

Terms and Conditions

when purchasing and using

Sensohive products

Only for Business Consumers (B2B)

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By buying our products (the "Product(s)") as a Business Customer/OEM Customer/Reseller, you ("YOU") accept and agree to be bound by these Standard Terms and Conditions of Sale and Use for Business Customers ("B2B T&C"). It is important for YOU to read each section of this document, as it is legally binding between YOU and Sensohive Technologies ApS, a company incorporated and existing under the Laws of Denmark, holder of tax (VAT) number DK-36424540 and registered address at Wichmannsgade 1, 1st floor left, 5000 Odense, Denmark ("Sensohive"), regarding your ("YOUR") purchase and use of the Product(s) (incl. services).

These terms are valid world-wide.

1. DEFINITIONS

a) "Consumer" shall mean an individual or legal person validly purchasing and/or obtaining a license on the Product, out of the scope of any for-profit business or professional activity (only B2B).

b) "Documents" shall include, but are not limited to, the information contained in Sensohive Websites, Technical Guides and Training materials.

c) "Intellectual Property Rights" shall include, but are not limited to, proprietary rights, know-how, software, trademarks, slogans, translations, utility models, trade names, domain-names, designs and models, and any applications thereof as well as copyrights and related rights, trade secrets and confidential information, concerning the Product(s), the Documents, the Training materials and contents.

d) "OEM Customer" shall mean a company or entity that purchases the Product with the purpose of embedding the Product(s) into other product(s) or reselling the Product(s).

e) "Product" or "Product(s)" shall mean the hardware devices, software programs and upgrades, solutions and services developed, manufactured and marketed by Sensohive.

f) "Training" shall mean any training connected to the Products offered by Sensohive to Customers and OEM Customers in consideration for a fee.

g) "Users" shall mean anyone gaining access to Sensohive websites or software.

2. ACCEPTANCE

These B2B T&C shall apply to all offers and sales made by Sensohive to Customers and OEM Customers. There is no sale to private persons.

Specific terms and conditions agreed upon for a particular order shall not bind Sensohive for future orders. A purchase order submitted to Sensohive or the reception of Product(s) supplied by Sensohive implies express acceptance of these B2B T&C upon which only specific selling terms agreed upon by Sensohive and Customer/OEM Customer on a case by case basis, will prevail.

3. OFFERS

Unless expressly stated otherwise in a specific offer, Sensohive offers shall be valid for twenty-one (21) calendar days as from their printed date, after which they will no longer bind Sensohive.

4. DISCONTINUANCE OF SUPPLY

Sensohive shall be entitled at any time to discontinue the production, sale or distribution of any of its Product(s), to change the design, structure, or functionality of any of its Product(s) and any part thereof, to

amend the Product(s) and to change its service, right of complaint or other policies. Sensohive engages to support discontinued Product(s) with parts availability and bug fixes as long as such stocks are not sold out.

5. PRICES

Unless otherwise established in writing, prices set forth by Sensohive shall be expressed in Euro or DKK currency and shall be exclusive of VAT or any other applicable tax or duty.

Sensohive shall be entitled to modify its price list at any time without prior notice and therefore, Customer/OEM Customer undertakes to ask for an offer for every order.

Unless a different provision is included in Sensohive offer, prices do not include:

- a) The cost of obtaining any technical certificate required by any authority to distribute the Products in the country of destination, nor any document requested for customs clearance;
- b) Any extra costs arising out of, but not limited to, delays during customs clearance in the importing country, whether or not customs clearance is Sensohive duty.

6. PAYMENT

Unless otherwise expressly agreed upon in writing, payment terms shall be a down payment for the full amount of the order in the expressed currency.

Any costs and expenses borne by Sensohive to collect payments due and accrued shall be reimbursed by Customer/OEM Customer.

Subscription is prepaid 12 months per device and the subscription has one month notice for extensions - unless otherwise agreed.

Late payments are subject to either additional fees to the invoiced amount or in severe cases (multiple disregard to payment reminders) Sensohive can cut a client's access to all the

platform and the accounts that the client has access to.

7. RETENTION OF TITLE

Sensohive shall retain title of Product(s) until complete payment of price has been accomplished by Customer/OEM Customer and shall therefore be entitled to exercise any action to protect its rights, even if Product(s) have been processed by OEM Customers or are in the possession of any third party.

8. ORDERS

Sensohive will issue an offer that the Customer/OEM Customer accepts, if so, an invoice will be issued and the order is valid.

Orders cannot be cancelled after shipment of Product(s). Neither can they be cancelled in case of non-stock Product(s), after initiation of the raw materials supply or the manufacturing processes, nor in the case of products not manufactured by Sensohive which have to be bought from third suppliers.

