

INTEGRASENSE INCORPORATED GENERAL TERMS & CONDITIONS

1. General

1.1. The following General Commercial Terms and Conditions apply exclusively for all business transactions with INTEGRASENSE INCORPORATED (INTEGRASENSE). They are also binding for all current and future business transactions with INTEGRASENSE without specific reference. Any amendments must be made in writing.

2. Quotations and prices

2.1. Unless specifically mentioned, quotations are subject to change due to the delivery capabilities of our suppliers. Should a manufacturer/supplier of INTEGRASENSE reserve the right to reject the order based on the inquiry, the quotation becomes invalid.

2.2. As long as nothing to the contrary has been agreed upon, prices are understood to be net plus any applicable sales tax, transport and handling costs. Quotations that are not clearly identified as being firm shall be regarded as unbinding price offers.

2.3. All quotations are valid for 30 days, as long as no alternative arrangement has been agreed upon in writing. If the order for an agreed service/product is placed after longer than a month after the date of the quotation, INTEGRASENSE can increase prices accordingly, if the relevant supplier prices have increased.

3. Delivery date

3.1. INTEGRASENSE will select the means of transportation and the mode of dispatch. If the buyer requires alternative arrangements, any additional costs will be charged to the buyers account.

3.2. The delivery date specified on the sales order is the dispatch date from the Massachusetts headquarters of INTEGRASENSE. INTEGRASENSE rejects any responsibility if delivery dates are exceeded as a result of delays caused by logistics providers.

The delivery date will be extended should unavoidable circumstances arise that can be traced back to force majeure, including but not limited to war, epidemics, storms, customs inspections delays.

4. Dispatch

4.1. All deliveries are made on the account of and at the risk of the customer. Complaints relating to damage, delays or loss must be submitted to INTEGRASENSE by the recipient within 8 calendar days of receipt of product (with the exception of complaints about poor packaging which must be claimed on the day of receipt).

5. Direct deliveries/Drop shipments

5.1. In the case of direct delivery and billing by the supplier/manufacturer of INTEGRASENSE, the terms and conditions of sale of the relevant supplier shall apply. In this case, these conditions of sale and supply

have no validity. In the event of direct deliveries, claims for compensation or other types of demand cannot be asserted against INTEGRASENSE.

6. Terms of payment/credit limits

6.1. As long as nothing to the contrary is agreed upon on the INTEGRASENSE sales order, all invoices are payable within 30 days net if these terms of Net 30 have previously been established through the means of a credit application and trade reference check. For deliveries to new customers that don't yet have net30 terms established, as well as deliveries outside of the USA, prepayment shall apply without express written agreement. In consideration for the extension of credit, said business promises to pay for all purchases within the terms agreed (default term net 30) and agrees to pay a monthly service charge of 1.5% per month (18% annual percentage rate) on all past due balances. In the event any third parties are engaged to collect any outstanding monies owed by said business the buyer agrees to pay reasonable collection costs, including attorney fees, whether or not litigation has commenced, and all costs of litigation incurred.

6.2. Claims asserted by the buyer resulting from warranties or due to any shortcomings, do not release the buyer from the obligation to pay, until a legally binding decision is made. In contrast to the terms of payment mentioned above, INTEGRASENSE reserves the right to supply goods only against security, prepayment or COD. Prepayment shall always apply to new customers. Prepayments will not be subject to interest.

6.3. In the event of delayed payment, subsequent orders can be put on hold. INTEGRASENSE may also take back goods to which retention of title applies. The refusal of goods ordered does not release the buyer from the obligation to pay the purchase price. All reminder and debt collection fees in the event of a delay in acceptance of goods or late payment will be assessed to the buyer.

7. Retention of title

7.1. Goods supplied remain the property of INTEGRASENSE until complete payment is received. In the case of amalgamation or processing, INTEGRASENSE shall have joint ownership of the new product. In the event of resale of the goods on credit, the retention of title is transferred to the asking price. INTEGRASENSE can inform the debtor, who the buyer must nominate, of this at any time. The holder of the goods shall immediately inform INTEGRASENSE of measures that could endanger retention of title, and the third party is to be made aware of the retention of title.

8. Warranty

8.1 Hardware: INTEGRASENSE warrants that new hardware Products will be free from defects in material, workmanship and design for a period of one (1) year from the date of invoice from INTEGRASENSE or its appointed distributor, as the case may be. Repaired or replacement Products provided as a result of this warranty subparagraph are similarly warranted for a period of six (6) months from the date of shipment to Buyer or the remainder of the original warranty term for that particular Product, whichever is longer.

