



TERMS AND CONDITIONS OF SALE

1. Acceptance

The following are the Terms and Conditions upon which Sensorex s.r.o., identification number: 05977649, seated Okružní 2615, 370 01 České Budějovice - České Budějovice 3 (hereinafter "**Seller**" or "**Sensorex**") agrees to sell and deliver its products to buyer (hereinafter "**Buyer**"). No contract for sale shall be formed until Seller issues a Sales Order Acknowledgement in response to Buyer's order. The Sales Order Acknowledgement will be delivered to the Buyer via email. The contract is only concluded when Sensorex confirm Buyer's order. Buyer will receive an order confirmation (Sales Order Acknowledgement) to the e-mail address Buyer has chosen. These General Terms and Conditions are also attached to the Sales Order Acknowledgment. Provisions and conditions of Buyer's order which are in any way inconsistent with or in addition to the provisions of these Terms and Conditions shall be inapplicable and not be binding upon Seller unless specifically agreed to by Seller in a supplemental writing signed on behalf of Seller by the appropriate authorized representative. Orders are non-cancelable after Seller's Sales Order Acknowledgment.

If the Buyer is a consumer within the meaning of Act No. 634/1992 Coll. on Consumer Protection as amended [consumer is a natural person who does not act as part of his business activity or as part of the independent performance of his profession (hereinafter referred to as "**Consumer**")], he has rights and obligations expressly designated for Consumers by these Terms and Conditions.

2. Delivery, Transfer of Title and Risk of Loss

Seller will deliver all products to Buyer under the terms of INCOTERMS 2012 - Ex Works.

3. Changes

Seller reserves the right to make changes to Seller's documents (drawings, test procedures, etc.) which describe the products, or components or parts thereof, without notice. Buyer shall not have rights of concurrence or approval unless Seller specifically agrees in writing.

If the Buyer sells or donates the purchased goods (or otherwise transfers ownership of the goods), he must inform Sensorex about this. If he does not do so, Sensorex will treat the Buyer as the owner of the item (e.g. in the case of a complaint, he will deal only with the Buyer and in the event of a refund, he will return the money to the Buyer).

4. Payment

Seller shall submit invoices on the date of shipment. Partial invoices may be submitted for partial shipments. Terms are Advance Payment before shipment. Delayed payments are subject to the lower of a 1.5% per month late charge or the maximum rate of interest allowable by law. All payments shall be made in EUR, CZK or USD or in another currency, as provided in the Sales Order Acknowledgement.

5. Warranty

Seller warrants for a Buyer who is not a Consumer, for a period of 1 year from date of manufacture, that goods of its own manufacture shall be free of defects in materials and workmanship under normal use and service, provided they are maintained in accordance with Seller's instructions. At its option, Seller will either repair or replace goods that are found to be defective within the warranty period. Replacement parts will be delivered F.O.B. shipping point, and Seller may require the return of allegedly defective parts, freight prepaid, to establish the warranty claim. The warranty is applicable only if (a) the defect occurred under normal use and service; (b) the defect arose from faulty workmanship or materials; (c) Buyer notified Seller in writing of the defect within 10 days of its discovery by Buyer; and (d) the goods are properly employed in the use for which they are intended and maintained in accordance with any applicable Seller operation and service manuals. The warranty provided will be void if the goods: (a) were repaired or serviced by a service facility which was not authorized by Seller; (b) utilize replacement parts not manufactured by Seller; or (c) were modified in a manner not approved by Seller. Any warranties provided on goods not manufactured by Seller are assigned to Buyer, without recourse to Seller, at the time of delivery. Any descriptions, drawings, samples or similar materials used in connection with any sale are for the sole purpose of identifying the goods and are not to be construed as a warranty that the goods will conform to such description. Buyer, in accepting the delivery of goods, acknowledges that Seller makes no other warranties or representations with respect to the goods, express or implied, and Seller disclaims the implied warranties of merchantability and fitness for a particular purpose. Seller's total liability under this paragraph shall be limited to Seller's purchase price for the defective goods.

