

General Terms of Trade of Sciosense B.V., High Tech Campus 10, 5656 AE, Eindhoven, The Netherlands (hereinafter referred to as "ScioSense")

1. General

The terms contained herein apply to all deliveries made and services rendered by ScioSense. Any changes in or amendments to these terms shall only become effective after having been officially agreed to in writing by ScioSense.

2. Acceptance

All quotations made by ScioSense are binding within their binding period. All purchase orders placed with ScioSense or any of its branch offices shall only become effective upon written acknowledgement by ScioSense which results in a delivery contract to which these General Terms of Trade shall apply. Such delivery contract explicitly precludes the application of any terms and conditions of purchase contained in purchase order forms or other correspondence of Buyer. Buyer is responsible for ensuring that the terms of the purchase order and any applicable specifications for the products that are agreed between ScioSense and Buyer are complete and accurate.

3. Prices

The prices quoted in the acknowledgement of purchase order are generally understood to be in the currency stated in the quotation given to Buyer. In case of quotations and acknowledgements of purchase orders in foreign currency, the prices shall be bound to the respective foreign currency only as long as the exchange rate of same in relation to the EURO has not changed by more than $\pm 5\%$ between the date of acknowledgement of purchase order and the date of delivery. ScioSense reserves the right, in case of variations by more than $\pm 5\%$, to fix a new price according to the change in the exchange rate for the deliveries outstanding at the moment of such change.

4. Conditions of Delivery

ScioSense reserves the right to effect part shipments and to submit invoices for partial shipments. All prices are understood to be FCA (place of delivery determined by supplier as appropriate) in accordance with Incoterms 2010, excluding customs duties and taxes, but including packing. For all products specially developed for Buyer, ScioSense reserves the right to ship a quantity which is within $\pm 10\%$ of the total quantity ordered. Buyer will be charged for the actual quantity delivered.

5. Terms of Payment

Invoices have to be paid net within 30 days, as of date of invoice, without any set-off, counterclaim, deduction or withholding. The non-compliance with the terms of payment or any circumstances reducing Buyer's credit-worthiness which become known to ScioSense only after entering into the contract may entail the immediate falling due of all payments outstanding and entitle ScioSense with a reasonable respite, to withdraw from the contract. Payments overdue shall be charged subsequently with past-due interest of 1% per month, as of the first day of their falling overdue. ScioSense reserves the right to change credit or payment terms at any time in case Buyer's financial condition or Buyer's payment record does not justify terms of payment specified herein.

6. Time of Delivery, Change of Purchase Order

The times of delivery indicated in the acknowledgement of purchase order are not binding. There shall be no unilateral right of rescission for an acknowledged purchase order by Buyer. Any claims for damages caused by delayed delivery, short delivery, or non-delivery are excluded. Unforeseeable events incurred through no fault of ScioSense or extraordinary events at ScioSense or its subcontractors or other impediments impossible for ScioSense to foresee shall entitle ScioSense to defer the date of delivery for a period equal to the time lost by reason of such event or impediment. In any case Buyer shall be obliged to purchase all products already finished or begun in consequence of the purchase order placed. Notwithstanding, ScioSense may enforce subsequent charges or claims for damages caused by reduced purchase quantity.

7. Reservation of Proprietary Rights

Until complete payment of all invoices, the products listed in any given purchase order shall remain the property of ScioSense. Buyer does not acquire any proprietary rights by incorporating the products into other devices. Any

processing of the products delivered by ScioSense is done on behalf of ScioSense. If Buyer incorporates the products into outside goods, ScioSense shall become co-owner of the new goods created, and this according to the proportion of the values of its products to those of the outside products jointly used. Until revoked, Buyer shall be entitled to resell, under reservation of the proprietary rights, the goods delivered, or products created by their processing within the frame-work of Buyer's regular business activity. Until complete payment of the purchase price, Buyer shall cede all claims due to him as a result of such resale to ScioSense, in the amount of the value of the products, delivered by ScioSense. Until revoked, Buyer shall be entitled and obliged to collect the claims ceded. ScioSense shall be entitled to secure the property under reservation if Buyer does not comply with his contractual obligations, in particular if Buyer handles the property under reservation in an improper manner or comes in default with payment of purchase price. Execution of restitution and securing shall not be deemed a rescission of the contract and shall not revoke Buyer's obligations, in particular payment of purchase price.

