

# General terms of sale and delivery

## In general

SENSION's general terms and conditions of sale and delivery apply to all deliveries and services, including, but not limited to, the sale of hours for the development of hardware, software, mechanics, drawings, plans, text documents, calculations, presentations, etc. which is developed in connection with SENSION's consulting and freelance work.

These terms apply to all SENSION's deliveries regardless of whether the agreement was concluded via the internet, e-mail, telephone or in another way. The customer's indication of special or general conditions or requirements in the tender material, order, acceptance, purchase conditions, etc. is not considered a deviation from these terms, unless SENSION has accepted the deviations in writing.

## Deliveries and services

All deliveries that are delivered in connection with consulting or freelance work, including, but not limited to, software, hardware, mechanics, function and system descriptions, presentations, calculations, specifications, and schedules are indicative only and therefore without any form of guarantee. SENSION's deliveries are only binding if a separate written functional guarantee agreement has been signed with the customer.

Any use of hardware and software developed by SENSION is at the customer's own risk. SENSION does not provide any kind of operating and quality guarantee for any of its deliveries. Thus, SENSION cannot be held responsible for any kind of loss, including loss of income, loss of reputation, operational damage, loss of goodwill, loss of data, Nor can SENSION be held responsible for damage to either material, persons or animals as a result of the use of SENSION's services.

For the customer to be able to continuously ensure and verify the quality of the consultancy/freelance work, the customer has the right to full insight into all the related design documents at any given time. In case of customer dissatisfaction, the customer has the **full** right to stop and terminate the collaboration and contract at any time *without* further notice.

## Prices and payment terms

Prices for SENSION's services can be found in "SENSION Engineering Service PriceList.pdf" which can be downloaded from SENSION's website. SENSION reserves the right to change and update this price list quarterly.

Payment must be made no later than 4 weeks after the invoice date on the sent invoice. All payments for services must be made to SENSION's bank account in Jyske Bank in Aalborg:

Reg.nr:5148 Konto nr:1276742,  
Swift: JYBADKKK, Iban: DK8951480001276742.

If the payment deadline is exceeded, 5% interest is added per started month of the due balance from the latest timely payment date and until the amount has been paid into SENSION's account.

## Marketing

For customers to whom SENSION provides services, SENSION is entitled to use the customer as a reference in its own marketing material, including SENSION's website. This also includes displaying the customer's logo on the SENSION website.

## Schedule and deadlines

The consultancy services are carried out from the agreed start-up time. If a timetable has been agreed, this is only an expression of an estimate of the freelance work at hand and thus does *not* form the basis of, and is not an expression of, a precise and guaranteed delivery deadline. Thus, SENSION offers *no* guarantee to the customer that deadlines estimated by SENSION can be met with a guarantee. All deadlines and deadlines estimated by SENSION are based solely on best-guess. Therefore SENSION cannot be held responsible if estimated time limits and deadlines are exceeded.

## On-site Engineering

For consultant and freelance work where on-site presence is required by the customer, SENSION is entitled to demand payment for both driving hours and other means of transport. For prices please see "SENSION Engineering Service pricelist". For transport that goes beyond the use of private car, such as flights, ferries, car hire, etc., these transportation costs incurred by SENSION will be subject to a 10% fee to cover interest and administration.

## Support

In general, SENSION provides *no* support guarantee for software and hardware delivered in connection with performed freelance work. If sudden technical support is required, SENSION can offer support service against payment of the hourly rate applicable at any time. Unless otherwise agreed, such support hours will be invoiced based on the non-contract hourly-based consultancy price. See "SENSION Engineering Service pricelist" under Non-Contract Consultancy hours.

## Acceptance of sales and delivery terms

The customer hereby confirms and agrees with SENSION general terms of sales and delivery:

Date \_\_\_\_\_ Company \_\_\_\_\_

Name/Title \_\_\_\_\_