

## GENERAL SALES CONDITIONS

### SENTEA

#### 1. Scope

- 1.1. These general sales conditions (hereinafter referred to as "**GSC**") shall apply to all products and accessories ("**Goods**") that are sold by SENTEA NV (a company, with registered office at Technologiepark – Zwijnaarde 122, 9052 Gent and registered with the Crossroads bank for enterprises under n°0696.682.308) and/or any affiliate of SENTEA NV ("**SENTEA**") to the customer ("**Customer**").
- 1.2. Customer accepts the GSC and expressly renounces its own general terms and conditions, even if these would be posterior to the present GSC and regardless of any statement to the contrary in any purchase order, acknowledgment, confirmation, release or other form submitted by Customer.
- 1.3. Neither party shall claim any modification, limitation or release from any of the terms and conditions contained herein except by written agreement to that effect signed by SENTEA and Customer. Any lack of reaction or lack of protest from either party shall under no condition be considered as an acceptance of such deviation.
- 1.4. These GSC shall automatically apply to all similar future commercial relations between SENTEA and Customer, without it being necessary to expressly refer to these GSC.
- 1.5. The agreement between SENTEA and Customer shall exist out of the Order Confirmation, any specific conditions inserted by SENTEA and these GSC ("**the Agreement**"). In case of conflict between the provisions in the Order Confirmation and the wording of the present GSC, the provisions in the Order Confirmation shall prevail.

#### 2. Offers, orders and agreements

- 2.1. The sale is only concluded when SENTEA has accepted an order in writing ("**Order Confirmation**").
- 2.2. If Customer cancels an order, after having received the Order Confirmation and before the delivery of the Goods, Customer will in any event be due following fixed amounts to SENTEA:
  - In case of sale of standard Goods, [40%] of the invoice amount;
  - In case of sale of made to order Goods, [100%] of the invoice amount.

The aforementioned amounts are due, without prejudice to SENTEA's right to claim additional damages should the fixed amounts not suffice to compensate the actual damage/losses suffered by SENTEA.

#### 3. Delivery of Goods and transfer of risk

- 3.1. Except as may be otherwise specified in writing, the transfer of risk shall take place at SENTEA's plant before loading. Unless otherwise specified in the Order Confirmation, Goods are sold FCA SENTEA's plant (Incoterms 2020). Should Customer fail to take delivery of Goods, SENTEA may store them at Customer's risk and expense and following a notification of their availability, invoice them as having been delivered.
- 3.2. Customer shall be responsible to supply to SENTEA all necessary documents, confirmations, certificates and government licenses regarding the shipping and transport of the Goods. If Customer does not supply the aforementioned documentation to SENTEA in a timely manner, SENTEA cannot be held responsible for any delays in the delivery of the Goods.
- 3.3. The delivery deadlines are set by SENTEA. They are always approximate and unless expressly indicated otherwise by SENTEA, exceeding the delivery deadline, for whatever reason, cannot give cause to breach of contract, to a right of compensation or interest.
- 3.4. SENTEA also reserves the right to carry out partial deliveries.

#### 4. Obligations of Customer

- 4.1. Upon delivery, Customer is responsible for the installation, use, storage and proper maintenance of the Goods. All necessary costs arising from one of the aforementioned obligations are solely the responsibility of Customer.
- 4.2. With regard to the installation, SENTEA provides Customer with a 'quick installation guide'. Customer is solely and fully responsible and liable for all damages arising out of such installation.
- 4.3. Customer shall be responsible for the proper use of the Goods. In no case shall SENTEA be responsible or liable for any damages arising out of any particular use of the Goods by the Customer that deviates from any common use of the Goods.
- 4.4. Customer shall be responsible for the maintenance of the Goods. In no case, shall SENTEA be liable for any damages or defects arising from inadequate maintenance of the Goods.

