



nebusens

Connecting Ideas with Technology

General Terms and
Conditions of Sale and
Use of n-Core®

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Thank you for using our products!

By buying our products ("Products"), you ("You") accept and agree to be bound by these standard terms and conditions of sale and use (the "T&C"). It is important for You to read each section of this document, as it is legally binding between You and NEBUSENS, S.L., a company legally incorporated and existing according to the Laws of Spain, company registered in the Mercantile Register of Salamanca volume 404, book 0, page 44, sheet SA-13291, with Tax (VAT) number ES-37493202 and registered address at Parque Científico de la Universidad de Salamanca, Edificio M2, Calle Adaja, s/n, 37185, Villamayor de la Armuña, Salamanca, Spain, ("NEBUSENS"), regarding your use of the Products. Please, read this whole document before buying and/or using your Products.

1. Definitions

- a) "Product" or "Product(s)" shall mean the hardware devices, software programs (including but not limited to firmware, applications and libraries) and upgrades, solutions and services developed, manufactured and marketed by NEBUSENS.
- b) "Customer" shall mean an individual or entity validly purchasing and/or obtaining a license on the Product.
 - 1. "End User" shall mean a Customer who acquires Products for its own use and do not resell the Products.
 - 2. "OEM Customer" shall mean a company or entity that purchases the Products with the purpose of embedding or integrating the Products into other products or reselling the Products under a different name and label.
 - 3. "Distributor" shall mean a company or entity that buys the Products, warehouses them, and resells them to retailers or direct to the end users or other customers.
- c) "Intellectual Property Rights" shall include but not be 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 Products and the Documents.
- d) "Documents" shall include but not being limited to the information contained in NEBUSENS' Websites and User's Handbooks.

2. Acceptance

These T&C terms shall apply to all offers and sales made by NEBUSENS. Specific terms and conditions agreed upon for a particular order shall not bind NEBUSENS for future orders. A purchase order submitted to NEBUSENS or the reception of Products supplied by the latter implies express acceptance of these T&C upon which only specific selling terms agreed upon by NEBUSENS and Customer on a case by case basis, will prevail.

3. Offers

Unless expressly stated otherwise in a specific offer, NEBUSSENS' offers shall be valid for a thirty (30) calendar day term as from the day in which they were communicated to Customer, after which they will not bind NEBUSSENS.

4. Discontinuance of supply

NEBUSSENS shall be entitled at any time to discontinue the production, sale or distribution of any of its Products, to change the design, structure, or functionality of any of its Products and any part thereof, to amend the Products and to change its service, warranty or other policies. NEBUSSENS engages to support discontinued Products 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 in NEBUSSENS' price lists and offers shall be deemed as expressed in Euro currency and shall be considered Ex Works Salamanca, Spain (Incoterms® 2010), not including VAT or any other applicable tax or duty.

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

A price list disclosed by NEBUSSENS supersedes and makes unenforceable any preceding one as from the date of its coming into force. The valid price list shall be the one in force at the time of placing an order.

6. Payment

Unless otherwise expressly agreed upon in writing, payment terms shall be a down payment for the full amount of the order. Should any easy terms be granted to Customer, any payment delay will increase the debt with the delay interest foreseen under Spanish Act 39/2010 of 22nd December 2010, at the rate of 5% established for the 1st of January of 2011 or by any future interest rate published thereafter.

Notwithstanding of the aforementioned, and explicitly agreed by NEBUSSENS, the general policy of payment that NEBUSSENS' Customers must assume is as follows:

- 50% payment upon acceptance of the order.
- 50% payment on delivery of the material (material is deemed to have been delivered when it is picked up by the Customer or a carrier authorized and paid by the Customer at NEBUSSENS' headquarters in Salamanca, Spain).

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

7. Retention of title

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

8. Orders

Except for online orders, all orders shall be forwarded to NEBUSENS in writing, either by fax or email. NEBUSENS shall issue a pro forma invoice which shall be signed and stamped in acceptance by the Customer and submitted to NEBUSENS.

NEBUSENS may reject or cancel any pending order, whenever there are pending payments from Customer.

Orders cannot be cancelled after shipment of Products. Neither can they be cancelled in case of non-stock Products, nor after the start of the raw materials supply or the manufacturing processes.

