

## **GENERAL SALES AND DELIVERY TERMS AND CONDITIONS OF SENSORWELL VERTRIEBS GES.M.B.H.**

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VAT no.: ATU61325168, company register number: FN257740f, LG for ZRS Graz

Last updated: March 2024

### **1. General:**

- 1.1. These General Terms and Conditions (GTC) are the basis for all contracts concluded with Sensorwell Vertriebs GmbH (hereinafter referred to as "Sensorwell") for deliveries and services of Sensorwell. Sensorwell does not recognise any deviating general terms and conditions, and they will not become part of the contract unless Sensorwell has expressly agreed to the deviating general terms and conditions in writing. By placing an order with Sensorwell, the present GTC are thereby agreed as an express part of the contract. These GTC shall also apply to all future business relations between Sensorwell and the respective customer. The customer's consent to delivery by Sensorwell means the customer's acceptance of these GTC in their entirety.
- 1.2. The prices, conditions and delivery times stated in offers or price lists of Sensorwell or its representatives are subject to change or are mere estimates and shall therefore not be binding until an order confirmation has been issued.
- 1.3. Offers made by Sensorwell shall only be binding if a) the customer sends an order within the time specified in the offer or, if no term has been specified, within the validity period of the offer starting on the date of the offer and b) the customer also requests delivery of the entire quantity of goods ordered within twelve (12) months from the date of the order. The prices offered by Sensorwell at the time of the order shall apply.
- 1.4. The documents accompanying Sensorwell's offers, including illustrations, drawings, brochures, and information on dimensions or weight, are to be considered approximate only. Sensorwell provides information on the processing or potential applications of the goods, as well as technical advice, operating and maintenance instructions, and other details, to the best of its knowledge, based on information received from the manufacturer. However, this information is provided on a non-binding basis and does not entail any liability on the part of Sensorwell. The manufacturer alone shall be liable for the correctness of the information.
- 1.5. Any typos, misinformation or calculation errors in offers, order confirmations or invoices provided by Sensorwell and its representatives may be corrected at any time as soon as they are discovered. Sensorwell reserves the right to make corrections to any errors in catalogs, price lists, offers and order confirmations, invoices, etc., possibly resulting in additional charges.
- 1.6. Sensorwell and its representatives reserve the right of ownership and copyright with regard to cost estimates, drawings and other documents. It is not permissible to make them accessible to third parties. If the order is not placed, these documents must be returned immediately upon request.
- 1.7. All prices are subject to price changes by the manufacturer and will be announced in writing by Sensorwell at least 30 (thirty) days prior to the implementation of the price changes, while stating the date of the price increase. Pricing is subject to immediate change whenever a product discontinuation is announced. All orders placed after the announcement of a product discontinuation can neither be canceled nor returned. Once notification of upcoming price increases has been made, all outstanding orders that are to be delivered within twelve (12) weeks of the price increase being notified will be invoiced at the previous price (prior to implementation of the price increase). All subsequent orders and all open orders with a delivery date later than twelve (12) weeks after notification of the price increase will be invoiced at the new price (after implementation of the price increase). Sensorwell

Bank details:  
Stmk. Sparkasse  
IBAN: AT532081502100410022

BIC: STSPAT2GXXX

FN: 257740 f  
HG Graz  
DVR (data handling registry  
number): 0550809  
VAT no.: ATU61325168

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reserves the right to monitor the customer's orders during the period between the notification date and the effective date of the price increase. If the customer's order volume in that period is more than 5% higher than forecast or 5% higher than the purchase history, Sensorwell reserves the right to change the increased prices in the exceeding deliveries.

