

Dutch Sensor Systems

GENERAL TERMS AND CONDITIONS

(DISTRIBUTION VERSION)



Dutch Sensor Systems B.V.

Chamber of Commerce registration Number: 78671779

ARTICLE 1 - DEFINITIONS AND SCOPE

- 1.1 These General Terms and Conditions ("Terms") govern all offers, agreements, and legal relationships between Dutch Sensor Systems B.V. ("DSS"), with registered office in the Netherlands (KvK no. 78671779) and any professional purchaser, reseller, integrator or partner ("Customer") related to the delivery of hardware, software, services or licenses.
- 1.2 These Terms form an integral part of any signed Distribution or Partner Agreement between DSS and the Customer. In case of conflict, such signed agreement prevails.
- 1.3 The applicability of any general terms and conditions of the Customer is expressly excluded, unless accepted in writing by DSS.
- 1.4 Definitions:
 - a. "Products": all DSS hardware, sensors, firmware, software, accessories or services.
 - b. "Agreement": any contractual relationship between DSS and Customer, including written offers, order confirmations, distribution/partner contracts.
 - c. "Territory": the geographical scope defined in a Distribution or Partner Agreement.
 - d. "IPR": Intellectual Property Rights, including patents, trademarks, software, data and technical know-how.
 - e. "EULA": DSS's End User License Agreement, applicable to all software, APIs and platform access.

ARTICLE 2 - OFFERS AND ORDERING

- 2.1 All DSS offers are non-binding unless explicitly stated otherwise in writing.
- 2.2 Orders are only binding upon DSS confirmation in writing.
- 2.3 Customer shall not cancel orders after confirmation without prior written consent from DSS.

ARTICLE 3 – PRICES AND PAYMENT

- 3.1 Prices are exclusive of VAT, duties, transport and insurance.
- 3.2 Payment terms are 30 days from invoice date unless agreed otherwise.
- 3.3 In case of late payment, statutory interest applies. Discounts lapse if payment is more than 30 days overdue. DSS may suspend deliveries or revoke licenses.
- 3.4 DSS may adjust prices periodically with 30 days' written notice.

ARTICLE 4 – DELIVERY AND TRANSFER OF RISK

- 4.1 Delivery is Ex Works (Incoterms 2020) unless otherwise agreed.
- 4.2 Risk transfers to Customer upon handover to carrier or pickup.
- 4.3 Partial deliveries are permitted. Delivery dates are indicative unless agreed as binding in writing.

ARTICLE 5 – RETENTION OF TITLE

- 5.1 DSS retains ownership of delivered Products until full payment has been received.
- 5.2 Customer shall not pledge, resell or encumber unpaid Products.
- 5.3 DSS may reclaim Products if payment remains overdue after written notice.

ARTICLE 6 – WARRANTY AND RETURNS

- 6.1 DSS warrants that its Products conform to agreed specifications and are free from defects in material and workmanship for 12 months after delivery, unless a different warranty term is agreed in writing.
- 6.2 Software and firmware are provided "as is", unless otherwise stated in the EULA.
- 6.3 Warranty claims must be submitted via the DSS RMA procedure. Defects must be reported within 10 days of discovery.
- 6.4 Warranty does not apply in case of improper use, modification, installation errors, or third-party misuse.
- 6.5 DSS implements reasonable measures to ensure product security, but does not warrant uninterrupted or threat-free operation. Customer is responsible for configuring a secure environment and maintaining proper access controls.

ARTICLE 7 - DATA AND PRIVACY

- 7.1 End-customer data collected through DSS Products remains the property of the End Customer.
- 7.2 DSS shall process such data in accordance with applicable data protection laws, including GDPR.
- 7.3 DSS may store or process such data through European cloud providers.
- 7.4 Further terms regarding data handling are governed by the DSS EULA.

ARTICLE 8 – PLATFORM ACCESS AND SOFTWARE USE

- 8.1 Use of DSS software, dashboards, APIs or platforms is subject to the EULA.
- 8.2 The EULA is available at <https://www.iosoundsensor.com/legal/> and binding upon first use.
- 8.3 DSS may suspend access in case of misuse, non-payment or security risks.

ARTICLE 9 – INTELLECTUAL PROPERTY

- 9.1 All IPR related to Products, software, documentation or training materials remain the exclusive property of DSS or its licensors.
- 9.2 No transfer of IPR occurs unless explicitly agreed in writing.
- 9.3 The Customer may not reverse engineer, modify or replicate any Product.

ARTICLE 10 - FORCE MAJEURE

- 10.1 Force Majeure includes, but is not limited to: natural disasters, war, pandemics, export restrictions, cyberattacks, supplier failures, and government actions.
- 10.2 Either Party may suspend performance during such events.
- 10.3 If Force Majeure lasts more than 60 days, either Party may terminate the affected obligations by written notice.

ARTICLE 11 – LIABILITY AND INDEMNITY

- 11.1 DSS is only liable for direct damages caused by gross negligence or willful misconduct.
- 11.2 DSS shall not be liable for indirect or consequential damages (e.g., loss of profit, data, business).
- 11.3 DSS's liability is capped at the higher of €100,000 or the fees paid in the past 12 months.
- 11.4 DSS shall indemnify Customer against third-party IP claims, provided the Products were used as intended and unmodified. DSS shall have full control over defense and may settle or replace Products at its discretion.

ARTICLE 12 – TERM AND TERMINATION

- 12.1 Agreements remain valid for the term stated in the Partner Agreement or Order.
- 12.2 Either party may terminate with 90 days' written notice.
- 12.3 Immediate termination is permitted for material breach, insolvency, sanctions, or force majeure lasting over 60 days.
- 12.4 Upon termination, Customer shall return confidential materials and cease use of DSS software.

ARTICLE 13 – NON-SOLICITATION AND RELATION PROTECTION

- 13.1 Neither party shall solicit or employ employees of the other party for 12 months after the end of cooperation.
- 13.2 Customer shall not approach DSS key accounts (as designated in writing) during the Agreement and for 6 months thereafter.

ARTICLE 14 – DISPUTES AND APPLICABLE LAW

- 14.1 This Agreement is governed by Dutch law.
- 14.2 Disputes with Customers domiciled in the EEA shall be resolved by the courts of Amsterdam.
- 14.3 Disputes with Customers domiciled outside the EEA shall be finally settled by ICC arbitration, seated in Amsterdam, in English.
- 14.4 Either party may seek interim relief before any competent court.

ARTICLE 15 – MISCELLANEOUS

- 15.1 These Terms apply solely to B2B transactions. If any provision is held to be contrary to mandatory law, the remaining provisions shall remain in full force.
- 15.2 No waiver shall be deemed unless expressly confirmed in writing.
- 15.3 If any provision is held invalid, the remainder remains in force.
- 15.4 These Terms may be updated from time to time. The version at the time of contract applies unless otherwise agreed.
- 15.5 Translations are for convenience only. The English version shall prevail in case of discrepancy.

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