

TERMS AND CONDITIONS – LEASE

The agreement between the Customer and Sensorfact (hereinafter, each of them a “Party” and both together the “Parties”) consisting out of the accepted Sensorfact quotation for the lease of equipment, any applicable technical specifications and subscription of the agreed services (such as software access, consultancy services and ongoing support, hereinafter “Services”) and these Terms and Conditions constitute the whole agreement between the Parties (hereinafter: the “Contract”). It replaces all previous oral and written agreements regarding the same subject matter. Customer acknowledges and agrees that any additional or different terms and conditions (including those in or attached to a Purchase Order) are rejected and do not apply unless explicitly agreed in writing by both Parties.

COMMERCIAL TERMS

- **Start of the Contract:** The earlier of i) the shipment date of the hardware, and ii) two (2) months after acceptance of this Contract.
- **Contract Period:** Twelve (12) months from the Start of the Contract. (For customers outside Europe the initial Contract Period is twenty-four (24) months).
- **Renewal:** Contracts automatically renew for twelve (12) months at the end of every Contract Period. If Customer cancels at least thirty (30) calendar days prior to an upcoming renewal by sending an email to renewals@sensorfact.nl, the renewal will be cancelled, and Customer will not be charged for the upcoming contract period.
- **Billing:** invoicing of the first twelve (12) months takes place at the start of the Contract. Renewals will be billed annually in advance. Payment term of thirty (30) calendar days from invoice date applies.
- **Pricing:** Agreed upon prices may be amended by Sensorfact upon renewal of a Contract, provided Sensorfact informs the Customer thereof at least two (2) months prior to the renewal date. The prices are net, exclusive of VAT and any other taxes, tariffs, duties or fees, which shall be subsequently passed on in the invoice at the corresponding rates.

EQUIPMENT / HARDWARE

- **Lease:** Customer leases the equipment detailed in the Contract from Sensorfact for the full length of the Contract. Customer shall therefore only use the equipment in accordance with manuals and the instructions from Sensorfact and shall not modify the hardware in any way. Moreover, Customer shall be responsible for any loss of or damage to the equipment from delivery by Sensorfact until return address provided.
- **Delivery of equipment:** Sensorfact ships the hardware and installation manual within five (5) business days after receiving the completed Technical Assessment Form (a document the Customer undertakes to complete and submit to Sensorfact, containing: (i) technical specifications for the selection and configuration of the hardware and software setup, and (ii) company details for shipment and payment processing). DAP Incoterms 2020 apply. Ownership of the hardware remains at Sensorfact. For customers inside of Europe, shipment costs are included in the quotation.
- **Return of equipment:** Upon cancellation of the Contract, Customer shall deliver the equipment at its own expense to a return address provided by Sensorfact. DPU Incoterms 2020 apply. If the equipment has not been received in good order within fifteen (15) business days after cancellation of the Contract, Customer shall be liable to Sensorfact for the fair market value of the equipment

as of the cancellation date of the Contract, without prejudice to any other remedies available under applicable law.

- **Self-installation:** Installation of leased equipment will be carried out by Customer (at its own cost). Customer acknowledges that the installation will require skilled personnel and technical resources on-site and that the installation must be performed in accordance with Sensorfact's installation manual. In case the installation is taken off from Sensorfact by Customer (installation provided by a third party), and such installation involves special conditions - such as installation at height, installation of more than three (3) sensors, or specific (safety) requirements - Customer must inform Sensorfact in advance, as additional costs and special conditions may apply.
- **Installation support:** Sensorfact will seek to provide necessary information and support to facilitate the installation process. This includes: (i) an installation manual, (ii) a sensor installation list, (iii) pro-active and reactive telephone and email support, and (iv) a dedicated feature in the Software that provides direct feedback on the performance of the installation.
- **Hardware Warranty:** If the Customer determines that the hardware has any defects or non-conformities due to bad material, faulty design or poor workmanship, Sensorfact shall (as the Customer's sole remedy) replace the defective hardware, by shipping other hardware within ten (10) business days upon receipt of the returned hardware. This warranty does not cover damage caused by misuse, improper installation, unauthorized modifications, normal wear and tear, or external factors beyond Sensorfact's control. In case Sensorfact determines that the hardware indeed has such defects or non-conformities, the return and replacement shipment shall be borne by Sensorfact under the same delivery terms. Except as expressly stated, Sensorfact disclaims all other warranties, express or implied, and shall have no further liability for defects.
- **Customer-Provided SIM Cards:** If the Customer elects to use its own SIM card(s) in connection with the leased Equipment, the Customer assumes sole responsibility for the operation, connectivity, compatibility, and performance of such SIM card(s). Sensorfact disclaims all liability for any failure, malfunction, or service interruption related to Customer-provided SIM card(s), and shall have no obligation to provide troubleshooting, support, or any form of assistance in relation thereto.