9. Delivery

Unless expressly agreed otherwise, delivery terms shall be Ex Works Salamanca, Spain (Incoterms® 2010). Should Customer be interested in any other delivery term, it shall inform NEBUSENS thereof at the time of placing its order, in order for NEBUSENS to submit a new quotation to Customer.

Delivery time shall be the one disclosed in NEBUSENS's offer and shall start the day after full payment is made by Customer or, should any easy terms be granted by NEBUSENS, the day after a downpayment is made by Customer in the amount agreed upon with NEBUSENS.

Notwithstanding of the aforementioned, and explicitly agreed by NEBUSENS, the general policy of delivery that NEBUSENS' Customers must assume is as follows:

- For orders involving a quantity equal to or less than 200 devices, the maximum delivery time will be 60 days from the acceptance of the order.
- For orders involving a quantity exceeding 200 devices, the maximum delivery time will be 120 days from the acceptance of the order.
- This policy of delivery must be agreed by NEBUSENS for each Customer (End User, OEM Customer or Distributor) in the corresponding offer (or distribution agreement, in the case of Distributors or OEM Customers, if a prevalent delivery time is not explicitly specified in the offer), and conditions may vary depending on the geographical areas of work of each Customer, the volume of orders between NEBUSENS and each Customer, the volume of orders between NEBUSENS and other Customers and the seasonal availability of components from suppliers.

Delivery of engineering and installation services, will be determined by NEBUSENS based on the requirement and planning from each particular project.

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

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

10. Shipping costs

The Ex Works Salamanca delivery term shall not be waived by the fact that Products are sent with shipping costs prepaid by NEBUSENS to the address disclosed by Customer, at Customer's prior request.

Products shipped by NEBUSENS do not include any shipping insurance; any Customer interested in taking out said insurance must expressly inform NEBUSENS 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 to Customer as a part of the shipping costs.

11. Warranty

NEBUSENS guarantees that the Products comply with the specifications contained in its offers for a period of one (1) year from the date of the invoice (except for the batteries, which have six (6) months warranty), provided that they are handled, shipped, stored and used according to the instructions to be found in the respective User's Handbooks. Therefore, NEBUSENS shall assume liability only for such non-conformities and defects which are proved to have been caused by actions or negligence committed before the Products were delivered to the first carrier.

Customer shall check deliveries immediately after reception and shall inform NEBUSENS in writing about any complaint or claim concerning the Product(s) which may be put on the latter. After a seven (7) day period from delivery has elapsed, Customer shall not be entitled to bring any claim or complaint regarding qualitative shortcomings and such defects or non-conformities which should have been noticed in the inspection and NEBUSENS shall not be obliged to accept return of such Products. Claims for any hidden defects or non-conformities must be made to NEBUSENS in writing within thirty (30) days after the Customer learned of the defect, and in any event within the one (1) year term from the date of the invoice.

Provided that claims are made within the above time limits and form requirements and the claim is found justifiable, NEBUSENS shall remedy the defect, non-conformity or shortcoming at no additional cost to the Customer, choosing at its discretion, to provide the remedy either through replacing or amending the defective or non-conforming Product. Replacement Products may be either new or equivalent in performance to new. NEBUSENS does not warrant that the operation of 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.

If your product is defective, please contact our Sales Service (support@nebusens.com). Repair service can be obtained by sending your defective product to NEBUSENS (shipping

costs pre-paid by Customer), according to the instructions to be found in our website. Some of our Products are protected with a safety seal and by removing this seal, whenever it happens, You are waiving this warranty.

NEBUSENS' warranty covers the repairs (manpower and materials) of each manufacturing defect that may obstruct the right operation of the Product. The replacement of any component or damaged equipment does not mean an extension of the guarantee period. If the Product is found upon examination by NEBUSENS to be defective, NEBUSENS shall bear shipping costs incurred in returning the Product to Customer as well as all costs involved in NEBUSENS' examination of the Product. If the Product is found upon examination by NEBUSENS to not be defective, Customer shall bear shipping costs incurred in returning the Product to Customer.

NEBUSENS may, at its discretion, demand the Product claimed to be defective or non-conforming to be either returned or inspected or tested by an independent third party acceptable to NEBUSENS. Customer shall arrange such returning, inspections or tests at NEBUSENS' request and the latter shall reimburse all reasonable expenses incurred in the returning, inspections or tests.

