

General Terms and Conditions

1. Definitions

1.1 Omnidots B.V. (hereinafter 'Omnidots') is a private company with limited liability whose purpose is to provide measuring instruments and services, such in the widest sense. In these general terms and conditions Omnidots also means all the company's employed workers.

1.2 In these general terms and conditions the following terms, as well as any conjugations thereof, are written with a capital letter and, if and insofar as not explicitly deviated therefrom, they have the following meaning:

- **Website:** the website www.omnidots.com.
- **Platform:** the Omnidots online platform <https://honeycomb.omnidots.com> on which measuring data is collected and displayed.
- **Data communications:** The sending of data and other details measured by Products to the Platform, the sending of, among other things, notifications by, for example, mail or SMS to the Client or to third parties engaged by the Client, as well as the sending of, among other things, firmware updates and configurations to the Products.
- **Client:** the natural person or legal entity, or the partnership of natural persons and/or legal entities of the intermediary or representative acting on their behalf, that has commissioned Omnidots to supply Products and perform Services as referred to in these general terms and conditions.
- **Services:** all Services supplied to the Client by Omnidots and/or third parties it has engaged, as well as all other work performed by Omnidots on behalf of the Client, of whatever nature, performed within the framework of an order, including work which is not performed at the Client's explicit request.
- **Products:** goods for purchase

or rental with regard to which the Client commits itself vis-à-vis Omnidots, such as vibration meters and other sensors, accompanying accessories such as a battery and battery charger, calibration equipment, or goods which are offered to Omnidots for repair or replacement, as well as the Omnidots Platform.

- **Order Confirmation:** the written confirmation of the Agreement by Omnidots.
- **Purchase:** the Agreement whereby Omnidots undertakes to supply a Product and the Client undertakes to pay a monetary purchase price.
- **Rental:** the Agreement whereby Omnidots undertakes to issue a Product for usage and the Client undertakes to pay a monetary rental fee.
- **Subscription:** the Agreement whereby Omnidots undertakes periodically to allow Data Communication and/or access to its Platform, either directly, or via an API (application programming interface) and the Client undertakes to pay a monetary subscription fee for this.
- **Agreement:** the Purchase or Rental or the Subscription which Omnidots concludes with the Client and which is subject to these general terms and conditions.
- **Defect(s):** A state or characteristic of a Product, as a result of which this Product cannot provide the Client with the functionality which the Client might expect, when concluding the Agreement, from a properly maintained Product of the type to which the Agreement relates.
- **Non-conformity:** A state or characteristic of a Product which does not fulfil the expectations which the Client might reasonably have on the grounds of the Agreement.

2. Applicability

2.1. These general terms and conditions are applicable to all Agreements formed between Omnidots and the Client.

2.2 These general terms and conditions also apply to any of the Client's supplementary or amended orders and follow-up orders.

2.3 Deviations from these general terms and conditions only apply if explicitly agreed in writing with Omnidots.

3. Agreement

3.1 Unless explicitly indicated otherwise by Omnidots, an offer by Omnidots is entirely non-binding.

3.2 The Agreement is only formed at the moment at which Omnidots explicitly confirms the acceptance by the Client by means of an Order Confirmation, unless explicitly indicated otherwise in Omnidots' offer.

3.3 The Order Confirmation determines the content and interpretation of the Agreement, subject to obvious written errors.

3.4 Any notes and responses by the Client to Omnidots' offer are not part of the Agreement, unless Omnidots actually confirms that in writing.

3.5 The Client cannot transfer, forward, or otherwise make available to third parties, its rights and obligations under the Agreement, including the use of a Service without the written permission of Omnidots.

4. The Client's identity

4.1 The Client will, at Omnidots' first request, allow inspection by Omnidots or, if necessary, issue Omnidots with a copy of a valid proof of identity of the person with authority to sign and a recent extract from the commercial register of the Chamber of Commerce.

