

SENTYRON B.V.

GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF PRODUCTS, SOFTWARE & SERVICES
Version: October 20251. APPLICABILITY

- 1.1 These general terms and conditions apply to all proposals and agreements for the supply of products, software and/or services of any nature whatsoever by Sentryron B.V. (referred to as 'Sentryron') to customer, regardless of how such proposals or agreements are named.
- 1.2 These general terms and conditions apply to the express exclusion of any general terms and conditions of customer. No terms or conditions delivered with, referred to or contained in customer's purchase order, confirmation of order, specification or other document will form part of the agreement.
- 1.3 Deviations from or additions to these general terms and conditions shall only be valid and binding if explicitly accepted in writing by Sentryron.
- 1.4 If any provision of these general terms and conditions is found to be invalid, null and void or unenforceable, whether in whole or in part, such provision shall be deemed to be severed and shall not affect the validity and enforceability of the remaining provisions. In such event, Sentryron and customer shall consult in good faith with the aim of agreeing on a legally valid and enforceable replacement provision that most closely reflects the original intent and commercial purpose of the invalid or unenforceable provision.
- 1.5 If and in so far as Sentryron provides customer with products, software and/or services from third parties, the restrictions on use imposed by such third parties shall apply, provided that Sentryron has notified customer in Sentryron's proposal of such restrictions.
- 1.6 These general terms and conditions shall take precedence over any other terms and conditions, unless parties have expressly agreed in writing to deviate from these general terms and conditions.

2. PRODUCTS

- 2.1 Where Sentryron sells one or more products (referred to as 'products') to customer under the agreement, Sentryron shall supply the products in the type and quantity specified in Sentryron's proposal.
- 2.2 Sentryron's supply obligation does not extend to include assembly or installation materials, software, consumables, batteries, cables, accessories or items other than those specified in Sentryron's proposal. Customer shall be responsible for procuring these items at its own expense.
- 2.3 Customer is responsible for installing, testing, configuring and connecting the products and, if necessary, for installing, modifying any associated items and operating environment used in connection with the products. Sentryron shall have no obligations of any kind whatsoever, unless explicitly stated in Sentryron's proposal.
- 2.4 Subject to the terms of clause 9, for a period of twelve (12) months from the date of delivery, Sentryron warrants that the products delivered will substantially meet the specifications specified in Sentryron's proposal and be free from material and workmanship defects. Sentryron shall strive to the best of its ability to repair such defects in the products sold, as well as in parts supplied by Sentryron within the performance of this warranty, within a reasonable term and free of charge if such defects are reported in detail to Sentryron within the warranty period. This warranty applies only if: (i) customer provides written notice of the defect within one (1) month of discovery; (ii) the notice includes a detailed description of the defect and the circumstances under which it occurred; (iii) the products have not been modified without Sentryron's prior written approval; and (iv) the products have been used in accordance with Sentryron's specifications and instructions and generally accepted standards for proper use of the products.

