

1. Scope of Application

Present GTC shall govern the conclusion, the content and execution of sales contracts, work and service contracts, development contracts and other similar agreements concluded by DIGI SENS. By accepting an offer from DIGI SENS, the contractual partner expressly accepts the application of present GTC and declares that its own general terms and conditions are not applicable, even in the event that they contain a reservation of the contrary. The general conditions of the contractual partner are therefore excluded in all cases.

2. Binding Effect for DIGI SENS

DIGI SENS shall only be bound by mandates, orders and agreements provided they have been acknowledged by a written confirmation of engagement.

In the relationship between the parties, the written form is deemed to be respected if the relevant signed documents are sent electronically by means of scanned PDF files.

3. Confidentiality and Secrecy

The contracting parties hereby undertake to treat as confidential all and any information relating to trade or manufacturing secrets and collected during the agreed cooperation. This obligation of confidentiality shall also cover information obtained prior to the conclusion of the contract and shall be binding on the parties for ten years after the end of the contractual relationship.

4. Intellectual Property**4.1 Client specific development**

The contractual partner is granted a non-exclusive and transferable right to use and adapt the hardware and software developed by DIGI SENS to the extent that the uses and adaptations remain within the purpose and scope of the contract. It also has the right to sell the resulting products to third parties without any additional compensation being due to DIGI SENS.

Intellectual property relating to products, works, results of developments and the knowledge and services developed in relation with the contractual relationship (including, for example, hardware, software, technical drawings and associated documentation) shall remain wholly and exclusively the property of DIGI SENS, regardless of its ability to be protected. In particular, DIGI SENS is free to use in any other way related to its commercial purpose the know-how acquired in the context of a specific project and all other work results of any kind.

4.2 Other deliveries

DIGI SENS holds the intellectual property rights to all products and knowledge developed by DIGI SENS, including know-how and documentation. DIGI SENS also has the right to publish the results of its work, provided that the other party's interests are preserved.

DIGI SENS grants the contractual partner a non-transferable and non-exclusive right of use on the supplied software.

5. Information obligation of the client

The contractual partner shall inform DIGI SENS in due time of any particular technical or legal requirements, as well as of the regulations (legal, official and other) in force at the place of destination, insofar as they are relevant for the manufacture and use of the products.

6. Deadlines

Delivery deadlines are deemed to have been met if DIGI SENS gives the contractual partner notice of availability for dispatch or collection before their expiry.

Deadlines are binding if they have been specified expressly in writing by DIGI SENS and designated as binding and guaranteed. Binding deadlines shall be extended appropriately:

- a) if DIGI SENS does not receive the information it needs for timely execution or if the other party subsequently modifies it;
- b) if the contractual partner is late in the performance of works to be carried out by it or in the performance of its contractual obligations, i.e. in particular if it does not comply with the terms of payment;
- c) in the event of obstacles beyond DIGI SENS's control, such as natural disasters, mobilisations, wars, riots, epidemics, accidents, major operational disruptions, industrial disputes, delays or defects in deliveries and official measures.

DIGI SENS may perform partial deliveries.

In the event of a delay with respect to binding deadlines, DIGI SENS shall inform the contractual partner of a reasonable period of time within which it will subsequently execute its relevant obligations. If DIGI SENS does not comply with its obligations after the expiry of the new deadline, the contractual partner may, provided it makes such a declaration within 3 days, waive further performance or be relieved from the contract without being entitled to any compensation for delay or damages. Any further claims of the contractual partner are excluded.

7. Inspection and acceptance

Provided no special delivery procedure has been agreed upon, the client must inspect the products itself and report any defects in writing. Should the customer not notify the defect in writing to DIGI SENS within 14 days after delivery, all functionalities shall be deemed to have been complied with and the delivery shall be deemed accepted and approved.

If defects are subsequently detected and provided, they could not have been discovered upon delivery despite diligent examination, the contractual partner is obliged to inform DIGI SENS in writing immediately and within the guarantee period. Otherwise, the delivery shall be deemed to have been accepted and approved despite such defects.

8. Additional deliveries

Deliveries and services that go beyond the scope of the initial offer must be ordered in writing by the client or accepted in advance and in writing by DIGI SENS. Such deliveries or services will be invoiced by DIGI SENS taking on a time and material basis (based on currently applicable prices and hourly rates).

