Terms and Conditions

1. Concepts
1.1 Omnidots B.V. (hereinafter 'Omnidots') is a private company ('besloten vennootschap') that aims to offer measuring instruments and services, in the broadest sense. In these terms and conditions, Omnidots is also understood to mean all of the employees it engages.
1.2 In these terms and conditions the following terms, as well as any conjugations of these, are written with a capital letter and have the following meaning, if and insofar as there is no explicit deviation from this:
- **Website**: the website www.omnidots.com.
- **Platform**: The Omnidots web platform on which measurement data is collected and displayed.
- **Data communication**: Sending data measured by Products to the Platform.
- **Client**: the natural person or legal person or the partnership of natural and/or legal persons or the intermediary or representative acting on their behalf who have assigned Omnidots the order to perform Services as intended in this article.
- **Services**: all Products and Services provided to the Client by Omnidots and/or third parties it engages, as well as all other activities performed by Omnidots for the Client, of any nature whatsoever, performed within the scope of an order, including activities not explicitly performed at the Client's request.
- **Products:** items for sale or rent concerning which the Client commits itself to Omnidots, such as vibration meters and other sensors, corresponding accessories such as battery and battery charger, calibration equipment, or items offered to Omnidots for repairing or replacing, as well as the Omnidots Platform.
- **Order confirmation**: the written confirmation of the agreement by Omnidots.
- **Purchase**: the agreement whereby Omnidots undertakes to deliver a Product and the Client undertakes to pay a purchase price for this in money.
- **Rental**: the agreement whereby Omnidots undertakes to provide a Product and the Client undertakes to pay a rental price for this in money.
- **Subscription**: the agreement whereby Omnidots undertakes to provide periodic Data Communication and/or access to its Platform, either directly or through an API (application programming interface) and the Client undertakes to pay a subscription price for this in money.
- **Fault(s):** A condition or feature of a Product, meaning this Product is unable to provide the Client the functionality the Client should expect of a well maintained Product of the type to which the agreements relates, when entering into the agreement.
- **Non-conformity:** A condition or feature of a Product, not complying with the expectations the Client should reasonably have based on the agreement.

2. Applicability
2.1. These terms and conditions apply to all agreements arising between Omnidots and the Client.
2.2 These terms and conditions also apply to the Client's additional or amended orders and subsequent orders.
2.3 Deviations from these terms and conditions are only valid if these have been explicitly agreed with Omnidots in writing.

3. Agreement
3.1 Unless Omnidots explicitly states otherwise, an offer by Omnidots is entirely free of commitment.
3.2 The agreement is only realized once Omnidots has explicitly conformed the Client's acceptance by means of an Order Confirmation, unless explicitly stated otherwise in Omnidots' offer.
3.3 The Order Confirmation is decisive for the content and interpretation of the agreement, subject to evident errors.
3.4 Any comments and responses by the Client on the Omnidots' offer are not part of the agreement, unless Omnidots confirms those in writing.
3.5 The Client may not transfer or pass on its rights and obligations resulting from the Agreement - including the use of a Service - or otherwise make these available to third parties, without written permission from Omnidots.

4. Identity of the Client
4.1 At Omnidots' first request, the Client shall provide Omnidots a copy of valid proof of identification of the person authorized to sign, and a recent extract from the Chamber of Commerce's trade register.
4.2 In the event of uncertainty concerning the Client's identity or its financial capacity, Omnidots reserves the right to suspend compliance with the agreement until the Client has provided sufficient information in this respect.

5. Costs, remuneration and payment
5.1 Prices are always stated excluding VAT.
5.2 Prices exclude delivery and insurance costs for transporting Products to the delivery location, unless agreed otherwise. Omnidots is at full liberty to choose the transport. Omnidots is entitled to deliver orders in batches and to invoice these separately.
5.3 If not agreed otherwise, all prices are in euros, owed by the Client at the moment of delivery. Payment must occur within 14 days following the invoice date, unless agreed otherwise.
5.4 Omnidots is entitled to invoice for subscription fees the Client owes under this Agreement in advance. Payment for subscription fees must occur within 14 days following the invoice date, unless agreed otherwise.
5.5 If the Client fails to observe its payment obligation (promptly or otherwise), the Client is automatically in default without any notice being required without prejudice to the other rights assigned to it, Omnidots is entitled to charge statutory commercial interest on the entire outstanding amount, from the invoice due date up to and including the day of full payment.
5.6 If Omnidots decides, for reasons of its own, to collect a claim due to non-payment of one or more unpaid invoices judicially, besides the principle sum owed and the interested mentioned in article 5.5, the Client is also obliged to pay for all judicial and extrajudicial costs reasonably incurred. The payment of judicial and extrajudicial costs incurred is established in accordance with the Decree applicable at that time concerning payment for extrajudicial collection costs.
5.7 Delivery of Products and/or Services may be suspended until the invoice price is paid. Omnidots is entitled to block the Client's access to the Platform if the Client fails to observe its payment obligations (promptly or otherwise).
5.8 The Client is in no instance authorized to settle or to suspend his/her obligations (for payment or otherwise).
5.9 In the case of Rent, a down payment of one month's rent and a deposit of 150 euros applies, unless agreed otherwise. After the end of a rental period, the deposit is refunded to the Client's stated account number, in compliance with the provisions in article 11.5.
5.10 After receiving the down payment and the guarantee, the Products are made available for use. After the end of the first down-paid rental month, rent payment occurs by means of a direct debit every two weeks.