4.2 Omnidots reserves the right, in the event of uncertainty regarding the Client's identity, or its financial capacity, to suspend fulfilment of its obligations under the Agreement until the Client has issued sufficient relevant information.

5. Costs, fee and payment

5.1 The prices stated all exclude VAT.

5.2 Prices do not include delivery and insurance costs for the transportation of Products to a delivery location, unless

agreed otherwise. Omnidots is entirely free as regards choice of transport.

Omnidots is entitled to deliver orders in parts and invoice them separately.

5.3 If not agreed otherwise, all prices are in euros and payable by the Client within 14 days after the invoice date, unless agreed otherwise.

5.4 Omnidots is entitled to invoice subscription fees payable by the Client under this Agreement in advance. Subscription fees will be paid within 14 days after the invoice date, unless agreed otherwise.

5.5 In the event that the Client does not fulfil its payment obligation (on time), the Client will be automatically in default without any notice of default being required and Omnidots will, without prejudice to the other rights assigned to it, be entitled to charge statutory commercial interest on the entire outstanding amount, as from the due date of the invoice until the day of full payment.

5.6 If Omnidots decides, for any reasons of its own, to take legal action to collect a receivable due to non-payment of one or more unpaid invoices, the Client will also be obliged, in addition to the payable principal amount and the interest referred to in Article 5.5, to reimburse all reasonably incurred judicial and extrajudicial costs. The payment of incurred judicial and extrajudicial costs is to be determined in accordance with the then applicable Decree that relates to the payment of extrajudicial collection costs.

5.7 Delivery of Products and/or Services can be suspended until payment of the invoice amount. The suspension takes place without the Client being able to claim any payment. The suspension ends when Omnidots determines that the Client has actually fulfilled all its obligations. The costs of suspension and the putting into service again are for the Client's account.

5.8 Omnidots is entitled to block or restrict access by the Client to and/or use of the Platform, if the Client fails to fulfil its payment obligation (on time). During the suspension the Client shall remain obliged to pay its fixed periodical costs for the term of the Agreement.

5.9 The Client is never authorised to set off or suspend its (payment) obligations.

5.10 In the event of rental, there is a

down payment of one month's rental and a deposit of 150 euros, unless agreed otherwise. At the end of a rental period the deposit will be refunded to the Client's stated account number, with due regard for the provisions of Article 12.5.

5.11 The Products will be made available for use after receipt of the down payment and the deposit. At the end of the first rental month for which a down payment has been paid the rent will be paid by means of a two-weekly direct debit.

6. Subscription

6.1 The Client will have access to the Platform after formation of the Agreement for the conclusion of a Subscription and during the term thereof. For each Subscription the Client will be entitled to connect 1 (in words one) Product to the Platform, whereby Data Communication between the Product and the Platform will be activated. If the Client has connected more Products than permitted by the concluded number of Subscriptions, Omnidots will charge these extra links retrospectively every month for the applicable, individual price for connecting.

6.2 During the term of the Subscription the Client will have access to the Platform, with due regard for the provisions of Article 13.4 and the provisions of Article 16 regarding force majeure. On the Platform the Client can, among other things, view and convert the measurement data of connected Products, change settings and manage account details. Measurement data is saved for three years after the measurement.

Unless explicitly agreed otherwise, the Client is permitted to grant third parties access to its account on the Platform, albeit with due regard for the provisions of Article 13.2 of these general terms and conditions.

6.3 The SIM card made available by Omnidots to the Client on behalf of the data communication is and remains the property of Omnidots. Omnidots is entitled to replace the SIM card, or have it replaced, at any time. At the end of the Subscription the Client must return the SIM card to Omnidots at its own expense, or destroy the SIM card, if

Omnidots requests such. If Omnidots requests such the Client will provide sufficient proof of this destruction.

Omnidots is entitled to charge costs for the replacement of a stolen, lost, or defective SIM card.

6.4 It is prohibited to copy the technical information included on the SIM card, or manipulate this card, or the information on it, in any other way.

