

General Terms and Conditions of Sale

1. *Applicability and departures*

- 1.1. These general terms and conditions of sale apply for all orders submitted to SICK NV. The customer shall be deemed to have accepted the current terms and conditions by placing his order.
- 1.2. Deviation from the present terms and conditions of sale, as well as the application of the customer's general terms and conditions, have to be agreed expressly in writing in order to be binding. In case of any eventual inconsistency between the current general terms and conditions and an individual written agreements with the customer, the individual agreement shall have priority.
- 1.3. At all times SICK can change these general terms and conditions or adapt the technical specifications or characteristics of the services. SICK undertakes to notify these changes to the customer by every means. This notification is made at least 1 month before the entry into force of these changes.
- 1.4. All notifications to SICK need to be made by registered letter to the registered office. Unless expressly agreed otherwise, all notifications to the customer are to be addressed to the address of the customer specified in the agreement/order. SICK and the customer undertake to notify the other party as soon as possible by registered letter of any change that could have an effect on the application and execution of the agreement, such as, for instance, a change in identification and invoicing details. These examples are merely indicative and not exhaustive.
- 1.5. SICK is entitled to transfer its rights and obligations arising from this agreement at any time to a branch in which it has a majority of the voting rights. In case of a merger, absorption or take-over of SICK by a third party, the agreement with the customer will be automatically transferred to the new entity. SICK shall adequately notify the customer of this.
- 1.6. If the Belgian or European authorities oblige SICK to change or terminate the agreement, it shall be entitled to carry out these changes or termination, without this resulting in any right for the customer to demand damages of any kind.
- 1.7. SICK reserves the right not to accept an agreement or order and/or to refuse services or terminate the agreement in the following cases:
 - a. If technical reasons prevent the services to be provided;
 - b. If the customer does not respect his obligations, even those ensuing from another agreement;
 - c. The technical or other data provided by the customer that allow SICK to provide the services are incomplete or incorrect;
 - d. The customer's creditworthiness is compromised. SICK explicitly reserves the right in this case to demand advance payment for any outstanding deliveries, or demand (other) securities, even if the goods were already wholly or partly sent. If the customer refuses to accept SICK's request, SICK reserves the right to immediately, unilaterally and without any damages dissolve/terminate the agreement and/or placed orders, without the customer being able to claim any damages.

2. *Orders and acceptance*

- 2.1. By signing the copy of the offer or the quote for approval or by placing an order via e-mail or fax, or any other notification of the customer to inform its acceptance of SICK's quote or offer without reservation, the customer makes a final commitment. At this moment a final agreement between SICK and the customer is reached.
- 2.2. Verbal or written orders are considered to have been accepted following a written order confirmation or on delivery of the ordered goods within a suitable period.
- 2.3. When an advance payment has been specified in the order or order confirmation, SICK shall only carry out the order upon reception of said advance payment.
- 2.4. Advance payments received are definitively acquired by SICK, unless SICK remains in default to respect one of its main obligations within three months after receiving a written notice of default from the customer.
- 2.5. The customer has read and accepts present general terms and conditions on placing the order.

3. *Samples, descriptions, etc.*

Unless provided otherwise in writing, SICK's samples, drawings, dimensions, weights and other data apply only as an approximate description of the products

4. *Delivery period*

- 4.1. Unless provided otherwise in writing, the delivery periods indicated by SICK are always approximate. Even when a binding delivery period has been agreed upon in writing, extraordinary circumstances or conditions of force majeure preventing SICK from meeting the stated period, including but not limited to war, threat of war, riots, fire or other forms of destruction, complete or partial paralysis of the transport system, illness among our personnel or shortage of manpower in general, strike within our company or elsewhere, interruption of operations or production breakdown, breach by our sub-suppliers, etc., shall have as consequence that SICK may suspend delivery until the aforementioned circumstances have ended, without damages being due.
- 4.2. The deliverability of goods and services is subjected to SICK's specific offer (available stock) as indicated on SICK's order confirmation. SICK is able to carry out partial deliveries.
- 4.3. The compliance with dates and terms for deliveries of goods and services shall be subject to the timely receipt of all performances and specifications to be provided by the customer, required permissions and releases as well as the timely clarification and permission of plans and the compliance with the agreed terms of payment and other liabilities. If these conditions are not fulfilled on time, the terms and dates are adequately extended.
- 4.4. All terms of delivery are, barring other agreement, always suspended during bank holidays.

