

General Conditions of Sale

1. Definitions in Conditions of Sale

- 1.1 "*Contract*" means a legally binding agreement, according to which Supplier provides Deliverables to Purchaser.
- 1.2 "*Quotation*" means a statement in which the Supplier offers supply of Deliverables at a certain Delivery Date against a certain price. Referenced documents, drawings, attachments, exhibits, supplementary agreements and Statement of Work are part of the Quotation.
- 1.3 "*Proforma Invoice*" means the part of the Quotation marked as such, summarising the Deliverables and their pricing, mirroring the expected final invoice.
- 1.4 "*Confirmation*" means the Contract document.
- 1.5 "*Conditions*" means these General Conditions of Sale.
- 1.6 "*Deliverables*" means the products specified in the Confirmation. Products may be hardware, software, processed materials as well as services. Products may also include goods that are not new (for instance repaired goods).
- 1.7 "*Project*" means a unique process resulting in Deliverables.
- 1.8 "*Delivery Date*" means the date specified in Supplier's Confirmation by which the Deliverables should be physically present at a specified location (according to applicable Incoterm) or the date by which the work should be finalised.
- 1.9 "*Purchaser*" means the customer, the Party receiving the Deliverables
- 1.10 "*Supplier*" means the legal entity supplying Deliverables: Hukseflux Thermal Sensors B.V., a Limited Liability Company, registered and holding office in Delftechpark 31, Delft, The Netherlands, registered with the trade register under file number: 27234324,
- 1.11 "*Party*" means Supplier or Purchaser.
- 1.12 "*Third party*" means a legal entity or natural person, however not the Supplier or the Purchaser.
- 1.13 "*Supplier Personnel*" means Supplier employees and Subcontractors.
- 1.14 "*Subcontractor*" means a Third Party supplying Deliverables under a contract with Supplier.
- 1.15 "*Statement of Work*" or "*SOW*" is a document specifying the work that Supplier will perform for Purchaser. A SOW is applicable if the Deliverables are treated as a Project or if Deliverables are a service.
- 1.16 "*Confidential Information*" means information that is marked as confidential or may reasonably be understood to be confidential.
- 1.17 "*Document*" means information and its supporting medium (the medium may be paper, but may also be a digital information carrier).

2. Applicability & Agreement

- 2.1 These Conditions, and no other, apply to all acts in law and Contracts, including subsequent Contracts, between Purchaser and Supplier in which they act respectively as Purchaser and as Supplier.
- 2.2 Purchaser accepts these Conditions. Parties explicitly reject Purchaser's conditions of Purchase.
- 2.3 Deviations from these Conditions can only be made in writing.
- 2.4 A Contract is concluded after acceptance of Purchaser's order by Supplier in writing by means of a Confirmation originating from Supplier or alternatively it is concluded by (partial) delivery of the Deliverables.
- 2.5 In case of unintentional discrepancies between statements in the Confirmation and these Conditions, these Conditions prevail.
- 2.6 Legally valid Confirmations or Quotations specify the supply of Deliverables at a certain Delivery Date against a certain price. Referenced documents, drawings, attachments, exhibits, supplementary agreements and Statement of Work are part of the Quotation and Confirmation.
- 2.7 Purchaser shall acknowledge Confirmations within a week by returning a signed copy of the Confirmation. In case a signed copy is not returned, Supplier is entitled to cancel the Contract.

- 2.8 Purchaser shall not, without Supplier's prior written consent, publicly make any reference to Supplier or Contract, whether in press releases, advertisements, sales literature, expressions on the internet, blogs or otherwise.
- 2.9 Purchaser shall treat as Confidential Information all information provided by - or on behalf of Supplier or generated by Supplier or Purchaser under the Contract or during the process of preparing the Contract. The information supplied by Supplier remains the property of Supplier. Where Purchaser during the execution of the order works with Confidential Information originating from the Supplier, for instance personal data of Supplier' employees, strategic plans, marketing - and sales information, Purchaser shall comply with applicable privacy laws, take appropriate security measures to protect the data against loss, unauthorized or unlawful processing and promptly inform Supplier of any actual or suspected security incident.
- 2.10 Purchaser may not transfer, either in full or in part, its rights or obligations under Contract.
- 2.11 Supplier considers all information related to the Purchaser and Contract, unless made public by Purchaser, or unless release of information is required by law, to be confidential. In case Supplier wants to make public information relating to the Purchaser or Contract, Supplier will ask for permission of the Purchaser in advance.
- 2.12 Supplier may receive information about Purchaser from Third Parties. Supplier will keep confidential the source of such information, unless agreed upon by the Third Party, or unless release of information about the source is required by law.
- 2.13 With its products or as part of calibration services, Supplier issues calibration certificates with content limited as per ISO/IEC 17025-7.8.1.3. Such a certificate contains the calibration result, an uncertainty, a description of the calibration procedure and the traceability. In case an earlier certificate is supplied with the instrument, Supplier includes a reference in the calibration certificate to this earlier certificate. The certificate does not contain the name and contact information of the customer.