- 1.8. All tools, designs, drawings and other intellectual property produced or supplied under these GTC shall be the property of Sensorwell or its suppliers. Any disclosure to third parties shall only be permitted with the express written consent of Sensorwell.
- 1.9. Sensorwell is entitled to reject orders which do not fulfill the minimum order quantity or minimum order value requirement.
- 1.10. The contract is not concluded until the written order confirmation is issued by Sensorwell. In the case of immediate delivery from warehouse without an order confirmation, the contract is concluded when the goods are dispatched. Machine-generated (computer-generated) order confirmations are legally valid and binding even without a signature. The content and extent of the mutual rights and obligations are determined by the written order confirmation, or, in the case of immediate delivery, by Sensorwell's invoice. All amendments must be made in writing; no verbal agreements will be concluded. Costs incurred by the customer for changes or cancellations requested by the customer after conclusion of the contract shall be borne by the customer.
- 1.11. An order already confirmed by Sensorwell or its representatives may only be canceled with the consent of Sensorwell. Sensorwell shall be entitled to charge a cancellation fee in the amount of 50% of the net value of the canceled order. The ability to assert further damages shall remain unaffected by this. The customer shall be liable for all termination charges resulting from the cancellation of an order entailing a price adjustment based on the goods delivered, along with all direct and indirect costs arising from cancellation of the order, and furthermore for the entire costs of all goods completed for the customer, semi-finished products, unique materials requested for the customer's goods and for pro rata expenses. In the case of goods already delivered which are returned to Sensorwell in their original packaging within a reasonable period of time with the consent of Sensorwell, Sensorwell shall be entitled to charge at least the costs incurred (handling, freight and other expenses). Unpacked or already used goods cannot be taken back. The cancellation of orders for goods specially manufactured or procured for the customer along with their return is excluded in any case.
- 1.12. Sensorwell is entitled to withdraw from the customer's order completely or in part if the customer violates its contractual obligations or these GTC or if insolvency proceedings have been opened against the customer or have not been opened due to a lack of assets.

## **2. Delivery:**

- 2.1. Delivery periods in order confirmations issued by Sensorwell or its representatives commence on the date of the order confirmation and are estimates. All delivery deadlines depend on obligations incumbent upon the customer, such as the procurement of necessary documents, official authorisations or third-party approvals or releases or clarifications of technical details or the agreed advance payment (including a down payment). Delays in the obligations to be fulfilled by the customer will also result in changes to the delivery dates. In these cases, the delivery period will not commence until the time when the corresponding service is provided by the customer, or a promised delivery date will be postponed in accordance with the time delay for procuring the above documents, approvals, releases, clarifications or payments.
- 2.2. The delivery period shall be deemed to have been complied with if the delivery leaves the delivery facility by the agreed deadlines or the periods extended pursuant to 2.1. or 2.3. or was ready for dispatch there and was not dispatched only for a reason for which Sensorwell or its representatives are not responsible.
- 2.3. The delivery period is extended due to unforeseen events which are beyond the sphere of influence of Sensorwell and listed under point 4, irrespective of whether they occur at Sensorwell or at a subcontractor, or due to strikes and lockouts (such reasons for extension include operational

disruptions, excessive production waste, delays in the delivery of essential raw materials, fire damage, power and fuel shortages, customs clearance delays, transportation delays/damage and other hindrances which have a considerable influence on the production of the delivery item, along with other circumstances for which Sensorwell is not responsible according to the general principles of law). If the hindrance lasts for more than 6 months, both partners shall be entitled to withdraw from the contract without mutual claims for damages. If the hindrance relates only to a part of the goods to be delivered, then the withdrawal may only be declared for this part unless the customer has no practical use for the partial delivery.

