

Dutch Sensor Systems

General Terms and Conditions

This is a courtesy translation of the applicable Dutch terms and conditions (In Dutch: Algemene Voorwaarden Dutch Sensor Systems B.V.). Dutch law applies to all our transactions. Please be aware that in case of any disputes, inconsistencies or confusion, the original Dutch version of the terms and conditions will prevail.



Dutch Sensor Systems B.V.

Chamber of Commerce registration Number: 78671779

Article 1: Scope of application – definitions

1. These general terms and conditions apply in relation to every offer of ours and any agreement which we enter into with you. This applies with regard to a professional contract of service, contract of purchase or sale (through our web shop or otherwise) or contract of hire or lease.
2. In the event that a clause, or part of a clause, is void or nullified, the other provisions of these general terms and conditions shall continue to apply.
3. Where there is a discrepancy between these general terms and conditions and a translation of them, the Dutch text prevails.
4. These general terms and conditions also govern any subsequent or part orders and any follow-up or subsidiary assignments.
5. All of the provisions of these general terms and conditions have been drafted for our business clients, purchasers or lessors and consumers. We use the term, 'consumer', where a clause contains a derogation or addendum which only applies in the case of consumers. A 'consumer' is a natural person who does not act for their business or professional operations.
6. For the rest, we employ the following terms in these general terms and conditions:
 - a. offer – any offer of ours whether written or otherwise;
 - b. written/in writing – by letter, email, fax or any other equivalent form of communication, such as a WhatsApp message, a chat module on a website or e-messaging;
 - c. documents – both printed and electronic documents, for example, advice, calculations, sketches, designs, drawings, reports and the like drawn up or provided by you or ourselves;
 - d. information – both the aforementioned documents and any other oral or written information;
 - e. contract – a contract to provide services, carry out work or develop or manufacture any item for you (tailor-made service);
 - f. services/provision of services – our provision of services in the field of IoT applications (sensor technology), for example, consultancy, or network or cloud solutions;

g. work – for example, our work involved in the installation of hardware or making the configuration, network connections and sensor dashboard ready for use;

h. goods/items – our products (hardware and software) for IoT solutions which we supply to you under a sale or lease, for example, sound sensors. This may involve products supplied from our range of products or tailor-made services, such as tailor-made software solutions;

i. data – data which is collected through IoT applications (for example, sound readings) or which is shown to you through a dashboard;

j. dashboard – your dashboard or one that we supply, which renders collected data comprehensible to you;

k. subscription – an agreement under which you may use our goods and/or services for an agreed term;

l. web shop – the web shop on our websites at:

www.dutchsensorsystems.com
and www.iotsoundsensor.com.

Article 2: Offers

1. Unless we stipulate a term of validity in or in relation to any offer, our offers are obligation-free offers. We may still revoke an obligation-free offer by no later than within two (2) working days after receiving notice of your consent to it.
2. A composite offer does not render it mandatory for us to deliver part of the performance or goods on offer in return for a proportionate share of the relevant price or fee.
3. If we base an offer on your information and it turns out to be incorrect or incomplete, or is subsequently changed, we may adjust any quoted price, rate and/or deadline accordingly.
4. Our offer, prices and rates do not automatically apply in the case of subsequent orders or new contracts.
5. Although the models, examples, statements of technical or other specifications, functionality or capacity and any other descriptions in brochures, promotional materials or on our website are as accurate as possible, they are merely indicative. You may not derive any rights from them.
6. If we incur any costs for an offer, we may pass them on to you. In this case we will inform you in advance.

Article 3: Conclusion of an agreement or contract

1. An agreement is deemed to have been entered into, once you consent to our offer. Should your notice of consent derogate from our offer, an agreement shall only be deemed to have been entered into once we consent to such derogation in writing.
2. We will only be bound by:
 - a. a contract or order in the absence of a prior offer;
 - b. an oral agreement;
 - c. an addendum to or the amendment of these general terms and conditions or an agreement; after we have presented you with written confirmation of same or as soon as we commence execution of the relevant contract, fulfilment of the order concerned or compliance with the agreement in question in the absence of any objection from you.
3. You will provide us with a clear, written amendment of a contract that has already been awarded to us.
4. Unless we agree otherwise, you may not assign your rights and duties under an agreement – for example, a subscription – to any other party without our consent.



Article 4: Web shop purchases – **exclusion** of cooling – off period and waiver of rights of termination – and use

1. Our web shop is only intended for business purchases and not for consumers. If you are a consumer but you nevertheless place an order through our web shop, you may not rely on the legally stipulated cooling-off period of fourteen (14) calendar days as provided for in Article 6:230o(1) of the Dutch Civil Code (DCC).
We explicitly exclude this statutory cooling-off period and its associated right of termination. We also stipulate this explicitly in our web shop. When you place an order in your capacity as a consumer, you are deemed to have been informed of this. As such, you may not rely on this statutory cooling-off period and right of termination.
2. If we provide services through our web shop in addition to goods (for example, a dashboard link), such services are only intended for users in the Netherlands, unless stipulated otherwise. The reason for this is that we cannot always guarantee the connectivity required for the provision of such services in other countries. Nevertheless, we can investigate this at your request.