## 5. Payment

- 5.1. The prices for the sale of the Goods are mentioned in EURO in the Order Confirmation. Except as may be otherwise expressly provided in the Order Confirmation, prices are net cash (exclusive of VAT), and Customer shall pay all taxes and charges for transportation, insurance, shipping, storage, handling, demurrage and similar items. Any increase in any such charges that becomes effective after the date of Order Confirmation shall be borne by Customer.
- 5.2. Invoice payment shall be made within thirty (30) calendar days from the invoice date, unless the due date of the invoice payment is a bank holiday in the country of the receiving bank, in that case the invoice payment shall be made the last working day preceding the due date of the invoice payment. Invoices that have not been protested by means of a registered letter within eight (8) calendar days after they have been sent, will be considered to have been fully accepted.
- 5.3. In case of partial or full non-payment of an invoice at its expiration date by Customer:
  - (i) the amount due will automatically and without prior notice be increased with the statutory annual interest that is referred to in the Act of 2 August 2002 on combating late payment in commercial transactions. Moreover, SENTEA will be entitled to a fixed compensation amounting to 10% of the invoice amount as a damage provision without prejudice to any other rights of SENTEA, caused by said payment failure;
  - (ii) any other non-expired debt of Customer will become due automatically and without prior notice;
  - (iii) SENTEA is entitled to immediately suspend the execution of all pending orders and deliveries without prior notice, and make the latter dependent on advance payments or other guarantees to be made by Customer;
  - (iv) the provisions set out in Section 8 will apply.
- 5.4. Any form of set-off, between the credits and debts that exist mutually between SENTEA and Customer, by Customer is expressly excluded.
- 5.5. Nevertheless, SENTEA can at any moment, even in the event of bankruptcy, judicial reorganization or any other form of insolvency procedure with respect to Customer, execute a set-off between the credits and debts that exist mutually between SENTEA and Customer. This set-off can be executed, whatever may be the object, form or origin of the mutual credits and debts.

## 6. Conformity and claims

- 6.1. SENTEA warrants only that the Goods shall conform to the description given in the Order Confirmation or, in the absence thereof, to the standard specifications for the Goods. In any case, it is up to Customer to provide proof when relying on the non-conformity of the Goods. Any additional data sheets or other marketing related documents sent by SENTEA to Customer in reliance with the Goods or its specifications, are deemed to be only for informational purposes and do not entail any supplementary specifications.
- 6.2. All recommendations or statements about the Goods by SENTEA, including anticipated performance of the Goods, are based on SENTEA's experience and research, but shall not constitute in any way a warranty, and no employees, agent or representative of SENTEA is authorized to give any such warranty. Customer must determine for itself, by tests or otherwise, the suitability of the Goods for Customer's purpose. In no case does SENTEA guarantee that the Goods are in conformity with the specific or particular use Customer has attached to the Goods. In addition, SENTEA does not provide any guarantee as to compatibility with third party products (such as sensors, etc..).
- 6.3. Customer is obliged to verify the Goods at their delivery (cf. article 3.1) with regard to conformity, quantity and quality. Complaints regarding the aforementioned elements are only valid if (i) they are communicated by Customer to SENTEA immediately, (ii) they are confirmed by giving written notice thereof SENTEA at the latest within three (3) calendar days after the delivery of the Goods, (iii) such Goods remain available for SENTEA's inspection effected by SENTEA or its representative and (iv) Customer undertakes all necessary and reasonable measures to limit the damage. The use or conversion of the Goods by Customer implies its irrevocable acceptance of the Goods.
- 6.4. Complaints regarding hidden lacks in conformity are only valid if they are communicated in writing to SENTEA within three (3) calendar days after discovery of the flaw, and under the express condition that (i) such Goods remain available for the SENTEA's inspection effected by the SENTEA or its representative and (ii) Customer undertakes all necessary and reasonable measures to limit the damage. Such complaints shall no longer be admissible after the use or conversion of the Goods.
- 6.5. In any case, Customer's claims regarding non-conform or defective goods are subject to a period of limitation of one (1) year as from the delivery of the Goods.
- 6.6. The above guarantees contained in this article shall not apply to any Goods which through no fault or negligence of SENTEA, nor its employees or representatives (a) have been tampered with or otherwise altered, or have been subject to misuse, negligence or accident, or (b) have been transported, stored, handled, installed or used in a manner contrary to the Agreement, specifications or quality requirements, after such Goods leave SENTEA's manufacturing plant as provided in this Agreement. SENTEA shall not be liable for any other products, goods or materials that are attached, mixed or incorporated to the Goods by the Customer, which may cause damages.

A complaint shall further be deemed unfounded in case of (i) insignificant deviations from the agreed quality, (ii) only minor impairment of usability, (iii) natural wear and tear, (iv) damage arising after the passing of the risk, (v) faulty or negligent handling, (vi) excessive strain, (vii) unsuitable equipment, (viii) failure on behalf of Customer to give notice of the alleged defect within the terms as referred to in articles 6.3 and 6.4, (ix) failure on behalf of Customer to allow SENTEA to inspect the Goods in the state they were upon delivery, etc.

- 6.7. If the inspection shows that the Goods are defective, SENTEA is exclusively obliged, at its sole discretion, either (i) to replace or repair such Goods, or (ii) if the price has not already been paid by Customer, to reduce such price or to cancel the said contract, excluding any compensation for any other damages whatsoever.
- 6.8. Customer cannot invoke any complaint to delay or defer the payment of the price, not even partially, nor does Customer has the right to cancel the full order or delivery.