- 2.4. 2.3 shall also apply if an export license from the Republic of Austria, the country of origin of the goods or a third country required for the goods to be delivered or a part thereof according to the regulations of the country concerned is not available at the end of the agreed delivery period or only under conditions or requirements that are unreasonable for Sensorwell.
- 2.5. The customer shall not be entitled to claim damages if the delivery period is exceeded or in the cases listed under 2.3 and 2.4.
- 2.6. Partial deliveries may be invoiced separately, the payment for which shall be a prerequisite for subsequent deliveries.
- 2.7. Unless otherwise stated in the order confirmation, a freight surcharge of €15 will be charged for deliveries within Austria with an order value of less than €1,000; starting at €1,000, delivery will be free of charge. Alternatively, the customer may instruct its preferred transport company to collect the goods via its customer account and at its own expense.
- 2.8. Sensorwell will bear the risk of transportation until the handover at the agreed place of delivery (Incoterms 2010 – “CIP”). The risk of accidental loss and accidental deterioration will be borne by Sensorwell. Sensorwell will take out transport insurance for the goods and pack them properly. Damage resulting from improper packaging prior to acceptance will be borne by the seller.
- 2.9. If the dispatch of goods ready for shipment is not possible through no fault of Sensorwell or is not desired by the customer, the goods will be stored at the customer’s expense. The risk shall pass to the customer from the time of notification that they are ready to be dispatched.
- 2.10. If the customer does not give written instructions in due time, Sensorwell will select the dispatch route and the type of dispatch with due diligence. Sensorwell does not guarantee that this will be the most cost-effective and fastest express shipment; no liability is assumed for this.
- 2.11. If the customer requests faster delivery, this express delivery policy shall be subject to the terms and conditions of Sensorwell’s suppliers and the associated additional costs.
- 2.12. Unless otherwise agreed in writing, Sensorwell may charge the customer – above and beyond point 2.7 – for all loading and similar costs in connection with the delivery which have been incurred in dispatching the goods to the customer and which have been specified and announced by Sensorwell in a price list or otherwise in writing. The customer must pay these costs in accordance with the standard payment terms. Any claims for damages due to defective delivery (late delivery, delivery damage, etc.) which do not fall under external damage according to 2.13 must be notified to Sensorwell in writing within 7 (seven) days after delivery; otherwise, the goods shall be deemed to have been duly delivered and accepted. The customer shall be liable for any delay or cost increase incurred by Sensorwell and caused by the customer’s actions or failure to act in connection with the delivery.
- 2.13. The delivery objects must be inspected upon receipt. In the event of externally recognisable damage or loss, the customer must arrange for the carrier to record the facts and notify Sensorwell immediately. Otherwise, Sensorwell must be notified in writing of any complaints with a precise description of the non-conforming condition within 7 (seven) working days.
- 2.14. Deliveries scheduled to be delivered by Sensorwell within the upcoming thirty (30) days cannot be postponed. Deliveries scheduled by Sensorwell within the next thirty (30) to sixty (60) days may be postponed with the prior written consent of Sensorwell.

**3. Retention of title:**

- 3.1. The delivered goods shall remain the property of Sensorwell until full payment of the entire invoice amount, including ancillary costs. Partial payments will be initially offset against service, installation and other ancillary costs. In the event of processing or installation of our delivery object, Sensorwell shall be entitled to co-ownership of the resulting new item in proportion to the outstanding invoice value (including statutory VAT) until settlement of the entire invoice amount, including ancillary costs. The customer shall keep our solely or co-owned property safe for us.
- 3.2. However, we authorise the customer to resell the delivery object even after processing or installation in the course of ordinary business operations, provided that it assigns to us in advance all claims against third parties arising therefrom in the amount of the outstanding invoice value (including statutory VAT) and that it is entitled to unrestricted disposal of the assigned claims. Notwithstanding such assignment, the customer shall remain entitled to collect the claims.
- 3.3. Upon Sensorwell's request, the customer shall disclose the assigned claims together with its debtors and provide Sensorwell with all documents and information required for collection of the claims. Sensorwell is entitled to disclose the assignment by way of security to the debtor of the customer and to collect the claim itself.
- 3.4. In case of seizure of the reserved property by third parties, the customer must inform the third party about the legal situation and inform Sensorwell immediately. The customer shall bear all necessary costs incurred to cancel the seizure and to replace the object of purchase.
- 3.5. The application for opening insolvency proceedings against the assets of the customer which are not withdrawn within 30 (thirty) days or rejected (for reasons other than lack of assets) entitles Sensorwell to immediately withdraw from the contract and to demand the immediate return of the delivery object.
- 3.6. As long as the delivery object is in transit or at customs, Sensorwell is entitled to a right of repurchase.

