

# General Terms and Conditions

SENSORX SOLUTIONS GmbH ("SENSORX")



These General Terms and Conditions (“GTC”) are applicable to all sales and deliveries made by SENSORX SOLUTIONS GmbH, Switzerland (“SENSORX”), unless a different written agreement is in place. These GTC are considered an essential component of all sales contracts established between the Customer (“Customer”) and SENSORX. Any alternative conditions presented by the Customer during an inquiry or order will not be acknowledged. Product Descriptions All information provided in offers, brochures, drawings, and photographs is based on the specifications that are current at the time the offer is made. This information is intended solely for guidance and should not be interpreted as guaranteed characteristics or attributes of the SENSORX products. The Customer assumes all risks associated with the use of this data and information. Prior to delivery, SENSORX products may undergo changes and modifications in construction and design, provided that such changes do not compromise the product’s functionality or the intended application as understood at the time the agreement was made. These modifications do not constitute grounds for complaint or allow the Customer to withdraw from the agreement.

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### Retention of Ownership

Ownership of the delivered goods remains with us until the complete payment of the purchase price and any outstanding amounts from prior deliveries is received. These goods must not be pledged or have their ownership transferred. Should the delivered goods be integrated with other items, the Customer immediately transfers their ownership, or co-ownership, of the newly created object to us upon its formation. In the event that the Customer sells the delivered goods, they forfeit all outstanding claims and associated rights to SENSORX at the time of creation, until full payment is received. The Customer hereby authorizes SENSORX to register the property reservation in the relevant official registry at the Customer’s expense.

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### Warranty

SENSORX hereby warrants that the Products delivered under this agreement will be free from defects in material and workmanship. The products are warranted to the original Customer for a period of one (1) year from the original purchase date. In case of SENSORX stating an expiration date, which is shorter than the abovementioned warranty period, this expiration date overrules the abovementioned warranty period. Warranty coverage is conditioned upon Customer furnishing SENSORX with adequate written proof of the original purchase date. The warranty is void if: (i) defects in materials or workmanship or damages result from repairs or alterations which have been made or attempted by; (ii) the damage is due to improper use improper product integration or improper maintenance, (iii) attempt of disassembling and (iv) disassembling of the product. During the above one-year warranty period, should the product exhibit a defect in materials or workmanship, such defect will be repaired when the complete product is returned, DDP place of destination (Delivered Duty Paid) to SENSORX or an authorized service center. Other than the DDP requirement, no charge will be made for repairs covered by this warranty. The above is the only warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose that is made by SENSORX for the Products. No oral or written information or advice given by SENSORX shall create a warranty or in any way increase the scope of this warranty. Trademark Protection All rights to products, in particular trademark rights and copyright, such as publication, reproduction, processing and exploitation rights, remain the property of SENSORX and are not affected by the contract at hand. Products are distributed through the worldwide registered and protected word and image trademark “SENSORX” and “SENSORX SOLUTIONS”. The Customer receives no rights to the brand. Brand rights, in particular trademark rights and copyright, such as publication, reproduction, processing and exploitation rights remain the exclusive property of SENSORX and are not affected by the contract at hand. Any and every modification of the trade name is expressly prohibited. In particular, no logos or name labels may be removed, obscured or otherwise altered on any SENSORX product or documentation. The SENSORX patterns and logos are to be used exclusively. Copyright Protection All rights to the intellectual property associated with the goods remain the property of SENSORX. The Customer agrees not to reverse engineer or create derivative works of the goods.

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### Liability

SENSORX 's liability arising out of this agreement shall not exceed the price paid by the Customer for the product concerned. In no event shall SENSORX be liable for costs of procurement of substitute goods by anyone. In no event shall SENSORX be liable to the Customer or any other entity for any special, consequently, incidental, or indirect damages or lost profits, however caused, whether for breach of contract, negligence or otherwise, and whether or not SENSORX has been advised of the possibility of such damage. These limitations shall not apply in case of willful intent or gross negligence by the SENSORX.