8. Patent Rights and Copyrights

Buyer shall hold ScioSense harmless against any expense or loss resulting from the infringement of patent rights or copyrights and arising from compliance with Buyer's designs, specifications, or instructions. By selling a product to Buyer, ScioSense shall in no case convey any patent or any other intellectual property right to Buyer. ScioSense agrees to hold Buyer harmless if any claims resulting from the infringement of a patent right or copyright applicable in the Netherlands are being asserted against Buyer and if Buyer has notified ScioSense promptly in writing of such assertion. ScioSense reserves the right to choose appropriate means of defense, including settlements out of court. Should it not be possible for Buyer to use the products under reasonable circumstances, ScioSense's liability shall be limited to either changing or replacing the product so that it constitutes no infringement of patent rights or, at its discretion, taking back products not yet incorporated and refunding any purchase price paid. ScioSense shall not be liable for any claims founded on an infringement of patent rights arising from a use of the product contrary to the terms of the contract.

9. Software

For software programs, pertaining documents, and all subsequent additions, Buyer shall have a nonexclusive and non-transferable right of use with the products for which such software programs have been delivered unless otherwise provided in a software license agreement between ScioSense and Buyer. All other rights shall remain with ScioSense or the program author respectively. Buyer has to guarantee that these programs, documents, and subsequent additions are not accessible to third parties or third countries without ScioSense's express consent. Buyer shall not, under any circumstances reverse engineer, reverse compile, decompile, decrypt or disassemble the software, in whole or in part, except to the extent expressly authorized by ScioSense.

10. Trade Acceptance

The products delivered, have to be taken over by Buyer, even if they have insignificant defects. The acceptance test shall be carried out by Buyer within 14 days, as of date of delivery. Should the take-over be delayed by reason of circumstances outside ScioSense's responsibility, the written communication of readiness for dispatch by ScioSense to Buyer shall be considered the date of delivery. In the absence of any written communication of inability to take delivery by Buyer within the time for taking delivery, the products shall be deemed accepted by Buyer. The criteria for acceptance or refusal shall be, in case of products specially developed for Buyer, the specifications or test conditions jointly agreed upon or, in case of standard products, the data sheets issued by ScioSense where were effective at the moment of placing of purchase order.

11. Warranty

ScioSense warrants that the products will be free from defects in material and workmanship under normal use in conformity with the terms of the contract. ScioSense its obligations under this warranty shall be discharged, at its option, by repairing, replacing, or giving credit for defective products. Buyer has to grant

ScioSense a reasonable period for removing the defects; if Buyer refuses to grant such period, ScioSense shall be released from warranty.

The period of warranty is 24 months (except for software products), as of the acceptance of the products by Buyer (see clause 10). Buyer has to give ScioSense notice in writing of any defects, stating sufficient reasons, immediately but within 30 days as of delivery of products at the latest. Any defects that could not be detected within that period in spite of careful examination must be communicated to ScioSense, in writing and stating sufficient reasons, immediately after becoming known. In default of such immediate communication, any warranty shall be excluded. The warranty shall be ruled out if the products, after their acceptance, are handled in an improper manner, are defective due to misuse, neglect or accident or are handled not in conformity with the instructions recommended by ScioSense. No warranty shall apply to any products which have been modified or altered by persons other than ScioSense its authorized personnel or have been received from any source other than ScioSense or its authorized resellers.

Returns shall only be accepted after prior consent by ScioSense and shall be accompanied by a ScioSense Return Material Authorization (RMA) number obtained from ScioSense. For return shipment, Buyer shall use ScioSense its original packing in order to avoid any damage of the products. In case of warranty claims, ScioSense shall bear the transportation cost. A case of warranty shall not prolong or otherwise extend the initial period of warranty of 24 months. In case of unjustified complaints, Buyer shall reimburse ScioSense for all expenses arising from such complaints (including but not limited to transportation costs). Any claims of Buyer beyond the obligations under this warranty are excluded.

If the products contain software, ScioSense warrants that the software will not fail to meet its programming specification and workmanship at the time of delivery when properly installed and used on the hardware defined by ScioSense. ScioSense does not warrant that the software meets requirements specified by Buyer, is error-free or without interruption. No warranty applies for defects that appear due to, for example, incorrect storage of data medium, supplementary installation of other outside software, operating system modifications or hardware modifications or similar events. The warranty for software and for any updates or upgrades of existing software or parts of it is limited to a period of 3 months from the date of Buyer's acceptance of the products.