6. Subscription

6.1 After the agreement to take out a Subscription has been realized, the Client receives access to the Platform for its duration. The Client may link 1 (one) Product to the Platform, with Data Communication activated between Product and Platform. If the Client has linked more Products than the number of Subscriptions taken out allows, Omnidots shall charge for additional links every month subsequently at the applicable, individual price for linking.

6.2 The Client has access to the Platform over the duration of the Subscription, in accordance with the provisions in article 12.4 and the provisions in article 15 concerning force majeure. On the Platform, the Client can view and convert measurement data from linked Products, adjust settings and manage account details, among other things. Unless explicitly agreed otherwise, the Client is allowed to grant third parties access to his/her account on the Platform, although in accordance with the provisions in article 12.2 of these terms and conditions.

6.3 The Subscription is each time tacitly extended for a one-year period, unless the Client has announced his/her desire to terminate the Subscription at least 1 month before the end date in writing. At the end of the Subscription, Data Communication between the Product and the Platform is deactivated and no new measurement data shall be sent to the Platform. Measurement data from the past remains visible and usable unrestricted, even after the duration of the Subscription.

6.4 The SIM card provided by Omnidots to the Client for Data Communication remains the property of Omnidots. Omnidots is entitled to replace the SIM card at all times (or have this replaced). After the end of the Subscription, the Client must send the SIM card back to Omnidots, or destroy the SIM card if Omnidots requests this. Omnidots is entitled to charge costs for replacing a stolen or faulty SIM card.

6.5 Copying the technical information included on the SIM card or manipulating this card or the information on it in any other way is prohibited.

6.6 In the event the SIM card is lost or stolen, the Client must report this to Omnidots immediately.

7. Delivery

7.1 The Products are delivered by Omnidots or the third parties it engages.

7.2 No rights may be derived from periods/delivery times stated by Omnidots. The periods/delivery times stated are indicative. If a change to circumstances - irrespective of the predictability of this - results in a delay, the delivery date in this respect is abandoned, without prejudice to

the provisions in article 15 concerning force majeure.

7.3 Late or incorrect delivery is not a reason for dissolution. In the event of late or incorrect delivery, Omnidots must be given notice of default, with its being offered a reasonable period for delivery/to correct the delivery.

7.4 Omnidots is entitled to deliver orders in batches.

7.5 Delivery does not occur with carriage paid, unless agreed otherwise. Delivery is made to the location stated on the order confirmation.

7.6 From the moment of delivery, the risk of loss of or damage to the Products delivered is on account of and at the risk of the Client.

7.7 If delivery at the agreed time is not possible due to circumstances caused by the Client, Omnidots is entitled to store the Products and to charge for the storage costs and additional shipping costs to the Client. In such a case, the risk of loss of or damage to the Products delivered is on account of and at the risk of the Client.

8. Non-conformity

8.1 The client, or a third party acting on its behalf, must carefully examine the Products delivered by Omnidots immediately following delivery. The Client must state all complaints relating to non-conformity of or visible discrepancies with what was agreed on the shipping documents concerned, and report these to Omnidots in writing within seven days following the delivery date. After this, the Products are deemed to have been accepted, to be in the proper and agreed condition, type and number.

8.2 Provided the Client has met the stated conditions for this and has sufficiently demonstrated that the Products fail to comply with what was agreed, Omnidots may choose either to replace Products proving to be unsound with new Products, or to repair the Products concerned thoroughly, or to refund the cost price of these and/or credit the amount invoiced, or to establish providing a discount on the cost price in consultation with the Client. If this is not possible for Omnidots, the Client is entitled to dissolve the Agreement, unless the shortcoming does not justify dissolution. By complying with one of the conditions mentioned above, Omnidots has complied in full with all of its obligations relating to the items delivered.

9. Usage, warranties and repairs

9.1 The Client uses the Product in the manner described in the manual.

9.2 In the case of Rent, the Client is not permitted to sublease a Product (or have this subleased) or to exploit it in any other way (or have this exploited).