6.5 In the event of theft, loss, or defectiveness of the SIM card, the Client must report this without any delay to Omnidots.

7. Term and termination of the Agreement

7.1 Unless explicitly agreed otherwise an Agreement for rental and/or a Subscription are entered into for the minimum contract period referred to in the Agreement.

7.2 At the end of the minimum contract period referred to in Article 7.1, an Agreement for rental will be converted by operation of law into an Agreement for an indefinite period of time, unless the Client has cancelled the Agreement in writing to Omnidots before the end of the minimum contract period, with due regard for a cancellation period of one month. An Agreement for an indefinite period of time can be cancelled by both Parties on each occasion with due regard for a cancellation period of one month.

7.3 At the end of the minimum contract period referred to in Article 7.1, an Agreement for a Subscription will be tacitly renewed on each occasion for a period of one year, unless the Client has given notice in writing, at least 1 month before the end date that it wishes to terminate the Subscription. In the event of termination of the Subscription data communication between the Product and the Platform will be deactivated and no new measurement data will be sent to the Platform. Measurement data from the past will continue to be available for inspection and usable without restriction during the retention period as referred to in Article 6.2, including after the end of term of a Subscription.

7.4 Omnidots is entitled to dissolve the Agreement, without judicial intervention, in the event:

(a) that costs charged to the Client for

Products, Services, a Subscription, or Rental are not paid on time;
(b) that the Client does not fulfil one or more of its obligations under the Agreement;

(c) of termination, retraction or amendment of the licences, whether of third parties or otherwise, on the basis of which Omnidots offers its Services;
(d) that technical or business economic circumstances cause such to be necessary;
(e) that the Client issued incorrect or incomplete information to Omnidots during or after the conclusion of the Agreement.

7.5 Dissolution is possible without prior notice of default in the instances referred to under (c) and (d) , as well as:

(a) if fulfilment by the Client is permanently impossible;

(b) in the event of a bankruptcy, debt rescheduling or placing under tutelage of the Client, or if a request to that effect has been submitted.

7.6 In the event of dissolution and/or termination, the Client's claims via-à-vis Omnidots and the remaining balance will lapse without the Client being entitled to any form of repayment or compensation. The Client is liable for all damage, including but not limited to, the periodic payment(s) under the Agreement for the remaining term of the minimum contract period.

8. Delivery

8.1 The Products are to be delivered by Omnidots or by third parties it has engaged.

8.2 No rights can be derived from (delivery) deadlines referred to by Omnidots. The (delivery) deadlines stated are an indication. If a change in the circumstances, irrespective of their foreseeability, leads to a delay, the delivery date will be extended accordingly, without prejudice to the provisions of Article 16 regarding force majeure.

8.3 Late or incorrect delivery will not be a reason for dissolution. In the event of late or incorrect delivery, Omnidots must be given notice of default, whereby it will be offered a reasonable deadline for (correct) delivery.

8.4 Omnidots is entitled to deliver orders in parts.

8.5 Delivery will take place FCA (Incoterms 2010), unless agreed otherwise. Delivery will take place to the location referred to in the order confirmation.

8.6 As from the time of delivery the risk of loss of, or damage to, the delivered Products will be for the Client's account and risk.

8.7 If delivery is impossible at the agreed time due to circumstances caused by the Client, Omnidots will be entitled to store the Products and charge the storage costs and extra transport costs to the Client. In such an instance the risk of loss of, or damage to, the delivered Products will be for the Client's account and risk.

9. Non-conformity

9.1 The Client, or a third party acting on its behalf, must carefully check the Products delivered by Omnidots immediately after delivery. The Client must indicate all complaints related to Non-conformity of, or visible deviations from, that which has been agreed, on the respective transport documents and report them in writing to Omnidots within five days after the date of delivery. After that the Products will be regarded as having been accepted in good and agreed condition, type and quantity.