5. *Rights and obligations of the customer*

- 5.1. The customer shall look after the delivered goods and/or services with due care, in accordance with the current laws and regulations and shall not use the goods or services for illegal purposes.
- 5.2. The customer is obliged to notify SICK on time regarding any change of address and any change of other relevant data of the customer. In the specific case of a change of address of the customer

(both invoicing address, and delivery address), the customer must notify SICK at least 2 months beforehand in writing by registered letter.

5.3. The customer is never entitled to transfer his rights and obligations under the agreement to a third party, unless SICK agrees to this in writing.

6. *Transport*

Unless agreed otherwise in writing, all deliveries take place INCOTERM DAP (DAP,:Delivered At Place, The seller is responsible for arranging carriage and for delivering the goods, ready for unloading from the arriving conveyance, at the named place . Duties are not paid by the seller under this term ,Incoterms 2010) delivery address in Belgium. For orders below EUR 750 a transport fee of EUR 15 shall be payable.

7. *Transfer of risk*

7.1. For deliveries, the risk shall pass according to the agreed and aforementioned Incoterm Delivered At Place.

7.2. If SICK is responsible for the installation, assembly or commissioning, the risk for services shall pass to the customer upon acceptance, whereas the risk for the delivered goods shall pass to the customer with delivery according to the agreed Incoterm.

7.3. If the dispatch, installation, assembly or commissioning of the delivered item was delayed or did not take place due to reasons the customer is responsible for, the risk shall pass to the customer from the day on which it would have passed without the delay caused by the customer.

7.4. SICK shall, at the express written demand and expense of the customer, insure the shipment against theft, breakage, damage to goods caused by transport, fire or water or any other insurable risks.

8. *Installation or assembly*

8.1. To the extent that installation, assembly or commissioning has been agreed, the customer shall pay and provide in due time:

- any supplementary works foreign to the branch of trade such as earthing, building, etc. including the required skilled workers and auxiliary staff with the necessary building material and tools;
- the needed articles and materials required for assembly, installation and commissioning, such as wood for setup, wedges, lubricants, fuels, etc.
- power and water at the place of operation, including the necessary connections, heating and light;
- at the place of assembly, enough suitable, dry and lockable space of appropriate size for stocking machine parts, equipment, materials, tools, etc. as well as appropriate work and break spaces with appropriate sanitary facilities; in addition, the customer has to take the same measures to protect our possessions and the assembly staff at the construction site which the customer would take to protect its own belongings and its own staff;
- protective clothing and personal protective equipment necessary due to special working conditions at the assembly place;
- Before commencing the works, the customer must, without being requested to do so, provide the necessary specifications concerning the location of hidden power, gas, or water pipes, or similar constructions, as well as the required static data;
- Before commencing the installation or assembly, the delivery items necessary for the performance of the works must be on site, and any preparatory works must be in such a state

- that the installation or assembly staff will be able to start their work immediately on arrival and finish it without interruption;
- Particularly the access to the installation or assembly site and the site itself must be paved, cleared and freely accessible;
- 8.2. If the installation, assembly or commissioning are delayed due to circumstances which are not SICK's responsibility, the customer shall bear the cost caused by the delay, cost for rearrangement of the necessary transport of the installation and cost for rearrangement of staff availability.
- 8.3. On request, the customer shall confirm in writing the working hours of the assembly staff as well as the completion of the installation, assembly or commissioning.