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### Quotation and Acceptance

Our quotations are valid for a period of 30 days from the day of the quotation if no other term is shown. Prices for repeat orders are non-binding. Your orders are legally validated by our confirmation or by confirmation by our appointed distributor/agent, whose content is solely definitive for the contractual relationship. Annulment or alteration of orders following their acceptance is subject to our written consent. Parts already manufactured or undergoing manufacture and tools made specially to fulfill an order will be invoiced by SENSORX. Final acceptance is the Customer's responsibility, and all relevant tests must be carried out by the Customer to ensure that the goods meet any quality specifications and are fit for the purpose described in the order. In the event of the goods proving unsatisfactory for whatever reason, SENSORX must be notified, in writing, within 14 days of the goods arriving at the delivery address. The goods must be retained for inspection unless SENSORX notifies otherwise, and if requested by SENSORX, an adequate sample of the unsatisfactory goods must be supplied for evaluation. If the Customer fails to notify SENSORX in time, the goods shall be deemed to have been accepted by the Customer as being in good condition and in accordance with the contract.

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### Prices

Our prices are Free Carrier Sarnen (FCA; Incoterms 2020), exclusive customs duties, taxes (federal, state, local), and any other charges, also in the case of partial deliveries as indicated in the order confirmation unless quoted differently. Customs duties, taxes and any other charges are for the account of the Customer and the Customer will pay or reimburse any such expenses which SENSORX is required to pay.

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### Delivery Time/Force Majeure

Our delivery time notifications are made from best estimates, under consideration of our respective delivery situation and production capacities, are approximate only and shall not form part of the contract. Insofar as deliveries are not ex stock, delivery periods must be individually agreed, whereby our written confirmation is decisive. Delay in delivery through circumstances beyond our control, such as strike, fire, raw materials shortages or other operational disruption, which render the processing of accepted orders impossible or significantly hindered, entitle SENSORX to extend the delivery period by the duration of the delay. A delay in delivery does not entitle the Customer to refuse acceptance of the goods, to withdraw from the contract and/or to claim any form of compensation. SENSORX is entitled to effect part deliveries and to invoice for these separately. In the case of on-call orders, not called up within 3 months, SENSORX reserves the right to insist on immediate receipt or to withdraw from the contract. In both in-stances a warning is necessary. Dispatch/Risk Transfer With the transfer of goods by FCA from SENSORX facilities in CH-6060 Sarnen, Switzerland, to the customer, forwarding agent, carrier or other person charged with the processing the risk passes to the Customer. If the goods are announced as being ready for dispatch and the dispatch is delayed for reasons beyond the control of SENSORX, SENSORX reserves the right but not the obligation to decide on suitable measures to preserve the goods at the Customer's cost and the risk in the goods shall pass to the Customer and delivery shall be deemed to have taken place.

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### Payment Conditions

Default Payments shall be made in CHF. The purchase price is to be paid net without set-off or deductions of any kind. Should the time limit for payment be exceeded, the Customer is in default, no notice or reminder from SENSORX being necessary. When the Customer is in default, default interest shall apply from the due date at the level of the current CHF 3 months Libor rate of the Swiss National Bank plus 5% and a processing fee of 3%. This shall not affect the right of SENSORX to require compensation for any further loss due to this delay. The non-delivery of insignificant parts of an order or any claims under the terms of the warranty vis-à-vis SENSORX do not entitle the Customer to postpone or withhold due payments. In the event of delay in acceptance on the part of the Customer, the entire purchase price or the remainder thereof becomes due for immediate payment. The Customer is expressly prohibited

from setting off payment against counterclaims unless such counterclaim has been recognized by SENSORX or has been finally adjudicated by a competent court of law or arbitral tribunal. If a Customer has been in default with payments in the past, SENSORX may request that Customer procures a bank guarantee, L/C or similar instrument (subject to approval by SENSORX) to secure the payment prior to shipment of the deliverables. If a Customer does not comply with their liability to pay or if SENSORX becomes aware of circumstances that place his creditworthiness in question, all residual claims immediately become payable. SENSORX has the right to withdraw from the contract or to demand securities or prepayment for further deliveries. Costs arising from the collection of liabilities are to be paid by the Customer.

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### **Governing Law and Court of Jurisdiction**

This agreement shall be governed by and construed under the laws of Switzerland, to the exclusion of the UN convention on Contracts for International Sale of Goods. All disputes arising out or in connection with this agreement shall be submitted to the exclusive jurisdiction of the court with jurisdiction for Sarnen, Switzerland.

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### **Miscellaneous**

If a preceding agreement is annulled by written agreement or for other reasons become legally ineffective, all other agreements still remain valid. In place of the legally ineffective provision, an equivalent contractual interpretation applies as an allowable and valid provision.

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### **Amendments to the General Conditions**

All amendments to these General Conditions together with any contradictory or supplementary agreements must be made in writing.

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*CH - 6060 Sarnen,  
Switzerland,  
October 30, 2023*