9. Payment conditions

The minimum amount per order is EUR 150.00. The current prices of DIGI SENS' products and services apply to the contractual partner; unless otherwise stated, prices include delivery to the DIGI SENS' factory in Murten and are indicated in Swiss francs excluding VAT, miscellaneous costs, customs duties and other taxes, transport, packaging, insurance (in accordance with INCOTERMS FCA 2010), installation, initial operation, training and application software. They are due net within 30 days of the invoice date. Payment deadlines must also be respected in the event

that the services are delayed without DIGI SENS's liability being engaged, that insignificant parts are missing or that minor rectifications are necessary at a later date.

The contractual partner may only set off its counterclaims, even if they arise from the same contract or from its dispute, upon written agreement of DIGI SENS or pursuant to a final and binding judicial decision.

10. Reservation of ownership

Items delivered under the contract remain the property of DIGI SENS until all its claims arising from the contractual relationship have been executed in full.

The delivered products may only be sold, pledged or used for any other form of security by the contractual partner provided same has performed all its payment obligations arising from the contractual relationship in full.

The contractual partner is obliged to conserve the delivered goods carefully and at its own expense during the reservation of ownership period, to keep them in good condition, to protect them against theft, breakage, fire, water and other risks, to insure them and to take all reasonable measures to ensure that DIGI SENS' property rights are neither depreciated nor emptied of their object so long as these are not installed or used.

11. Default

The contractual partner is in default upon mere expiry of unused payment deadlines, without further notice. Default interests are due as soon as the contractual partner is in default and amount to 5% per annum. In addition, the contractual partner must reimburse DIGI SENS for all costs resulting of the unpaid amounts' recovery (including but not limited to lawyer and judicial fees, based on their effective costs).

In the event of such a default, DIGI SENS reserves the right to withdraw from the contract, to demand return of the delivered products and, if deemed necessary, to claim compensation for the damage thus caused.

In the event of default of the contractual partner, DIGI SENS is also entitled to only perform deliveries upon prior payment. Any additional costs resulting from such an approach shall be borne by the contractual partner. In addition, DIGI SENS may immediately recover its unpaid products from the contractual partner's premises upon single written announcement and withdraw from any other contracts effective immediately, without any formality other than a written announcement.

12. Warranty

DIGI SENS guarantees that its deliveries and performances meet the characteristics agreed upon in the contract and are free from defects. DIGI SENS carries out the work ordered with care.

DIGI SENS shall fulfil its warranty obligation if parts are verifiably damaged or unusable due to defects in materials or workmanship. DIGI SENS is in this case free to choose to repair the concerned products or to supply spare parts free of charge by making them available to the contracting partner at its factory in Murten. Repair or replacement of defective products will not result in any extension of the warranty period. DIGI SENS will freely decide whether it acts on its own premises or those of the contracting partner who must in the latter case grant free access to its employees. The costs pertaining to dismantlement, assembly, transport, packing, travel and accommodation shall be borne by the contracting partner. For the reshipment of defective products, the contracting party is required to take all precautions so that they are packed and protected to a level of protection at least equal to the original DIGI SENS packaging. The reuse of the original DIGI SENS packaging is strongly recommended. Replaced parts shall become property of DIGI SENS.

Defects and malfunctions for which DIGI SENS cannot be held liable are excluded from the warranty, in particular those resulting from normal use (wear and tear), force majeure, incorrect handling, interventions by the other party or third parties, excessive stress, inadequate equipment or extreme environmental influences.

Claims for any other or more extensive legal, contractual or de facto warranty claims are excluded; this in particular excludes claims to terminate the contract ex tunc or to reduce the price. Likewise, DIGI SENS declines all liability for damages caused directly by defects or resulting indirectly thereof, as well as for losses or costs related to the use or impossibility of use of the delivered products or services.

The warranty period for new products is 24 months starting on the day of delivery. Should a longer warranty period be prescribed by a provision which is compulsorily applicable at the seat of the contracting partner, this period applies in the shortest possible version.

13. Export

Unless expressly agreed otherwise in writing, the contractual partner shall make all necessary arrangements to obtain the official authorizations required for the performance of the agreed upon services or deliveries. This includes national and international regulations with respect to exportation. DIGI SENS shall assist the contractual partner in an appropriate manner in this process.

14. Prohibition of Assignment

The contractual partner may not assign any claim against DIGI SENS to third parties.

15. Governing Law and Jurisdiction

Present GTC shall be exclusively governed by Swiss law, excluding the Vienna Convention on Contracts for the International Sale of Goods. Any dispute, controversy or claim shall be resolved by the court of DIGI SENS' registered office. Alternatively, DIGI SENS will be entitled – at its exclusive discretion – to assert its rights before the competent court of the contractual partner's registered office.

DIGI SENS Slovakia s.r.o., Zilina, January 2021