3. SOFTWARE

- 3.1 Where Sentryron licenses software other than on a Software as a Service (SaaS) basis to customer, Sentryron shall grant customer a license to use the agreed software and accompanying user documentation (collectively referred to as 'software') for the duration specified in Sentryron's proposal. This license is non-exclusive, non-assignable, non-transferable and may not be sold, pledged, encumbered or sub-licensed. This provision shall be construed as a clause having proprietary effect. Any software is licensed, not sold.
- 3.2 Sentryron's obligation to make available and customer's right of use extend only to the software's object code. Customer's right of use does not extend to the software's source code.
- 3.3 Customer shall always strictly comply with the agreed restrictions on use and duration of the software, regardless of the nature or content of these restrictions.
- 3.4 Customer is permitted to use the software solely within and for the purposes of its own business or organisation and only to the extent necessary for the agreed use. Customer shall not use the software on behalf of or for the benefit of third parties, including use in the context of Software as a Service (SaaS) or outsourcing arrangements.
- 3.5 Any licensed software designated for use in connection with a specific product purchased from Sentryron shall be used solely in conjunction with such product and, in the case of embedded software, solely as incorporated into and operating as an integral part of that specific product. However, in the event of a malfunction of the original product, customer is permitted to temporarily use the software with a substitute product purchased of Sentryron of equivalent specifications, for the duration of the original product's defect.
- 3.6 Customer is responsible for installing, testing, configuring and connecting the software and, if necessary, installing, modifying any associated items and operating environment used in connection with the software. Sentryron shall have no obligations of any kind whatsoever, unless explicitly stated in Sentryron's proposal.
- 3.7 Customer shall accept the software in the condition that it is in at the time of delivery ('as is'), therefore with all visible and invisible errors and defects, without prejudice to Sentryron's obligations pursuant to the warranty scheme in clause 3.8.
- 3.8 Subject to the terms of clause 9, for a period of three (3) months from the date on which the software is made available, Sentryron warrants that the software will substantially meet the specifications specified in Sentryron's proposal and does not impair its normal operation or that of the products delivered by Sentryron. Sentryron shall within a reasonable time and free of charge strive to the best of its ability to repair any significant, reproducible defects in the software that cause it to fail to conform to this warranty. This warranty applies only if: (i) customer provides written notice of the defect within one (1) month of discovery; (ii) the notice includes a detailed description of the defect and the circumstances under which it occurred; (iii) the software has not been modified or combined with other software without Sentryron's prior written approval; (iv) the software has been used in accordance with Sentryron's specifications and instructions and generally accepted standards for proper use of the software; and (v) all updates, patches and/or releases made available by Sentryron have been properly and timely installed by customer.

4. SERVICES

- 4.1 Where Sentryron provides services to customer under the agreement, Sentryron shall perform such services with due care, in accordance with the arrangements and procedures specified in writing in Sentryron's proposal. All services provided by Sentryron shall be subject to a reasonable efforts obligation, unless and to the extent that Sentryron has explicitly committed in writing to achieve a specific result, and such result has been clearly and sufficiently defined in Sentryron's proposal. Sentryron does not warrant that the services will be available at all times.

- 4.2 If the agreement has been concluded with the intention that performance will be carried out by a specific individual person, Sentryron shall nevertheless be entitled to replace such individual with one or more persons possessing equivalent or comparable qualifications.
- 4.3 Sentryron is not obliged to follow any instructions from customer in the performance of its services, especially where such instructions alter or expand the agreed scope and content of the services. Should Sentryron choose to comply with such instructions, the related work shall be charged in accordance with Sentryron's standard rates.
- 4.4 If the services provided by Sentryron under the agreement include support services - for example for users and/or administrators of certain products and/or software - Sentryron shall for the products and/or software indicated in Sentryron's proposal, via telephone, support portal or email, provide instructions regarding the use and operation. Sentryron may set conditions with respect to the qualifications and the number of persons eligible for support. Sentryron shall handle properly substantiated requests for support within a reasonable term in accordance with its usual procedures. Sentryron does not guarantee the accuracy, completeness or timeliness of replies or the support offered. Support services shall be performed on working days during Sentryron's normal business days and hours.
- 4.5 Customer acknowledges that support and maintenance services are provided on a fair use basis. While Sentryron shall use reasonable efforts to respond promptly to all support requests, excessive, unreasonable or repetitive requests that go beyond normal usage may be considered outside the scope of fair use.
- 4.6 If the agreement includes maintenance services, such services shall, unless explicitly otherwise agreed in writing, be limited to the provision of software updates. These updates will be made available by Sentryron within a timeframe and in a manner determined at its discretion, taking into account the urgency of the update and Sentryron's applicable version and release policy. Customer is responsible for acceptance testing and installing any software updates provided, and, where necessary, for making adjustments to the operating environment.