8.2 Software and Firmware: Unless otherwise provided in a third party license, INTEGRASENSE warrants that standard software or firmware Products, when used with INTEGRASENSE -specified hardware, will perform in accordance with published specifications prepared, approved, and issued by INTEGRASENSE for a period of one (1) year from the date of invoice from INTEGRASENSE or its appointed distributor, as

the case may be. INTEGRASENSE makes no representation or warranty, express or implied, that the operation of the software or firmware Products will be uninterrupted or error free, or that the functions contained therein will meet or satisfy Buyer's intended use or requirements.

8.3 Buyer Specifications/Compatibility: INTEGRASENSE does not warrant and will not be liable for any design, materials, construction criteria or goods furnished or specified by Buyer (including that sourced from other manufacturers or vendors specified by Buyer). Any warranty applicable to such Buyer-specified items will be limited solely to the warranty, if any, extended by the original manufacturer or vendor directly or indirectly to Buyer. INTEGRASENSE does not warrant the compatibility of its Products with the goods of other manufacturers of Buyer's application except to the extent expressly represented in INTEGRASENSE INCORPORATED's published specifications or written quotation.

8.4 Remedies: Remedies under the above warranties will be limited, at INTEGRASENSE INCORPORATED's option, to the replacement, repair, re-performance or modification of, or issuance of a credit for the purchase price, of the Products involved, and where applicable, only after the return of such Products pursuant to INTEGRASENSE's instructions. Replacement Products may be new, remanufactured, refurbished or reconditioned at INTEGRASENSE INCORPORATED's discretion. THE FOREGOING WILL BE THE EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY OR BREACH OF CONTRACT ARISING THEREFROM. INTEGRASENSE EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY RELATIVE TO CONSEQUENTIAL OR INDIRECT DAMAGES.

8.5 General: Warranty satisfaction is available only if (a) INTEGRASENSE is provided prompt written notice of the warranty claim and (b) INTEGRASENSE's examination discloses that any alleged defect has not been caused by misuse; neglect; improper installation, operation, maintenance, repair, alteration or modification by other than INTEGRASENSE ; accident; or unusual deterioration or degradation of the Products or parts thereof due to physical environment or electrical or electromagnetic noise environment.

8.6 THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, OR PERFORMANCE OR APPLICATION WARRANTIES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

8.7 Resale of Third-Party Branded Products and Services: NOTWITHSTANDING ANY OTHER PROVISION HEREIN, INTEGRASENSE MAKES NO REPRESENTATIONS, PROVIDES NO INDEMNITIES (INTELLECTUAL PROPERTY OR OTHERWISE), AND DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED RELATIVE TO ANY THIRD-PARTY BRANDED PRODUCT OR SERVICE (INCLUDING TRAINING) WHICH MAY BE RESOLD OR SUBLICENSED BY INTEGRASENSE AS A DISCRETE ITEM.

9. Liability for defects and compensation (DOA)

9.1. Obvious products defects must be indicated by the buyer of the goods immediately, hidden defects must be communicated upon detection, always in writing, and with a detailed specification of the complaint. INTEGRASENSE can accept no liability for technical application faults caused by the buyer which have created damage or defects with the product supplied.

In the case of a justified notification of defects, INTEGRASENSE can, after agreement with the buyer:

Supply replacement goods upon the return of the goods under complaint (as long as they are still available on the market)

Reimburse the purchase price and withdraw from the contract whilst maintaining the purchase contract, reimburse the reduced value of the goods.

In any event, any DOA claims by the buyer shall be regarded as null and void if they are not asserted within 30 days of product receipt. Claims for damages against INTEGRASENSE are excluded in all cases, unless they are caused by illegal intentions or gross negligence on the part of INTEGRASENSE INCORPORATED. In this respect, the buyer is obliged to provide proof of such illegal intentions or gross negligence.

10. Cancellations and Returns

10.1. Cancellations of orders and product returns are only possible with the written approval of INTEGRASENSE and are generally not permissible. Costs that have already been incurred or price increases by the manufacturer/supplier are to be borne by the ordering party. Partial deliveries from a blanket order are to be called off within the agreed deadline. If call-off is delayed, INTEGRASENSE can initiate appropriate deliveries and invoicing.

11. Legal domicile

11.1. Legal/place of jurisdiction is the location of the head office of INTEGRASENSE. The customer expressly declares he is subject to the legal domicile agreed here, whilst relinquishing his ordinary court of jurisdiction. Massachusetts law shall apply to the legal relationship.

