

### 1 General provisions

In the absence of written, explicit and deviating special conditions from Com&Sens b.v.b.a., hereinafter referred to as COM&SENS, the contractual relations between COM&SENS and the buyer are exclusively governed by these general conditions of sale, with which the buyer declares to be familiar. Only the general conditions of COM&SENS are applicable, to the exclusion of the general conditions of the buyer.

Exceptions as to the present general clauses proposed by the buyer are only valid if agreed upon priorly and in writing for the offer that it relates to and after the explicit and written approval of COM&SENS. In no event the buyer shall be entitled to interpret such exceptions as general exceptions to the present clauses, applicable to the past and present commercial relations between parties.

The incidental inapplicability of a provision from these conditions does not affect the validity of the other provisions which remain fully in force.

The non-exercising by COM&SENS of one or a part of its rights determined by virtue of this sales agreement can never be considered as relinquishing such an entitlement to exercise such a right or part of a right.

### 2 Obligation

Every offer made by COM&SENS is only valid after written confirmation from COM&SENS.

### 3 Price submissions

The services or products will be sold at prices calculated according to the official price list effective in Europe.

The prices mentioned in the offer are expressed in and payable in EURO, unless otherwise specified by COM&SENS. The prices are excluding VAT.

Transportation, shipping, insurance, taxes, bank charges, duties and allowances are at the buyer's expense. Unless otherwise agreed, all products purchased by the buyer are 'ex works' and excluding crating, packaging, handling, freight and insurance charges. COM&SENS may separately charge for any crating, packaging, handling, freight and insurance costs, if any, prepaid by COM&SENS.

All charges of whatever kind incurred upon and after arrival of the products at the place of entry for duties, landing charges, local charges, excise duties and all charges for demurrage or storage shall be discharged by the buyer.

The buyer further agrees not to make any deduction of any kind from any payments due to COM&SENS unless the buyer shall have received an official written credit memorandum signed by COM&SENS, authorizing such deduction. Bank charges for foreign payment transfer are to be paid by the customer himself.

All orders smaller than 250€ TVA excl. are automatically invoiced with an extra administration fee of 50€

### 4 Payment conditions

Unless otherwise agreed, a pre-payment of 30% of the invoice on labour and support shall be made before delivery. A pre-payment of 100% on sensors and sensing systems shall be made before delivery. Payment of the remaining amount will be made 30 days after the date of the invoice.

On every invoice which has not been paid within the above term, an interest for delay of 1 (one) % per month (= 12 (twelve) % pro annum) shall accrue automatically and without any express notification.

In addition, the amount of the invoice shall automatically and without prior notice be increased with a lump sum indemnity of 15 (fifteen) % of the payable sum, with a minimum of 65 (sixty five) EURO to cover for all damages resulting from for example the disruption of the industrial organization and additional personnel and administration costs.

The buyer will also automatically and without prior notice be held to the payment of moratory interests on the payable sum, equal to the discount rate of the National Bank of Belgium to be increased by 12 (twelve) % on an annual basis, to cover for the loss of interest that is caused by the loss of capital, and this without affecting the right of COM&SENS to demand compensation for actual damage caused, if this should exceed the sum of the fixed compensation.

On every invoice which has not been paid within the term stipulated above, COM&SENS is also entitled to demand the immediate payment of all its other invoices, by which possibly attributed terms of payment are cancelled.

No complaint or dispute authorizes the suspension of payments.

### 5 Delivery – Transfer of risk

Each delivery and execution period is only indicative. Any late delivery or execution cannot lead to any damage compensation for the buyer. The latter may, however, break the contract in the event of failure to deliver within 90 (ninety) days of registered notification of default being received by COM&SENS, with the exception of those cases mentioned in article 6.

The delivery of the products shall be 'ex works'. From this point in time the entire risk for the products, the risk of loss or damage of the products included, is transferred to the buyer.

The risk is also transferred to the buyer when due to circumstances attributable to the buyer, the products weren't collected at the appointed time and are therefore temporarily kept in the possession of COM&SENS.

The date of delivery is the date on which the products either left the premises of COM&SENS or have been put at the disposal of the buyer in COM&SENS's premises.

The transportation of the products always takes place at risk for the buyer, even when the carrier has been chosen by COM&SENS.

### 6 Force majeure

If and when a delivery is late or impossible as a result of a force majeure, then COM&SENS reserves the right to extend the period of delivery, without having the obligation to prove the unpredictability of such circumstances. If the force majeure is continuing for 60 (sixty) days or more, the sales agreement may be terminated immediately by either party upon written notice of termination to the other party and without any indemnification.

Force majeure is understood as unforeseen circumstances relating to persons and/or material of a nature whereby it becomes impossible for COM&SENS to execute the sales agreement, or when the execution of the sales agreement by COM&SENS would become so impeded and/or disproportionately expensive that prompt compliance with the agreement could not be reasonably expected from COM&SENS. The following cases are understood as force majeure, without the list being limitative: strikes, company blockades, personnel sickness, operational interruptions, lack of raw materials, semi-manufactured products, material, auxiliary materials and/or power, delayed or non-deliveries from suppliers, transport interruptions, import or export restrictions, as well as national measures such as boycotts or embargos, for example.

### 7 Complaints – Liability

The buyer is obliged to verify the products as to their conformity immediately upon delivery and shall, if necessary, address his complaints to the carrier.

In case of payment of the invoice as to a certain product, such product shall be presumed being in accordance with the order. Every complaint as to the product delivered, including a wrong delivery or a visible defect, must be communicated immediately to COM&SENS in writing and by registered mail on the day of delivery, failing which the complaint shall be null and void.