3. Quotations & Confirmations

- 3.1 Supplier quotes prices of Deliverables based on the latest Incoterms as issued by the International Chamber of Commerce at the date of Order. Unless otherwise specified the delivery term is EXW (Ex Works).
- 3.2 Prices for Deliverables do not include costs of packing and insurance.
- 3.3 Supplier quotes prices of Deliverables excluding VAT. Quoted prices do not include any other duties and taxes.
- 3.4 Supplier quotes in Euro currency (EUR). If quoted in another currency, Supplier's losses due to changes in exchange rate may be passed on to Purchaser in case these amount to more than 0.5 %.
- 3.5 In case of changing external circumstances having significant impact on the cost price of Deliverables or in the case unforeseen work is required, Supplier is entitled to change the Contract unilaterally.
- 3.6 Supplier is authorised to engage Subcontractors to execute the Contract.

4. Delivery

- 4.1 Supplier accepts responsibility to make a best effort to meet his obligations as laid down in the Contract.
- 4.2 Delivery dates specified in the Confirmation are approximate only.
- 4.3 The mere non-conformity to an obligation specified in the Contract does not constitute Supplier's default nor does it constitute attributable breach of Contract.
- 4.4 Deliverables to be supplied may be replaced by equivalent goods, for instance according to a latest version of the same product.

5. Supply of Services

- 5.1 In case of supply of services that involve work outside Supplier's office, the intended date of execution will be announced by Purchaser no less than 7 days in advance. Purchaser should take care that working conditions are such that the Project can be carried out efficiently and in accordance with commonly accepted working standards, regulations and safety precautions.

This for example includes providing electrical power, parking space, access to the site, sanitary facilities, appropriate heating or cooling and a copy of the emergency plan. Purchaser is responsible for carrying out preparatory work as specified by Supplier. In case these conditions are not met, Supplier Personnel may carry out the necessary work to meet the appropriate conditions. Supplier has the right to separately invoice additional work. Upon finalizing the Project, Supplier and Purchaser will carry out a joint commissioning, and Purchaser will make a written confirmation of acceptance, including possible corrective action by Supplier.

- 5.2 In case of supply of measurement services, Purchaser is responsible for supply of samples / specimens as agreed with Supplier, with accompanying data sheet and with specification of the necessary safety measures to work safely with these specimens.
- 5.3 In case of supply of equipment rental services, Purchaser is responsible for shipment as well as return of the rented equipment in a condition comparable to the condition in which the equipment was received. In case of damage to the rented equipment or use of consumables, the repair- or replacement costs may be added by Supplier to the price of the Deliverables.
- 5.4 Purchaser will ensure that all data requested by Supplier, or data which Purchaser should reasonably understand to be required for the execution of the Contract, will be provided to Supplier in time. If the data required for the execution of the Contract have not been provided to Supplier in time, Supplier will have the right to suspend execution of the Contract and/or charge the additional cost arising from the delay to Purchaser at the usual rates.
- 5.5 In case of supply of calibration services, Supplier issues the same certificates as with its products, see 2.13.

6. Guarantee

- 6.1 Supplier guarantees the supplied goods to be new, free from defects and free from faults related to their production and manufacturing.
- 6.2 The time interval defining the product warranty starts at the date of transfer of ownership.
- 6.3 The general product warranty is 2 years.
- 6.4 The product warranty is 5 years for pyranometers, pyrgeometers, albedometers, net radiometers and pyrhelimeters.
- 6.5 The warranty does not apply to services such as installation or measurement services and equipment rental services.
- 6.6 The warranty does not apply if the application of the product involves significant "wear and tear", if it involves use outside the specified range of application, or if it involves accidental damage or misuse.
- 6.7 The warranty expires when any other Party than Supplier makes modifications to or repairs the products.
- 6.8 Repair under warranty is carried out at Supplier's office. Products to be repaired under warranty must be sent by Purchaser to Supplier to be examined.
- 6.9 Products or parts of products may only be sent to Supplier after obtaining a Return Materials Authorisation. Authorisation is confirmed by Supplier by issue of the RMA number.
- 6.10 Additional costs such as shipping costs shall be paid by Purchaser.
- 6.11 If Supplier judges that repair under warranty is not applicable, repair costs are negotiated on a case-by-case basis.
- 6.12 If the performance of goods does not conform to expectations, they may be returned if they are in "as-good-as-new" condition. Returned goods are subject to a re-stocking fee, which is determined on a case-by-case basis.
- 6.13 In case repeated orders with the same Deliverables have been negotiated or can reasonably be expected, Supplier guarantees it shall provide Purchaser written notice of all product discontinuances twelve (12) months prior to the last possible order date. Supplier will offer Purchaser the opportunity to place a last order according to usual conditions.

7. Ownership and Right of Use

- 7.1 Ownership and right of use of the Deliverables shall pass to Purchaser at the time at which full payment has been received by Supplier.

8. Inspection, Testing, Rejection and Acceptance of Deliverables

- 8.1 Purchaser has the right to decide not to accept (reject) the Deliverables. The reason may be non-conformity to the Confirmation, to these Conditions, as well as non-conformity to agreed requirements of the Deliverables. If Purchaser rejects the Deliverables, Purchaser shall notify Supplier of the cause of rejection.