Minimum order requirements:

There is a minimum order requirement for the following:

- RZ1 (EU) devices: 5 devices.
(commercial available)
- Other Sigfox zones (RZ2 and RZ4): 10 devices (SAMPLES ONLY).

9. DELIVERY

Unless expressly agreed otherwise, delivery terms shall be EX WORKS Sensohive premises in Odense, Denmark.

The Incoterms rule expressed in Sensohive offer shall not be waived by the fact that the Products are dispatched with shipping costs prepaid, at Customer's/OEM Customer's prior request. Sensohive invoice shall break down any shipping or extra costs prepaid, taking into account that Sensohive shall not assume any liability concerning customs clearance requirements in the country of destination.

Under no circumstance shall Sensohive be considered responsible for any delay in delivery due to the carrier's or third parties' failure.

Sensohive shall inform Customer/OEM Customer as soon as possible about any circumstance beyond its responsibility and preventing the agreed delivery time from being met, stating the reasons for the delay, in which case Customer/OEM Customer accepts partial shipments or to agree on a new delivery time, which shall not imply Customer's/OEM Customer's right to cancel the order or to claim for any compensation.

10. SHIPPING COSTS

Product(s) shipped by Sensohive do not include any shipping insurance; any Customer interested in taking out said insurance must expressly inform Sensohive thereof in writing at the time of submitting an order, indicating the kind of coverage desired. The cost of the shipping insurance shall be invoiced by Sensohive as a part of the shipping costs.

11. RIGHT OF COMPLAINT

11.1. Right of complaint and Period

Sensohive guarantees that its Products comply with the specifications in its offers for a period of one (1) year from the date of delivery, shipping document and invoicing giving evidence ("the Right of complaint Period"), provided that they are handled, shipped, stored, operated, used and maintained according to the instructions from Sensohive. Therefore, Sensohive assumes liability only for non-conformities caused by actions or negligence attributable to Sensohive before the Products were delivered to the first carrier.

Customer/OEM Customer shall check deliveries immediately after reception at destination and shall inform Sensohive in writing within five (5) bank days about any

apparent non-conformity. After such term, Customer/OEM Customer shall not be entitled to bring any claim regarding quantitative shortcomings or apparent non-conformities which should have been noticed during unboxing/unpacking, and Sensohive shall not be obliged to accept the return of such Products. Claims for hidden defects or qualitative non-conformities must reach Sensohive in writing within thirty (30) days after Customer/OEM Customer learned of the non-conformity, and in any event, within the Right of complaint Period.

11.2. Right of complaint Procedure

The following procedure shall apply to any non-conformity notified to Sensohive within the Right of complaint Period:

a) Customer/OEM Customer shall report any alleged non-conformity to Sensohive After Sales Service through the website: <https://sensohive.com/contact/>- Sensohive will then forward a RMA template where the client can include a detailed list of all alleged non-conformities;

b) Sensohive shall as fast as possible reply (within 7 business days from receipt), either by admitting the claim, or by rejecting it;

c) If the claim is admitted, Sensohive shall notify its acceptance to Customer/OEM Customer and shall choose, at its discretion, either to replace or amend the non-conforming Product at no additional cost to Customer/OEM Customer. The Right of complaint Period of any replacing Product shall be the same remaining for the replaced Product;

d) Lack of answer by Sensohive within the term expressed above shall be deemed as a rejection of Customer/OEM Customer's claim. Any cost resulting from analysis or essays to ascertain if non-conformity exists, shall be paid by Sensohive should the result show Product non-conformity. And by Customer/OEM Customer in case they are conforming.

e) Replacement Products may be either new or equivalent in performance to new. Sensohive does not warrant: (i) that the components in any replacement Product come from the same supplier or are exactly the same as in the replaced Product; nor (ii) that the operation of the Products will be uninterrupted or error free. Products may contain remanufactured parts equivalent to new in performance or may have been subject to incidental use.

11.3. Shipping and examination costs under the Right of complaint

Repair service can be obtained by sending the non-conforming Product to Sensohive, only after a Return Merchandise Authorization (RMA) number is obtained from Sensohive (contact contact@sensohive.com or contact your Contact Person for further information add RMA in the subject line).

Some of our Products are protected with a safety seal and by removing this seal, Customer/OEM Customer shall be waiving this Right of complaint.

If the Product is found upon examination by Sensohive to be defective, Sensohive shall bear shipping costs incurred in returning the Product to Customer/OEM Customer, as well as all costs involved in Sensohive's examination of the Product. If the Product is found upon examination by Sensohive to be conforming, Customer/OEM Customer shall bear shipping costs incurred in returning the Product. Shipment cost is covered by the customer initially.