Article 5: Subscriptions

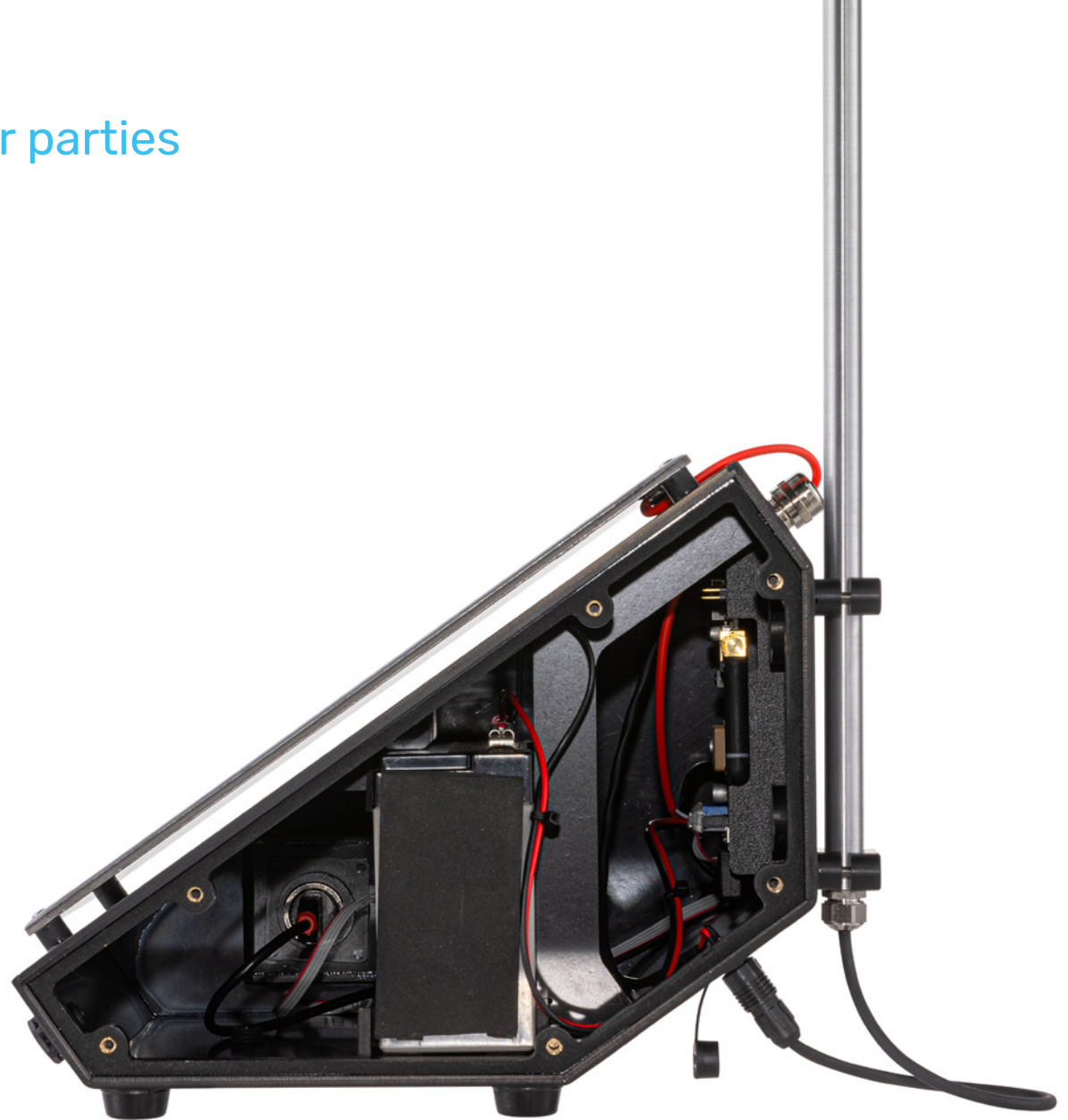
1. We offer you the opportunity to procure our goods and services based on a subscription (lease). During the term of a subscription you will have the agreed goods and/or services at your disposal or have access to them in return for payment of a periodic fee.
2. Unless we agree otherwise, we agree to subscriptions for the agreed period and interim cancellation is not permitted. Both we and you may only cancel a subscription towards the end of the agreed term subject to a term of notice of one (1) month. Except if cancelled, an agreement is tacitly renewed for one (1) month at a time upon the expiry of its agreed term.
3. If you are a consumer, we agree to an initial term of one (1) year in the case of a subscription. Cancellation is not permitted during this initial term. Both we and you may only cancel a subscription towards the end of this initial term subject to a term of notice of one (1) month. Except if cancelled, the initial term of an agreement is tacitly renewed for one (1) month at a time upon the expiry of its agreed term.
4. You are always required to pay the periodic subscription fee in advance. We will charge you for it beforehand.

Article 6: Compensation – prices and rates

1. Unless we agree with you on a fixed fee (periodic or otherwise), we will charge you a fee based on the hours spent at the agreed hourly rate or at our normal hourly rate in the case of a contract (for example, consultancy). If there is a difference of opinion on the time spent or charged, our timekeeping records are binding subject to evidence to the contrary.
2. Should it appear while a contract is executed that we have failed to estimate the amount of work appropriately, we may raise our agreed fixed fee, provided that the erroneous estimate is not due to any fault on our part and we cannot reasonably execute the contract in return for the agreed fee.
3. In the case of a priority contract or if we carry out the agreed work outside our normal working hours at your request, we may charge you a surcharge. Our normal working days are Mondays to Fridays (with the exception of recognised public holidays) based on our normal working hours.
4. The prices or rates listed in our offer or list of prices or rates do not include VAT and any costs, such as transport or shipping charges, travel expenses and bills from any third party we engage.
5. Should we have to contend with inflationary (costs and prices) circumstances after an agreement has been entered into, we may adjust the prices or rates that we have agreed with you accordingly. Inflationary (costs and prices) circumstances are at any rate deemed to include amendments of legislation or regulations, government measures, foreign exchange fluctuations, variations in the price of required parts or changes to the fees of any third party engaged.
6. If you are a consumer and an adjustment of a price or rate occurs within three (3) months after the relevant agreement has been entered into, you may terminate the agreement within five (5) working days after our notification of such adjustment. Such termination must take place by means of a written statement addressed to us.
7. In the case of a subscription we may implement and charge you for a normal price or rate increase. We will notify you by no later than one (1) month after the effective date of such increase.