A Seller is liable to a Buyer who is a Consumer for a defect-free condition of a sold goods upon takeover. A Seller is in particular liable to ensure that at the time the Buyer takes over the goods: a) the goods have the properties stipulated by the



TERMS AND CONDITIONS OF SALE

parties, and in the absence of such a stipulation such properties which the Seller or producer described, or which the Buyer expected given the nature of the goods concerned and the advertising presented by the Seller or producer, b) the goods are suitable to be used for the purpose stated by the Seller or to which the goods of such kind are usually used, c) the goods' quality or design correspond to the agreed sample or model if such quality or design was determined on the basis of an agreed sample or model, d) the goods have the quantity, measurement or weight and e) the goods meet the requirements laid down by legal regulations. In case there is a defect within 12 (twelve) months from takeover of the goods, the goods are presumed to have already been defective upon takeover (unless the nature of the item or defect precludes it); this period does not run for the period during which the Buyer cannot use the goods, if he has justly complained about the defect. If the goods have a defect within the meaning of this paragraph, the Buyer may request its removal. According to his choice, he can demand the delivery of a new item without a defect or the repair of the item, unless the chosen method of removing the defect is impossible or disproportionately expensive compared to the other; this is assessed in particular with regard to the significance of the defect, the value that the item would have without the defect, and whether the defect can be removed in a second way without significant difficulties for the Buyer. Other conditions are set out in Act No. 89/2012 Coll., (Czech) Civil Code.

Seller warrants to a Customer, for a period of 1 year from date of manufacture, that goods of its own manufacture shall be free of defects in materials and workmanship under normal use and service, provided they are maintained in accordance with Seller's instructions. At its option, Seller will either repair or replace goods that are found to be defective within the warranty period. Replacement parts will be delivered F.O.B. shipping point, and Seller may require the return of allegedly defective parts, freight prepaid, to establish the warranty claim. The warranty is applicable only if (a) the defect occurred under normal use and service; (b) the defect arose from faulty workmanship or materials; (c) Buyer notified Seller in writing of the defect within 10 days of its discovery by Buyer; and (d) the goods are properly employed in the use for which they are intended and maintained in accordance with any applicable Seller operation and service manuals. The warranty provided will be void if the goods: (a) were repaired or serviced by a service facility which was not authorized by Seller; (b) utilize replacement parts not manufactured by Seller; or (c) were modified in a manner not approved by Seller. Any warranties provided on goods not manufactured by Seller are assigned to Buyer, without recourse to Seller, at the time of delivery. Any

descriptions, drawings, samples or similar materials used in connection with any sale are for the sole purpose of identifying the goods and are not to be construed as a warranty that the goods will conform to such description. Buyer, in accepting the delivery of goods, acknowledges that Seller makes no other warranties or representations with respect to the goods, express or implied, and Seller disclaims the implied warranties of merchantability and fitness for a particular purpose. Seller's total liability under this paragraph shall be limited to Seller's purchase price for the defective goods.

If the Buyer is a Consumer, he has the right to return the goods within 14 days if he purchased them remotely, i.e. for example via the Sensorex e-shop (withdrawal from the contract when purchasing goods remotely). In this case, the Buyer must return the goods undamaged, undamaged and without signs of use. It is necessary to check the goods thoroughly immediately after taking them over from the Seller. If the goods show signs of wear or other use, Sensorex may reduce the purchase price, which will be returned to the Buyer. As soon as the Buyer withdraws from the contract according to this paragraph, he must return the goods to Sensorex without undue delay, no later than 14 days from the withdrawal from the contract. Buyer returns the goods at his own expense, which will not be reimbursed to him. The goods should be undamaged, unused and clean, including all accessories Buyer received with them. If possible, the goods should be returned in the original packaging. In the event that the Buyer returns the goods damaged, scratched, or with other signs of use, it is up to Sensorex to accept the withdrawal from the contract or not or to reduce the purchase price of the goods returned to the Buyer by an amount that corresponds to such use. The purchase price will be returned to the Buyer within 14 days of withdrawal from the contract in the same way as the payment was made. However, the Purchase price will not be refunded until the Buyer returns the goods to the Seller.

When purchasing as an entrepreneur, the Buyer does not have the legal right to return the goods within 14 days for a purchase made remotely, unlike a consumer.

6. Patents

Seller agrees to indemnify Buyer for any monetary damages and costs finally awarded against Buyer in any non-appealable judgment determining that any products manufactured and furnished to Buyer by Seller, in the form delivered to Buyer by Seller, when properly used in accordance with Seller's service manuals, bulletins and instructions, infringe upon any patent



TERMS AND CONDITIONS OF SALE

belonging to any third person; provided that Seller is given prompt written notice of any and all claims or threatened claims of infringement and full control of the defense and settlement of such claims (with the assistance and cooperation of Buyer as requested). Seller shall not be liable to indemnify Buyer for any damages and costs arising out of patent infringement if the infringement arises out of compliance with Buyer's specifications, or from a combination with, and addition to, or a modification of the products after delivery by Seller or from use of goods, or any part thereof, in the practice of a process. The foregoing states Seller's sole liability, and Buyer's sole remedy, for infringements of the intellectual property rights of others by Seller's products.