NEBUSENS shall assume no responsibility for any liabilities arising in connection with the use of the Products against or not in accordance with any instructions given or for other purposes than those for which they have been intended.

No liability could be claimed against NEBUSENS should the defective Product be handled, amended or altered in any way by a third party other than NEBUSENS or its authorized After Sales Service.

NEBUSENS does not guarantee the integrity of the software or data stored on the Product that will be checked, repaired or upgraded. It is therefore recommended that the Customer make a backup before sending the Product.

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

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

Except as herein expressly stated, the Products are provided "as is" and there are no warranties, express or implied, by operation of law or otherwise, made or authorized to be made with respect to any Products furnished hereunder. NEBUSENS disclaims any implied warranty of merchantability, fitness for a particular purpose, quiet enjoyment or non-infringement. In no event shall NEBUSENS be liable for any incidental, indirect, special, or consequential damages in connection with or arising out of these T&C or the existence, furnishing, functioning, performance or Customer's or any third party's use of any Products.

Customer is responsible and liable to End User for any warranty found to have been given to them by the Customer in excess of the warranty provisions set forth herein and shall indemnify and hold NEBUSENS harmless for any unauthorized warranty provided by the Customer.

Customer agrees to defend, indemnify and hold NEBUSSENS harmless from all claims, injuries, costs, expenses and damages, including attorneys' fees, resulting from:

- a) Any warranties or representations concerning the Products, either expressed or implied, made by OEM Customer, Distributors or its employees, which are beyond NEBUSSENS's Warranty Policy;
- b) Any distribution or sale of the Products by OEM Customer, Distributor or its employees for a purpose or application that has not expressly been agreed upon by NEBUSSENS;
- c) Any alteration of the Products by OEM Customer, Distributor or its employees that has not expressly been agreed upon by NEBUSSENS;
- d) Failure by OEM Customer, Distributor or its employees to maintain the Products in saleable condition;
- e) Any fault made by OEM Customer, Distributor or its employees during checking, testing or embedding of the Products;
- f) Any action brought against NEBUSSENS by OEM Customer or Distributor employees.
- g) Any claim brought by OEM Customer's customers and Distributor'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 OEM Customer or Distributor.

Distributors and OEM Customers will be directly responsible to the End Users of replacing defective Products, except in case of misuse. In this sense, NEBUSSENS will be responsible to the Distributor or OEM Customer of replacing these Products, except in case if misuse. For that, periodic remittances will be made from between NEBUSSENS and the Distributor or OEM Customer and vice versa, depending on the geographical location of the Distributor or OEM Customer, but generally every 3 months.

In case there are not Distributor or OEM Customer involved, NEBUSSENS will assume the costs of the shipments made between NEBUSSENS and the End User, and vice versa, required for these shipments.

Please, read the documentation of the Products for instructions about how to use the Products.

11.1. Hardware

The internal battery contained in some Products can only be replaced by NEBUSSENS' After Sales Service. Any attempt to replace said battery by the Customer or any third party shall imply a waiver of the warranty.

11.2. Software

NEBUSSENS hereby waives any warranty concerning software developed by third suppliers. Access to such software is solely provided to facilitate operation of the Products by Customers and to these effects, Customers must check and accept the Terms and Conditions of Use of each software supplier. Software adapted or developed by NEBUSSENS

for its Products is offered “as is” without any express or implied warranty. NEBUSENS is not responsible for the use of the products in medical and health applications and, in general, in any critical system on which human lives or public health may depend (nuclear power plants, reservoir lock gates, security systems, etc.).

12. Liability waiver

Notwithstanding other liability waivers contained in section 11 of these T&C, NEBUSENS's warranty does not apply to non-conformities, defects, personal injuries or death resulting from:

- (a) Improper or inadequate maintenance or calibration,
- (b) Software, interfacing, parts, or supplies not supplied by NEBUSENS,
- (c) Unauthorized modification or misuse,
- (d) Operation outside of the published environmental specifications for the Products, or
- (e) Improper storage, site preparation, wrong installation or maintenance,
- (f) Replacement of the internal battery by the Customer or any third party other than NEBUSENS,
- (g) Damaged materials or parts as a result of normal wear and tear,
- (h) Faulty performance of the products in which the Products are embedded or integrated by the OEM Customer or Distributor,
- (i) Non-conformities and defects which are proved to have been caused by actions or negligence committed before the Products were delivered to the first carrier,
- (j) Non-performance or faulty performance of the Products as a result of radio-frequency use restrictions or power broadcasting restrictions in every country.

