

General Terms and Conditions Purchase

Development kits



GENERAL TERMS & CONDITIONS OF PURCHASE

1. PURPOSE

This General Terms & Conditions of Purchase rules the online purchase and the general purchase of development kits from Sensing Tex that the customer (hereinafter referred as the “**USER**”) conduct through the website www.sensingtex.com or through a sales agent of Sensing Tex and shall be incorporated to your purchase agreement (hereinafter referred as the “**CONTRACT**”) when clicking on the button “Accept and Pay” at the end of the purchase procedure or approve the purchase of a proforma invoice.

The website is owned by **SENSING TEX, S.L.**, with registered office in Parc de Belloch, Ctra. C-251 Km. 5,6, E08430 Barcelona (Spain), with CIF (Spanish Tax Id Number) B-65.264.293, and registered in the Commercial Registry of Barcelona at Volume 41.821, Folio 83, Page B-398.164 (hereinafter referred as “**SENSING TEX**”).

SENSING TEX may modify this General Terms & Conditions of Purchase at any time. The modifications made, shall not affect the orders made before those. The USER is responsible to know the content of this General Terms & Conditions of Purchase before start the purchase procedures. This General Terms & Conditions of Purchase might be completed or modified attending to specific clauses or conditions of certain products.

The electronic document that formalize the **CONTRACT** will be filed by SENSING TEX. You can request a copy addressing to SENSING TEX Customer Support in the email info@sensingtex.com.

The USER, when accepting these General Terms & Conditions of Purchase state to be of legal age and that has enough legal capacity to bond to the present General Terms & Conditions of Purchase.

2. APPLICABLE LAW

This **CONTRACT** is governed by the Spanish law and, in particular, by the **Ley 34/2002 de Servicios de la Sociedad de la Información y el Comercio Electrónico (LSSICE) (Ecommerce Spanish Act)**. This **CONTRACT** will not be filed by third parties and the language for its conclusion is English.

3. REGISTRATION AS USER

To buy SENSING TEX products through its website, it is not necessary to complete a registration procedure as registered user of the website.

4. PURCHASE PROCEDURE

The purchase procedure consists of the following steps:

- (i) **Product selection:** Browse on our website and click on the "Add to Cart" button each time you want to add a product to the Cart. The Cart contains the name of the selected products, the quantity and the price in euros.
- (ii) **Start of the purchase process:** To start the purchase process press the "Proceed to Check Out" button.
- (iii) **Fill the purchase data:** Before selecting the payment method, you must complete the details of your purchase and correct any error in the data entry. Once you have verified your information, confirm your order. You must accept these General Terms & Conditions of Purchase by checking the corresponding tab, and press the "Proceed to PayPal" button.
- (iv) **Confirmation of payment:** Enter your bank details and confirm them by clicking "Accept and Pay", at which time the contract will be formalized.
- (v) **Confirmation of purchase:** Once we receive your acceptance, SENSINGTEX will issue a confirmation on screen that you can archive and that will contain the following information:
 - Order number
 - Order date
 - Summary of the products included in the purchase.

In any case, SENSING TEX will issue a confirmation of the purchase by email, within a maximum period of 24 hours from receipt of the purchase order.

Throughout the purchase process you can consult the General Terms & Conditions of Purchase, as well as know the final price of the selected products.

Once the purchase is confirmed, the customer cannot modify or cancel the order outside the cases provided for in the law or in these General Terms & Conditions of Purchase.

5. PRICE, TAXES AND SHIPPING COSTS

All the prices indicated on the website are referred to in euros and include those taxes and fees applicable to the Spanish territory, without prejudice to the fact that the purchase of the products

from another territory could earn the corresponding taxes. SENSING TEX, through the bank details entered by the user on the website, will make a deduction for the final amount of the order.

The shipping costs will be detailed at the end of the purchase process. These shipping costs will be borne by the user in full.

Prior to accepting the price through the "Accept and Pay" option, you will be able to see the full final price of your order, broken down, if applicable, the amount of the increases or discounts applied, as well as shipping costs, taxes, tariffs or other additional services.

The prices of the products may vary at any time depending on the price policy of SENSINGTEX. The purchased products will be billed at the price in effect at the time of purchase.

6. PAYMENT

USERS may pay the price of the products purchased by any of the following means:

- a) Through debit or credit card.
- b) b) Through PayPal.
- c) Through Bank Transfer

The payment of the USER's order occurs in real time through the Virtual POS once it has been verified that the data provided is correct.

SENSING TEX guarantees that it will treat with absolute security and confidentiality the personal data obtained through the registration form filled out by the USER.