7. Limitation of Liability

(a) Except as otherwise specifically provided in sections 5., 6. and 7., if the goods are intended and used for business purposes, in no event shall Seller be liable for any incidental, special, indirect or consequential damages resulting from any reason whatsoever. This exclusion applies to all legal theories under which damages may be sought against the Seller under these Terms and Conditions.

(b) The cumulative liability, if any, of Seller for direct damages arising under any provision of these Terms and Conditions or any contract entered into pursuant hereto and under theory of liability with respect to the products is limited to an amount not to exceed the price paid by Buyer for the particular products giving rise to the liability. The right to recover damages within the limitations specified in this section 7 is Buyer's exclusive alternative remedy in the event any other contractual remedy fails in its essential purpose.

(c) If the goods are not intended and used for business purposes, liability is governed by generally binding regulations, in particular the provision of § 2939 and following of the Czech civil Code.

8. Confidential and Proprietary Information

(a) Each of Buyer and Seller shall use the other's Confidential Information solely for the purpose of fulfilling its obligations under these Terms and Conditions and any contract entered into pursuant hereto and shall not disclose any such Confidential Information to any third party other than as may be specifically authorized by the disclosing party in writing. Buyer and Seller shall take reasonable steps to protect the other's Confidential

Information including, without limitation, by restricting disclosure of such Confidential Information only to those persons who have a "need to know" and who are subject to similar confidentiality undertakings. Each of Buyer and Seller shall use at least as much care in the protection of the other's Confidential Information as it uses to protect its own trade secrets. "Confidential Information" means all non-public information, documents and materials provided by one party to the other before or after the date of the order including, without limitation, specifications, prices, sales data, research and development, information regarding costs and know-how. The term Confidential Information shall not include information that (A) is or becomes publicly available without breach of this Section 8 or (B) was known to the receiving party at the time of disclosure, as demonstrated by files in existence at the time of disclosure.

(b) Seller retains all rights of ownership to all designs, developments and tooling provided or developed by Seller in performance of any contract entered into pursuant to these Terms and Conditions, whether or not nonrecurring payments have been made by Buyer and whether or not the form of such payments was a lump sum or amortized.

(c) Buyer shall not, nor shall it permit others to, (i) reverse engineer, disassemble or otherwise derive any intellectual property embedded in the products; (ii) modify, tamper with or create derivative works of the products or any intellectual property embedded in the products or integrate or incorporate them with or into any other items; or (iii) strip out or alter any trademark, service mark, copyright, patent, trade secret, ownership or any other proprietary or intellectual property notices on or within the product.

9. Compliance Clauses

For the purposes of this Term and Conditions:

Associated Persons means any person performing services for or on behalf of a party, including but not limited to subsidiaries, employees, agents and contractors;

Sanctioned Party means any party or parties listed on any list of designated or other restricted parties maintained under Trade Restrictions, including but not limited to the lists maintained on the basis of Act No. 69/2006 Coll., on the implementation of international sanctions, as amended;

Trade Restrictions means any applicable export control, trade or economic sanctions, embargo or similar laws, regulations, rules, licences, orders or requirements including without



TERMS AND CONDITIONS OF SALE

limitation those of the Czech Republic, UN, UK, U.S. and the EU.

Distributor means a person who sell, resell, export, re-export, transfer, distribute, dispose of, disclose or otherwise deal with the Goods to third parties, either to end consumers or other distributors.

Associated Person means any entity in relation to each other which is directly or indirectly managed or controlled by substantially the same person (e.g. two subsidiaries under a holding company).

(a) Trade Restrictions:

(a.1) The Distributor hereby acknowledges and agrees that the supply of the equipment and/or provision of services to Distributors may be subject to Trade Restrictions. The Distributor is solely responsible for complying with and shall not do anything which would cause *Sensorex* to be in breach of, Trade Restrictions. In particular, the Distributor agrees that it:

(a.1.1) will not use, sell, resell, export, re-export, transfer, distribute, dispose of, disclose or otherwise deal with the equipment and/or services, directly or indirectly, to: (i) any country, territory, or destination with which *Sensorex*, as a matter of policy, does not conduct business, (including but without limitation to Iran, Syria, Sudan, Cuba, Crimea & Sevastopol and North Korea, and any other territory subject to comprehensive Trade Restrictions from time to time); (ii) any other territory to which the supply of the Goods and/or Services would be restricted or prohibited under Trade Restrictions (subject to the Distributor obtaining any and all licences and/or approvals required to make such a supply); or (iii) any Sanctioned Party (or any party owned or controlled by a Sanctioned Party);