SOFTWARE

- **Software access:** During the term of this Contract, the customer is granted with an access to the Software under the following conditions: (i) the software shall be kept confidential; (ii) the software may not be copied, reverse engineered or modified and (iii) access rights are non-transferable, except with the prior written consent of Sensorfact.
- **Software:** Sensorfact's proprietary Software provides access to operational data, visual insights, and analytical tools relating to the Customer's assets, systems, and processes. Depending on the specific product or service subscribed to, the Software may include functionalities such as real-time or historical data visualization, asset condition monitoring, performance tracking, anomaly detection, predictive maintenance support, configurable reporting dashboards, customizable alerts and notifications, and standard data export features (e.g., CSV downloads) to facilitate monitoring, analysis, and operational decision-making. Sensorfact may update, modify, suspend, or improve the Software and its functionalities from time to time, at its sole discretion.
- **Services warranty:** Except as expressly stated in this Contract, all Services (including software) are provided "as is" and "as available". Sensorfact disclaims all warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, non-infringement, and uninterrupted or error-free operation.

INTELLECTUAL PROPERTY

- **Ownership of IP Rights:** All intellectual property rights in and relating to the equipment, Software, Services, analytics, reports, documentation and any other materials provided or made available under or in relation this Contract, including all improvements or developments thereof, shall remain the exclusive property of Sensorfact. Nothing in this Contract shall be construed as transferring any intellectual property rights to the Customer.

CUSTOMER SUPPORT

- **Troubleshooting:** Sensorfact is available to provide remote troubleshooting support. Sensorfact will not actively seek to alert you in case of malfunctions, and responsibility to request troubleshooting support is therefore placed at the Customer.
- **Service levels:** Sensorfact commits to the following service levels: telephone support (Dutch business hours), email support (during business days), and planned or emergency on-site assistance (available in the Netherlands and Belgium only; extra costs apply).

LIABILITY

- **Limitation of liability:** Notwithstanding any contrary or deviating provision or provisions in the Contract, the Parties agree that Sensorfact: (i) shall not be liable for indirect or consequential losses, under which but not exclusively: loss of profit, loss of revenues, interruption of operations and/or operational losses, costs relating to the replacement of the supply of energy, loss of data, increase in costs and/or loss of expected savings, overhead costs, loss of business, loss of electrical connection, damage caused by usage and/or cost of capital or any other specific, indirect or consequential losses of any nature whatsoever; and (ii) Sensorfact's total aggregate liability resulting from the performance or nonperformance of its obligations under the Contract, or any non-contractual obligation, indemnity, causes of action or otherwise, occurring within any twelve (12) month period commencing from the Start of Contract or any anniversary thereof shall not in any case exceed the aggregate amount paid by the Customer to Sensorfact under the Contract during that same twelve (12) month period.

SIGNING & ASSIGNMENT

- **Assignment:** Sensorfact may assign its rights and/or obligations under this Contract to any of its affiliates without the Customer's prior written consent. Otherwise, neither Party may assign, transfer, or otherwise dispose of this Contract or any of its rights or obligations without the prior written consent of the other Party.
- **Authorization:** Customer warrants that the person accepting this Contract on its behalf is legally authorized to represent Customer.

GOVERNING LAW & JURISDICTION

- **Governing law:** the Contract including these terms and conditions will be interpreted under, and any disputes arising out of the contract including the terms and conditions will be governed by the laws of the Netherlands. For the avoidance of doubt, the "United Nations Convention on contracts for the international sales of goods (CISG) 1980" does not apply.
- **Jurisdiction:** each Party irrevocably consents to the jurisdiction of the courts located in Rotterdam (Netherlands), in connection with all actions arising out of or in connection with the Contract and waives any objections that such venue is an inconvenient forum.

INTEGRITY & TRADE COMPLIANCE

- **Integrity & Trade Compliance:** The Customer warrants that it will comply with all relevant Integrity & Trade Compliance Provisions (Sensorfact's compliance requirements and standards regarding anti-bribery, anti-corruption, trade control, sanctions, export control, human rights, anti-modern slavery, and related applicable integrity laws, as published on Sensorfact's [website](#)). The products delivered may not be used for military or nuclear applications without Sensorfact's prior written consent.
- **EU Data Act:** To the extent that equipment supplied by Sensorfact under this Agreement are installed and used within the territory of the European Union, the Customer agrees that the terms of the Data Usage and License Agreement (as published on Sensorfact's [website](#)) shall apply and form an integral part of this Agreement. For the avoidance of doubt, the Data Usage and License Agreement does not apply to equipment installed and used outside the European Union.

DELIVERY

- **Logistics & Incoterms:** Sensorfact delivers the hardware on a DAP (Delivered at Place) Incoterms® 2020 basis. Sensorfact is not responsible for any delays, costs, or additional charges resulting from customs formalities or import requirements in the destination country.
- **Non-EU Import Obligations:** For deliveries to Customer locations outside the European Union, the Customer shall be solely responsible for all import-related charges, including but not limited to customs clearance procedures, import duties, tariffs, import VAT, levies, and any similar governmental charges.