In case the buyer fails to communicate a complaint within the above term to COM&SENS or in case the buyer starts or continues using the delivered product, then such circumstance shall imply an unconditional acceptance by the buyer of the delivered product and will cover visible defects.

The above communication by the buyer of a complaint shall however in no event suspend the buyer's obligation to pay the invoice.

Returning the products by the buyer shall in no event be accepted as a proof of the non-conformity or the defectiveness of the products and shall therefore not suspend the buyer's obligation to pay the invoice.

If a complaint is proven to be justified, then COM&SENS will be entitled either to desire that the buyer keeps the products in exchange of an adequate reduction of the price or to replace such products by a new delivery as soon as possible, any right of the buyer to indemnities and/or termination being expressly excluded.

COM&SENS is not liable for direct or indirect damages, no matter how and when such damage is caused.

COM&SENS further shall not be liable in case of wrong use being made of the products.

In case of liability of COM&SENS, then such liability shall in no event exceed the value, as at the moment of the sale, of the concerned products.

### 8 Title to products

As long as the buyer has not fully paid the final invoice and as long as COM&SENS cannot freely dispose of the amount of the invoice, the products/results delivered shall remain property of COM&SENS.

If the buyer shall be or become insolvent or institute or have instituted against him proceedings in bankruptcy or under any insolvency law or for reorganization, receivership or dissolution; or if he otherwise seeks to take advantage of any bankruptcy or insolvency statute; or if he admits in writing his inability to pay his debts as they mature; or makes an assignment for the benefit of his creditors or any general agreement with creditors; or consents to the appointment of a trustee or receiver (or other fiduciary however named) of all or substantial part of his property, or such appointment is made without his consent; or if he continues business or adopts a resolution providing for dissolution or liquidation or if he becomes generally ineligible to obtain necessary export or import licenses; COM&SENS is entitled to retrieve the products, wherever these products can be found, either by a third party, without the obligation for COM&SENS to inform the buyer.

At the first request of COM&SENS, the products must be returned. Failing so, COM&SENS shall be entitled to take back the products, without any writ of summons or judgment to that effect being required and this notwithstanding COM&SENS's other rights and courses of action. The costs related thereto, shall be borne by the buyer.

As from the delivery, the buyer assumes liability for any damage that is possibly caused by the products to third parties or to other every other product.

### 9 Warranty

COM&SENS warrants the products to be free from hidden defects in material and workmanship, excepting when the buyer has delivered the base materials or when the buyer has imposed the design of the product, and meets the applicable specifications under normal use and service for a period of 3 (three) months after the date of delivery to the buyer.

COM&SENS's obligation under this warranty is limited to the repair or replacement of the products which, after being returned to COM&SENS, were found defective after the necessary verifications and examinations by COM&SENS, and that such defect was not induced by causes external to the product.

The buyer must communicate the hidden defect immediately to COM&SENS in writing and by registered mail, though in any event within 15 (fifteen) days after discovery of the hidden defects in material and workmanship.

The products to be repaired or replaced shall be returned to the designated place of repair in accordance with the authorization, packing and shipping instructions issued by COM&SENS. Return shall not be made until such authorization and instructions are issued. Each returned product shall be accompanied by a statement or a report fully stating the claimed defects and any other pertinent information concerning the failure.

Unless otherwise agreed, the repairs do not entitle to a new warranty period of 3 (three) months.

COM&SENS's responsibility under this warranty does not apply to any product that has been repaired, worked upon or altered by persons not authorized by COM&SENS.

This warranty will not apply in case of:

- defects due to force majeure or coincidence
- repairs resulting from any damage caused by the transport of the products
- repairs resulting from normal wear
- any damage resulting from misuse, improper installation, improper maintenance, accident or negligence resulting from non-compliance with the specifications given by COM&SENS
- any failure in the performance of other items to which the product is connected or in the functioning of an entire system or parts of any system of which the product may be a part
- all other events that aren't imputable to COM&SENS, such as acts of third parties.

In no event shall COM&SENS be liable to the buyer or to a third party, under any circumstances, for any claims based upon loss of business or of anticipated revenues, or other incidental or consequential damages of any kind.

The foregoing provisions of this article state the entire and sole liability of COM&SENS for any (hidden) defective product, whether in contract or in tort, and exclude all other liability in law or in contract relating thereto. If the above disclaimers of warranty or limitations of liability are found to be void, invalid or unenforceable, COM&SENS's liability shall in any event be limited to the price paid by the buyer for the product that causes liability.

### 10 Trademarks

COM&SENS owns and controls the trade names, trademarks, insignia's, logo's, proprietary marks and the like related to the products.

### 11 Cancellation – Breach of contract

Upon acceptance of an order, such order cannot be cancelled by the buyer, even if such cancellation would be made and received prior to COM&SENS having expressly accepted the order which has been placed.

In case of breach of contract by the buyer, COM&SENS shall be entitled to choose between either claiming the forced execution of the sales agreement or the termination of the sales agreement to the detriment of the buyer without any judgment to that effect being required.

In case COM&SENS chooses for the termination of the sales agreement, then the buyer shall be obliged to pay a special termination indemnity, amounting to 33 (thirty-three) % of the amounts which have been or will be invoiced, with a minimum amount of 300 EURO.

The forementioned indemnity will be due, notwithstanding any possible costs of procedure.

### 12 Governing law – Jurisdiction

The sales agreement is governed by and construed in accordance with the Belgian laws.

Any dispute concerning the interpretation or the execution of this sales agreement will be submitted to the exclusive competence of the courts of Gent.