(a.1.2) will obtain and maintain any required export licence or other governmental approval and complete such formalities as may be required under Trade Restrictions in order to use, sell, resell, export, re-export, transfer, distribute, dispose of, disclose or otherwise deal with the equipment and/or services;

(a.1.3) will make enquiries as to the end use and end user and carry out sanctions screening checks on its customers and any other end users (including their shareholders, beneficial owners and senior management) prior to the supply of *Sensorex* equipment and/or services in order to ensure compliance with this clause 9; and

(a.1.4) will not put the *Sensorex* equipment and/or services, in their entirety or in part, to any use in connection with the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or the development, production, maintenance or storage of missiles capable of delivering such weapons or to any military end-use in violation of any applicable embargo (including, but not limited to, embargoes maintained by the Czech republic, EU, UK, OSCE and/or UN). In addition, the Distributor shall not sell, resell, supply, export, re-export, transfer, divert, distribute or dispose of the equipment and/or services to any third party where the Distributor knows or has grounds for suspecting that the equipment and/or services are or may be intended for one of the uses specified in this clause (a.1.4).

(a.2) Nothing in this clause 9 shall require either party to act in any way contrary to any blocking or antiboycott laws with jurisdiction over such party's operations, including (if applicable) the Anti-Foreign Sanctions Law of the People's Republic of China.

(b) Compliance with laws

(b.1) Distributor agrees to comply with the following:

- (b.1.1) all local and national laws in the territories in which it operates;
- (b.1.2) all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption, and in particular Distributor shall not:
- (a) make any offer, payment, promise to pay, or authorise the giving of any monies or financial or other advantage to any person:
 - (i) for the purpose of inducing or rewarding that person (or any other person) to perform their role or function improperly;
 - (ii) for the purpose of influencing a public official in relation to any decision, act or other performance (including failure to perform) of their official role or function, with the intention of obtaining or retaining business or a business advantage; or
 - (iii) that is otherwise for the purpose of improperly obtaining or retaining business or a business advantage of any kind;



TERMS AND CONDITIONS OF SALE

- (b) request, agree to receive, or accept, any monies or financial or other advantage in return or as a reward for performing their role or function improperly; or
- (C) engage in any other activity, practice or conduct which would constitute an offence under any other applicable anti-corruption or anti-bribery legislation, or that would place *Sensorex* in breach of such legislation;

(b.1.3) all applicable taxation laws and shall in particular not commit an offence of cheating the public revenue or an offence consisting of the evasion of tax, or the facilitation of tax evasion by another person;

(b.1.4) the Halma plc Group Code of Conduct as updated or amended from time to time, which may be found on the Halma website (www.halma.com).

(c) Procedures and controls

(c.1) The Distributor confirms it will at all times during the term of the contract to which these Terms and Conditions are attached:

(c.1.1) have in place effective policies and procedures to ensure compliance with this Terms and Conditions (and in particular the laws referenced at clauses b.1.2 and b.1.3 above);

(c.1.2) procure that its Associated Persons in respect of this Terms and Conditions and any other agreements with *Sensorex* are aware of and comply with the provisions of clauses (a)-(c) of this article 9 of this Term and Conditions;

(c.1.3) maintain complete and accurate records of all transactions and payments related to this Terms and Conditions and any other agreement between the Distributor and *Sensorex* and, on reasonable request, disclose details of those transactions and payments to *Sensorex*;

(c.1.4) on reasonable request confirm in writing to *Sensorex* that it has complied with the requirements of this Clause and, if so requested, allow *Sensorex* to verify this compliance by way of an audit of its records; and

(c.1.5) immediately inform *Sensorex* if it suspects or becomes aware of any breach of this Clause by it or any of its Associated Persons and provide detailed information about the breach.

(d) Liability and Termination

(d.1) In addition to any other remedy available to *Sensorex*, the Distributor will indemnify, keep indemnified and hold harmless (on a full indemnity basis) *Sensorex* and its affiliates, officers and personnel against all direct or indirect liabilities, claims, demands, damages, losses or expenses (including legal and other professional adviser's fees and disbursements), interest and penalties suffered or incurred as a result of any breach by of the Distributor's obligations in clause 9 of this Terms and Conditions. This indemnity will not apply to any fine levied on *Sensorex* as a result of *Sensorex*'s criminal liability.

(d.2) *Sensorex* shall not be obliged to perform any obligation and shall have the right to terminate this Terms and Conditions and any other agreement with the Distributor, immediately and without being liable for any damages or costs of any kind, if in its sole discretion it reasonably believes that such performance in full or in part would be in violation of clauses (a)-(c) of this article 9 of this Term and Conditions.