**4. Force majeure:**

Sensorwell shall not be liable for any delay in production or delivery as a result of a force majeure event, including, but not limited to, the following: shortages, inability to procure materials or components, delays or refusals in the granting of export licenses, suspension or revocation thereof or other governmental decisions restricting Sensorwell's ability to operate, fire, earthquake, flood, severe weather situations, quarantines, epidemics, pandemics or other regional medical crises, labor disputes, lockouts, riots, conflicts, insurrections, civil disobedience, armed conflict, terrorism or war (imminent threat thereof) or any other cause of any kind beyond the control of Sensorwell. If the force majeure event lasts longer than 6 months, either party may withdraw from the contract. The customer shall bear all costs for the services rendered up to that point.

**5. Manufacturer hardship:**

If, for unforeseeable reasons, Sensorwell's suppliers experience a short-term increase in the costs of production, purchasing, logistics and/or other costs relating to the goods (costs of energy, labor, new laws and regulations, import, export, taxes, government duties or levies, transportation, raw materials or substances or the product) by more than 5% above the costs at the time of the prices are quoted, Sensorwell may, after sending prior written notification to the customer of the increased costs, demand to renegotiate the prices of the goods. If the parties are unable to agree on an adjusted price within 10 (ten) days after a request for renegotiation has been sent, Sensorwell may terminate the purchase contract by submitting a written notice to the purchaser within 10 (ten) days.

**6. Software:**

If installed on a device sold by Sensorwell, the software shall be subject to the following terms and conditions unless such software includes a software license agreement. The software is therefore licensed and not sold to the customer. Subject to the customer's compliance with these terms and conditions, Sensorwell grants a personal, limited, non-exclusive license to use the object code of the

software solely for the customer's internal purposes. The license is limited to the goods and/or locations specified in the customer's purchase contract for which this document serves either as an offer or a confirmation. No other use is permitted. Under these terms and conditions, Sensorwell shall retain all title and ownership rights to all software supplied; all of this contains confidential and proprietary information, and these ownership rights include, without limitation, all patent rights, copyrights, trademarks and trade secrets. The customer shall not be entitled to sell, transfer, pass on the license of, decompile, uninstall or redistribute the software unless expressly permitted herein. Nor shall the customer copy, publish, distribute or display such software or otherwise make it available to others (unless authorized to do so in writing by Sensorwell) or permit any unauthorized use of the software. If the software is delivered with a device which has been sold to the customer by Sensorwell, the customer may only transfer his software license to a third party if the customer simultaneously sells the device on which the software is installed. Sensorwell may terminate this license if the customer fails to comply with its obligations under these terms and conditions.

## **7. Warranty and liability:**

All contractual relationships with Sensorwell are subject to the statutory warranty provisions applicable in Austria. All warranty claims must be asserted against Sensorwell within the statutory warranty periods, and Sensorwell must be given the opportunity to take remedial action. Only if Sensorwell does not comply with this obligation within a reasonable period of time shall the customer be permitted to assert claims for rescission of the contract or for a reasonable reduction in the price to the extent to which it is entitled by law.

