GENERAL COMMERCIAL TERMS OF SALE

18th of November 2026 - Maturix ApS

These General Commercial Terms of Sale ("Terms") apply to all purchases and subscriptions of Maturix products from Maturix ApS ("Maturix") by a customer ("Customer"), including hardware devices, software platform subscriptions (such as Precast and In-Situ), and Service Plans. These Terms are informational: no separate signature is required. By placing an order or completing a purchase – whether via purchase order and invoice, or via the Maturix platform – the Customer automatically accepts these Terms in full. Where a specific product has its own agreement or addendum (for example a Service Plan Agreement or a device loan offer), that document applies alongside these Terms and takes precedence on the matters it specifically covers.

1. PRODUCTS COVERED

These Terms apply to all products and services offered by Maturix, including but not limited to:
A) Hardware devices – including the Gaia and Nova sensor ranges, gateways, thermocouples, and related accessories.
B) Software platform subscriptions – including the Maturix Precast platform, the Maturix In-Situ platform, and Match Curing.
C) Service Plans – covering calibration, extended warranty, and device servicing, as set out in the applicable Service Plan Agreement.
The specific product(s), package or tier, and pricing purchased by the Customer are set out in the relevant Order Confirmation, quote, signed agreement, or the Maturix platform at the time of order.

2. ORDERS, PRICING AND PAYMENT

2.1 - Orders are placed either via purchase order and invoice, or, where available, directly through the Maturix platform using a saved payment method ("in-app purchase").
2.2 - Prices are as set out in the Customer's Order Confirmation, quote, or the applicable Maturix price list at the time of order, and exclude VAT unless stated otherwise.
2.3 - One-off hardware purchases are invoiced, or charged, at the time of order. Subscriptions are billed in advance for the term selected by the Customer, as described in Section 3.
2.4 - Prepayment. Maturix reserves the right to require the Customer to prepay an order, in part or in full, by notifying the Customer within 10 working days of the Customer accepting the order. Maturix may postpone delivery until the prepayment has been received.
2.5 -Invoices are due within 14 days of the invoice date unless otherwise agreed in writing. In-app purchases are charged automatically to the payment method on file on each billing date.
2.6 - Maturix reserves the right to update its price list from time to time; the price list in force at the time of order applies to that order, and the rate in force at each renewal applies to that renewal.

3. SUBSCRIPTION TERM AND AUTOMATIC RENEWAL

3.1 - Where a product is offered on a subscription basis (including Precast, In-Situ, Match Curing, and Service Plans), the Customer subscribes for a term selected at order or checkout (for example 1, 6, or 12 months), as confirmed in the Order Confirmation or on the Maturix platform.
3.2 - At the end of each term, the subscription automatically renews for a further term, at the minimum renewal term for the corresponding product and at the then-current rate for the Customer's product and package, and is automatically invoiced (or charged) accordingly, without the need for further action by the Customer.
3.3 - The Customer can review the current subscription status, term length, next renewal date, and package tier at any time on the Maturix platform.
3.4 - Some products may be offered with additional terms tied to a subscription commitment (for example a hardware device loan conditional on a 12-month term); where applicable, these are set out in a specific addendum which applies alongside these Terms.

4. Cancellation

4.1 - The Customer may cancel a subscription at any time via the platform or by written notice to Maturix. Cancellation stops future renewals: the subscription remains active for the remainder of the then-current paid term, and simply does not renew when that term ends.
4.2 - No refund, in full or in part, is given for a term already paid for, whether cancelled on day one of the term or shortly before it ends. For example, if the Customer subscribes for 12 months and cancels after 6, the service continues for the remaining 6 months already paid for, with no refund, and the Customer is not charged for a further term after that.
4.3 - Cancelling a subscription does not cancel or refund a one-off hardware purchase, and does not by itself return any device provided on loan; loaned devices are subject to the terms of the applicable device loan addendum.
4.4 - Maturix may suspend or terminate access to a product/service if payment is not received within 14 days of the due date, after written notice to the Customer.

5. HARDWARE OWNERSHIP, DELIVERY AND RISK

5.1 - Ownership of purchased hardware transfers to the Customer upon full payment, unless the hardware is provided on loan under a specific addendum, in which case Maturix retains ownership as described in that addendum.
5.2 - Risk of loss of purchased or loaned hardware passes to the Customer on delivery to the carrier.
5.3 - Delivery dates are estimates. Maturix is not liable for delays caused by circumstances beyond its reasonable control.
5.4 - Hardware is covered by the standard manufacturing warranty. Any extended warranty, calibration and repair cover will be under a separate agreement.

6. SOFTWARE LICENSE AND USE

6.1 - Access to any Maturix software platform is licensed, not sold, for the duration of an active subscription, for the Customer's own internal use in connection with the associated hardware and products.
6.2 - Use of any Maturix platform or software is subject to the general Maturix Terms and Conditions available at maturix.com/terms, which form part of this Agreement by reference.

7. DATA PROTECTION

Maturix processes personal data submitted through its platforms in accordance with the Maturix Privacy Policy, available at maturix.com. Where applicable, a separate Data Processing Agreement can be provided on request.

8. CHANGES TO THESE TERMS

Maturix may update these Terms from time to time, for example to reflect changes to pricing, products, or applicable law. The version of these Terms in force at the time of order, or the version last accepted for an active subscription, applies. Material changes affecting an active subscription will be notified to the Customer in advance.

9. GOVERNING LAW AND DISPUTES

These Terms are governed by Danish law. Any dispute arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the Danish courts, with venue at the courts of Odense.

10. HOW THESE TERMS APPLY

By placing an order – whether via purchase order and invoice, or by completing a purchase through the Maturix platform – the Customer automatically accepts these Terms in full, without any further action, signature, or confirmation step required.
The version of these Terms in force at the time of the order applies to that order, as described in Section 8. The current Terms are available at all times at maturix.com/terms, and a copy is also referenced on the Order Confirmation or invoice.