10. Modifications and Waivers

No modifications or amendment of these Terms and Conditions shall be binding on Seller unless made in a written instrument signed by both Seller and Buyer. A waiver of any breach of these Terms and Conditions, the acceptance of any order inconsistent with these Terms and Conditions or the making of deliveries pursuant to such order shall not be deemed a modification of these Terms and Conditions.

11. Force Majeure

Seller will not be in default with respect to these Terms and Conditions or any contract entered into pursuant hereto because of any failure or delay if the failure or delay is the result of any act of God, act of any government in either its sovereign or contractual capacity, fire, flood, epidemic, quarantine restriction, strike, freight embargo, severe weather condition, civil commotion, war or war-like operation, act of terrorism, invasion, rebellion, hostilities, military or usurped power,



TERMS AND CONDITIONS OF SALE

sabotage or any other cause beyond the reasonable control of Seller.

12. Severability

If any provision of these Terms and Conditions or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of these Terms and Conditions, and the application of such Terms and Conditions to persons or circumstances other than those to which such provision is held invalid or unenforceable, shall not be affected thereby and all remaining provisions of these Terms and Conditions shall be valid and shall be enforced to the fullest extent permitted by law.

13. Attorneys' Fees and Other Fees and Court Costs

The party prevailing in any litigation arising from a dispute between the parties with respect to any contract entered into by Seller and Buyer incorporating these Terms and Conditions shall be entitled to reasonable attorneys' fees, expert witness fees and all related legal, expert witness and court costs to the extent determined by the court.

14. Applicable Law; Jurisdiction and Venue; Waiver of Jury Trial

(a) These goods are purchased in the Czech Republic (without regard to its conflicts of laws rules) and this purchase is governed by the law of Czech Republic (including applicable EU law) as provided herein. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply in accordance with Article 6 of this Convention.

(b) Each of the parties hereto acknowledges that they are subject to the exclusive jurisdiction of the courts of the Czech Republic and specifically the court of local jurisdiction based on the seat of Sensorex (i.e. the materially and locally competent Czech court in whose district Sensorex has its registered seat) and agrees that any proceedings relating to all disputes concerning the interpretation of these Terms and Conditions or products under these Terms and Conditions shall not be commenced before another court.

(c) If a dispute arises between the Seller and the Buyer, which is not resolved amicably between the contracting parties, then this dispute can also be resolved by the alternative dispute resolution method. In such a case, the Consumer can contact the subject of out-of-court dispute resolution, which in the given case is Česká obchodní inspekce (the Czech Trade Inspection).

15. Miscellaneous

Regarding the protection and processing of data as a Buyer by Sensorex, these Terms of Personal Data Protection apply.

The Agreement between Buyer and Sensorex is concluded in English. If a translation of the text of the Agreement or these Terms and Conditions is created for the Buyer's needs, the interpretation of the Agreement or these Terms and Conditions in English applies in the event of a dispute over the interpretation of terms. By placing an order, the Buyer agrees that he understands the text written in English and is therefore able to assess his rights and obligations in this language. If the Buyer is a Consumer, the Buyer is entitled to ask Sensorex to provide him with the Agreement and these Terms and Conditions in the Czech language and, where applicable, to provide him with additional information in the Czech language.

The Seller shall be entitled to offset its own receivables or receivables of companies affiliated with the Seller against receivables of the Buyer. Offsetting with counter-claims of the Buyer or the assertion of a right of retention due to such claims shall only be permitted, as far as the counter-claims are undisputed or have been determined absolute.

The Buyer shall bear the costs for storage after passing the risk or during the delay caused by the Buyer. If storage is provided by the Seller, the storage costs shall be 0.5 % of the invoice amount of the delivery objects that are to be stored per full week. The right to assert and prove additional or lower storage costs shall be reserved.

16. Buyer Acknowledgement

These Terms and Conditions are accepted by completing the Goods order process, which the Buyer completes on the website operated by Sensorex. For the acceptance of these Business Terms and Conditions, a relevant check button is available on the website - by checking this button, the Buyer accepts these Business Terms and Conditions. Checking the relevant button and therefore accepting these Terms and Conditions will be reflected in the metadata available to Sensorex.

If these Terms and Conditions are attached to a written contract and not to a contract concluded in an online environment, it is necessary for the Buyer to either sign these Terms and Conditions or to state in the contract to which these Terms and Conditions are attached that he agrees with these Terms and Conditions.



TERMS AND CONDITIONS OF SALE

Date of issue of these Terms and Conditions - November 30,
2023