9.2 On the condition that the Client has fulfilled the aforementioned conditions and has sufficiently demonstrated that the Products do not correspond to that which has been agreed, Omnidots will have the choice either to replace the non-compliant Products with new Products, or to repair the Products in question properly, or to refund the purchase price thereof and/or to credit the invoiced amount, or to give the Client a discount on the price on the basis of mutual consultation. If this is reasonably impossible for Omnidots, the Client will be entitled to dissolve the Agreement, unless the shortcoming does not justify dissolution. Fulfilment of one of the aforementioned choices will mean that Omnidots has fully complied with all its obligations in relation to that delivered.

10. Use, guarantees and repairs

10.1 The Client uses the Product in the manner described in the handbook.

10.2 In the event of rental the Client is not permitted to rent a Product to another party, or to arrange such, or use it, or have it used, in any other way.

10.3 In the event of Purchase, a guarantee period of 2 (in words two) years applies to Products delivered by Omnidots, unless explicitly indicated otherwise.

10.4 In the event of rental the Products are to be loaned for use. Omnidots will repair a Product that exhibits a defect during a rental period within a reasonable period of time free of charge, or replace it at its discretion without Omnidots being liable for the damage in this respect.

10.5 In the event of Purchase Omnidots will repair a Product that exhibits a defect during the applicable guarantee period referred to in Article 10.3 free of charge, or replace it at its discretion.

10.6 The guarantees referred to in Articles 10.4 and 10.5 lapse if, when returning the product, the following conditions have not been met:

- Product properly packed.
- Returned within 5 days after observing the defect.
- The transport costs for returning must have been paid in advance by the Client.
- Returned with statement of Client's name, address and telephone number.
- Returned with a description of the problem.
- Returned with a proof of the date of purchase or commencement of rental period.

10.7 After the guarantee period, any liability will be explicitly excluded.

10.8 The guarantees referred to in Articles 10.4 and 10.5 lapse if a Product's name tags, type or serial numbers have been removed, are (partially) illegible, or have been changed, if the Product has been dismantled, and/or changes have been made in, on or to the Product, or if repairs have been carried out on the Product without Omnidots' explicit permission.

10.9 Articles 10.4 and 10.5 do not apply if the defect is the consequence of usage that deviates from normal use and/or has been caused by an external event and/or circumstances which cannot be attributed to Omnidots, including accidents, damage, disfigurement, misuse, incorrect use,

intent, deliberate recklessness, wrong application, a failure to maintain expertly and regularly and service or repairs or other modification by a service centre or third party that is not authorised for the Product in question. Omnidots will charge on the costs of repairs to the Client in the case of Products for which various a Defect or Non-conformity.

10.10 In the event of Rental damage to the rented Product, caused within the period during which the Client is responsible for the rented Product, must be reported to Omnidots immediately after discovery, but no later than within 48 hours after it has risen.

10.11 In the event of Rental the risk that a Product cannot be used is for the Client's account and this does not discharge the Client from the obligation to continue paying the instalments. The same applies in the event of the destruction of the Product and in the event of damage to such an extent that, in the opinion of the insurer, any repair should be regarded as pointless. In that case the lapsed and as yet unpaid instalments will be immediately due and payable, plus the replacement value of the Product.

11. Loss, misplacement or theft in the event of Rental

11.1 In the event of Rental the risk that a Product cannot be used due to loss, misplacement or theft for the Client's account and this does not discharge the Client from the obligation to continue paying the instalments. In that case the lapsed and as yet unpaid instalments will be immediately due and payable, plus the replacement value of the Product.

11.2 In the event of Rental the Client bears the risk for the product (and accessories) during the term of the Rental and will insure these sufficiently at its own expense to the benefit of Omnidots and keep these insured against all risks relating to (the use of) the Product (and accessories). The risks of no, or insufficient, insurance are therefore also for the Client.

