

General Terms and Conditions Purchase Sensing Tex Development Kits

1. PURPOSE

The General Terms & Conditions of Purchase rules and online purchases from Sensing Tex, including the general purchase of development kits from Sensing Tex, which the customer (hereinafter referred to as the "USER") conducts through the website www.sensingtex.com or through a Sensing Tex sales agent, shall be incorporated to your purchase agreement (hereinafter referred to as the "CONTRACT") when clicking on the button "Accept and Pay" at the end of the purchase.

The website is owned by **SENSING TEX, S.L.**, with a registered office in Avinguda de Cerdanyola, 75, 08172 Sant Cugat del Vallès, Barcelona, 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 has the right to make changes to the General Terms & Conditions of Purchase at any time. The changes made will not affect orders placed prior to them. Before beginning the purchase operations, the USER is responsible for familiarizing himself with the contents of these General Terms and Conditions of Purchase. Specific clauses or conditions of specific products may be added to or modified to these General Terms & Conditions of Purchase.

SENSING TEX will file the electronic document that formalizes the CONTRACT. You can request a copy by sending an email to info@sensingtex.com directed to SENSING TEX Customer Support.

When accepting these General Terms & Conditions of Purchase, the USER declares that he or she is of legal age and has the legal capacity to bind himself or herself to the present General Terms & Conditions of Purchase.

2. APPLICABLE LAW

This CONTRACT is governed in accordance with 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

You do not need to complete the registration process as a registered user of the website in order to purchase SENSING TEX products from 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 account details and confirm them by clicking "Accept and Pay", at which the contract will be formalized.
- (v) **Confirmation of purchase:** Once we have received your acceptance, SENSING TEX will issue an on-screen confirmation that you can archive containing 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, known as well as the final price from the selected products.

Once the purchase has been confirmed, the buyer cannot change or cancel the order, except as provided by law or these General Conditions of Purchase.

5. PRICE, TAXES AND SHIPPING COSTS

All prices shown on the website are in Euros, including taxes applicable to Spanish territories, without prejudice to the fact that purchases from other territories may receive corresponding taxes. SENSING TEX will deduct the final amount of the order through the bank information entered by the user on the website.

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

You can see the full final price of your order before accepting the price with the Agree and Pay option. If applicable, you can see the amount of increase or discount applied, shipping and taxes, Customs duties or other additional services.

The prices of the products may vary at any time depending on the price policy of SENSING TEX. 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:

- 1.) Debit or credit card
- 2.) PayPal
- 3.) 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 the personal data obtained through the registration form filled in by the USER will be treated with absolute security and confidentiality.

7. BILLING

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

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 purchaser can specify any details regarding the shipment.

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

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

If the order cannot be delivered within the agreed period due to user reasons, SENSING TEX will not be responsible for the status of the product being delivered to the buyer.

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

9. LIABILITIES FOR DELIVERY

SENSING TEX 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 SENSING TEX, or that is derived from errors in the unavailability of the service of the telematics networks of data transfer alien to his will.

Likewise, SENSING TEX 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:

- 1.) Total or partial non-payment by the user.
- 2.) 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 purchaser 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 purchasers 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 SENSING TEX who manages the collection of the product. In the event that the purchaser returns the product through a transport company of his choice, the period of fourteen (14) days will begin to compute since SENSING TEX has actual knowledge of the shipment of the product or, failing that, from the reception of the product.

The user bears all of these transmission costs due to the user's right of withdrawal.

The return expenses arising from the exercise of the right of cancellation shall be borne by SENSING TEX 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 purchaser must return the products to the address specified by SENSING TEX at any time or, failing that, to the following address: Avinguda de Cerdanyola, 75, 08172 Sant Cugat del Vallès, Barcelona.

In the event the products do not arrive in perfect conditions, SENSING TEX 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 purchaser must notify SENSING TEX, with an address at Avinguda de Cerdanyola, 75, 08172 Sant Cugat del Vallès, Barcelona, calling the telephone number (+34) 938 61 91 23 and email info@sensingtex.com, his decision to cancel the purchase made by a clear statement, mail, fax, or letter sent by email.

10.2. No Return policy

No Return policy of Software development kits. **Clients are informed hereby that they are not allowed to return or get refunds for development kits they have purchased.**

The client hereby acknowledges that the research and development project is of an experimental and exploratory nature by using the development kit and parts of the system, and as such, sensing tex does not guarantee any particular outcome. The client also acknowledges the properties and specificities of the items included. the client is also advised to undertake his own due diligence pertaining to all matters arising from this development.

10.3. Customer Service

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

- Phone: (+34) [931 26 27 58](tel:+34931262758)
- Address: Avinguda de Cerdanyola, 75, 08172 Sant Cugat del Vallès, Barcelona (Spain)
- Hours of operation: 9:00 to 14:00 and 15:00 to 18:00 Central European Time (CET)

- Email: support@sensingtex.com

11. WARRANTY

Sensing Tex commercialized products require 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 Sensing Tex will not be responsible for any damage to the product or malfunction.

Sensing Tex 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.

11.1. Disclaimer on warranty.

The client hereby acknowledges that the research and development project carried out by the use of 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 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, Sensing Tex 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.

11.2. Exclusions and Limitations.

This warranty does not cover:

1. Problems with and/or damage to the Development kit by using accessories, parts or components not made by Sensing Tex.

2. 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.
3. 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 Sensing Tex recommended parameters.
4. Claims arising from external causes, including (without limitation), accidents, natural disasters, fire, earthquake, or any other acts of God.
5. Products with a serial number, guarantee seals or date stamp that has been altered, obliterated or removed
6. Products for which Sensing Tex will not receive payment in full

11.3. Remedies under the warranty

If any eligible claim on the warranty is received by Sensing Tex within the applicable warranty period, Sensing Tex 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 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. Sensing Tex 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, Sensing Tex may (at its sole option) exchange the part with a functionally equivalent substitute model from Sensing Tex current catalog. Sensing Tex 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. Sensing Tex and the purchaser 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, will result in the Courts of the city of Barcelona.