9.3 A warranty period of 2 (two) years applies to products delivered by Omnidots, unless explicitly agreed otherwise.

9.4 In the case of Rent, the Products are loaned. Omnidots shall repair or if it so chooses replace a Product displaying a fault over the rental period, within a reasonable period and free of charge, without Omnidots being liable for compensation.

9.5 In the case of purchase, if a Product displays a fault within the applicable warranty period of 9.3, Omnidots shall repair or if it so chooses replace the Product within a reasonable period.

9.5 The warranties mentioned in articles 9.4 and 9.5 expire if the following conditions are not met on returning:
- Product properly packaged
- return within 5 days after the fault has been identified
- transport costs for returning paid by Client in advance
- return stating Client's name, address and telephone number
- return with description of the problem
- return with proof of date of purchase or start of rental period

9.6 Any liability is explicitly ruled out following the warranty period.

9.7 The warranties mentioned in articles 9.4 and 9.5 expire if the Product's name plates, type or serial numbers have been removed, or illegible or altered (partially or otherwise), if the Product is/her been dismantled, and/or alterations in or to the Product have been made, or if repairs have been performed to the Product without Omnidot's explicit permission.

9.8 Art. 9.4 and article 9.5 do not apply if the fault is the consequence of usage deviating from normal usage and/or produced by an outside cause and/or cannot be attributed to Omnidots, including accidents, damage, mutilation, incorrect usage, intentional act, willful recklessness, non-expert and irregular maintenance, servicing and repairs, or otherwise adjustment by a service center or third party not authorized for the Product concerned. Omnidots charges the costs for repairs on to the Client in the case of Products not involving Fault or Non-conformity.

9.9 In the case of Rent, damage to the Product rented, caused in the period within which the Client is responsible for the item rented, must be reported to Omnidots immediately following discovery yet at the latest within 48 hours after this has arisen.

9.10 In the case of Rent, the risk that a Product cannot be used is on account of the Client, and this Client is therefore not released from the obligation to continue paying for the installments. This also applies if the Product is destroyed and the damage is so great that the insurer believes repair should be deemed futile. In that case, the

installments due and not yet paid are immediately payable, plus the pre-calculated residual value of the Product.

10. Loss or theft in the case of Rent

10.1 In the case of Rent, the risk that a Product cannot be used due to loss or theft is on account of the Client, and this Client is therefore not released from the obligation to continue paying for the installments. In that case, the installments due and not yet paid are immediately payable, plus the residual value of the Product.

10.2 In the case of Rent, the Client bears the risk for the Product (and accessories) over the duration of the Rental Agreement, and shall sufficiently insure this at his/her own expense to the benefit of Omnidots against all risks concerning the Products and accessories (and their usage). The risks of no insurance or insufficient insurance are thus for the Renter.

10.3 In the case of Rent, if a Product is lost or stolen, the Client undertakes to report this to Omnidots within 24 hours, and to report the theft to a police station. The Client is also obliged to present an official report (or a copy of this) to Omnidots.

11. Returning after end of rental period

11.1 The Client must return the Products rented to Omnidots on the final day of the rental period.

11.2 The Client sees to the shipping costs for returning.

11.3 Products must be returned in the same condition in which the Client received these at the start of the rental period, clean and properly packaged.

11.4 If Products are not retuned (on time or otherwise), Omnidots provides the Client the further opportunity to return the Products. In this case, the rental period ends as soon as Omnidots has received the Products. If the Client has not returned the Products once the rental period has expired, the Client is in default. Besides the rental price, the Client in this case also owes Omnidots the Daily Value of the Products not returned, without prejudice to the provisions in article 10.1.

11.5 If Products are not returned in a complete or in a good condition, Omnidots is entitled to deduct the deposit (or part of this). In those cases, the Client is furthermore obliged to compensate in full for damage arising, without prejudice to the provisions in article 9.10.

12. Platform

12.1 Subject to the restrictions in these terms and conditions, over the duration of the agreement, Omnidots shall make the Platform available to the Client in accordance with the provisions in articles 6.1, 6.2 and 6.3. The Client is assigned a non-exclusive right concerning the Platform, although only if the

Client has met all of the conditions stated in the Order Confirmation and insofar as this right of use is assigned to the Client according to the provisions in these conditions.

12.2 The Client is fully liable for use of the Platform by third parties the Client appoints, to whom the Client has granted use of the Platform. The Client sees to all obligations based on these terms and conditions applicable in terms of using the Platform, including third parties observing not deemed Omnidots' counterparty observing these obligations.

12.3 Accessibility to the Platform is partly determined by the Client's technical equipment. To be able to use the Platform, the Client must possess the necessary technical resources (computer, internet connection, and email address).