5. TIMELINES, PERFORMANCE & DELIVERY

- 5.1 Though Sentryron shall make reasonable efforts to comply, to the fullest extent possible, with agreed timelines and dates agreed upon by the parties, such timelines and dates are non-binding and purely indicative. If no dates have been agreed upon, performance or delivery will be within a reasonable time to be agreed upon between the parties.
- 5.2 In the event it becomes apparent that an agreed or promised performance or delivery date may not be met, Sentryron and customer shall engage in consultation to assess the potential impact on subsequent planning and coordinate any necessary adjustments.
- 5.3 Performance or deliveries may be subject to authorization by governmental authorities, including and without limitation export licences. Customer acknowledges that obtaining any necessary licences, permits or other authorizations may affect performance, shipping and/or delivery timelines. If an authorization cannot be obtained, cannot be obtained within a reasonable period or is subsequently revoked by the relevant government authorities, Sentryron may, at its sole discretion, terminate or suspend the execution of the agreement.
- 5.4 Sentryron may deliver the products and software in separate instalments and may invoice customer for each instalment separately.
- 5.5 Customer must provide, at no cost, all necessary cooperation to enable Sentryron to complete performance and/or delivery. Any products which may not be delivered due to (in)actions of customer or due to circumstances outside Sentryron's control will be stored at customer's expense and risk.
- 5.6 If customer has the opinion that the products delivered do not meet the agreed quantity, customer will be entitled to submit a complaint to Sentryron in writing. Such complaints must be submitted in writing within one (1) month of the delivery date. If customer fails to do so, any claim towards Sentryron will lapse.

6. RISK & TITLE

- 6.1 Transfer of risk shall take place in accordance with the Incoterm referred to in clause 8.8.
- 6.2 All products to be delivered to customer under the agreement remain the property of Sentryron until all amounts due by customer for the relevant products delivered and to be delivered or services or work performed or to be performed under the agreement, including any statutory interest and collection costs due, have been paid in full. Until title to the products has passed to customer, customer shall store the products separately and clearly identifiable as the property of Sentryron and shall exercise reasonable care in their storage, maintenance and protection.

7. SECURITY & CONFIDENTIALITY

- 7.1 Customer is solely responsible for implementing and maintaining appropriate technical and organizational security measures in its environment in line with best practices to protect Sentryron's products, software and services. This includes, without limitation, ensuring timely application of updates and patches, maintaining secure configurations and limiting access to authorized personnel. Sentryron shall not be liable for any damage or breach arising from customer's misuse, negligence or failure to follow Sentryron's instructions or documentation.
- 7.2 Sentryron maintains internal procedures to address known security vulnerabilities. Customer agrees to report any (potential) vulnerabilities in Sentryron's products, software and services confidentially and not disclose them publicly without Sentryron's prior written consent.
- 7.3 Security updates and patches may, at Sentryron's sole discretion and where technically feasible, be provided for its products, software and/or services, taking into account legal requirements, the urgency of the security update and patch and Sentryron's applicable version and release policy. Customer is solely responsible to timely test and install any such update and patch. Sentryron shall have no liability in connection with customer's failure to implement any security update and patch.
- 7.4 Where the agreement stipulates that Sentryron is required to provide technical and organizational security measures, such measures shall conform to the specifications for security as agreed in writing between the parties. In the absence of an explicit written description of any measures, Sentryron shall implement technical and organizational measures that, taking into account the state of the art, the sensitivity of the data and the costs of implementation, are not unreasonable.
- 7.5 If Sentryron provides customer access to its systems as part of the services, Sentryron may assign access or identification codes to customer. Sentryron reserves the right to change any code it has assigned. Customer must treat these access and identification codes as confidential, handle them with due care and disclose them only to authorised personnel.
- 7.6 Each party shall take reasonable measures to keep confidential all information received from the other party in connection with the agreement. Neither party shall disclose such information or make public statements about the agreement without prior written consent, except where disclosure is necessary to affiliates, personnel, external advisors or third parties involved in performance of the agreement - provided they are bound by comparable confidentiality obligations. These obligations do not apply to information that is publicly available (other than through a breach), already lawfully known, independently developed or required to be disclosed by law or regulation. In such cases, the disclosing party must notify the other party promptly, where legally permitted.

8. PRICE, RATES & PAYMENT

- 8.1 The price and rates for the products, software and services ordered shall be specified in Sentryron's proposal. If no price and/or rate is specified therein, the price and/or rate shall be determined in accordance with Sentryron's standard hourly rate and applicable price list in effect at the time of the conclusion of the agreement.
- 8.2 Customer may not derive any rights or expectations from any cost estimate or budget provided by Sentryron, unless explicitly agreed otherwise in writing by the parties. Any budget communicated by customer to Sentryron shall only constitute a fixed or binding price for Sentryron's performance or delivery if this has been explicitly confirmed in writing in Sentryron's proposal.