11.3 In the case of Rental the Client is obliged, in the event of loss, misplacement or theft of a Product, to report this to Omnidots within 24 hours

after its discovery and to report any theft to the police. The Client is also obliged to submit a (copy of the) police report to Omnidots.

12. Returns at the end of the rental period

12.1 The Client must return the rented Products to Omnidots on the last day of the rental period.

12.2 The Client will pay the delivery costs of returning.

12.3 Products must be returned in the same condition as they were in when received by the Client upon commencement of the rental period and must be clean and properly packed.

12.4 If Products are not returned, or are not returned on time, Omnidots will still give Client an opportunity to return the Products. The rental period ends in this case as soon as the Products have then been received by Omnidots. If the Client has not returned Products after the end of the rental period, the Client will be in default. In addition to the rental price the Client will also owe Omnidots, in this instance, the replacement value of the non-returned Products, without prejudice to the provisions of the Article 11.1.

12.5 If Products are returned incomplete or in a poor condition, Omnidots will be entitled to retain (part of) the deposit. Moreover, the Client will be obliged, in those instances, to pay in full for the damage that has occurred. In that case the lapsed and as yet unpaid instalments will be immediately due and payable, plus the replacement value of the Product.

13. Platform

13.1 Notwithstanding the restrictions in these general terms and conditions Omnidots will make the Platform available to the Client during the term of the Agreement, with due regard for the provisions of Article 5.8, 6.1, 6.2 and 7.3. The Client acquires a non-exclusive right to use with regard to the Platform, but only if the Client has fulfilled all the conditions referred to in the Order Confirmation and insofar as the Client acquires this right of use in accordance with the provisions of these terms and conditions.

13.2 The Client is fully liable for the use of the Platform by third parties

designated by the Client who the Client has allowed to use the Platform. The Client guarantees the fulfilment of all obligations from these general terms and conditions which apply with regard to using the Platform, including the obligations to be fulfilled by third parties who are not designated as counterparties of Omnidots.

13.3 The accessibility of the Platform is partly determined by the Client's technical equipment. In order to be able to use the Platform the Client must have the necessary technical resources (such as a computer, Internet connection and email address).

13.4 Omnidots is responsible for the accessibility of the Platform. Although Omnidots will make an effort to ensure that the Platform is always accessible, it is not obliged to do so. If urgent maintenance has to be carried out on the Platform for reasons of security (in particular data protection), or in the event of force majeure as referred to in Article 16, Omnidots will be entitled to block the accessibility of the Platform partially or fully. If measures have to be taken to secure the Platform's servers (for example in the event of a cyber-attack), or if technical measures are necessary to maintain or improve the Platform, Omnidots may temporarily limit or terminate access to the Platform at any time, while taking account of the Client's interests. Omnidots secures its (computer) systems and the Platform against unauthorised use by third parties to the best of its knowledge and ability.

13.5 The Platform can only be accessed by means of a username in combination with a password. The Client is responsible for the usage, careful dealing with and the security of the username(s) and password(s) for its account and any guest account(s) on the Platform.

14 Intellectual Property Rights

14.1 The intellectual Property Rights relating to the Products of Omnidots, including but not exclusively the Website, measurement data and the Platform, including but not limited to the layout and look-and-feel of the Website and the Platform, the included logos and brands and certain texts, are vested in Omnidots.

14.2 Subject to the conditions stated in these general terms and conditions Omnidots grants to the Client a limited, personal, revocable, non-exclusive right, which cannot be sublicensed or transferred, to use the Platform and the information available thereon, and to study this in a manner and in the format as made available via the Platform.

15. Liability

15.1 Without prejudice to applicable mandatory law, the following applies with regard to Omnidots' liability.

With regard to the Products and Services delivered or rented by Omnidots:

a. Omnidots is not liable for loss of profits or turnover, an impairment of reputation or goodwill, direct or indirect damage and incidental or consequential damage which arises due to, or in connection with, the Purchase or Rental of the Products or the use thereof, or the use of a Subscription or the use of the Platform, or which have arisen from any claim based on an unlawful act, attributable breach, guarantee, Agreement or any other legal ground, even in the circumstance that Omnidots was warned about any risk.

b. Omnidots' maximum and total liability will, in no event, be higher than the amount that is covered by Omnidots' insurance.

