

General Conditions for the Supply of Non-Contact Infrared Temperature Sensors

Veghel, The Netherlands, 17 September 2026

General conditions

Preamble

1. These General Conditions apply when both parties agree in thereto. Any adjustments or deviations must also be agreed upon in writing.

Defenitions

2. Definitions of key terms:
 - "Contract": Written agreement between both parties for the supply of the Product, including all amend-ments or additions.
 - "Gross Negligence": Severe disregard for expected care, which could lead to serious impact on the other party.
 - "In Writing": Communication documented by signed papers, letters, emails, faxes, or any mutually agreed form.
 - "Product": Non-contact infrared temperature sensors or related products and documentation supplied under the Contract.
 - "Contract Price": The agreed price, fixed or revised as per any agreed revision terms.

Product Information and Instructions

3. Product data and pricing in general documentation is only binding if explicitly referenced in the Contract.
4. CleverIR B.V. will provide, free of charge, essential details and drawings by the delivery date to assist with installation, operation, and maintenance. Manu-facturing or detailed design drawings are excluded.

Intellectual property and confidentiality

5. Intellectual property rights for the Product, including embedded software and technical specifications remain with CleverIR B.V. or any third-party licensor. The Purchaser acquires a non-exclusive, transferable right to use these rights limited to the Contract's purpose. No source code or updates will be provided unless agreed otherwise.
6. Confidential information, whether written or verbal, must remain confidential and cannot be shared or used outside its intended purpose without prior consent.

Acceptance tests

7. Acceptance tests, if specified in the Contract, will occur at the manufacturing site during regular hours unless agreed otherwise. Tests will follow industry standards if no technical specifications are given.
8. CleverIR B.V. will provide written notice to allow the Purchaser to attend the tests. If absent, the Purchaser accepts the test report's accuracy.
9. If non-conformance is detected, CleverIR B.V. will address deficiencies without delay. Retesting will occur at the Purchaser's request if needed.

Delivery and Passing of Risk

10. Trade terms adhere to the latest INCOTERMS® in place when the Contract is formed.
11. If unspecified, delivery defaults to Free Carrier (FCA) at the manufacturing location. When CleverIR B.V. arranges transport, risk transfers to the Purchaser upon handover to the carrier.

Time for Delivery and Delay

12. CleverIR B.V. will notify the Purchaser promptly if delivery delays are expected, providing reasons and an estimated new delivery date.
13. Delay due to Purchaser actions or unexpected events allows for a reasonable extension of the delivery schedule.
14. For delays, liquidated damages are set at 0.5% of the Contract Price per week, capped at 7.5%.
15. Upon reaching maximum liquidated damages, the Purchaser may demand delivery within a final period of at least one week.
16. If CleverIR B.V. fails to deliver in this time, the Purchaser may terminate the Contract for the delayed Product and claim compensation up to 15% of the relevant Contract Price.
17. Should the Purchaser anticipate inability to accept delivery, notification and proposed alternatives should be provided.
18. If unjustified, the Purchaser is liable for any incurred storage or insurance costs.

Payment

19. Payment is due within 30 days of the invoice date unless otherwise specified by CleverIR B.V..
20. Late payments allow CleverIR B.V. to claim interest, recovery costs, and the option to terminate if overdue beyond three months.
21. Interest on late payments accrues at 8% above the European Central Bank's refinancing rate, with recovery costs applicable.

Retention of Title

22. Ownership of the Product remains with CleverIR B.V. until fully paid. The Purchaser will assist in necessary steps to protect this title.

Liability for Defects

23. CleverIR B.V. will address defects from faulty design, materials, or workmanship within one year from delivery.
24. CleverIR B.V. is not liable for defects due to Purchaser-specified designs, materials, or methods.
25. Liability is limited to defects under standard operating conditions and proper usage.
26. CleverIR B.V. holds no responsibility for post-risk defects from improper installation or unauthorized modifications.
27. Defects must be reported promptly; any delay may waive rights to remedy.
28. CleverIR B.V. covers transportation costs for defect repairs but not for Purchaser-induced relocations or additional costs.
29. If CleverIR B.V. fails to remedy defects, the Purchaser may reduce the price up to 15%.
30. Beyond Clauses 24-29, CleverIR B.V. is not liable for additional indirect losses.

Liability for IP Infringement

31. CleverIR B.V. covers IP infringement claims in the Purchaser's country, provided due diligence is observed.
32. CleverIR B.V. bears no liability for unintended, non-specified uses or unauthorized adaptations.
33. The Purchaser must promptly inform CleverIR B.V. of any IP claims, allowing CleverIR B.V. to control the defense.

Force Majeure

34. Force majeure suspends obligations when external factors, such as natural disasters or war, prevent performance.
35. Affected parties must notify the other in writing when affected by Force Majeure; termination is an option if the suspension lasts over six months.

Anticipated Non-Performance and Consequential Losses

36. If one party anticipates the other's non-performance, it may suspend obligations with notice; liability for consequential losses is excluded, barring gross negligence.

Disputes and Applicable Law

37. Disputes will be resolved under the International Chamber of Commerce Arbitration Rules.
38. The governing law is that of The Netherlands.