- 8.3 Unless otherwise specified in Sentyron's proposal, Sentyron shall issue an invoice to customer for the full amount of the order at entering into the agreement. In respect of services rendered on a time and materials basis (hourly rate), Sentyron shall invoice customer on a monthly basis, calculated in accordance with the actual hours worked and costs incurred.
- 8.4 Customer shall pay the invoice within the payment term specified therein. If no such term is specified, a default payment term of thirty (30) calendar days from the date of the invoice shall apply. Customer shall not be entitled to suspend any payments or to offset any amounts due.
- 8.5 Unless explicitly agreed otherwise in writing, all prices and rates are stated in euros (EUR) and customer must effect all payments in euros. Any costs relating to payments from abroad will be at the expense of customer.
- 8.6 Any agreed rights will always be granted, or transferred where applicable, to customer subject to the condition that customer pays the agreed fees in time and in full.
- 8.7 Except as explicitly indicated otherwise, all prices and rates are exclusive of value added tax (VAT) and other duties, fees, and similar charges imposed by government.
- 8.8 Prices are based on delivery of the products in accordance with the Incoterm specified in Sentyron's proposal. In the absence of a specified Incoterm, delivery shall be deemed to take place DAP (Delivered at Place) - at the location specified in Sentyron's proposal, in accordance with the Incoterms® 2020 rules of the International Chamber of Commerce. If no location has been specified, parties shall consult in good faith with the aim of agreeing such location.
- 8.9 Sentyron may pass on to customer any increase in cost-determining factors that has occurred after the conclusion of the agreement. Customer must pay the price increase at Sentyron's first request. For the purposes of this clause, cost-determining factors shall be limited to the direct purchase and production costs of the products to be delivered, such as materials, components and manufacturing, and shall expressly exclude personnel or labor costs, overhead and other operating expenses.
- 8.10 Once per calendar year, the agreed annual rates and recurring fees may be adjusted by Sentyron, based on the CBS index for collectively agreed hourly wages including special remuneration for employees in business services (SBI 2008 M-N), series 2020=100. Sentyron will notify customer in writing of any price or rate adjustments, providing a notice period of at least one (1) month.
- 8.11 If customer fails to pay the amounts due, or fails to do so on time, statutory interest for commercial agreements will accrue on the outstanding amount automatically, without the need for a demand or notice of default. Should customer still fail to pay after a demand or notice of default, Sentyron may refer the debt for collection. In that case, customer is liable for all legal and extrajudicial collection costs, including fees charged by external experts. This is without prejudice to any other legal or contractual rights Sentyron may have.

9. WARRANTY

- 9.1 Any warranty provided by Sentyron, including and without limitation to the warranties set out in clauses 2 and 3, does not cover defects arising from normal wear and tear, incorrect, careless or improper use or from external causes, such as fire or water damage.
- 9.2 Sentyron makes no warranty that its products, software or services will be free from all vulnerabilities, that their operation will be uninterrupted or error-free or that they will operate with any combination of products, software or services chosen by customer.
- 9.3 Sentyron is not obligated to correct defects reported after the expiry of the warranty period, unless a separate maintenance agreement has been entered into that explicitly includes such an obligation.
- 9.4 If, in Sentyron's reasonable judgment, repair is impossible, would take too long, or involve disproportionately high costs, Sentyron may replace the product or software free of charge with similar - but not necessarily identical - alternative.
- 9.5 Unless otherwise stated in the agreement, customer shall bear the cost of transportation and insurance for returning a defective product to Sentyron. In case Sentyron has repaired or replaced the product pursuant any agreed warranty, Sentyron shall bear the cost of transportation and insurance for the repaired or replacement product, in accordance with the original delivery terms.
- 9.6 Any warranty provided by Sentyron does not apply to third-party products or software. Such third-party products or software are subject exclusively to the applicable manufacturer's warranty. If necessary to make a claim under the applicable manufacturer's warranty, Sentyron will use reasonable efforts to assist in establishing contact between customer and the relevant manufacturer.
- 9.7 THE WARRANTIES PROVIDED BY SENTRYRON ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY, AND FITNESS FOR CUSTOMER'S INTENDED OR A PARTICULAR PURPOSE. ALL SUCH IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS ARE ACCORDINGLY HEREBY EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW.