9. acceptance

If the goods and/or services are delivered by SICK to the customer, the customer shall be deemed to finally accept the goods from the moment the goods are used and in any event eight (8) days after delivery and/or installation of the goods.

10. Liability

- 10.1. In the event SICK is unable to correctly provide the services due to the fault of a third party, SICK cannot be held liable in any way whatsoever towards the customer.
- 10.2. SICK can in no way whatsoever be held liable for damage to the infrastructure and/or devices owned by the customer not caused by SICK.
- 10.3. SICK cannot be held responsible for the delays or shortcomings in the performance of the services if they are the result of circumstances beyond SICK's control, which are unpredictable and SICK was unable to prevent, including but not limited to war, threat of war, riots, fire or other forms of destruction, complete or partial paralysis of the transport system, illness among our personnel or shortage of manpower in general, strike within our company or elsewhere, interruption of operations or production breakdown, breach by our sub-suppliers, etc.
- 10.4. Nor can SICK be held liable if the customer does not meet its obligations. In particular any and all stipulated specific conditions for installation and placement, including environmental conditions or technical requirements to be met by the customer such as – but not limited to - available power source to be provided by the customer, required temperature and humidity in the room where the installation is placed for an adequate use. These technical requirements will be specified and communicated by SICK to the client at the latest upon confirmation of the order
- 10.5. The customer is responsible for the normal use with due care of the delivered goods. If it is proven that the damage is the result of incorrect use by the customer, SICK cannot be held liable.
- 10.6. SICK will never be liable for any and all indirect or consequential damage, such as loss of production, loss of profit, loss of use, loss of contracts, or for any other indirect or consequential damage incurred due to malfunction.

SICK is exclusively liable for damages, even when caused by its employees:

- in the event of intent or gross negligence by SICK;
- in the event of illegal action by SICK according to applicable laws;
- in the event of fraud by SICK.

10.7. The burden of proof of said damage and it's causal link to any (in)action by SICK lies with the customer invoking any claim for damages.

11. Complaints

11.1. The conformity of the delivery must be checked by the customer immediately upon reception of the goods. Any mistake or non-conformity must be marked and signed by the customer on the delivery bill, the invoice or the transport documents.

11.2. All complaints relating to visible defects, i.e. defects that can be detected following inspection on receipt of the goods/ performance of the works, must be sent to SICK at the latest 8 calendar days after delivery/ performance by registered letter. Any visible defects or non-conformity of the delivery will be covered after this period and the customer will have accepted definitively.

11.3. If the customer detects visible defects upon delivery, he may not accept delivery but has to inform SICK immediately.

11.4. All complaints as specified under 11.2 and 11.3 must be officially notified to SICK at the latest 8 calendar days by registered letter.

11.5. Transformed and incorporated goods are deemed to have been accepted by the customer.

12. Retention of title

12.1. Full and complete ownership of the delivered goods shall only be transferred to the customer after the latter has paid the full price of the contract to SICK including invoice, paid rights, costs, taxes, transport costs as well as any interest and penalties.

12.2. As long as the delivered goods have not been paid, they shall remain SICK's sole property. Bankruptcy or the initiation of judicial proceedings to reorganize the customer's debts, shall not affect SICK's right to end any and all existing agreements with the customer and SICK's right to reclaim its goods, which have remained it's property (art. 12.1), with immediate effect. This also applies to goods given in storage or consignation.

12.3. Until the contract has been paid fully, the Customer is prohibited from making any changes to delivered goods, to incorporate them in other installations or to transfer them in any way.

12.4. The customer is also prohibited from using the goods as collateral in agreement with third parties, using them as a guarantee or as security for a debt to a third party as long as the transfer of ownership as specified above, has not yet taken place. Any agreements between the customer and a third party will not be opposable to SICK.

13. Warranty

13.1. Unless another period has been agreed in writing, our goods shall be warranted to comply with our specifications for two years from delivery/installation. The warranty period for services and exchange units is 12 months.