13. Use of the documents

Use of the information contained in the Documents 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, NEBUSENS makes no express or implied representation or warranty of any kind with regard to the Documents, and specifically disclaims the implied warranties and conditions of merchantability and fitness for a particular purpose.
- b) NEBUSENS shall not be liable for any errors or incidental or consequential damage in connection with the furnishing, performance or use of the Documents and the examples included. No part of the Documents may be reproduced, stored in a retrieval system, or transmitted in any form or any means electronic or mechanical, including photocopying and recording, for any purpose other than the readers' personal use, without NEBUSENS' prior written consent.

- c) NEBUSENS has created the Documents for the personal use of End Users as well as for external communication. The information in the Documents, whether in whole or in part, cannot be used for commercial purposes without the prior written consent of NEBUSENS.
- d) The information on NEBUSENS' Websites has been included in good faith for general informational purposes only. It should not be relied upon for any specific purpose and no representation or warranty is given as to its accuracy or completeness.
- e) NEBUSENS has taken every care in the preparation of the website. However, as certain technical matters may be beyond its control, it cannot guarantee that Customer will have uninterrupted access to the Site at all times.
- f) NEBUSENS reserves the right, at its sole discretion, to modify, disable access to or discontinue, temporarily or permanently, any part or all of its websites or any information contained thereon without liability or notice to Customer.
- g) NEBUSENS shall not be liable for any loss, damage, liability or expense incurred in or suffered that is claimed to have resulted from the use of the Documents, including, without limitation, any fault, error, omission, interruption or delay with respect thereto. The use of the Websites is at the Customer's sole risk.
- h) Links on the Documents to third-parties' websites are provided solely as a convenience to End Users. By using these links, End User will leave NEBUSENS's websites. NEBUSENS has not reviewed all of these third-parties' documents/websites and does not control and is not responsible for any of these sites or their content. Access to any of these third-parties' documents/websites linked to this website, is entirely at the End User's own risk.
- i) Customers must carefully read the User's Manuals of the Products before putting the Products into operation. Provided that the Products operate with radio-frequency modules, the Customer may ask for the certifications of each Product. Installers assume all liability concerning gathering information on use restrictions of frequency bands in every country and acting according to any applicable regulation. NEBUSENS does not disclose the whole list of rules and regulations in force in every country. For further information please refer to:
 - a. CEPT ERC 70-03E - Technical Requirements, European restrictions and general requirements: <http://www.ero.dk>
 - b. R&TTE Directive - Equipment requirements, placement on market: <http://www.ero.dk>

14. Intellectual property

NEBUSENS, n-Core, n-Core Sirius, n-Core Sirius A, n-Core Sirius B, n-Core Sirius D, n-Core Sirius Quantum, n-Core Sirius RadION, n-Core Sirius ION, n-Core Polaris names, designs and logos are trademarks of NEBUSENS ("the Trademarks").

Some Products are protected by patents and/or other intellectual property rights.

Nothing in the Documents or in these T&C shall be construed as to grant Customers a license or any other right on NEBUSENS' trademarks, patents or other Intellectual Property rights. Customers are not permitted to copy, modify or use the trademarks without the prior written consent of NEBUSENS. The rest of trademarks that may appear in the Documents are the property of their owners.

Customers shall refrain from incurring in any action that may obstruct the granting of pending patents or any other intellectual property right for which NEBUSENS may have applied.

The design and source codes in NEBUSENS' websites, as well as any logo, trademark, trade name and any other symbols appearing in them belong to NEBUSENS or its suppliers and customers and are protected under the corresponding intellectual property regulations. Any use, reproduction, distribution, broadcasting, public disclosure, transformation or any other similar activity is prohibited unless NEBUSENS' or their owners' prior written consent is obtained.

