Dutch Sensor Systems

GENERAL TERMS AND CONDITIONS

(FULL INTERNATIONAL B2B VERSION)

These Terms apply exclusively to business-to-business (B2B) transactions. They govern all direct sales by DSS to Customers, including where no separate distribution or partner agreement has been concluded. In cases where a valid distribution or partner agreement is in place, and such agreement includes its own terms and conditions, those terms shall prevail over these General Terms to the extent of any conflict.

Dutch Sensor Systems B.V.
Chamber of Commerce registration Number: 78671779

ARTICLE 1 – DEFINITIONS

1.1   The following capitalised terms shall have the following meanings:

a.   "DSS": Dutch Sensor Systems B.V., with registered office in the Netherlands (KvK no. 78671779).

b.   "Customer": any business purchaser, integrator, reseller or other professional party contracting with DSS.

c.   "Products": all DSS hardware, software, sensors, firmware, platforms, APIs, accessories and documentation.

d.   "Agreement": any contractual relationship between DSS and the Customer, including confirmed quotations, purchase orders, or signed contracts.

e.   "IPR": all intellectual property rights including patents, copyrights, trademarks, trade secrets, know-how, and data.

f.   "EULA": DSS End User License Agreement governing access to and use of DSS software and online services.

g.   "Force Majeure": as defined in Article 15.

ARTICLE 2 – APPLICABILITY AND CONTRACT FORMATION

2.1   These Terms apply to all legal relationships between DSS and the Customer.

2.2   The applicability of any general terms of the Customer is expressly excluded.

2.3   Agreements are concluded only upon DSS's written confirmation or execution of delivery.

2.4   By placing an order or accepting delivery, the Customer is deemed to have accepted these Terms.
DSS may refer in its order confirmation or invoice to these Terms, and the Customer shall have had the opportunity to read, store and reproduce them.

2.5   These Terms also apply to any future transactions between the Parties unless explicitly replaced by a written agreement.

2.6   If the Customer has entered into a separate written distribution or partner agreement with DSS, and such agreement includes its own general terms or schedules, those shall prevail over these Terms in the event of a conflict, but only to the extent of such conflict.

ARTICLE 3 – PRODUCTS AND SERVICES

3.1   DSS shall deliver the Products in accordance with the agreed specifications.

3.2   Unless agreed otherwise, all software is delivered under a non-exclusive, non-transferable license.

3.3   DSS may modify Products for improvements or regulatory compliance.

3.4   Integrations with third-party systems are at Customer's own risk.

ARTICLE 4 – PRICES AND PAYMENT

4.1   All prices are in euros, excluding VAT and delivery costs.

4.2   Payment is due within 30 days of invoice unless agreed otherwise.

4.3   Late payment results in statutory interest; any discounts expire.

4.4   DSS may suspend delivery or licenses in the event of payment default.

ARTICLE 4A – SUPPORT AND MAINTENANCE

4A.1   DSS shall provide reasonable technical support for its Products during business hours.

4A.2   Software updates and security patches may be provided at DSS's discretion. DSS is not obligated to support outdated versions.

4A.3   DSS may schedule planned maintenance windows for its platforms or cloud environments. Advance notice will be provided where feasible.

4A.4   The Customer is responsible for configuring their systems to enable access and integration, including any required firewall or network settings.

ARTICLE 5 – DELIVERY AND TITLE

5.1   Delivery shall be Ex Works (Incoterms 2020) DSS facility unless agreed otherwise.

5.2   Risk transfers at delivery; Customer arranges insurance.

5.3   Title remains with DSS until full payment is received.

ARTICLE 6 – WARRANTY

6.1 DSS warrants for 12 months that hardware conforms to specifications and is free from defects.

6.2 Software is provided "as is", except where expressly warranted in writing.

6.3 Claims must follow the DSS RMA process and be submitted within 10 days of discovery.

6.4 No warranty applies in cases of misuse, unauthorised changes, third-party interference, or improper installation.

6.5 Updates and security patches are at DSS's discretion.

6.6 If a longer or different warranty period is agreed in writing, such terms prevail over this Article.

ARTICLE 6A – LIMITATION PERIOD

6A.1 Any claim for warranty, non-conformity or damages must be submitted within twelve (12) months after delivery of the Product.

6A.2 After this period, DSS shall not be held liable unless otherwise stated by mandatory law.

ARTICLE 7 – SAFE USE AND APPLICATION RESTRICTIONS

7.1   The Customer is solely responsible for selecting, integrating, installing, and configuring the Products for its intended application.