Sensohive may, at its discretion, demand the Product claimed to be non-conforming to be inspected or tested by an independent third party acceptable to Sensohive.

11.4. Scope of the Right of complaint

The scope of this Right of complaint is limited to hardware components in the main board, sensor board and radio shields, manufactured by Sensohive.

11.5. Right of complaint exclusions

This Right of complaint does not apply to non-conformities resulting from:

a) Hardware. Any hardware components manufactured by third parties, either integrated with the Products or sold together with the Products as a kit, and namely, but not limited to:

- Batteries (performance and life);
- Any external component which gets deteriorated through normal wear and tear, such as sensor probes, connectors, etc;

b) Software. Sensohive hereby waives any Right of complaint concerning software developed or cloud services provided by third suppliers or partners, including but not limited to communication stacks included in radio modules or in sensor probes. Access to such software or services is solely provided to facilitate the operation of the Products by Customer/OEM Customer and to these effects, Customer/OEM Customer must check and accept the terms and conditions of use by each supplier or partner. Software adapted or developed by Sensohive for its Products is offered "as is" without any express or implied Right of complaint.

c) Installation, maintenance, calibration and use. Sensohive hereby waives any Right of complaint concerning non-conformities arising from:

- Improper storage;
- Failure to follow installation instructions from Sensohive.
- Unauthorized modification or misuse;
- Operation outside of the published environmental specifications for the Products;
- Damaged materials or parts as a result of abnormal wear and tear;
- Non-conformities and defects which are proved to have been caused by actions or

- negligence committed after the Products were delivered to the first carrier;
- Non-performance or faulty performance of the Products as a result of radio-frequency use restrictions or power broadcasting restrictions in any given country;
- Any connectivity error resulting from poor coverage and attributable to the connectivity services supplier;

d) Product Certification. Detailed information about the certifications of the Products and proper usage can be found in the respective Technical Guides online. Sensohive does not warrant that the Products count on specific product certifications required in any given country, so it's Customer/OEM Customer's responsibility to check whether the Products can be imported and resold in the intended country of destination.

e) External Agents. Damages caused to the Products by external agents, such as, but not limited to animals or weather conditions (lightning, storm, wind, flooding, fire...), shall be considered as Force Majeure events, not covered under the Right of complaint.

11.6. Liability Waiver

a) Under no circumstance shall Sensohive be liable for indirect, incidental or consequential damages caused by the Products, including but not limited to loss of data or of profit.

b) Customer/OEM Customer is responsible and liable to end users for any Right of complaint given in excess of this Right of complaint and shall indemnify and hold Sensohive harmless for any unauthorized warranty provided.

c) Customer/OEM Customer agrees to defend, indemnify and hold Sensohive harmless from all claims, injuries, costs, expenses and damages, including attorneys' fees, resulting from:

- any warranties or representations concerning the Products, either expressed or implied, made by

- Customer/OEM Customer or their employees, which are beyond Sensohive Right of complaint Policy;
- any distribution or sale of the Products by Customer/OEM Customer or their employees for a purpose or application that has not expressly been agreed upon by Sensohive;
- any alteration of the Products by Customer/OEM Customer or their employees that has not expressly been agreed upon by Sensohive;
- failure by Customer/OEM Customer or their employees to maintain the Products in saleable condition;
- any fault made by Customer/OEM Customer or their employees during checking, testing or embedding of the Products;
- any action brought against Sensohive by Customer/OEM Customer's employees.
- any claim brought by Customer/OEM Customer's customers for injuries or damages of any kind (including but not limited to loss of or physical damage to the customer's tangible property, personal injury, death or economic loss), caused by products in which the Products have been embedded by Customer/OEM Customer.

d) This Right of complaint is in lieu of all other warranties, expressed or implied, and no representative or person is authorized to assume for Sensohive any other liability in connection with the sale of the Products. In the event of a Right of complaint claim Sensohive entire and sole responsibility to Customer/OEM Customer is as set forth above. No claims based on product liability shall be accepted by Sensohive in cases different than the ones established in the preceding paragraphs.

e) To the extent permitted by law, Sensohive's Product liability is limited to a global (minus North America; USA and Canada) amount of 1.000.000 EUR per year, for personal injury and material damages.