Article 7: Engagement of other parties

We may arrange for a third party to supply goods and services.



Article 8: Obligations

1. You must ensure that:
 - a. you provide us with all of the information required to execute the relevant agreement on time;
 - b. any media, files and the like which you supply are free of viruses or defects;
 - c. you, your staff and any other party that you involve in the execution of our agreement provides us with all required or requested assistance;
 - d. you use any goods supplied in accordance with any directions (for use or otherwise), instructions, advice, manuals and the like which we supply.
2. You warrant that any information supplied to us is correct and complete, and you indemnify us against any claim by a third party resulting from such information being inaccurate or incomplete.
3. You are liable for any loss of, theft of or other damage to any equipment and the like which we store with you while the relevant agreement is executed.
4. Should you fail to comply with the aforementioned obligations or your other duties under the relevant agreement or these general terms and conditions, we may suspend execution of the agreement until you have complied with your obligations. You will bear the risk and expense of any costs or other consequences (for example, any loss) arising from this.
5. If you fail to comply with your obligations and we do not immediately request compliance, this does not affect our entitlement to seek your compliance at a later stage.

Article 9: Confidential information

1. We treat all information we obtain from or about you when the relevant agreement is entered into or executed confidential. We will only disclose such information to another party in so far as it is necessary to do so for executing the relevant agreement.
2. We will adopt all reasonable precautionary measures to ensure that such information remains confidential. This duty of non-disclosure also applies to our staff and any other party that is involved in the execution of the relevant agreement under our responsibility.
3. We will process any data covered by the GDPR (General Data Protection Regulation) in accordance with the GDPR and will also report any breach of the security of such information in accordance with the GDPR.
4. This duty of non-disclosure does not apply if we are required to disclose such information in accordance with any legislation, regulations or a court ruling and we cannot rely on a right to claim privilege permitted by the law or a court of law. This exception also applies to the staff or any other party referred to in Article 9.2.
5. Provided that we ensure your privacy or we have your consent, we may always publish information about or refer to the agreed contract or supply and may reuse the methods, procedures and the like that were used or developed for this purpose (also in the case of tailor-made services).
6. It is possible that you temporarily acquire access to data which comprises or also comprises personal data or privacy-sensitive third-party information through our services or any goods that we have supplied. For instance: a sensor which carries out sound readings for you can only switch off when the number of decibels that has been set is exceeded or which can make a brief audio recording to ascertain the cause of such excess, with the result that conversations involving people in the immediate surroundings may be recorded. In that case you yourself will always be responsible for the manner in which you deal with such personal data or sensitive information.

Article 10: Supply, deadlines, progress and execution of an agreement

1. We work hard to ensure that the agreed performance is delivered/goods are supplied within the agreed time but under no circumstances will any agreed deadlines be deemed to be a firm deadline. If we fail to comply with our obligations or fail to do so on time, you will have to afford us a reasonable period within which to ensure compliance when giving us written notice of default.
2. Should a delay occur on the commencement, in the course of or on the completion of a contract or in the case of the agreed supply of goods due to the fact that:
 - a. we do not receive all of the requisite information or assistance from you in good time;
 - b. we do not receive prompt payments (in advance or otherwise) from you as agreed;
 - c. other circumstances occur at your risk and expense;we will be entitled to a reasonable extension of the agreed deadline and to compensation for any costs or loss involved, such as any waiting time.
3. If we accelerate the execution of an agreement at your request, we may charge you for any overtime or other expenses involved.
4. We may execute an agreement in stages and may separately or periodically issue an invoice for any part delivery or performance.
5. If we execute an agreement in stages, we may suspend the execution of any part that constitutes part of a subsequent stage until you have approved the outcome of the previous stage. You will be liable for any costs or loss that occur or occurs.
6. Any risks pertaining to goods (hardware) supplied passes to you as soon as they leave our premises or grounds. Such goods are shipped or transported at your risk and expense. We are not liable for any loss associated with such shipment or transport.
7. If you are a consumer, any risks associated with goods passes to you as soon as you or any other party whom you designate receives them. Should you designate a transporter, such risks passes to you the moment the transporter receives the goods. Shipment or transport takes place at your expense.
8. We may store any goods that you have ordered or any parts and the like which have been procured for a contract at your risk and expense, if we are unable to supply such goods or deliver such performance to you in the agreed

manner and you are accountable for the reason. We will give you a reasonable period of time within which you may afford us an opportunity to supply such goods or deliver such performance.

9. If you remain in default of your duty (to procure or otherwise) after this reasonable deadline, you will be in default immediately. We may cancel all or part of the relevant agreement – by means of a written statement addressed to you – sell the goods or parts and the like that have been ordered to a third party and destroy any documents that have been produced without the need to compensate you for any loss, interest or expenses. It also does not affect our entitlement to compensation for storage or other costs, damage/loss or loss of earnings, or our right to still seek compliance from you.
10. We will inform you about the implications for any agreed prices, rates and deadlines:
 - a. in the case of any change to an order or contract that you require;
 - b. should it appear while the relevant agreement is executed that we are unable to execute it in the agreed manner due to unforeseen circumstances. We will consult you about a possible change to its execution. Should the aforementioned circumstances render execution impossible, we will at any rate be entitled to a fee for any work or supply that has been effected and any costs we have incurred.
11. We will agree on any increase in or reduction of work with you in writing. We will only be bound by oral arrangements after we have presented you with written confirmation of same or as soon as we commence execution of the relevant contract in the absence of any objection from you. Additional work at any rate is deemed to comprise any extra work or supply which arises at your request or is required for executing the relevant agreement and which is not included in the offer or contract concerned. We may pass on the costs involved to you separately based on current prices or rates.
12. You must check every draft document or version (for example, custom software) which we present to you and communicate your response to it as soon as possible. Where necessary, we will amend such draft and present it to you again for your approval. In this respect we may ask you to sign a written statement of consent. You may only use a final version of such document, software or the like after consenting to it. If we still need to modify a document or version that has been approved, this will be deemed to constitute additional work and we may charge you for any additional fees arising from this.