12. Force Majeure

ScioSense shall not be liable for delays and damages caused by cancellation or postponement of the event due to force majeure conditions. Force majeure conditions include all circumstances beyond ScioSense its control which ScioSense could not have reasonably anticipated and whose consequences ScioSense could not have reasonably avoided or overcome. Force majeure conditions include but are not restricted to: natural disaster, war, civil war, insurrections, strikes, fires, floods, earthquakes, labor disputes, epidemics, governmental regulations and/or similar acts, freight embargoes, unforeseeable operating, traffic or shipment disturbances, unforeseeable lack of labor forces, energy, raw materials or auxiliary materials. Strikes, lockouts, boycotts and other labor disputes are considered force majeure conditions even when ScioSense itself is the target of or a participant of said actions. Force majeure conditions affecting a subcontractor hired by ScioSense shall also be grounds for absolution of ScioSense's liability. In the event that the force majeure conditions continue for a period of three (3) consecutive months (or in the event that the delay is reasonably expected by ScioSense to extend for a period of three (3) consecutive months), ScioSense shall be entitled to cancel all or any part of the contract without any liability or responsibility towards Buyer.

13. Exclusion and Limitation of Liability

Apart from warranties expressly stated herein, in no event shall ScioSense be liable to Buyer in contract, tort (including negligence) or otherwise for loss or damage to property, loss of use, loss of anticipated revenues, interruption of operation, expenses including costs of capital, claims from Buyer's client(s), loss of profits or revenues or for any indirect, incidental or consequential loss or damage whatsoever. The maximum overall liability for ScioSense shall in no event be more than the quantum of annual turnover between the parties in respect of the product in question.

14. Indemnification

If ScioSense incurs any liability towards any third party for any loss or damage howsoever arising in connection with the performance of the contract with Buyer or supply of products to Buyer, Buyer shall indemnify, defend and hold ScioSense harmless to the extent that its liability is limited as stated in this General Terms of Trade.

15. Confidentiality

Buyer acknowledges that all technical, commercial and financial data disclosed to Buyer by ScioSense is ScioSense confidential information. Buyer shall not disclose any such confidential information to any third party and shall not use any such confidential information for any purpose other than as agreed between ScioSense and Buyer. If an NDA between ScioSense and Buyer was concluded, such NDA shall prevail.

16. Data Protection

ScioSense and Buyer undertake to fully comply with any applicable personal data protection laws in applicable jurisdictions. Buyer shall ensure that any individual contacting or interacting with ScioSense on behalf of Buyer regarding a purchase order can be contactable and will exclusively use his/her business address, business email address, business telephone number and/or business fax number. Should any individual provide private contact details or information to ScioSense, Buyer undertakes to ensure that such data is publicly available and/or that the individual consents to ScioSense collecting, using and disclosing such data for the purposes of fulfilling the contract between ScioSense and Buyer. Buyer indemnifies ScioSense for any loss or damages, including, but not limited to, fees, fines and financial penalties under any applicable personal data protection laws.

17. Other Matters

Place of performance and place of jurisdiction for all claims under a delivery contract according to clause 2 of these General Terms of Trade shall be Eindhoven, even if any deliveries have been effectuated by any branch office of ScioSense. All delivery contracts shall exclusively be governed by the laws of the Netherlands. Any disputes arising out of or in connection with any delivery contracts between ScioSense and Buyer shall be settled in compliance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC) Paris by one or three arbitrators appointed according to said rules. The arbitration proceedings shall be held in any Competent Court in the Netherlands. The language of the Arbitration shall be English pursuant to mutual agreement. Buyer can pass on or assign his rights and obligations arising under such delivery contracts only upon ScioSense' written consent.

If Buyer is unable to pay its debts as they fall due, or is under any insolvency regime, whether of a voluntary nature or under any equivalent court or judicial scheme, ScioSense may terminate the contract with immediate effect by giving written notice to Buyer. The products delivered may be subject to the export control regulations of The Netherlands, the European Union or any other state. Their re-export may require the approval by the competent authorities. Buyer shall be liable for the observance of the export control regulations up to the end user, if applicable, and explicitly agrees to hold ScioSense fully harmless.

Each clause herein is severable and distinct from every other clause. Should any clauses of these General Terms of Trade be or become inoperative, the other clauses shall not be affected thereby. No failure or delay by either party to exercise any right or remedy provided under the delivery contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. Any third party who is not a party to the delivery contract shall have no right to enforce any of its terms.