10. INTELLECTUAL PROPERTY

- 10.1 All intellectual property rights in all deliverables and related materials, including software, data, documentation and preparatory content developed or provided to customer under the agreement shall remain the exclusive property of Sentyron, its licensors or its third-party providers. Customer shall only be granted the rights of use explicitly specified in these general terms and conditions, the agreement or as provided by applicable law.
- 10.2 Nothing in these general terms and conditions and the agreement constitutes a transfer from Sentyron to customer or any obligation thereto of any intellectual property right.
- 10.3 Except as otherwise explicitly agreed in writing or explicitly permitted by applicable law, customer shall not, and shall not permit any third party to engage in any of the following activities with respect to the software or any related documentation: copying, reproducing, permitting reproduction, decompiling, reverse engineering, translating, modifying, disassembling, selling, distributing, posting or making available via the internet, publishing, decoding, enhancing, adapting, merging or converting the software into source code or any other form of lower-level code, whether in whole or in part.
- 10.4 The deletion or alteration by customer of any indication of copyright, brand, trade name or other intellectual property right in the products, software and/or other materials provided, including indications of their confidential nature, is not permitted.
- 10.5 Subject to the limitations set forth in clause 11, Sentyron shall indemnify customer against legal claims brought by third parties alleging that products, software and/or services developed solely by Sentyron infringe an intellectual property right of such third party, provided that customer promptly notifies Sentyron in writing of the claim and its content, and fully delegates the handling of the matter to Sentyron. Customer shall provide Sentyron with the necessary information and reasonable cooperation required for the defense against such claims. This indemnity shall not apply to claims arising from: (i) materials or information provided by customer to Sentyron for use, adaptation, modification, or incorporation; (ii) modifications made by customer or any third party acting on its behalf without Sentyron's prior written approval; or (iii) any third-party products, software or services. If a court of competent jurisdiction conclusively determines that the products, software or services developed by Sentyron infringe a third party's intellectual property rights, or if Sentyron reasonably believes that such an infringement is likely, Sentyron shall, at its own expense and where feasible, ensure that customer can continue to use the products, software or services or replace them with functionally equivalent alternatives. Any further or additional indemnification obligations and liability of Sentyron are explicitly excluded.

11. LIMITATION OF LIABILITY

- 11.1 Sentyron's total liability, whether arising from a failure to perform under the agreement or from any other legal ground, including but not limited to any breach of warranty obligations agreed with customer, shall be limited to compensation for direct damages only, and such compensation shall not exceed the total contract price (excluding VAT). In the case of an agreement that qualifies as continuing performance agreement with a duration of more than one year, the applicable contract price shall be deemed to be the total amount of payments due for one year (excluding VAT). In all cases, Sentyron's aggregate liability for direct damages, regardless of the legal basis, shall not exceed EUR 500,000 (five hundred thousand euros).

- 11.2 Sentyron shall not be liable for any indirect or consequential loss, loss of profits, lost savings, reduced goodwill or any loss or other damage arising out of or in connection with: (i) business interruption; (ii) claims by customer's customers; (iii) the use of items, materials, or software of third parties prescribed by customer; (iv) the engagement of third parties mandated by customer; or (v) the corruption, destruction or loss of data or documents, including any costs of data recovery.
- 11.3 Any agreed exclusions and limitations of liability shall apply to the fullest extent permissible at law.
- 11.4 Except where performance by Sentyron is permanently impossible, Sentyron shall only be liable as a result of an attributable failure to perform the agreement if customer gives Sentyron immediate notice of default in writing, setting a reasonable term in which the breach can be remedied, and Sentyron still attributably fails to meet its obligations after this period. The notice of default must contain as comprehensive and detailed a description of the breach as possible, in order to ensure that Sentyron has the opportunity to respond appropriately.
- 11.5 The clauses of this article and all other restrictions and exclusions of liability agreed between the parties shall also apply in favour of all (legal) persons that Sentyron engages to execute the agreement.