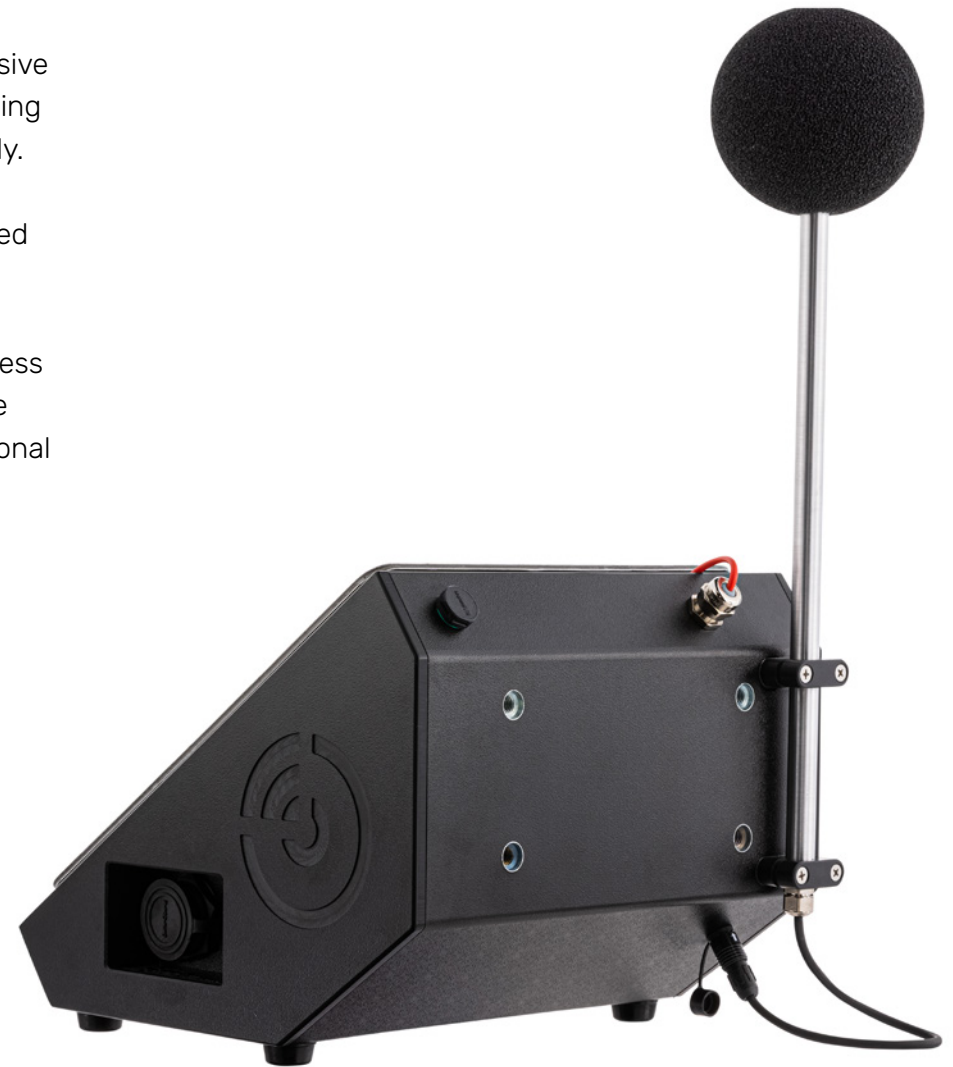
Article 11: Lease of goods

1. Where a subscription involves the lease of movable property (hardware), the following provisions apply.
2. We may decide on a security deposit which you will be required to pay us before commencement of the term of the lease.
3. We may ask you to identify yourself or – where applicable – ask you to provide us with a current Chamber of Commerce extract concerning your business.
4. We decide whether to deliver or send you a leased item or whether you need to collect it.
5. You must ensure that:
 - a. you check a leased item when collecting or receiving it for any visible deficiency, defect, damage and the like. You must report any such aspect to us immediately at the time (or within twenty-four (24) hours). Should you fail to report it, the leased item is deemed to have been given or delivered to you without any deficiency, defect or damage;
 - b. you use a leased item for the purposes for which it has been manufactured or for which it is intended;
 - c. you use a leased item in accordance with our operating and other instructions, the relevant manual and the like;
 - d. any nameplate, or model or serial number on a leased item is not damaged, becomes illegible or is removed;
 - e. a leased item remains in good condition during the term of the rental. You are liable for any loss which occurs during the term of the rental and you must report it to us along with all of the relevant details immediately after it occurs. In the event of a malfunction, defect or the like during the term of the rental, you must also report this to us immediately. We may elect to repair or replace a leased item free of charge. The repair of any damage, replacement of any part (broken or otherwise), remediation of any malfunction and/or the performance of other repair or other work is carried out by us or in accordance with our instructions after we have consented to this explicitly;
 - f. you inform us immediately if a leased item is attached or if there is a danger of this occurring. When we mention attachment, we are also referring to an attachment for property found on the premises for tax purposes. You must inform the execution creditor immediately that the leased item is our property;
 - g. you return a leased item in the condition and packaging in which it found itself on receipt – subject to normal wear and tear – or make it available for collection on the expiry of the term of the rental. You will be liable for any costs associated with the destruction or loss of a leased item (or parts of it) and any costs required for repairs, remediation and the like.