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

15. Privacy policy

15.1. Data protection

In order to comply with the provisions in Spanish Data Protection Act (L.O. 15/1999 of 13th December) and its implementing Regulation (R.D. 1720/2007, of 21st December), NEBUSENS hereby informs its Customers and websites users that any personal data supplied through the forms contained in its websites shall be recorded in the file named "ADMINISTRACIÓN GENERAL DE LA EMPRESA", for which NEBUSENS is responsible, located at NEBUSENS' registered address and which has been registered with the Spanish General Registry for Data Protection (*Registro General de Protección de Datos de la Agencia Española de Protección de Datos - AGPD*).

Except for those fields expressly requesting compulsory filling, answers to the questions contained in any form are voluntary and therefore, the lack of answer does not imply a reduction of the quantity or quality of NEBUSENS' services. The aim of this data collection are to send information on NEBUSENS' Products and services as well as to collect Customer's acceptance to the terms of use of the forums and other sections in NEBUSENS' websites. By filling these forms Customers consent in receiving promotional offers concerning NEBUSENS' Products and services. You further consent further that NEBUSENS may make such data available to its services suppliers to the sole purpose of enabling service provision.

Any User providing personal data through any of the forms in NEBUSENS' websites shall count on a 30 day period to inform NEBUSENS in writing of his/her refusal to the processing of his/her personal data. Unless this communication is made, it shall be deemed that the User consents the processing of his/her personal data according to the terms set forth in

these T&C. All personal data collected shall be processed by using the security measures requested by Law to avoid their loss, damage or access by any unauthorized third party. User may nevertheless be aware of the fact that the existing security measures for computer systems on the Internet are not entirely trustworthy. Should you think that your email address has been disclosed to us without your consent, do not hesitate to inform us thereof. Users may at any time exercise their rights of access, rectification, update, cancellation and objection, as well as revoke the consent granted for all of any of the above-mentioned processing, by sending a written statement to NEBUSENS, either through the "Contact" section in our website <http://www.nebusens.com> or by post to the following address: NEBUSENS, S.L. Parque Científico de la Universidad de Salamanca, Edificio M2, Calle Adaja, s/n, 37185, Villamayor de la Armuña, Salamanca (Spain).

To exercise the above-mentioned rights you must indicate your name, ID/passport number, full address, date and signature, including any document supporting your request, in case it is needed; a copy of your ID card/passport must be enclosed, unless you use an electronic signature. User shall be liable for the veracity of data provided and only in case of holders of parental rights concerning children under fourteen and in connection with said children, shall NEBUSENS accept the disclosure of personal data concerning third parties. Users shall assume all liability for direct or consequential damages arising out of or in connection with the provision of false, inaccurate, incomplete or non-updated data.

Furthermore, NEBUSENS reserves its right to exclude from any service for which prior registration is required, to any User having provided false data or failing to comply with these T&C, notwithstanding any other legal action to which NEBUSENS may be entitled. NEBUSENS reserves its right to modify its Privacy Policy or these T&C to adapt them to the regulations in force or for any other reason. Provided that the use of NEBUSENS' websites by Users shall be deemed as User's acceptance of NEBUSENS's Privacy Policy and T&C, User is hereby requested to check these T&C and any further amendments from time to time.

In addition to the foregoing considerations and with the aim of improving its after-sales service, NEBUSENS may record any or all telephone conversations with Customers and Users and store them in the above-mentioned "Customers" file. Unless expressly denied by Customers and Users, consent to the recording of these conversations shall be deemed granted by phoning to NEBUSENS' after-sales telephone numbers.

15.2. Privacy Policy

Users may visit NEBUSENS' websites without disclosing neither their identity nor any personal data. NEBUSENS' servers may only collect domain names but not email addresses of their visitors. This kind of information is used to elaborate reports on visit statistics, the time spent in the websites, websites accessed, the general origin of visitors (through "Favorites", search engines, links from other websites, etc.) to the sole purposes of getting information on how the websites are used and improving their contents and services.

15.3. Linked sites

NEBUSENS' websites may provide links to other sites but NEBUSENS assumes no liability on the privacy policies adopted by the linked sites, directly or indirectly. Links to other sites are provided as a suggestion only and do not imply NEBUSENS' warranty or liability concerning their quality, accuracy or contents of the information provided therein.

NEBUSENS does not warrant the veracity or accuracy of the information disclosed by its suppliers or third parties whose products or services are offered through NEBUSENS, their origin, ownership or the use or practical implementation made by Customers.

16. Applicable law and jurisdiction

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

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 Salamanca (Spain).



www.nebusens.com