13.2. The warranty does not apply to wear and tear due to normal use and consumables.

The warranty does not apply to the following either:

- Unsuitable or improper use of the products including negligence, mistakes, any use of the goods other than specified in SICK's or the manufacturer's technical specifications as explained in the instructions.

- Installation, manipulation or repair by anyone not certified or authorised to do so by SICK.
- The use of inappropriate accessories or spare parts.
- Any fire or water damage, accidents or defects in the air conditioning, storms, consequences of storms or meteorological disasters.
- Any mistakes caused by the customer, a servant or a third party.

13.3. If the customer deems delivered goods to be defective, he shall return it to SICK, at the expense of the Customer, who will inform SICK of the cost of transport, cost which will then be accepted by SICK if deemed reasonable. SICK will inspect the allegedly defective goods and if the product is indeed defective, SICK will have the choice between repairing or replacing the goods (taking into account any warranty dispositions, if applicable). If, on the other hand, the goods are considered not to be defective, if the defect was caused by the costumer or follows from any event as mentioned in the clause above, no repair or replacement will be made and the Customer will take charge of all costs, including the hours SICK spent on inspection as well as transport costs. Any repaired or replaced goods on the other hand, will be returned to the customer free of charge and all transport costs previously made by the costumer, will be reimbursed by SICK if these costs were previously accepted as mentioned.

13.4. Only if the repair or replacement of the product is impossible, excessive or cannot be carried out within a reasonable period of time, the customer is entitled to reclaim the paid price.

13.5. The customer can only claim this warranty on full payment of the goods for which the warranty is invoked.

13.6. All visible defects are covered by the acceptance after delivery and excluded from the warranty.

14. Software licences

- 14.1. The customer is granted a non-exclusive user licence on the software that is integrated in the purchased product.
- 14.2. Unless provided otherwise in writing, the non-exclusive user licence is granted in exchange for a one-time payment and for an unlimited period.
- 14.3. Unless provided otherwise in writing, the software is delivered exclusively for the use of the hardware with which it was delivered. If only the software is delivered to the customer, the software may only be used on a single system.
- 14.4. The software is delivered in a machine-readable form (object code).
- 14.5. The customer is prohibited from changing, redeveloping, translating, disassembling, reassembling or in any other way reverse-engineering the software, or trying to reconstruct or discover any source codes or algorithm of the software. The customer is also prohibited from in any way reproducing, publishing, selling, renting out or distributing the software. The customer is entitled to make one copy of the software, provided that such a copy is required according to the contractual provisions that were agreed with regard to the use and the purchase of the software. Such a copy of the software includes in particular the installation of the program from the original information carrier to the mass storage space of the hardware involved as well as loading the program on the main storage space. In addition, the customer has the right to make a copy of the software as a backup file. Only a single copy is allowed as backup file. The customer is prohibited from making other copies.

- 14.6. If free software is included in the hardware or if the software is freely available and can be downloaded from the Internet (freeware) and the software is necessary for the operation of the sensor and the control system of the product that was delivered to the customer, then reproduction of such software is not limited. This free software may be reproduced without any limitation within the customer's company for the operation of the sensor and the control system of the delivered product.