6. Unless we inform you otherwise, you must insure a leased item appropriately against its loss, theft or damage as of the time when it leaves our grounds. If your insurance does not cover this, you must bear the costs yourself in such a situation.
7. You are fully liable for the rent throughout the agreed term of the rental. This rental term commences as soon as the relevant leased item:
 - a. is ready to be collected where you collect it yourself;
 - b. is delivered to you, if we deliver or ship the leased item to you. The term of the rental ends at such time as we have received the leased item along with all of associated parts and the like. The late collection or early return of a leased item does not affect the agreed rental term or rent.
8. Any delay which occurs while loading, transporting or unloading a leased item falls under the relevant rental term, if we deliver it to you and such delay is due to circumstances in respect of which you reasonably bear the risks involved. Such delay will not result in a later start of the rental term.
9. The rental term will be extended by the time of any delay in returning the relevant leased item for which you may be held culpable. The term of the rental also includes the time involved in repairing, remedying or otherwise attending to the leased item due to your negligence. We may ask you to pay any rent due for the extension and for compensation of any loss suffered as a result of the delay.
10. Should you fail to return a leased item to us for any reason whatsoever, you must compensate us for any loss we have suffered as a result, which includes the current value of the leased item and loss of earnings.
11. We may deduct any costs or loss for which you are liable from the security deposit.
12. We will always retain ownership of a leased item. You may not sublease a leased item, allow any other party to use it, confer any rights to it to such other party or modify it without our written consent. You must ensure that you do not lead any other party to expect or give them the impression that you have more powers in respect of a leased item.

Article 12: Comprehensive solution lease

1. Where a subscription covers the lease of a comprehensive solution (such as the Connect App or a platform including any hardware linked to it), the following provisions apply.
2. During the term of the subscription you may use the agreed environment or services and any hardware linked to it of them in return for payment of the agreed fee.
3. Access is effected by means of your email address and a password. You may only grant another party access to the relevant environment, services or hardware if we have explicitly agreed to this. We may charge an additional fee for this.



Article 13: Tailor-made service development

1. You must provide us in good time with all of the information required for such development in the form that we require.
2. Our obligations regarding functionality, features, characteristics and the like will never extend beyond what we agree with you in this respect in writing.
3. Unless we agree or stipulate otherwise, we will hold all of the intellectual property rights to the outcome that is developed. You may only use such outcome in accordance with what we agree with you in this respect as stipulated in the relevant agreement once you have fulfilled your financial obligations under the agreement.
4. You may not produce a variation or derivative of the relevant design or arrange for this to be done or use or apply the design or aspects of it beyond what we have agreed in this respect without our prior, written consent.
5. We will notify you when we have completed the agreed work and the outcome is ready to be used. This outcome is deemed to have been supplied in accordance with the relevant agreement at such time as you have checked its operation and the agreed specifications, functionality and the like for this purpose and have signed the relevant declaration indicating your consent.
6. If we fail to supply a declaration indicating consent, you are deemed to have given your approval in the event that you do not express any complaint:
 - a. during the agreed testing period;
 - b. within a period of two (2) weeks after the notification referred to in paragraph (1).
7. If you detect a defect, error or anything similar within a period agreed with you or during an acceptance test, you must report such defect or error in detail to us in writing. We will remedy any defect or error that is detected as soon as possible. We will carry out any remedial work at our expense, except in the case of inappropriate use on your part or any other cause that is partly or fully attributable to you. Unless otherwise agreed, you are liable for the restoration of any data that is lost.
8. If you detect any further defects after the handover or remediation period, the provisions of the complaints article apply.
9. If you would like to modify the outcome after its handover, unless otherwise agreed, this constitutes as additional work and we may charge you for any additional costs incurred arising from this and the time spent on it.

Article 14: Standard software

1. All intellectual property rights in respect of standard software that is supplied are vested in us or its original creator. You may not remove any designation of copyright, trademarks and the like and you must always mention the correct source of this software as stipulated by us or its creator. You will only receive a licence for such software as mentioned in the relevant agreement.
2. Unless we agree otherwise in writing, you may not:
 - a. transfer your licence to any other party;
 - b. copy or modify the software
 - c. sell or lease out the software or allow any other party to use it in some other way;
 - d. transfer the software to any other party by way of security; without our prior written consent.
3. If the creator or our supplier has limited a software licence in respect of or in accordance with a contract for use or licensing agreement, or it may only be maintained under a maintenance agreement we have entered into with the creator or supplier, we will notify you of this and you will be bound by such limitations.

Article 15: Cloud solutions

1. With regard to data traffic and the use of our servers, as to our services in relation to cloud solutions you are prohibited from:
 - a. behaving in breach of 'netiquette';
 - b. undertaking any activity which may affect our capacity and/or data traffic, such as crawling through or polling our website;
 - c. infringing third-party intellectual property or other rights;
 - d. disseminating, granting access to or offering information which contravenes Dutch legislation or regulations;
 - e. undertaking any activity which may be deemed to constitute cybercrime in any form whatsoever;
 - f. undertaking any other illegal activity;
 - g. undertaking any activity which adversely affects or may adversely affect our server or other servers connected to the internet, or inciting anyone else to do so;
 - h. committing a criminal offence in any other way, which includes disseminating or granting access to information which compromises state security, public order or decency, or information that is insulting, threatening or discriminatory, or incites hatred.
2. You must indemnify us against any claim which a third party may file as a result of the manner in which you avail yourself of our services.
3. In the case of actual or potentially punishable information or offences, we may press charges, provide all relevant information concerning your actions to the competent authorities and also do all that the latter may ask of us for their investigation. Furthermore, should there be well-founded complaints about your actions or repeated well-founded complaints, we may furthermore cancel the relevant agreement by means of a written statement addressed to you. We will notify you of such proposed cancellation in advance. We are not liable for any harm that you may suffer as a result of cancellation or charges being pressed.
4. If you make use of the dashboard or our cloud solutions:
 - a. we may limit your data traffic and the amount of available storage space. Should you exceed the agreed limit, we may charge you for any additional costs involved and any loss we suffer;
 - b. you are entitled to inspect the relevant data during the term of your subscription in accordance with your licence, although ownership of such data will always be and remain vested in us.