12.4 Omnidots sees to the Platform's accessibility. Although Omnidots shall endeavor for the Platform to be accessible at all times, it is not obliged in this respect. If urgent maintenance must be performed to the Platform for security (in particular data protection), or in the event of force majeure as intended in article 15, Omnidots is entitled to block accessibility to the Platform wholly or partially. If measures must be taken for securing the Platform's servers (such as in the event of a cyber-attack), or if technical measures are required for maintaining or improving the Platform, Omnidots may at any time temporarily restrict or cease access to the Platform, taking the Client's interests into account in this respect. Omnidots secures its systems/computer systems and the Platform against unauthorized third-party use, to the best of its knowledge and ability.

12.5 Access to the Platform may only be obtained using a log-in name in combination with a password. The Client is liable for the use, careful handling and security of the user name and password for his/her account on the Platform.

13. Intellectual Property Rights

13.1 Intellectual Property Rights relating to Omnidots' Products, including although not limited to the Website, measurement data and the Platform, including but not limited to the Platform's layout and the look-and-feel, the logos, brands and certain texts included, rest with Omnidots.

13.2 Under the conditions as set out in these terms and conditions, Omnidots grants the Client a limited, personal, revocable, non-exclusive, non-sublicensable, non-transferable right to use the Platform and the information available on it, and to view this in the manner and in the format as made available through the Platform.

14. Liability

14.1 Omnidots cannot be held liable for the inaccuracy of information provided on the Website or the Platform and damage resulting from this, unless this inaccuracy arose due to intentional act or willful recklessness by Omnidots or one of its employees.

14.2 Omnidots is not liable for orders undelivered or delivered late due to force majeure as defined in article 15, without prejudice to the provisions in article 7.2 concerning periods/delivery times and delivery dates.

14.3 Omnidots is not liable for inaccuracies of measurements, inaccuracies in the storage or representation of data measures or for the server, the Website or the Platform being temporarily unavailable.

14.4 Omnidots is in no instance liable for deviations of measured data collected in a manner contrary to the manual.

14.5 Omnidots is liable for direct damage the Client suffers and which is the consequence of a failure attributable to Omnidots in complying with the Agreement. However, only damage against which Omnidots is insured, or should reasonably have been insured - given the nature of Omnidots enterprise and the market in which it operates - is eligible for compensation, and only up to the amount the insurer pays out when applicable. Omnidots' liability is at all times limited to the amount invoiced by Omnidots to the Client under the Agreement concerned. If the Agreement is a continuing performance agreement (partially or otherwise), as in the case with Rent or Subscription, concerning the part of the Agreement that is a continuing performance agreement, the liability limited to a sum equal to three times the total amount within the scope of the order in the last six months before the damage arose, is charged to the Client excluding VAT.

14.6 Omnidots is in no case liable for:
- damage due to a fault or shortcoming with Products replaced or repaired by Omnidots within a reasonable period;
- indirect damage or pure financial loss such as, although not limited to, lost turnover or profit;
- damage that could have been prevented by following Omnidots' advice and instructions;
- damage caused by Omnidots having acted in accordance with the Client's instructions;
- damage caused by the Client having failed to store complete and updated copies of its data (digital or otherwise);
- damage caused by careless usage or handling and security of the user name and password for

his/her account on the Platform, without prejudice to the provisions in article 12.5.

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

15. Force majeure

15.1 Force majeure is understood to mean all exterior causes, beyond Omnidots' will or agency, making prompt, full or correct compliance with the Agreement no longer possible.

15.2 Also understood as force majeure in the previous paragraph, but not limited to, are: non-compliance of a third party, illness of Omnidots' own staff of a third party, abnormal weather conditions, disruptions to water and energy supplies, strikes, serious disruptions in Omnidots' systems or those of its suppliers, fire, floods, natural disasters, riots, war or other domestic unrest or disturbances.

15.3 In the event of force majeure, compliance with the agreement is suspended for as long as the force majeure persists.

15.4 If the force majeure persists for longer than one month, both parties are entitled to dissolve the agreement without judicial intervention. In such a case, Omnidots shall proceed to refund any amounts paid, deducting all costs Omnidots has incurred relating to the agreement.

16. Applicable law and competent judge

16.1 The legal relationship between Omnidots and the Client is subject to Dutch law.

16.2 All disputes that might arise between Omnidots and the Client are settled by the competent judge of the Legal District of Noord-Nederland.

17. Identity of Omnidots

17.1 Omnidots is registered with the Chamber of Commerce under number 661169935. Omnidots has the VAT identification number NL854237677B01. Omnidots furthermore has its registered offices at Kerkstraat 51 (9285 TA), Buitenpost.

17.2 Omnidots is can be reached by email at info@omnidots.com, through the website www.omnidots.nl and by telephone on +31 85 0070336.