12. TERM, TERMINATION & RESCISSION

- 12.1 If the agreement is a continuing performance agreement, such as support and/or maintenance services, those services will be provided for the term specified in Sentyron's proposal. If no specific term is agreed, a term of twelve (12) months will apply by default for such services. The term of such services shall be extended automatically by the term of the original period each time, unless customer or Sentyron terminates such services in writing with due observance of a notice period of one (1) month prior to the end of the period in question. Any renewal will be billed at the rates in effect at the start of the renewal period.
- 12.2 Under no circumstances shall customer have the right to terminate for convenience any service agreement entered into for a fixed term prior to the expiration of that term.
- 12.3 A party shall only be authorised to rescind the agreement as a result of an attributable failure to perform the agreement, if the other party, in all cases following written notice of default providing as many details as possible and setting a reasonable term in which the breach can be remedied, attributably fails to meet its material obligations arising from the agreement.
- 12.4 If customer has already received part of the products, software and/or services at the time of rescission ('ontbinding'), these and the related payment obligation cannot be revoked, unless customer is able to demonstrate that Sentyron is in default in respect of a substantial part of these products, software and/or services. Any amounts that Sentyron has invoiced before rescission in connection with the products, software and/or services that it has duly provided for pursuant the agreement, shall remain due in full, subject to due observance of the provisions of the preceding sentence, and shall become immediately due and payable at the time of rescission.
- 12.5 A party may terminate the agreement in full or in part in writing without notice and with immediate effect if: (i) the other party is granted a suspension of payment, whether or not provisionally; (ii) bankruptcy is claimed in respect of the other party; (iii) the other party's undertaking is liquidated or terminated, other than for the purpose of reconstruction or merger of undertakings; or (iv) if the other party breaches or clause 7.6 (Confidentiality), clause 10 (Intellectual Property), clause 13 (Export Control) or clause 14 (Compliance).
- 12.6 Terms and conditions which by their nature are intended to persist after the agreement has been performed will remain in force after the expiry or termination of the agreement.

13. EXPORT CONTROL & INTERNATIONAL TRADE LAWS

- 13.1 Customer acknowledges that the products, software, and services may be subject to laws, orders and regulations relating to customs and export control, national security and national strategic interests. These laws include restrictions on destinations, end users and end use. Each party, at its own expense, will undertake to comply with all such applicable laws, orders and regulations of any governmental authority with jurisdiction over its activities in connection with the agreement, including the European Union (including its Member States), the United States of America and the United Kingdom. Customer represents and warrants that none of the products, software or services will, directly or indirectly, be purchased for use in connection with the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or other nuclear explosive devices, or the development, production, maintenance or storage of missiles capable of delivering such weapons.
- 13.2 If and insofar the products, software or services are subject to export control regulations, Customer represents and warrants that it shall not to sell, lend, export, re-export, transmit, transfer or otherwise temporarily or permanently make available the products, software or services purchased from Sentyron to any third party, without the prior written authorization of the required governmental authorities.
- 13.3 Customer represents and warrants that none of the products, software or services will, directly or indirectly, be purchased, used, resold, transferred, or otherwise temporarily or permanently made available to or for the benefit of any individual, entity, or organization that is subject to, owned or controlled by persons or entities subject to, any sanctions, asset-freezing measures, trade restrictions or similar prohibitions imposed, administered, or enforced by the European Union (including its Member States), the United States of America, the United Kingdom and any other governmental authority with jurisdiction over the deliveries and/or activities in connection with the agreement. By way of example: reference is made to the Consolidated Sanctions List of the European Union and the Specially Designated Nationals and Blocked Persons list of the US Office of Foreign Assets Control.
- 13.4 Customer agrees on Sentyron's first request to provide Sentyron with all of the information and documentation that Sentyron considers useful, necessary or desirable for compliance with the aforementioned laws, orders and regulations, and shall, where appropriate, on Sentyron's first request provide all such information and documentation to obtain export licences from the any applicable national government. In addition, Customer shall on Sentyron's first request provide Sentyron with any assistance as may be necessary to obtain such licences. These cooperation obligations shall apply for at least the duration during which export control records are legally required to be maintained.