5. We work hard to ensure that you can use those hosting networks which are directly or indirectly connected to our networks as effectively as possible but we are partly dependent on third-party services for them and cannot guarantee that these networks will be available all of the time.
6. Should we note that there is an actual or potential danger to the performance of:
 - a. our computer systems and networks or those of other parties;
 - b. the provision of our services through such computer systems and networks (for example, due to the excessive transmission of data, poorly secured systems or viruses);we may take any action required to avoid or limit such danger. We are not liable for any harm you may suffer as a result.
7. Unless we agree otherwise, we will provide the agreed services for a term of twelve (12) months and the relevant agreement will be tacitly renewed for a similar period, unless we or you cancel the agreement in writing by no later than one (1) month before its expiry date.

Article 16: Complaints

1. You must check any goods supplied immediately after receiving them and you must report the number, type and anything similar of any visible deficiencies, damage, errors, defects or anomalies on the waybill or accompanying slip. In the absence of a waybill or accompanying slip you must report such a complaint to us in writing within two (2) working days. If you fail to report such a complaint on time, you will be deemed to have received the relevant items in good conditions in accordance with the agreement.
2. You must report any complaint concerning an item supplied to us in writing immediately after discovering it but by no later than within the agreed term of warranty. You will bear any risks associated with your failure to report it immediately.
3. You must also report any complaint concerning work that has been performed or services provided to us in writing immediately but by no later than within fourteen (14) days after the relevant work or service has been handed over or provided. You will bear any risks associated with your failure to report it immediately. In the absence of a timely complaint, the relevant work or services are deemed to have been carried out or provided in accordance with the agreement.
4. If you fail to report a complaint on time, you may not rely on the agreed warranty.
5. A complaint does not suspend your financial obligations.
6. The foregoing does not apply to consumers.
7. You must enable us to investigate a complaint and provide us with all relevant information for this purpose. If a return consignment is required for such investigation or should we need to investigate a complaint on site, this occurs at your expense unless your complaint subsequently appears to be well-founded. You will always bear any risks associated with shipping or transport.

8. A consignment may be returned in the manner stipulated by us and, where possible, in its original packaging or packing materials.
9. No complaints will be processed if they concern:
 - a. goods supplied when you have removed the labels or model or serial number, or the labels or numbers have been partly or fully modified or rendered illegible;
 - b. minor discrepancies that are accepted in the industry with regard to stated capacity, functionality and the like;
 - c. an error in any approved document;
 - d. tailor-made services that have been carried out or the outcome of the provision of our services if you have made any technical or other modification following the handover or delivery, or have fully or partially influenced the outcome;
 - e. any goods or services supplied if you have carried out repairs or remedial work without our consent.

Article 17: Warranties

1. We carry out deliveries and execute contracts properly and in accordance with the standards applicable in our industry but do not provide any warranty over and above what we explicitly agree with you.
2. Throughout the term of warranty we warrant the usual quality and durability of whatever has been supplied or handed over.
3. Where use is made of parts and the like which are required for a contract and in the case of services procured from other parties, we act on the basis of information supplied by the relevant manufacturer or supplier (concerning their properties). Where a manufacturer or supplier provides a warranty for such plans and the like or for any services provided, this warranty applies in the same way between us. We will inform you of this.
4. If you would like to use any goods or our services (or their outcome) for a purpose or in a way other than is customary, we only warrant that those goods or services (or their outcome) are suitable for this if we have confirmed this in writing.
5. Neither do we warrant that any goods supplied or our services (or their outcome) are compatible with, may be connected to, may be used in or can run in your existing systems or networks, unless we have confirmed this in writing.
6. You may not rely on a warranty as long as you have not yet paid the agreed price or fee for the relevant consignment or contract.
7. The foregoing does not apply to consumers.
8. If you have grounds for invoking an agreed warranty, we may repair or replace the relevant goods free of charge at our discretion, or provide the agreed services appropriately free of charge, or refund or give you a discount on the agreed price or fee. In the case of any attendant damage/loss, the provisions of the liability clause apply.
9. If you are a consumer, you may always opt for the repair or replacement of the relevant goods or the provision of our services in the appropriate manner free of charge, unless this cannot reasonably be required of us. In the latter case you may cancel the relevant agreement by means of a written statement addressed to us or request a discount on the agreed price or fee.

Article 18: Liability

1. We do not accept any liability whatsoever over and above any explicit warranty we provide or have agreed with you, or any guaranteed outcome, capacity functionality and the like.
2. We are only liable for any direct loss. Any liability for consequential loss, such as a loss due to the disruption of business, loss of earnings, a loss that has been suffered, a loss due to a delay and/or personal or bodily injury are explicitly excluded.
3. You must take any action that is required to avoid or limit a loss.
4. Should we be liable, our duty to provide compensation will always be confined to no more than the amount which our insurer pays out in the circumstances in question. If no pay-out is made or such loss is not covered by the insurance that we have taken out, our duty to provide compensation will be confined to no more than the relevant amount invoiced for the goods supplied or services delivered.
5. In the case of a subscription, our duty to provide compensation will be confined to the invoiced amount payable in respect of the last three (3) months or instalments if our insurer does not pay anything out or the loss is not covered by our insurance.
6. Any claim that you have for compensation of a loss you have suffered will at any rate be barred six (6) months after you became or could have become aware of the loss that you have suffered and could consequently have called us to account for.
7. In derogation from the foregoing clause a deadline of one (1) year applies for a consumer.
8. In the case of a cloud solution or any related service we will not be liable for any loss you suffer as a result of, for example, data that is lost where a third party (such as a provider) is responsible for this. Neither are we liable for any loss suffered due to malfunction of any underlying data traffic infrastructure which is maintained and managed by another party.
9. We are not liable for any inaccurate measurements, errors in relation to storage or the display of data or if the relevant server or dashboard is temporarily unavailable, unless this is due to any deliberate act or omission, or wilful recklessness on our part. Neither are we liable for any discrepancy in relation to measured data where such data has been collected in a manner that derogates from our operating or other instructions, advice, manuals and the like.