15.2 Without prejudice to the provisions of Article 15.1, Omnidots is not liable for the inaccuracy of information provided on the Website or the Platform and the resulting damage, unless this inaccuracy came about due to intent or wilful recklessness by Omnidots or one of its employees.

15.3 Without prejudice to the provisions of Article 15.1, Omnidots is not liable for orders which are not delivered, or are delivered too late, as a consequence of force majeure as described in Article 16, without prejudice to the provisions of Article 8.2 regarding (delivery) deadlines and delivery dates.

15.4 Without prejudice to the provisions of Article 15.1, Omnidots is not liable for inaccuracies of measurements, inaccuracies in terms of the storage or presentation of measured data or for the temporary unavailability of the server, the Website or the Platform.

15.5 Without prejudice to the provisions

of 15.1, Omnidots is never liable for deviations from measured data collected in a manner which is in breach with the handbook.

15.6 Without prejudice to the provisions of Article 15.1, Omnidots is, in no event, liable for:

- direct or indirect damage due to a defect or shortcoming in relation to Products which Omnidots has replaced or repaired within a reasonable period of time;

- direct or indirect damage which could have been prevented by following the recommendations and instructions of Omnidots;

- direct or indirect damage which was caused due to Omnidots having acted in accordance with the Client's instructions;

- direct or indirect damage which is caused due to the Client failing to keep complete and up-to-date copies of its (digital) details;

- direct or indirect damage which is caused by careless use or dealing with and the security of the username(s) and password(s) for its account on the Platform, without prejudice to the provisions of Article 13.5.

15.7 This provision does not exclude liability insofar as liability may not be limited or excluded by law.

16. Force majeure

16.1 Force majeure is taken to mean or causes which originate externally, beyond the will or fault of Omnidots, as a result of which timely, complete or correct fulfilment of the Agreement is no longer possible.

16.2 Force majeure as referred to in the previous paragraph is also taken to mean, but is not limited to, non-fulfilment by a third party, illness on the part of staff of Omnidots itself, abnormal weather conditions, disruptions in the supplies of water and energy, strikes, serious disruptions to the systems of Omnidots or its suppliers, fire, floods, natural disasters, riots, war or other domestic unrest or disorder.

16.3 In the event of force majeure, fulfilment of the Agreement will be suspended as long as the force majeure continues.

16.4 If the force majeure continues for longer than one month, both parties will be entitled to dissolve the Agreement

without judicial intervention. In such a case, Omnidots will proceed to repay any paid amounts, minus all costs which Omnidots has incurred in relation to the Agreement.

17. Privacy

If and insofar as Omnidots, during the execution of the Agreement, processes Personal Data on behalf of or with regard to the Client, the Omnidots Privacy Statement will be applicable, supplementary to these general terms and conditions.

18. Amendment of the General Terms and Conditions

Omnidots is entitled to amend or supplement these general terms and conditions. Minor amendments which are all secondary importance can always be implemented. Omnidots will discuss major substantive amendments with the Client in advance.

19. Applicable law and competent court

19.1 The legal relationship between Omnidots and the Client is governed by Dutch law.

19.2 Any disputes which might arise between Omnidots and the Client are to be settled by the competent court in the District of North Netherlands.

20. Identity of Omnidots

20.1 Omnidots is registered with the Chamber of Commerce under number 661169935. Omnidots' VAT identification number is NL854237677B01. Moreover, Omnidots has its registered office/is established at Verbindingsweg 8 (9781 DA) in Bedum.

20.2 Omnidots can be reached by email via info@omnidots.com, by means of the website www.omnidots.nl and by telephone on +31 85 0070336.