7. BILLING

SENSING TEX will send the proof of purchase by email to the address provided by the USER. Likewise, SENSING TEX will deliver the invoice of the order to the USER at the time of delivery of the order at the address provided by the latter, if so requested during the purchase process by checking the option provided for this purpose.

The USER can request his/her invoice at any time by sending an email to the address info@sensingtex.com, indicating the order number for which the corresponding invoice is requested.

8. DELIVERY

The delivery of products will be made within the following territories: worldwide.

Delivery will be from Monday to Friday. The USER can specify any details regarding the shipment.

The USER will acquire the property on the products once he has satisfied the entire agreed price.

In case delivery is not possible, SENSINGTEX is entitled to cancel the CONTRACT due to impossibility of compliance and without prejudice to the claims that SENSINGTEX may initiate in case of fraud or USER's fault.

SENSINGTEX will not be liable for the state in which the products are delivered to the USER in case of impossibility of the delivery of the order within the agreed period for reasons attributable to the USER.

The assumption of risk by the USER regarding the products will take place at the time of delivery. Therefore, SENSINGTEX will not be liable for any theft, deterioration, damage or loss of products that occurs after the delivery.

9. LIABILITIES FOR DELIVERY

SENSINGTEX does not guarantee the permanent availability of the products, being exonerated by any type of responsibility provided that it does not bring cause of a malicious breach by SENSINGTEX, or that is derived from errors in the unavailability of the service of the telematic networks of data transfer alien to his will.

Likewise, SENSINGTEX shall be released from compliance with its delivery obligations set forth in Clause 8 above, and declines all liability in this regard, in the following cases:

- (i) Total or partial non-payment by the user.
- (ii) Omission or inaccuracy of the information that the USER must provide in the purchase order.

10. CANCELLATION.

10.1.- Cancellation

In accordance with the provisions of Spanish law, the USER has the right of cancellation, by virtue of which he may return the product received if he finds that it does not meet his expectations.

The exercise of this right of cancellation is reserved for those USERS who act as consumers in accordance with the definition given by them the **Real Decreto Legislativo 1/2007, de 16 de noviembre, por el que se aprueba el texto refundido de la Ley General para la Defensa de los Consumidores y Usuarios (Spanish Consumers Act)**, being able to exercise it within a maximum period of fourteen (14) calendar days from its reception and according to the official calendar of the place where the product has been delivered. In order to exercise this right, the product must be in perfect condition and keep the original packaging.

The refund of the purchase price will be made once the condition of the product has been checked and with the same method of payment used for the payment of the order and, in any case, in a maximum of fourteen (14) calendar days from the date of purchase, provided that its SENSINGTEX who manages the collection of the product. In the event that the USER returns the product through a transport company of his choice, the period of fourteen (14) days will begin to compute since SENSINGTEX has actual knowledge of the shipment of the product or, failing that, from the reception of the product.

These costs of devolution because of the right of cancellation of the user, will be borne by the user in full.

The return expenses arising from the exercise of the right of cancellation shall be borne by SENSINGTEX only when they correspond to shipments originally destined for the territories of Spain; however, the initial shipping costs will not be reimbursed at any time. The USER must return the products to the address specified by SENSINGTEX at any time or, failing that, to the following address: Parc de Belloch, Ctra. C-251 Km. 5,6, 08430 Barcelona

In the event the products do not arrive in perfect conditions, SENSINGTEX reserves the right to pay a lower amount for your order, being able to retain the amounts that the user must pay for the breach of the obligations established here.

To exercise the right of cancellation, the USER must notify SENSINGTEX, with address in Parc de Belloch, Ctra. C-251 Km. 5,6, E08430 Barcelona (Spain), with telephone (+34) 938 61 91 23 and email info@sensingtex.com, his decision to cancel the purchase made, through an unequivocal statement, by letter sent by postal mail, by fax or by email.

10. Return policy

Include original packaging. Any returned product must be returned including all its components in all of their original packaging, in the same conditions it has received. SENSING TEX may reject the returned product if there is damage to the product and/or product packaging.

If a product is deemed unfit for return, SENSING TEX will notify the customer that the return has been rejected and no refund will be issued to the customer. The customer can choose one of the following options:

- (a) The product will be shipped back to the customer with shipping cost,
- (b) or The product will be recycled.

If you do not select one of the above options within 10 days of SENSINGTEX informing you that your return has been rejected, the product will be recycled.

The returned product will be analyzed by SENSINGTEX within 5 working days. SENSINGTEX will inform you about the failure diagnose. If the product is eligible and it is under the warranty, the product can be repaired or replaced by a new one, according with the warranty policy. The replacement period will be according with the product stock.