## **7. Liability and indemnity**

- 7.1. SENTEA's liability and Customer's exclusive remedy for any cause of action arising out of the sale of Goods is expressly limited to either the repair, replacement or reimbursement in part or in full (as set out in Section 6).
- 7.2. To the largest extent permitted by relevant laws, SENTEA shall have no liability for loss of profits, loss of business, loss of productivity or other special, incidental or consequential damages.
- 7.3. SENTEA can only be held liable for direct damages caused by its or its employees gross negligence, willful misconduct or fraud duly proven by Customer.
- 7.4. If SENTEA is liable to pay damages, these damages shall not exceed the amount of the related invoice.
- 7.5. Customer shall indemnify, defend and hold harmless SENTEA for any claims coming from third parties arising out of the use of the Goods, as well as any claim by third parties that result directly or indirectly from the performance of an obligation of Customer, laid down in the Agreement.

## **8. Retention of title**

- 8.1. All deliveries are done under retention of ownership. The Goods will only become the property of Customer after payment in full of the price, costs, interests, possible compensations, etc. As long as Customer has not paid in full it is prohibited to use the Goods by mean of payment, to pledge or encumber these Goods with any type of security.
- 8.2. These arrangements regarding the retention of title shall not affect the passage of risk as provided under Section 3.
- 8.3. During the retention of title period, Customer shall be responsible for storing and keeping the Goods in good condition, any loss and damage, including events of Force Majeure being at its risk. As from delivery, Customer is obliged to insure the Goods for their full replacement value against all risks at its expense and to provide SENTEA with a copy of the insurance policy. Customer will affix a sign/will not tamper with the sign on the Goods indicating they are the property of SENTEA. Customer will immediately inform SENTEA of any seizure or any other act of intervention by a third party.
- 8.4. In case of resale of the Goods, the retention of title is transferred to the proceeds of the sale.
- 8.5. The (partial) non-payment of any invoice at its expiration date entitles SENTEA to take back the Goods, at risk and cost of Customer. Customer shall allow SENTEA access to its premises to that purpose.
- 8.6. Each payment by Customer shall in first instance be used as payment for unpaid invoices relating to the Goods which have been used, converted or resold by Customer.

## **9. Intellectual Property Rights**

- 9.1. "Intellectual Property Rights" means any intellectual property rights, including copyrights, trade and service marks, trade names, rights in logos, inventions, trade secrets and know-how, registered designs, design rights, patents, database rights, all rights of whatsoever nature in computer software and data, all intangible rights and privileges of nature similar or allied to any of the foregoing, in every case in any part of the world and whether or not registered; and including all granted registrations and all applications for registration, all renewals, reversions or extensions, the right to sue for damages for past infringement and all forms of protection of a similar nature which may subsist anywhere in the world.
- 9.2. Both Customer and SENTEA explicitly confirm that all Intellectual Property Rights in the Goods and the embedded software, the application software and/or the Application Programming Interface ("API software") (together the "Software") remain SENTEA's ownership, except if otherwise provided. Nothing in these GSC shall be construed to grant Customer any right or license in any Intellectual Property Right owned by or licensed to SENTEA other than as expressly specified herein. All rights not specifically granted to the Customer are hereby expressly reserved by SENTEA.
- 9.3. SENTEA hereby grants to Customer, a non-exclusive, revocable, non-sublicensable and non-transferable right to use the Intellectual Property Rights, vested in the application software and the API software provided by SENTEA together with the Goods, worldwide, solely for its own business purposes. The grant of this license is not subject to a royalty.

- 9.4. The right to use the application software and the API software consists of the right to reproduce and/or copy the Intellectual Property Rights vested therein, in order for the Customer to install and use the application software and the API software, for the entire Term. With respect to the API software specifically, this right will also entail the right for the Customer to modify and adapt the Intellectual Property Rights vested therein, in order to amend and integrate the API software.
- 9.5. Without prejudice to any limitation of liability provided elsewhere in these GSC, SENTEA expressly states that the application software and the API software, provided to the Customer, is provided "as is".
- 9.6. The Customer may not decompile, disassemble or otherwise reverse engineer any part of the Software and/or the Goods or engage in any other activity in order to obtain underlying information that is not visible to the Customer in connection with a normal use of the Software and/or the Goods, or create derivative works based on the Software or the Goods, or any portion thereof, unless expressly authorized under applicable law.
- 9.7. The Customer agrees not to transmit any part of the Software or display the source or object code thereof on any computer screen or to make any hard or soft copy memory dumps of the Software's source or object code.
- 9.8. If the Customer requires information related to the interoperability of the Software with other programs, the Customer shall request such information from SENTEA and refrain from decompiling or disassembling the Software in order to obtain such information. Upon receiving such a request, SENTEA shall determine in its sole discretion whether or not to provide such information to the Customer.