10. We are not liable for – and you may not rely on the applicable warranty – where any loss occurs due to:
- a. your improper use of what has been supplied or handed over or any use of it contrary to its purpose or operating and other instructions, advice, manuals and the like provided by us or on our behalf;
 - b. your improper safekeeping (or storage) of the relevant goods;
 - c. the improper or inappropriate installation of the relevant goods by you or any other party whom you have engaged;
 - d. any information that is prescribed or has been provided to us by you or on your behalf contains errors, is incomplete, is deficient or anything similar;
 - e. your directions or instructions;
 - f. a decision taken by you which derogates from our advice or from what is customary; or
 - g. because repair or other work has been carried out on what has been supplied or handed over or has been modified or treated by you or on your behalf without our prior explicit consent.
11. In the aforementioned situations you are fully liable for any loss suffered as a result and you indemnify us against any third-party claim.
12. The limitations of liability mentioned in this article do not apply where such losses are due to any deliberate act or omission, or wilful recklessness on our part or the limitations are in breach of mandatory provisions of the law. We will only indemnify you against third-party claims in such circumstances.

Article 19: Payment

1. We may always ask you to make full or partial payment or provide some other security for payment in advance.
2. Unless we agree otherwise, you must pay within fourteen (14) days of the relevant invoice date. The accuracy of an invoice is deemed to have been established if you fail to object to it by this deadline.
3. Where an order is placed through our web shop, payment must be made as indicated in the order.
4. If you fail to pay in full by the deadline, you are liable to pay us default interest amounting to 2% a month to be charged cumulatively on the principal sum. Part of a month is calculated as a whole month. What does such cumulative monthly interest mean? We will charge interest on the principal sum in the first month following the expiry of the deadline for payment. In any subsequent month during which you fail to effect payment, we will charge interest on the principal sum plus any interest that has accrued during the preceding month or months.
5. In the case of a consumer we will charge an annual default interest of 6% unless the statutory interest rate exceeds this. In that case the statutory interest rate applies.
6. If you have failed to effect payment following a reminder, we may also charge you an extrajudicial debt collection fee of 15% of the relevant invoice amount subject to a minimum of €40.00.
7. When reminding consumers, we allow them a deadline of no less than fourteen (14) days following receipt of such reminder within which to effect payment. Should payment again not be made, the following extrajudicial debt collection fee will apply in the case of the relevant consumer:
 - a. 15% of the value of the principal sum on the first €2,500.00 of the claim (subject to a minimum of €40.00);
 - b. 10% of the value of the principal sum on the next €2,500.00 of the claim;
 - c. 5% of the value of the principal sum on the next €5,000.00 of the claim;
 - d. 1% of the value of the principal sum on the next €190,000.00 of the claim;
 - e. 0.5% of the principal sum in excess of this.Everything is subject to an absolute maximum of €6,775.00..

8. For calculating the extrajudicial debt collection fee, after one (1) year we may add any default interest that has accrued during that year to the principal sum.
9. Should you fail to effect payment, we may cancel the relevant agreement by means of a written statement addressed to you or suspend our obligations arising from that agreement until you pay us or provide us with appropriate security for this. We already hold such right of suspension before you are in default of payment if we have well-founded reasons to doubt your creditworthiness.
10. We will first use any payments that are received to reduce any interest and costs, and subsequently for the invoices that are due and have been outstanding the longest, unless you stipulate in writing on payment that it is to cover a subsequent invoice.
11. You may not set off our claims against any counterclaim that you believe you have against us. This will also apply should you apply for a provisional or other moratorium on payments or are declared bankrupt.
12. The foregoing does not apply to consumers.
13. If payment is not made in full in the case of a subscription, we will notify you in writing that you are in default and will afford you a reasonable period of time within which to effect payment. Should you be in arrears for three (3) months/instalments, we may cancel the relevant agreement by means of a written statement addressed to you or suspend our obligations arising from it until you effect payment or provide us with appropriate security for it. We will give you proper notice of a proposed suspension or cancellation. A suspension may mean blocking any of the services provided to you, such as access to your dashboard or any data that has been collected. You are liable for any loss we or you suffer and for any costs involved in reactivating the services.

Article 20: Retention of title

1. We retain ownership of any immovable property (hardware) that we supply to you until you have complied with all of your financial obligations.
2. Such financial obligations do not only concern the purchase price for the relevant goods but also our claims:
 - a. for any work carried out in relation to their supply;
 - b. for attributable breach on your part, such as compensation for any loss, extrajudicial debt collection fees, interest or any penalty.
3. If we supply you with identical, non-individualised items, the consignment of goods covered by the oldest invoice or invoices is deemed to have been sold or put into use first. This means that any goods supplied which are still present on your premises or as part of your stocks (unused) are covered by such retention of title when and if we invoke it.
4. You may resell such goods as part of your normal business operations, provided that you also agree on retention of title with your customers.
5. You may not pledge any goods that are subject to retention of title or cause them to be under the de facto control of a financier.
6. You must notify us immediately if any third party claims that they have any proprietary or other rights to such goods.
7. As long as the goods are in your possession, you must store them safely as our identifiable property.
8. You must take out commercial or business contents insurance of such a nature that any goods supplied subject to retention of title are also insured. You must allow us to inspect the insurance policy and related proof of premium payments, should we request so.
9. Should you act in breach of this article or if we invoke our retention of title for any other reason, we or our staff may enter your premises and repossess the goods. This will not affect our right to cancel the agreement – by means of a written statement addressed to you – or to compensation for our loss (such as any loss that we suffer because you have already put the goods into service), loss of earnings and interest.