11. CUSTOMER SERVICE.

For any query or incident, you can contact the customer service of SENSINGTEX on the telephone or email indicated below and within the business hours established for that purpose.

- Phone: (+34) 938 61 91 23
- Address: Parc de Belloch, Ctra. C-251 Km. 5,6, E08430 Barcelona (Spain)
- Hours of operation: 9:00 to 14:00 and 15:00 to 18:00.
- Email: support@sensingtex.com

12. WARRANTY

SENSING TEX commercialized products require a careful handling according to the provided instructions. Therefore, any manipulation, modification or transformation applied to SENSING TEX commercialized products which do not match the standard existing protocols also given to the clients, or which are not strictly authorized by SENSING TEX, will cause an invalid existing product operation warranty, and SENSINGTEX will not be responsible for any damage to the product or malfunction.

SENSINGTEX is not responsible for any direct or indirect damage caused to company development kits, which may change precision, veracity or completeness regarding given information, or for the utilization of such information.

The warranty period for **Development Kits** and their contents is sixty **(60) days** from the date of shipping.

12.1.- Disclaimer on warranty.

The client hereby acknowledges that the research and development project carried out by the use of the Dev Kit is of an experimental and exploratory nature based on the development kits provided by SENSING TEX, and due to that, SENSING TEX does not guarantee any particular outcome to be obtained from it. Furthermore, SENSING TEX shall only carry out and use on the research and development project and/or development kit the actions and items included in the present estimate. The client also acknowledges to be aware of the properties and specification of the items included in the development kits, and also that has been advised to undertake its own due diligence with respect to all matters arising from this development by using the development kit.

Limited Warranty. SENSING TEX warrants the products to be free from defects in materials and workmanship (subject to the terms set forth herein) when used normally in accordance with the official documentation for the applicable warranty period from the date of purchase. If the Development kit contains a rechargeable battery, SENSINGTEX does not provide any warranties for the battery life, as all rechargeable batteries can be expected to lose charging capacity over time and this is not considered a defect. Your actual battery life will vary depending on the conditions in which it is used.

12.2.- Exclusions and Limitations.

This warranty does not cover:

- a. Problems with and/or damage to the Development kit by using accessories, parts or components not made by SENSING TEX.
- b. Damage caused by service (including upgrades and expansions) performed by anyone who is not officially acting as an employee, representative or sub-contractor of SENSING TEX.
- c. Claims arising from any unacceptable use or care of the Development kit, including (without limitation) misuse, abuse, negligence, unauthorized modification or repair, unauthorized commercial use or any operation of the Development kit outside SENSINGTEX recommended parameters.
- d. Claims arising from external causes, including (without limitation), accidents, natural disasters, fire, earthquake, or any others acts of God.

- e. Products with a serial number, guarantee seals or date stamp that has been altered, obliterated or removed
- f. Products for which SENSING TEX will not receive payment in full

12.3. Remedies under the warranty

If any eligible claim on the warranty is received by SENSINGTEX within the applicable warranty period, SENSINGTEX will (at its sole option) either: (a) repair the Development kit or the defective parts at no charge, using new or refurbished replacement parts; (b) exchange the Development Kit or the damaged parts with a new one that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original Development kit; (c) refund the money. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods. SENSINGTEX reserves the sole right to determine whether a claim is eligible and/or whether the Development kit or any of its parts are defective. Where the development kit is an “end of life” model, SENSINGTEX may (at its sole option) exchange the part with a functionally equivalent substitute model from SENSINGTEX current catalog. SENSINGTEX has the sole option to provide any other type of remedy in addition to or in substitution of the aforesaid remedies. Repaired or exchanged items shall be warranted free from defects for a period of sixty days after date of repair or exchange (as the case may be), or for the remainder of the original warranty period, whichever is longer.

12. INTELLECTUAL PROPERTY

SENSING TEX will keep all the Intellectual and Industrial Property Rights over the products sold.

13. APPLICABLE LAW AND JURISDICTION

If any of the clauses of this contract is null, voidable, illegal or unlawful, in such case, and in the broadest interpretative sense allowed by law (a) such statement will not invalidate the rest of the CONTRACT, which will maintain its validity and effectiveness, and (b) the null or voidable clause or clauses must be replaced or preferably adjusted to be annulled.

The above conditions shall be governed or construed in accordance with Spanish law in matters not expressly established. SENSINGTEX and the user agree to expressly waive any other jurisdiction and submit any dispute that may arise from the provision of the products or services subject to these, Conditions, to the Courts of the city of Barcelona.