12. Severability clause

12.1. Should a provision in these conditions of sale and supply or a provision in any other agreement prove unworkable, all other provisions or agreements shall remain unaffected.

13. Bring-in warranty for dealing with repairs/claims under warranty – RMA's

13.1. The General Conditions of Sale and Supply of INTEGRASENSE shall apply.

The warranty provided by INTEGRASENSE is a "bring-in" warranty. This means that in the event of a claim, the device will be returned, insured and freight-paid by the buyer, to an address specified by INTEGRASENSE. INTEGRASENSE will bear the costs of return transport via UPS Ground service for the repaired product within the continental US. Unless indicated differently on the invoice, for all items of hardware (new goods) a warranty of 12 months (the warranty period starts on the date indicated on the customer invoice) according to current statutory provisions shall apply. In the case of second-hand goods, the relevant warranty period agreed upon shall apply. If nothing specific has been agreed in regards to the used item warranty terms, INTEGRASENSE provides a warranty of 6 months. The warranty covers the necessary spare parts, labor and return transport. Not included are software and its installation after replacement of a part or device. In the event of improper handling of the device (for example damage resulting from a drop), the warranty becomes null and void. As batteries and fans are wearing parts, we can

offer a maximum warranty of 6 months on these parts. The supply of spare parts or repairs does not extend the original warranty.

INTEGRASENSE can only rectify defects up to system interfaces. Defects that arise in connection with the use of peripheral equipment that was not acquired from INTEGRASENSE are excluded from the warranted performance and can only be addressed if the buyer agrees to pay for the necessary repairs. In the event of repairs to equipment outside the warranty, the buyer will receive a cost estimate in advance for approval.

In the case of warranty claims/returns please include wherever possible:

1. Proof of warranty, for example a copy of the delivery note or invoice
2. A comprehensible description of the defect, which should be as detailed as possible. Please note that the system will undergo a general operating test, but it is primarily the specified defect that will be remedied.

Send returns in original packaging or at least packaging of equivalent quality. Please purchase adequate transit insurance for any returns. INTEGRASENSE is not liable for replacement due to loss or damage that is caused during transportation.

In the case of a defect or damage, please obtain an RMA number from INTEGRASENSE. Instruction for the RMA process can be found here.

Where goods are returned to INTEGRASENSE, but, despite in-depth testing, no defects can be found, as well as in the case of password-protected systems, where the customer has failed to provide all necessary passwords, INTEGRASENSE charges an administration fee of \$50 USD. In the event of lack of proof of warranty, INTEGRASENSE is forced to charge the full costs for parts and labor to the customer.

Furthermore, please note:

→ Before sending goods back to us, please obtain an RMA number at: <http://INTEGRASENSE.com/sales@integrasense.com> or call 1-603-577-8830

→ Shipments will only be accepted if they arrive at our premises freight-paid

→ No claims can be made under warranty if the goods have been damaged due to unsuitable packaging, or for goods where the warranty seal or serial number have been damaged or removed.

The same applies if the system has been opened incorrectly.

→ INTEGRASENSE can accept no liability for loss of saved data. In any event, always back up your data before returning equipment to us.

In the event of transport damage, please notify the transport company responsible within 24 hours because otherwise you might lose any right to claim compensation. Make a note of all agreements, contact persons, dates and times of conversations.

14. Service warranty

14.1. INTEGRASENSE warrants that parts installed will perform satisfactorily under conditions of normal use for a period of 6 months after date of repair. Parts replaced by INTEGRASENSE that become defective during such period shall be repaired, or at INTEGRASENSE INCORPORATED's option, replaced free of charge, at any of INTEGRASENSE service centers. Except as expressly provided above, there is no warranty or guarantee of merchantability, or fitness for a particular purpose, or of any other kind, expressed or implied, with respect to the services performed or parts furnished by INTEGRASENSE INCORPORATED. INTEGRASENSE makes no guarantee with respect to any other parts. If repairs later become necessary due to other defective parts, they will be charged separately as will the labor charge, if any.

15. Out of warranty service

15.1. INTEGRASENSE warrants that the parts installed will perform satisfactorily under normal condition for a period of ninety (90) days. Parts replaced by INTEGRASENSE that become defective during this period shall be repaired, or at INTEGRASENSE INCORPORATED's option, replaced free of charge, at INTEGRASENSE INCORPORATED's service center. This warranty applies only to parts replaced and does not cover any other part already in the equipment. There is no warranty or guarantee of merchantability, or fitness for a particular purpose, with respect to the services performed or parts furnished by INTEGRASENSE INCORPORATED. If repairs later become necessary due to other defective parts, they will be charged separately.