Article 21: General provisions governing intellectual property rights

1. Unless we agree otherwise, we are entitled to all intellectual property rights to or arising from any goods or services supplied by us or our work (or its outcome), such as the intellectual property rights to any software that we have developed (and its source code and any databases supplied), the dashboard layout, any logos included, trademark designations and the like.
We alone may exercise such rights.
2. This means for instance that you may not:
 - a. use any documents we have produced or supplied other than for the agreement, or replicate them, give them to any other party or allow such party to inspect them;
 - b. copy, modify or reproduce any goods that we have manufactured or supplied or do anything similar with them; without our prior written consent.
3. If you supply documents or files to us, you warrant that they do not infringe any third party's intellectual property rights. You will be liable for any loss we suffer as a result of such infringement and you will indemnify us against any claim made by such other party.
4. We warrant that any documents and goods we supply do not infringe any third-party intellectual property rights, such as copyrights and patents. Should it appear at any point in time that such an infringement is committed, we will consult you about the replacement of such infringing goods or documents, we will acquire a licence for them or we will accept their return subject to a refund of the fee which you have paid for them (having regard to any customary depreciation). This will not confer any rights on you to any or further compensation (for loss or otherwise).
5. You only have the options mentioned in paragraph (4) available to you, provided that you give us such timely notice of any actual or alleged claim (stating all of the relevant details) made by a third party, so as to enable us to defend our rights appropriately. In this case we will indemnify you against any claim made by such third party arising from an infringement that has been detected, provided that you allow us to mount a defence and deal with any legal proceedings, and provide us with every assistance we require in this respect.
6. We may adopt technical measures to protect our rights.

Article 22: Insolvency, having no power of disposition and the like

1. We may cancel the relevant agreement with you – by means of a written statement addressed to you – at any time should you:
 - a. be declared bankrupt or should an application have been filed for your bankruptcy;
 - b. apply for a suspension of payments (provisional or otherwise);
 - c. be affected by post-judgment garnishment;
 - d. be placed under legal restraint or administration;
 - e. lose the power of disposition or legal capacity to contract in relation to some or all of your assets in some other way.
2. You must always notify your curator or administrator of the contents of the agreement and these general terms and conditions.



Article 23: Force majeure

1. If we fail to comply with our contractual obligations in relation to you, you may not attribute this to us in the case of force majeure.
2. Force majeure is at any rate deemed to exist on our part in the following circumstances:
 - a. war, insurrection, mobilisation, domestic or foreign disturbances, government measures or the threat of these or similar circumstances;
 - b. a disruption of existing foreign exchange rates when the relevant agreement is entered into;
 - c. a disruption of business, our provision of services or our web shop due to fire, a break-in, sabotage, power outage, the disruption of internet or telephone connections, cybercrime, a strike, natural phenomena, a disaster, an act of God, and the like;
 - d. weather conditions, roadblocks, an accident, measures inhibiting imports and exports, a temporary or permanent lack of requisite parts and the like, transport difficulties or any problem pertaining to supply or handover.
3. In the case of force majeure we may cancel the relevant agreement – by means of a written statement addressed to you – or temporarily or permanently adjust our services and deliveries or suspend them for a reasonable period of time. In this case we do not need to pay you any compensation.
4. In the event that a situation of force majeure commences after we have partly executed an agreement, we are entitled to a fee for any goods supplied or services provided.

Article 24: Cancellation and suspension

1. If you cancel an agreement before or while it is executed, we may charge you a fixed fee for:
 - a. costs incurred (such as those for parts or services that have been procured);
 - b. any loss we suffer due to such cancellation, including loss of earnings. Depending on the work carried out, supplies affected or costs incurred, such fee may amount to 20% to 100% of the agreed price or fee.
2. If you cancel or postpone a scheduled appointment less than twenty-four (24) hours beforehand or you are not present at the agreed time, we may charge you for the time booked for this purpose.
3. You indemnify us against any claim made by a third party as the result of such cancellation.
4. We may set off any compensation that is payable against all the amounts that you have paid and any counterclaims.
5. If you ask us to suspend execution of the relevant agreement, we may charge you and demand immediate payment for all work that has been carried out and goods supplied or services provided. This will also apply in the case of any expenses incurred, costs resulting from such suspension and any time that we or any other party whom we have engaged have or has already booked before the period of suspension.
6. You are also be liable for any costs we incur for the resumption of supplies, work or the provision of services. If we are unable to resume execution of the agreement following such suspension, we may cancel the agreement by means of a written statement addressed to you.

Article 25: Governing law and competent court of law

1. All our agreements are governed by and construed in accordance with the law of the Netherlands.
2. We exclude the application of the Vienna Sales Convention (CISG).
3. We may bring any dispute before a court of law that has jurisdiction in respect of our place of business. Furthermore, we always retain the right to bring a dispute before a court of law with jurisdiction in respect of your place of business or place of residence.
4. As a consumer you are always entitled to choose a court that has jurisdiction, even if we choose another court. In this case you must inform us of your choice one (1) month after receipt of the writ of summons.
5. If you have your place of business or are domiciled outside the Netherlands, we may also decide to bring a dispute before a court that has jurisdiction in the country or state in which you have your registered office or are domiciled.

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