- 14.7. The customer is entitled to transfer the user rights of the software to a third person, in so far this third person expressly agrees to comply with the obligations that the customer himself has assumed in this respect. This third person has absolutely no right outside of the rights that are granted to the customer under the agreement concluded between the customer and our company, and is himself bound by the provisions of such agreement. The customer must deliver to the third party the complete software, including all copies that were made to the extent to which this was authorised in the present conditions, and may not keep any copy whatsoever.
- 14.8. Under no circumstances does the customer have the right to sub-license the software.
- 14.9. To the extent that the software which was delivered to the customer is the work of a third party, we give the customer user rights only to the extent to which they were granted to us by this third party.
- 14.10. Company licence. If a company licence was granted to the customer, this entails that this company licence authorises the customer to have the software within his company run simultaneously on several devices or workstations and to reproduce the software for this purpose. In the case where the company licence does not expressly establish the number of authorised devices or workstations, the use of the software within the customer's company is not limited in number. The present article is not applicable to affiliated companies of the customer, which must buy additional licences for the software. The customer is entitled to use the software within a network or within other IT systems with several workstations.
- 14.11. Runtime licence. The customer is entitled to develop software for specific applications that go together with the software of the delivered product and to transfer this software. In the event of transfer of this specific software, the customer must, in addition to the purchase price for the product and for the licence, pay the fee for the runtime licence for every computer on which the specific software was installed. Before the customer transfers the specific software, he must request a runtime licence number. We will deliver such a number without delay after receipt of payment of the fees. In the event of transfer of the specific software, the customer must transfer the user conditions to his clients.
- 14.12. If the software is transferred to the customer via electronic means of communication (for example, via the Internet), the risks are transferred to the customer as soon as the software leaves our sphere of influence (e.g. at the time of downloading).
- 14.13. The following are not deemed to be defective software:
 - anomalies, defects or faults with regard to specifications that are not proven by the customer and cannot be reproduced;
 - anomalies, defects or faults that do not arise in the last version of the software delivered to the customer;
 - anomalies, defects or faults that do not prevent the software from functioning in a normal and at least reasonable manner;
 - anomalies, defects or faults that are insubstantial in relation to the quality or the use of the software agreed between the parties;
 - anomalies, defects or faults that are attributable to any change to the software made by the customer or by a third party;
 - anomalies, defects or faults that are attributable to the fact that the software is not compatible with the customer's IT environment.

- 14.14. Every anomaly, defect or fault of the software that is deemed to be a quality defect of the software shall be corrected in the following manner: SICK shall deliver to the customer an update or a new version of the software that solves the quality defect in a reasonable way. If SICK granted the customer several software licences, the customer is entitled to reproduce the update or the new version of the software to the same extent to which he is entitled to reproduce the original version of the software. If an information carrier that was delivered to the customer shows defects, it shall be replaced by an information carrier that does not have any defects.

15. Prices

In the event of a price increase due to unforeseen or unforeseeable modifications of the price of the raw materials, due to a sudden marked change in exchange rates or as a direct consequence of compulsive measures by the (inter)national authorities between the order confirmation by SICK and fulfilment of SICK's obligation, i.e. delivery of goods or services, even after the agreed time of delivery, SICK may adapt the price of the contract and the customer will have to accept.

16. Payment

- 16.1. Unless provided otherwise in writing, all invoices are payable within 30 days after the invoice date.
16.2. The invoices are payable at the registered office of SICK.
16.3. Setoff by the customer is explicitly excluded.

17. Invoice and protest

- 17.1. Any protest of invoices must be done in writing and registered within eight days after the invoice date and to SICK's registered office. In his letter of protest the customer must always specify the date and the number of the invoice. This letter of protest must also specify all the reasons for the protest. The customer must also clearly specify what amount of the invoice is disputed.
17.2. The absence of a protest of an invoice in accordance with the provisions of article 17.1, results in the Customer's explicit agreement with all provisions of the invoice, including present terms and conditions who are an integral and essential part of the agreement between parties. In case of protest of an invoice by the Customer, all invoices or invoiced amounts to which the protest does not apply remain due and payable on the due date of the invoice; in case of late payment all amounts are increased with interest and damages as stipulated in article 18 of present conditions.

18. Non-payment

- 18.1. The non-payment or late payment of an invoice results in the increase of all due amounts, without any advance notice, payment reminder or notice of default, with a default interest at the rate of 12% per year, calculated per started month as of the due date as well as a compensation equal to 15% of any and all unpaid sums to cover extra-judicial costs incurred by SICK due to the late payment.
18.2. Supplementary expenses associated with unpaid bills of exchange or cheques or other collection costs may be separately invoiced to the customer notwithstanding article 18.1...
18.3. The non-payment or late payment of an invoice results in SICK's right to revoke any previous discounts accorded to the Customer, with retroactive effect, up to the start of the contractual relation between parties and SICK's right to claim reimbursement.