**10. Data Privacy – GDPR**

- 10.1. SENTEA will process Personal Data when providing its services and selling its Goods to the Customer. "Personal Data" means any information relating to an identified or identifiable natural person. SENTEA will process the following categories of Personal Data:
  - Identification data: name, surname, company name;
  - Contact information: address, e-mail address, phone number;
  - Financial information: account numbers.
- 10.2. SENTEA will process the above Personal Data for the purposes and based on the legal grounds as specified below:

Personal Data	Purpose of processing	Legal Basis
Identification data	To sell the Goods and to provide services to the Customer as described this GSC.	The processing is necessary for the performance of a contract to which the Customer is a party.
	Customer administration (including bookkeeping system fulfilments).	The processing is necessary for the performance of a contract to which the Customer is a party.
Contact information	To sell the Goods and to provide services to the Customer as described this GSC.	The processing is necessary for the performance of a contract to which the Customer is a party.
	Customer administration (including bookkeeping system fulfilments).	The processing is necessary for the performance of a contract to which the Customer is a party.
Financial information	To sell the Goods and to provide services to the Customer as described this GSC.	The processing is necessary for the performance of a contract to which the Customer is a party.
	Customer administration (including bookkeeping system fulfilments).	The processing is necessary for the performance of a contract to which the Customer is a party.

- 10.3. When SENTEA processes the above Personal Data for the stated purposes because this is necessary for the performance of the agreement, SENTEA cannot provide its services or sell its goods for those purposes without processing those Personal Data.
- 10.4. We may share your Personal Data with third parties providing services to SENTEA, such as but not limited to, the IT-service providers and suppliers.
- 10.5. Personal Data of a Customer will only be processed within the European Economic Area (E.E.A.). Should SENTEA transfer Personal Data to countries outside the E.E.A., will take sufficient security measures to ensure that the Personal Data is protected (for example through Standard Contractual Clauses for the transfer of Personal Data).
- 10.6. SENTEA will store the Customer's Personal Data as long as is necessary to process the Personal Data for the purposes mentioned above, or as long as it is legally obliged to store your Personal Data.
- 10.7. As our potential, current or former Customer you can exercise the rights with regards to your personal data:

- Right to withdraw consent at any time;
- Right of access to the personal data;
- Right to rectification of incomplete, inadequate or excessive personal data;
- Right to erasure of inaccurate, erroneous or incomplete personal data, of personal data that is no longer necessary in relation to the purpose, when the consent has been withdrawn or any personal data which does not comply with the provisions of the current legislation;
- Right to restriction of processing in case of inaccuracy, processing is unlawful, there is no longer need of the processed personal data, of a pending procedure of verification of legitimate grounds;
- Right to data portability: to receive your Personal Data or have it transmitted in a structured, commonly used and machine-readable format when the processing is based on the consent of the Individual or based on a contract and is carried out by automated means;
- Right to object.

The application to exercise any of the rights mentioned above should be done to [gdpr@senteatech.com](mailto:gdpr@senteatech.com) or directly to our HR Department-legal advisor/PO. Each application must contain all information we need to define the identity of the individual requesting any of the rights such as:

- Name and surname of the individual, and a photocopy of both side of the identity card;
- Nature of the request;
- Data of the application and signature of Individual.

SENTEA will reply as soon as possible after the date of receipt of the application.

- 10.8. You are also entitled to lodge a complaint with the competent supervisory authority (in Belgium the Data Protection Authority <https://www.dataprotectionauthority.be>) or any other authority replacing the Belgian Data Protection Authority.
- 10.9. SENTEA has taken and will take all the necessary measure for the security of the processing of personal data, the necessary technical and organizational measure are in place. All Personal Data are stored in a secured place behind the necessary domain security and the necessary policies are in place.

## 11. Confidentiality

- 11.1. Each party shall maintain in confidence and shall not disclose to any third party any information (that are all information, know how, formulas, processes, designs, sketches, photographs, plans, drawings, specifications, samples, intellectual property rights, prototypes, software, reports, price list, studies, results instructions and other information directly or indirectly related to the sale, disclosed by one party to the other), which has been obtained, in connection with this sale unless the receiving party can prove that:
- Such information was already known on the date of its disclosure by the receiving party,
  - Such information is already or becomes publicly available through no fault of the receiving party thereafter;
  - Such information must be communicated by law or judgement; in such case, the receiving party must appeal the other party in order to permit to this party to protect its interests;
  - Such information is independently developed.
- 11.2. The above stated limitations related to the use of disclosed information will apply to all possible combinations of piece(s) of information, even though a piece (and/or pieces) of information considered separately, would correspond to conditions defined here above.