7.2   DSS Products are not certified or warranted for use in life-support, safety-critical, or emergency systems unless expressly agreed in writing.

7.3   DSS shall not be liable for any damage, injury, or regulatory violation resulting from:

    a.   improper use or installation;

    b.   use beyond specified environmental or technical limits;

    c.   failure to implement adequate protective, fail-safe or redundancy measures; or

    d.   usage in jurisdictions where local certification requirements are not met.

ARTICLE 8 – DATA AND PRIVACY

8.1   End-customer data remains the property of the End Customer.

8.2   DSS processes data in accordance with GDPR and applicable privacy laws.

8.3   Data is hosted on EU servers unless otherwise stated.

8.4   DSS retains the right to delete or archive data after contract expiry or prolonged inactivity and shall delete data upon written request, unless legal retention obligations apply.

ARTICLE 8A – RESALE AND DOWNSTREAM USE

8A.1   If the Customer resells or sublicenses the Products, it shall ensure that its own clients or end users accept terms at least as protective as these Terms.

8A.2   DSS shall have no direct obligations or liability to such downstream users unless expressly agreed in writing.

ARTICLE 9 – EXPORT, SANCTIONS AND COMPLIANCE

9.1   Customer shall comply with all export laws and regulations.

9.2   DSS may suspend or terminate performance where legal restrictions or sanctions apply.

9.3   Customer shall not resell to sanctioned entities or embargoed countries.

ARTICLE 9A – AUDIT AND RECORDS

9A.1   The Customer shall maintain complete and accurate records relating to its compliance with export restrictions, use limitations and intellectual property obligations.

9A.2   DSS may, upon ten (10) business days' written notice and no more than once annually, audit such records to ensure compliance. Audits shall be conducted during regular business hours and in a manner that minimises disruption.

ARTICLE 10 – INTELLECTUAL PROPERTY

10.1   All IPR remains the sole property of DSS.

10.2   No transfer of rights is implied unless agreed in writing.

10.3   Reverse engineering or replication is prohibited.

10.4   Trademark or logo use requires DSS's prior written consent.

10.5   The Customer must promptly notify DSS of any third-party IP claims concerning the Products.

ARTICLE 11 – CONFIDENTIALITY

11.1   Both parties shall keep confidential all business, technical and commercial information.

11.2   This obligation survives termination for three (3) years.

ARTICLE 12 – NON-SOLICITATION

12.1   Neither party shall solicit or employ employees of the other for twelve (12) months after termination.

12.2   Customer shall not approach DSS's reserved accounts or key clients (as designated by DSS in writing) during the Agreement and for six (6) months thereafter.

ARTICLE 13 – LIABILITY AND INDEMNITY

13.1   DSS is only liable for direct damages caused by gross negligence or intent.

13.2   DSS is not liable for indirect damages, including lost profits, data corruption, business interruption, or reputational harm.

13.3   Total liability is limited to €100,000 or the fees paid in the prior 12 months.

13.4   DSS indemnifies Customer for third-party IP claims under conditions:

    a.   timely written notice within thirty (30) days;

    b.   Products used as intended and unmodified;

    c.   DSS controls the defence and may remedy, settle or replace.

13.5   This indemnity is the sole remedy for third-party IP claims.

ARTICLE 14 – TERM AND TERMINATION

14.1   Either party may terminate with ninety (90) days' written notice.

14.2   Immediate termination is permitted in case of material breach, insolvency, sanctions, or Force Majeure exceeding sixty (60) days.

14.3   Upon termination, software use must cease and confidential materials be returned or destroyed.

ARTICLE 15 – FORCE MAJEURE

15.1   Force Majeure includes war, terrorism, natural disasters, pandemics, cyberattacks, export bans, or supply chain failure beyond control.

15.2   Affected obligations are suspended during the Force Majeure period.

15.3   If the situation exceeds 60 days, either party may terminate the Agreement.

ARTICLE 16 - GOVERNING LAW AND DISPUTE RESOLUTION

16.1   This Agreement is governed by Dutch law.

16.2   Disputes with parties in the EEA are submitted to the courts of Amsterdam.

16.3   Disputes outside the EEA shall be settled by ICC arbitration in Amsterdam, in English.

16.4   Interim relief may be sought from any competent court.

ARTICLE 17 - FINAL CLAUSES

17.1   These Terms apply only to B2B transactions. Any deviation from mandatory consumer law does not affect the validity of other provisions.

17.2   If a clause is invalid, the rest remains in effect.

17.3   These Terms may be updated; the latest version shall apply unless otherwise agreed.

17.4   The English version shall prevail in case of discrepancies.

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