- 7.1. Any liability on the part of Sensorwell or its representatives shall be contingent upon prompt written notification of Sensorwell concerning the defect. The customer must inspect the goods received for defects right away. Recognisable defects must be reported in writing directly after receiving the goods – at the latest within 7 (seven) days. If the defect is not reported within this period, the goods shall be deemed to have been approved without defects. Defects which were undiscoverable even after careful examination must be reported to Sensorwell immediately after their discovery. No returned goods will be accepted without an authorisation number (RMA), which must be obtained prior to their being shipped to Sensorwell. Unless the repair – at Sensorwell's discretion – is carried out at the customer's premises, the defective product must be returned immediately and postage paid to Sensorwell with an RMA number. However, Sensorwell will only honour a warranty for defects that already existed at the time of delivery. If warranty claims are otherwise excluded, the customer must provide proof that the defect was already present at the time of delivery.
- 7.2. Excluded from the warranty are defects attributable to incorrect assembly or handling by the customer or third parties, overloading beyond the specified or appropriate specifications, natural disasters, fires, overvoltage and chemical or physical influences or due to negligence on the part of the customer.
- 7.3. The warranty excludes the replacement of any parts that are subject to natural wear and tear. In the case of third-party products supplied, Sensorwell will only assume the warranty provided to Sensorwell by the manufacturer. Sensorwell shall not be liable for damages or loss of profit due to a reported defect. Nor shall it be liable for damage resulting from either the correct or incorrect use of the products by the customer, its authorized representative or third parties. The warranty obligation will expire if the items delivered by Sensorwell are tampered with or modified without the written consent of Sensorwell.
- 7.4. The warranty period will not be extended if any warranty services are provided.
- 7.5. Experimental goods (marked with the letters "X" or "E" at the beginning of the part identification number) or non-released or beta versions of the software are prototypes and pre-production items that have yet to pass all release tests; these goods are sold "AS IS" and have NO WARRANTY. It is the responsibility of the customer to ensure that the goods are suitable for the application for which they are being used.
- 7.6. Software used in devices sold by Sensorwell for this purpose and covered by Sensorwell's warranty

is installed on a medium that is free from material defects. During this period, Sensorwell will replace such a medium free of charge if it is found to be defective. With respect to the quality or performance of any software or data, it is provided "AS IS" and WITHOUT WARRANTY. Wherever hardware and/or a system is installed by Sensorwell, such installation is subject to a warranty against incorrectly installed items. During this concurrent period, Sensorwell will correct any work found to be done incorrectly free of charge.

- 7.7. Commissioning, maintenance and repair work done on the customer's systems is the responsibility of the customer and must be supervised by the customer. Sensorwell shall not be liable for any damages and failures that occur as a result of such services.
- 7.8. Sensorwell or its representatives shall only be obliged to perform work under warranty if and as long as the customer fully complies with the agreed terms of payment. All resulting claims exist only for the benefit of the customer and are not assignable or transferable to third parties. Sensorwell categorically excludes all other liabilities or obligations without limitation for any damage, loss or injury (whether direct, indirect, exemplary, special, consequential or incidental) arising from or in connection with the delivery, use or capacity of the goods.
- 7.9. Sensorwell or its representatives shall only be liable to the extent permitted by law for material damage to the delivered items or caused by their operational use.
- 7.10. The suppliers of the products sold by Sensorwell may make changes to the goods that do not change the form, suitability or functionality of the product, even without notifying the customer.

## **8. Limitation of liability:**

- 8.1. The liability assumed by Sensorwell is limited to the value of the order. Any liability exceeding the order amount is excluded. Sensorwell shall only be liable beyond the scope of the Product Liability Act (*Produkthaftungsgesetzes*, PHG) for gross negligence or intent.
- 8.2. Liability for slight negligence, consequential damages, other indirect damages and losses, financial losses, loss of profit, unrealized savings, loss of interest and damages from third-party claims against the respective customer is excluded. Nor shall Sensorwell be liable for damage caused by improper use of the item.
- 8.3. These exclusions and limitations shall apply regardless of how the loss or damage was caused.
- 8.4. Claims for damages shall become time-barred within 6 (six) months from when the damage and the damaging party were discovered.