- 18.4. The non-payment or late payment of an invoice results in all other invoices, even those not yet due, becoming immediately due and payable. SICK also reserves the right to suspend performance of all current and future orders, even without prior notice of default and without any damages due by SICK to the Customer as a result of the suspension of performance.
- 18.5. In the event payment facilities are agreed upon, the first non-payment will void said agreement, will reinstate all rights SICK has under the agreement and will make all sums immediately due. Fixed damages and interests will be charged in this event even if the aforementioned payment facilities included full or partial renunciation of said damages and interests.
- 18.6. SICK is at all times entitled to transfer all or part of its debts to third parties, without the consent of the debtor
- 18.7. The non-payment or late payment of an invoice entitles SICK to suspend delivery and installation and/or the right to terminate (parts of) the agreement between parties, this without resulting in any prejudice or the right of the Customer to claim resulting damages, be it direct or indirect damages. SICK reserves the right to demand damages in accordance with article 19.2.

19. Cancellation / termination of the agreement

- 19.1. The placement of an order constitutes in principle an agreement between the parties of unspecified term and can be terminated at any time (ad nutum), but with conditions and consequences.
- 19.2. The whole or partial cancellation of a contract as a result of any fault or shortcoming of the customer prior to its execution, will incur a fixed compensation equal to 10% of the amount of the contract to cover incurred costs and lost profit, without prejudice to SICK's right to claim reimbursement of any and all costs subsequently exposed pertaining to repossession of goods and/or restoration to their original condition.
- 19.3. SICK shall be entitled to withhold its services or to withdraw from the agreement in case it obtains knowledge of any circumstances whereby the customer might become insolvent, , might receive no more credit or in the event the costumer has failed to file its annual accounts with the National Bank in accordance with the law. Under these circumstances, advance payment may be required at any time and at the sole discretion of SICK before any delivery of goods or performance of services by SICK.
- 19.4. The whole or partial cancellation of a contract as a result of any fault or shortcoming of the customer prior to its execution, means all outstanding sums shall be immediately due and payable, even if not due per se.
- 19.5. If the customer does not respect its obligations arising from this agreement, SICK is entitled to terminate the services after sending a reminder which was not complied with during a period of 10 calendar days, starting from the date specified on the reminder.

20. Export

- 20.1. In case of export the customer shall be obliged to respect the export control requirements applicable to all delivered goods, thus respecting national law or regulations. If the export requirements and/ or national or international law or regulations, are not respected by the Customer, SICK is entitled to terminate the agreement, without being liable for any damages.
- 20.2. When delivery and export are subject to the authorities' approval, the contract shall only be deemed concluded upon reception of the right approval and documents needed. The customer shall be obliged to provide and submit all documents required for this approval at the first request of SICK

20.3. The customer agrees to furnish proof of usage and/or end usage upon request – even if not required officially.

20.4. In case of export / delivery the supplied goods are only exempted from VAT on receipt of a valid export certificate.

21. Severability clause

Should any of the provisions of present general terms and conditions of sale be deemed or become invalid, the validity of all remaining provisions shall remain unaffected. In such case the invalid or void provision shall be subject to interpretation close to or substitution by another provision which approximates the intentions or intended objective of the invalid or void provision.

22. Applicable law - Jurisdiction

These general terms and conditions of sale are governed by Belgian law, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the rules of private international law. The courts of the judicial district of BRUSSELS have exclusive jurisdiction for all disputes between the parties, in view of the location of SICK's registered office. For matters over which the Justice of the peace ("Vredegerecht") has jurisdiction, the Justice of the peace court ("Vredegerecht") of ASSE has jurisdiction.