consequential damage, intangible damage, trading loss, loss of orders, loss of profit and suchlike.

14.2

The liability of Senso Technics USA LLC, as referred to in the previous paragraph, is in any case limited to the free of charge repair of the supplied faulty product or to the replacement of that product or part thereof, or to a refund of the agreed price or a reasonable portion thereof, such at the discretion and assessment of Senso Technics USA LLC and insofar as Senso Technics USA LLC is capable of doing so.

14.3

Without prejudice to the provisions in the preceding paragraphs of this article, Senso Technics USA LLC will never be liable for any damage, of whatever nature, arising from facts and/or circumstances that may be attributed to third parties designated by Customer, irrespective of whether these third parties have (ultimately) carried out work on behalf of Senso Technics USA LLC. With regard to these third parties, Customer is fully responsible for its own choice and the work carried out by these third parties is entirely at the expense and risk of Customer or those third parties. Without prejudice to the provisions of article 19 of these Terms and Conditions, Customer shall indemnify Senso Technics USA LLC against all claims that may be instituted by these third parties in respect of any damage that has arisen as a result of Customer's use of the products and/or services.

Article 15 Returns

15.1

Returns will only be accepted if this has been agreed in writing.

15.2

Damaged products and packaged products, the packaging of which is missing or damaged, can never be returned.

Article 16 Other duties and responsibilities Customer

16.1

Customer timely puts at the disposal of Senso Technics USA LLC all information necessary for the performance of Senso Technics USA LLC's work and guarantees its correctness and completeness.

16.2

Customer ensures that the products are adequately insured from the moment these are at Customer's risk. At the first request of Senso Technics USA LLC, Customer shall make the insurance policy(ies) available.

Article 17 Suspension and dissolution



17.1

In the event of (provisional) suspension of payment, bankruptcy, closing down or winding-up of Customer's business, or if an attachment is imposed on Customer, all agreements with Customer will be terminated by operation of law, unless Senso Technics USA LLC notifies Customer within a reasonable time (where appropriate at the request of the administrator or receiver) to demand fulfilment of (part of) the relevant agreement(s), in which case Senso Technics USA LLC, without notice of default, is entitled:

A

to suspend the execution of the relevant agreement(s) until payment has been sufficiently secured; and/or

B

to suspend all its possible obligations towards Customer;

all this without prejudice to Senso Technics USA LLC's other rights under whatever agreement with Customer and without Senso Technics USA LLC being bound to any compensation for damages.

17.2

If Customer does not comply properly or not within a certain period or otherwise in due time with any of its obligation that may arise from any agreement, Customer will be in default and Senso Technics USA LLC is entitled, without notice of default or legal intervention:

A

to suspend the execution of the agreement and directly related agreements until payment has been sufficiently secured; and/or

B

to dissolve that agreement and directly related agreements in whole or in part;

all this without prejudice to Senso Technics USA LLC's other rights under whatever agreement with Customer and without Senso Technics USA LLC being bound to any compensation for damages.

17.3

If an event occurs as referred to in the previous paragraphs, all claims of Senso Technics USA LLC against Customer and the aforementioned claims under the relevant agreement(s), respectively, shall immediately and fully be due, and Senso Technics USA LLC shall have the right to take back the products in question. In that case, Senso Technics USA LLC and its authorized representative(s) are entitled to enter Customer's premises and buildings in order to take possession of the products. Customer is obliged to take the necessary measures to enable Senso Technics USA LLC to exercise its rights.

Article 18 Transfer of rights and obligations

18.1

Senso Technics USA LLC is permitted to transfer the rights and obligations described in any agreement with Customer to third parties. In the event of any obligations of Senso Technics USA LLC being transferred, Senso Technics USA LLC shall inform



Customer accordingly in advance. Senso Technics USA LLC is not obliged to pay any compensation for damages in this respect.

Article 19 Indemnity

19.1

Customer shall indemnify Senso Technics USA LLC for all claims by third parties for any damage that is caused by the use of the products and/or services by Customer.

Article 20 Applicable law/disputes

20.1

All agreements entered into with Senso Technics USA LLC shall be governed by the law of the Netherlands, in respect of which these Terms and Conditions shall be considered to constitute an addition and, insofar as not dictated otherwise by mandatory provisions, a departure.

20.2

Any disputes between Customer and Senso Technics USA LLC shall be heard in the competent court in whose jurisdiction Senso Technics USA LLC has its registered office.