9. Termination

- 9.1 Supplier may terminate the Contract immediately and at any time, in the event that Purchaser breaches or defaults in the performance of any of the requirements of the Contract or the requirements of these Conditions and Purchaser does not cure or remedy the breach within 10 days after receipt of written notice.
- 9.2 Supplier may terminate the Contract immediately and at any time, in the event that Purchaser is filed under bankruptcy or insolvency, adopts or arrangements with creditors, is dissolved or enters into liquidation; under such conditions Supplier keeps the right to claim compensation of losses resulting from termination.

10. Payment

- 10.1 Payment of the Supplier's invoice is made by Purchaser to Supplier according to the payment conditions specified in the Confirmation.
- 10.2 Unless otherwise agreed payment is due within 30 days after Supplier's invoice date.
- 10.3 Upon expiry of the payment terms, if no payment has been received by Supplier, the Purchaser will be in default, also without receiving formal notification.
- 10.4 If Purchaser disputes the invoice amount, Purchaser must submit its objections to Supplier in writing within fourteen days of invoice, failing which this right will lapse.
- 10.5 From the due date of the invoice until the date of payment in full, Purchaser will owe Supplier 1.5 % per month interest on the outstanding amount. Supplier may refer the debt for collection in which case Purchaser accepts liability for direct as well as indirect and consequential damages.

11. Payment by Letter of Credit

- 11.1 In case of payment by Letter of Credit (LC), Purchaser has to state the following in his order: description of the Deliverables; starting point of shipment: Delft The Netherlands; destination of shipment: (City, Country); freight type to be used; latest allowed shipment date from Delft The Netherlands; applicable Incoterms; "partial-shipment-allowed" or "partial-shipment-not allowed"; "transshipment-allowed" or "transshipment-not-allowed". In case the Incoterms are not mentioned, it will be "EXW". In case there is no clarification of partial shipment and transshipment, both are allowed. Unspecified freight will allow all kinds of freight.
- 11.2 The LC has to be confirmed and irrevocable.
- 11.3 The LC has to be issued through a "first rate bank".
- 11.4 The LC has to be in favour of: Hukseflux Thermal Sensors B.V., Delftechpark 31, 2628 XJ, Delft, The Netherlands.
- 11.5 The LC has to be in EUR currency, for the exact amount as specified in the Supplier Quotation.
- 11.6 The LC has to be made available at the counters of: either ABN AMRO Bank N.V., Rotterdam, The Netherlands, or alternatively ANY BANK.
- 11.7 The LC has to be "by 10 days sight".
- 11.8 The credit has to be subject to the uniform customs and practice for documentary credit (2006 revision, publication UPC 600 of the International Chamber of Commerce).
- 11.9 The LC has to be issued against presentation of the following documents: Signed commercial invoice. The Invoice includes: description of the Deliverables; starting point of shipment: Delft The Netherlands; destination of shipment: (City, Country); freight type to be used; latest allowed shipment date from Delft The Netherlands; applicable Incoterms; "partial-shipment-allowed" or "partial-shipment-not allowed"; "transshipment-allowed" or "transshipment-not-allowed".
- 11.10 The LC should allow the following timeframe for presentation of documents: all relevant documents for processing of the LC are to be presented by the Supplier within 30 days after date of pickup for transport.

- 11.11 The issuing bank has to request either ABN AMRO Bank N.V., Rotterdam, The Netherlands, (or alternatively ANY BANK) to advise and release the credit not later than 10 days after presentation of the proper documents.
- 11.12 All banking commissions and charges of the of the documentary credit are for the account of the applicant (Purchaser), unless these costs are included as a Deliverable in the Quotation.

12. Force Majeure

- 12.1 If due to non-attributable circumstances (force majeure), including fire, natural disaster, civil and military action, Supplier cannot comply with Contractual obligations, such obligations may either be suspended for the duration of the circumstances or Supplier may unilaterally cancel the Contract. In case of force majeure Supplier is not liable for consequential damage.

13. Liability & indemnification

- 13.1 Purchaser agrees to hold Supplier and Supplier Personnel harmless and safeguard them from any liabilities, to Purchaser or anyone claiming through Purchaser, associated to Contract and Deliverables. If so directed by Supplier, Purchaser shall organise defence against claims at Purchaser's own expense.
- 13.2 Supplier will not be liable for any loss or damage caused by Subcontractors.
- 13.3 Supplier's liability arises only if Purchaser gives Supplier due written notice of default within 15 days of becoming aware of the alleged loss and, granting a reasonable term to remedy its breach, Supplier still does not comply with obligations.
- 13.4 Supplier's liability shall never exceed the net value of the individual Deliverables subject to claim or liability. Supplier's liability shall never exceed the amount which will be paid out in the matter concerned under Supplier's liability insurance.

14. Applicable Law and Choice of Forum

- 14.1 The legal relations between Supplier and Purchaser will be governed by Dutch law only.
- 14.2 Any disputes between Supplier and Purchaser will be settled exclusively by the competent court of The Hague, The Netherlands.