## **9. Export control regulations and dual use goods:**

Council Regulation (EC) No. 428/2009 of 05 May 2009 concerning a Community regime for the control of exports of dual-use items and technology applies. As a result, there is a general ban on exports to highly sensitive countries such as Iran, Cuba, North Korea, Sudan and Syria. Also applicable are the country/person-related embargoes and sanctions based on resolutions of international organisations such as the UN, OSCE and/or the European Union and, in the case of US involvement (with ECCN), in accordance with US-RE export control law and embargo regulations.

## **10. Prices:**

Unless otherwise agreed, the product prices according to offers and price lists are valid in Austria ex Sensorwell delivery facility and include all import charges and duties. The price does not include VAT, packaging, transport insurance ex Sensorwell delivery facility, service and installation costs, project planning, consultation and commissioning. Changes to or the introduction of new import charges or duties in the country of production or in Austria and any changes in exchange rates shall entitle Sensorwell to amend the price accordingly. The prices quoted in advance for repairs are non-binding.

## **11. Terms of payment:**

- 11.1. Unless otherwise agreed, payment of the invoice amount is due immediately and must be made with

a maximum payment period of 30 days after the invoice date, without any deductions free at Sensorwell's paying office. Partial deliveries will be invoiced according to their delivery date. Unless otherwise agreed, payments must be made in euros.

- 11.2. Each payment must be made by means of a detailed bank transfer stating the corresponding invoice number and the payment amount per invoice. The customer may be charged a service fee for each incidence of failing to provide the remittance details and minimum information as described above.
- 11.3. Complaints regarding invoices must be made in writing within 15 days of the invoice date. In the event that any part of the invoice is undisputed, this undisputed amount must be paid by the due date of the invoice. Sensorwell reserves the right to correct any incorrect invoice.
- 11.4. If the customer is in default of payment to Sensorwell, Sensorwell shall have the option, subject to other remedies, to a) withhold performance until all delinquent amounts and services or late charges are paid; b) repossess any goods or software for which payment has not been made; c) charge interest on delinquent amounts for the maximum percentage allowed by law; d) recover all costs of collection, including attorneys' fees; e) combine the rights and remedies set forth above to the extent permitted by law.
- 11.5. Discount or collection expenses or other costs shall be borne by the customer.
- 11.6. The retention of payments due to counterclaims of the customer not recognized by Sensorwell is not permitted. The offsetting of counterclaims is excluded in any case.
- 11.7. Non-compliance with terms of payment or circumstances likely to reduce the creditworthiness of the customer shall result in the immediate maturity of all Sensorwell's outstanding claims. This shall entitle Sensorwell to make any outstanding deliveries contingent against advance payment, withdraw from the contract after a reasonable grace period and claim damages for non-performance – and furthermore to prohibit the customer from reselling (using further) the goods and to return them to Sensorwell's power of disposition. Withdrawal from the contract shall not affect any statutory claim for damages.

## **12. Recommendations:**

Any advice or assistance given by Sensorwell with respect to the use, design, application or operation of its goods does not constitute a warranty or assurance, nor does it create any obligation or liability on the part of Sensorwell. They are strictly recommendations. It shall be the sole responsibility of the customer to determine the suitability of the goods for its products' uses and applications. If Sensorwell does not provide any product recommendations or support, this shall not result in any liability for Sensorwell.

## **13. Data collection, transmission and use:**

- 13.1. The collection and processing of personal data is done exclusively for a specific purpose and in accordance with the principles standardized in the GDPR.
- 13.2. Sensorwell hereby points out that the transmission of data on the Internet (e.g., by e-mail) may be subject to security loopholes. Accordingly, error- and trouble-free protection of third-party data cannot be fully guaranteed. Sensorwell's liability in this respect is excluded.
- 13.3. The contract data is stored for invoicing purposes and can be viewed by the customer at any time. The customer has the right to receive complete information from Sensorwell about its personal data free of charge. Furthermore, it has the right to demand its rectification / its erasure / the restriction of its processing by the user.
- 13.4. The customer retains all rights it already holds with regard to the data and other information that has been collected, uploaded, transmitted or made available by the customer or by persons acting on the customer's behalf in relation to the equipment or resources of the customer or a third party as compared to the data collected by Sensorwell ("input data").
- 13.5. Sensorwell and its suppliers have the right to retain and protect, transfer, publish in anonymised form, duplicate, analyze, modify or otherwise use input data to develop and improve its goods and services.