14. ANTI-BRIBERY

- 14.1 Each party, at its own expense, will undertake to comply with all applicable anti-bribery laws and regulations. Neither party will offer, promise, give, request, (agree to) receive or accept a bribe, financial advantage or other advantage or commit any corrupt act.

15. FORCE MAJEURE & EXTRAORDINARY GLOBAL EVENTS

- 15.1 Neither party shall be required to perform any obligation, including statutory or contractual warranty obligations, if prevented from doing so due to force majeure. Force majeure for Sentyron includes, but is not limited to: force majeure affecting Sentyron's licensors or third-party providers, non-performance by suppliers mandated by customer, defective items, materials or software of third parties prescribed by customer, government actions (including suspension or revocation of any license, permit or authorization), embargoes, sanctions, power outages, failures in internet, data network, or telecommunications services, epidemics, war (whether declared or not), advanced, targeted or state-sponsored cyber attacks, hostilities, insurrection, act of terrorism, sabotage and general transport disruptions.
- 15.2 Either of the parties shall have the right to rescind the agreement in writing if a situation of force majeure persists for more than sixty (60) days. In that case, any performance or deliveries already done under the agreement shall be settled proportionally, and neither party shall have any further claims against the other.
- 15.3 Extraordinary global events, such as pandemics, armed conflicts, or similar crises, may cause significant disruptions to supply chains, pricing, production, and logistics. Customer acknowledges that the full impact of such events on Sentyron's performance of the agreement cannot be foreseen at the time of the order. Accordingly, Sentyron reserves the right, at its reasonable discretion, to: (i) reject or terminate the agreement; (ii) adjust its terms (including delivery, pricing, and quantities); and/or (iii) propose alternative solutions to mitigate such disruptions. Sentyron shall not be liable for any delays, cancellations or failures resulting from these exceptional circumstances.

16. GENERAL

- 16.1 Sentyron's own products, software and services shall comply with all mandatory laws and regulations applicable to such products, software and services and in effective in the Netherlands and European Union at the time of delivery. If mandatory law imposes stricter requirements than these general terms and conditions, such laws and regulations shall prevail, and Sentyron shall be entitled to reasonably adjust its obligations accordingly.
- 16.2 To ensure proper performance of the agreement by Sentyron, customer shall, at all times, promptly provide Sentyron with all data and information that Sentyron considers useful, necessary or desirable, and shall offer full cooperation in a timely manner. Customer shall assume full responsibility for the selection, use, application and management of the products, software and services provided by Sentyron.
- 16.3 Customer acknowledges and agrees that any actual or suspected breach of the restrictive measures set forth in clause 13 and clause 14, including any violation of applicable laws, orders and regulations, must be reported immediately upon discovery to Sentyron. Customer shall notify Sentyron in writing without undue delay, providing all relevant details to allow for prompt investigation and, if possible, mitigation and remediation.
- 16.4 Neither Party may assign or transfer any of its rights or obligations under or in connection with the agreement to a third party without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, Sentyron may assign or transfer any or all of its rights and obligations under the agreement to any of its affiliates without requiring such consent. The parties further agree that any such assignment shall release the assigning party from its obligations under the agreement going forward.
- 16.5 The agreement and any other document relating to the agreement shall be governed by and construed in accordance with Dutch law, to the exclusion of any conflict of laws provisions. The application of the 1980 United Nations Convention on Contracts for the International Sale of Goods is explicitly excluded.
- 16.6 Disputes that arise in connection with the agreement and/or by reason of any further agreements deriving from it shall be resolved by arbitration in accordance with the Arbitration Regulations of the Foundation for the Settlement of Automation Disputes (Stichting Geschillenoplossing Automatisering - SGOA), which has its registered office in The Hague, the Netherlands, the foregoing without prejudice to the right of each party to request preliminary relief in summary arbitral proceedings and without prejudice to the right of each party to take precautionary measures. Arbitration proceedings shall take place in The Hague.