12. USE OF THE DOCUMENTS

Use of the information contained in the document is subject to the following terms and conditions of use:

- a) All Documents and any examples they contain are provided as-is and are subject to change without notice. Except to the extent prohibited by law, Sensohive makes no express or implied representation or warranty of any kind with regard to the Documents, and specifically disclaim the implied warranties and conditions of merchantability and fitness for a particular purpose.
- b) Sensohive shall not be liable for any errors, incidental or consequential damages in connection with the use of the Documents and the examples included therein. No part of the Documents may be reproduced, stored in a retrieval system, or transmitted in any form or by any electronic or mechanical means, including photocopying and recording, for any purpose other than the reader's personal use, without Sensohive prior written consent.
- c) Customer/OEM Customer must carefully read the User's guides of the Product(s),

13. INTELLECTUAL PROPERTY

Sensohive, Maturix, Maturix In-situ, Maturix Precast, Orbit 3, Orbit K and Humidix names, designs and logos are trademarks of Sensohive ("the Trademarks").

Some Product(s) are protected by patents and/or other intellectual property rights.

Nothing in these B2B T&C shall be construed as to grant Customer/OEM Customer/User a license or any other right on Sensohive trademarks, patents or other Intellectual Property rights. Customer/OEM Customer/Users are not permitted to copy, modify or use the Trademarks without the prior written consent of Sensohive. The rest of trademarks appearing on the Documents are the property of their owners.

Customer/ OEM Customer shall refrain from incurring any action that may obstruct the granting of pending patents or any other intellectual property right for which Sensohive may have applied.

Any design, source code logo, trademark, trade name or symbol in Sensohive websites belong to Sensohive, or its suppliers or partners and are protected under the corresponding intellectual property regulations. Any use, reproduction, distribution, broadcasting, public disclosure, transformation or any other similar activity is prohibited without Sensohive or their owners' prior written consent.

The contents in Sensohive websites are also protected by Sensohive or its suppliers' and partners' intellectual property rights. Their use or reproduction is subject to express citation of Sensohive URL address. This citation is only permitted though a cover image or explanatory text linking to the website; integration in a different website is expressly prohibited. Any other use of the contents in Sensohive websites requires Sensohive express written consent.

14. PRIVACY POLICY

Please visit <https://sensohive.com/privacy-policy/> for more information.

15. TRAINING

Training offers will always imply full prepayment, including prepayment of Sensohive trainer travel and accommodation expenses. The following Training Refund Policy shall apply to cancellation of training sessions:

- 1) Cancelled up to three (3) weeks before any scheduled Training, will get a 100% refund of registration fees;
- 2) Cancelled less than three (3) weeks before any scheduled Training, will get a 50% refund of registration fees;

- 3) Cancelled less than a week (7 days) before scheduled Training, including non-attendance, will not be eligible for any refund.
- 4) Sensohive expenses already incurred by the date of cancellation will not be eligible for a refund.

Intellectual Property, including copyright, of all Training materials and content belongs exclusively to Sensohive. Customer/ OEM Customer will not copy, record, reproduce, disclose, broadcast, or assign any part of said materials and content without Sensohive's prior written consent. For clarification purposes, this prohibition includes a general ban to record any Training session, or to upload any Training materials to any website or cloud platform.

Whenever a working visa for Sensohive trainer is requested in the country of Customer/OEM Customer to accomplish the Training, Training dates agreed between Sensohive and Customer/OEM Customer will be contingent upon Sensohive obtaining such visa. Sensohive hereby waives any liability, penalty or compensation, should Training be delayed on the grounds of a delay in obtaining such visa.

16. DATA

Access to data can be done through one of Sensohives services (App, Maturix, API etc) and will be available for up to three years after the data has been recorded. Data can always be downloaded within this time frame.

Access to data will stop on the date that a Customer is stopping his/her subscription with Sensohive.

17. SUPPORT

Products purchased from Sensohive include no additional support. Sensohive provides general description for usage and API and technical manuals for usage.

Any requirements for further support is subject for invoicing - this includes emails,

phone and video calls. The minimum invoicing is 30 minutes at a standard hourly fee of 150 EUR ex VAT.

18. GOVERNING LAW and DISPUTE SETTLEMENT

These B2B T&C shall be construed according to and governed by the Laws of the Kingdom of Denmark.

The parties hereto, waiving any other right they may have, expressly agree that any dispute, discrepancy, question or claim arising from the performance or interpretation of these T&C or in connection with them, directly or indirectly, shall be submitted to the competent Courts in the City of Odense (Denmark).

These terms is for usage for customers that usage Sensohive products and services (App service or API) within the field of intended use of the devices.

19. AMENDMENT FOR HARDWARE ONLY SALES

A hardware only sale is subject to the following amendments.

Performance (lack hereof) of the devices must be proven by the Customer (as Sensohive do not have access to data) - access to the Customers Sigfox backend must be granted to Sensohive.

20. MATUREX SOLUTIONS

If you purchase a Maturix solution directly from Sensohive these terms and conditions also apply together with the terms of use.