- 13.6. Sensorwell and its suppliers may also use the input data for any other purpose by ensuring that this is done in an anonymized form so that no one can be identified.
- 13.7. All personal data contained in the input data may only be used or processed in accordance with applicable law. All information, analyses, findings, inventions and algorithms derived from the input data by Sensorwell and/or its suppliers (but excluding the personal data itself) and all intellectual property rights therein are the exclusive and sole property of Sensorwell and the confidential information of Sensorwell.

**14. Laws:**

- 14.1. The customer shall comply with all applicable laws, regulations and orders of the governmental authorities of any country having proper jurisdiction, including without limitation those laws of the United States or other countries regulating the import and export of goods supplied by Sensorwell, and shall obtain all necessary import/export licenses in connection with subsequent imports, exports, re-exports, transfers and use of all goods, technology and software purchased, licensed and received from Sensorwell. Unless otherwise mutually agreed in writing, the customer agrees that it will not use the goods for any activities related to nuclear fission and fusion, any usage and handling of nuclear material or any nuclear, chemical or biological weapons.
- 14.2. The goods and services supplied by Sensorwell to its suppliers under these conditions are produced and supplied in compliance with all applicable laws and regulations. The customer hereby confirms that it will ensure that all goods are installed and used properly and in accordance with the applicable health and safety regulations and that it will indemnify Sensorwell against any costs, claims, actions or liabilities arising from these regulations or otherwise arising from the customer's delivery of the goods or their use by others.

**15. Disposal costs:**

The prices do not include the costs for recycling the goods according to European Directive WEEE 2012/19EC. Such costs may be added to the prices offered. The customer and Sensorwell must comply with their obligations under WEEE Directive 2012/19EC as implemented in all local jurisdictions and applicable to the goods in relation to financing and organising the disposal of electrical and electronic waste. The customer must handle the collection, processing and recycling of the goods in accordance with all laws and regulations. Reasonable efforts shall be made to ensure that the end user of the goods complies with the obligations of WEEE Directive 2012/19EC. The customer shall indemnify Sensorwell with respect to any failure of the customer to fulfill its obligations.

**16. Compensation:**

The customer shall indemnify Sensorwell for all costs and damages, including attorneys' fees, that are incurred by Sensorwell as a result of the customer's actual or threatened breach of these GTC.

**17. Other:**

Any agreement must be made in writing to be effective. This shall also apply to an agreement to deviate from this written form requirement. There shall be no verbal collateral agreements. Any subsequent amendments must be made in writing and shall require the consent of the Managing Director.

**18. Language:**

The German version of these GTC prevail in the event of a conflict with a translation undertaken for information purposes.

**19. Place of fulfillment and jurisdiction:**

This contractual relationship shall be governed exclusively by Austrian law. Any national or



international reference norms that lead or could lead to the application of non-Austrian law are expressly excluded.

The applicability of the UN Convention on Contracts for the International Sale of Goods is expressly excluded. The contract language is German. The contracting parties agree to the jurisdiction of the Austrian judicial system. For all disputes arising from this contractual relationship, the competent court at the registered office of Sensorwell shall have exclusive local jurisdiction.

**20. Effectiveness of this contract:**

The possible invalidity of individual clauses shall in no way affect the validity of the remaining clauses of the GTC. In this case, the contracting parties hereby commit – based on the scope of bona fide and established business practices – to agreeing to a replacement provision that comes as close as possible to the economic outcome of the invalid provision.