## 12. Export Control

Customer shall be fully and solely responsible and liable for compliance with all applicable export control and trade embargo laws, rules and regulations and shall not resell, export, re-export, distribute, transfer or otherwise dispose of the Goods or materials converted therein, directly or indirectly, without first obtaining all necessary written consents, permits and authorizations and completing such formalities as may be required by any such laws, rules and regulations.

## 13. Force Majeure

- 13.1. Force Majeure means the occurrence of events or matters which make performance of obligations (excluding payment and confidentiality obligations) impossible, impracticable or unsafe, including without limitation an act of God; inevitable accident; fire; strike or other labour dispute; war or threat of war; act of public enemy; act of terrorism or threats thereof; act of civil commotion; national state of emergency; enactment, rule, order or act of any government or governmental instrumentality; political instability; epidemic (including a health epidemic); interruption in or substantial delay or failure of technical facilities or of necessary transportation services; or any other exceptional other unpredictable event or condition beyond the parties' control. Force Majeure in respect of either party's supplier, manufacturer, or affiliates that makes performance of obligations (excluding payment and confidentiality obligations) under this Agreement impossible, unpredictable or unsafe shall be considered Force Majeure in respect of the relevant party.
- 13.2. If a Force Majeure event occurs, performance of the parties' obligations under this Agreement (save the duty of confidentiality or a payment obligation) shall be suspended for the duration of the delay caused by the Force Majeure event and the period of performance shall be automatically extended, without any penalty, for an equal period. The party concerned shall forthwith notify the other party of the nature and effect of such

event and both parties shall, where the same is practicable, use every reasonable endeavor to minimize such effect and to comply with the respective obligation herein contained as nearly as may be in their original form.

**14. Hardship**

In the event that performance of this Agreement becomes excessively onerous for one of the parties due to an event beyond the reasonable control such as, but not limited to: major changes in production, labour and transport costs, general price list increases, exchange rate fluctuations, changes in law or applicable engineering standards, necessary suspensions or modifications of the supplied materials as well as any further changes beyond the sphere of influence of any of the parties, the parties will commit to negotiate in good faith as to modify some specific terms of this Agreement. If no consent can be reached concerning such modification within two months after the commencement of the negotiations, the party invoking this Section is entitled to termination of the Agreement.

**15. No Waiver**

Any failure or delay by a party in exercising any right under this Agreement, the exercise or partial exercise of any right under this Agreement, or any reaction or absence of reaction by a party in the event of a breach by another party of one or more provisions of this Agreement shall not operate or be construed as a waiver (either express or implied, in whole or in part) of its rights under this Agreement or under the said provision(s) or preclude the further exercise of any such rights. Any waiver of a right must be express and in writing. If there has been an express written waiver by one party following a specific failure by another party, this waiver cannot be invoked by such party either in favor of a new failure, similar to the prior one, or a failure of another nature.

**16. Severability**

Whenever possible, the provisions of this Agreement shall be interpreted so as to be valid and enforceable under the applicable law. However if any provision of this Agreement is held to be invalid or unenforceable (in whole or in part), the remainder of the provision and of this Agreement shall not be affected and shall continue in full force and effect as if the invalid, illegal or unenforceable provision(s) had never existed. The Parties must then use all reasonable endeavors to replace the invalid or unenforceable provision by a valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.

**17. Assignment**

Neither party shall assign or transfer any of its rights or obligations under this Agreement, either in whole or in part, to any third party without the prior written consent of the other party. Any such assignment or transfer without the prior written consent of the other party shall be deemed null and void. SENTEA shall be entitled to assign or transfer this Agreement, in whole or in part, to any of its affiliates upon giving formal written notice thereof to Customer.

**18. Applicable law and jurisdiction**

All disputes between parties in connection with this Agreement shall first be discussed in good faith between the parties in order to find an amicable solution. If no solution can be found to settle the dispute within thirty (30) calendar days after given written notice to the other party, the dispute will be submitted to the exclusive jurisdiction of the courts of Ghent. This Agreement shall be governed and construed exclusively in accordance with the Laws of Belgium, with exclusion of any provisions concerning conflicts of law (including the United Nations Convention for the International Sale of Goods (1980) (if applicable) that would cause the laws of another jurisdiction to be applicable.