

BUSINESS TERMS AND CONDITIONS No. OP 01/2010

SENSIT, s.r.o., Školní 2610, 756 61 Rožnov pod Radhoštěm
ID No.: 64087484, VAT No.: CZ64087484

1. General Provisions

- 1.1. These Business Terms and Conditions (hereinafter referred to as the BTC) regulate the contractual relations originating between SENSIT, s.r.o. (the Supplier) and its customers.
- 1.2. The Business Terms and Conditions apply to all the products (work, services, goods) offered by the Supplier, as specified in the current catalogue, written offer or the Supplier's order confirmation.

2. Method of Ordering

- 2.1. The Customer may place an order for the products and services specified in the current catalogue with SENSIT, s.r.o. in writing – by post, by fax, by e-mail, personally or by phone with the subsequent written order.
- 2.2. Such order shall contain especially the following data:
 - Complete and correct name of business of the Customer, registered office, ID No., and VAT No.
 - Specifications of products and their quantity
 - Required date of the order fulfilment
 - Required place of delivery; unless otherwise specified, the place of delivery shall be the registered office of the Customer as mentioned in the order
 - Required method of carriage
 - Name of the contact person authorised to act on behalf of the Customer and its telephone, fax or e-mail
- 2.3. Should the Supplier be unable to fulfil any of the requirements mentioned in the order placed by the Customer, the Supplier shall notify the Customer of the possibilities of procedure and ask the Customer for its written opinion concerning the above-mentioned possibilities within 5 days. Should the Customer fail to do so, the Supplier reserves the right to cancel the order or a part thereof.
- 2.4. The orders placed by the Customer for non-standard products (custom-made products and modifications) which are not included in the current price list of the Supplier shall be solved in the form of a written offer of the Supplier before entering into a Sales Contract.
- 2.5. Upon the acceptance of any order by the Supplier, any amendment to or cancellation of the order shall be discussed with the sales officer.

3. Conclusion of Sales Contract

- 3.1. The Supplier shall send the Customer a written (by post, fax or e-mail) confirmation of an order that shall contain at least the following data:
 - Identification data of the Supplier and the Customer, their names of business, ID No., VAT No., registered office/place of business, names of contact persons authorised to act on behalf of the Customer and the Supplier, and their telephone numbers, fax numbers or e-mail addresses
 - Specifications of products and their quantity
 - Price of products and method of payment
 - Place and date of delivery, delivery terms
 - Reference to the BTC as amended

- 3.2. Should the Customer fail to raise any objections within three days of the confirmation of the order, a Sales Contract shall be deemed to be concluded.
- 3.3. By entering into the Sales Contract, the Customer undertakes to comply with all the provisions of these BTC. Any raised objections, amendments to or alterations of these terms and conditions shall be subject to the written consent of the Supplier.

4. Delivery Terms

- 4.1. The standard delivery terms are EXW according to INCOTERMS.
- 4.2. SENSIT, s.r.o. offers the delivery of its products using the following standard methods:
 - Česká pošta
 - Forwarding agency (PPL)
 - Personal collection
- 4.3. The delivery period of the standard products is by return should the products be in stock; in other cases, within 7 days (products of category A in the price list) or within 12 days (products of category B in the price list) of the order acceptance. As for other products, the delivery period shall be specified individually.
- 4.4. The expected date of dispatch (hereinafter referred to as the date of performance) shall be mentioned in the order confirmation. The Supplier shall be entitled to postpone the date upon agreement with the Customer.
- 4.5. The order shall be deemed to be fulfilled upon the delivery of the subject of performance to the Customer personally or to the first carrier for its carriage to the Customer.
- 4.6. In case of personal collection, the date of performance shall be deemed to be complied with upon the telephone or written notification of the readiness of the subject of performance for dispatch on the agreed date. The postponement of the collection of the subject of performance shall be without prejudice to the observance of the date of performance.

5. Terms of Payment (Method of Payment)

- 5.1. The Customer shall pay SENSIT, s.r.o. the purchase price of the supplied products including VAT and extra charges, if any.
- 5.2. The Supplier shall issue an invoice for each delivery. The Contract shall become entitled to issue an invoice upon the delivery of the subject of performance to the Customer or to the first carrier.
- 5.3. Unless otherwise agreed, the invoice shall specify the standard maturity of 30 days after the date of issue of the invoice. The sum invoiced shall be deemed to be paid when the account of the Supplier with its bank is credited with the freely disposable amount or when the sum is paid to the Supplier in cash.
- 5.4. The standard method of payment by means of a transfer order following the issue of the invoice may be amended as follows:
 - Payment in cash in case of personal collection
 - Payment in cash on delivery
 - Payment by means of a transfer order following the issue of a pro-forma invoice
- 5.5. Should the Customer be in default in the payment of its previous due obligations, the Supplier reserves the right to fulfil other orders only on the basis of an advance payment according to a pro-forma invoice or on a cash on delivery basis. Should the Customer be

in default in any payment for more than 30 days, the Supplier shall be entitled to suspend supplies to the Customer.

6. Liability for Defects

- 6.1. The Customer shall be obliged to accept and inspect the subject of performance and check whether the quantity and type of the subject of performance comply with the bill of delivery and check for apparent damage to the packaging and products.
- 6.2. Should any discrepancy in the quantity or type of the subject of performance or any apparent damage thereto be identified (hereinafter referred to as apparent defects), the Customer shall be obliged to complain of such defect by filing a complaint with the Supplier, at the latest within 5 (five) working days of the receipt of the subject of performance. The Supplier shall not be obliged to accept any later complaints.
- 6.3. On the basis of a justified complaint of any apparent defect concerning the standard products, the Customer shall be entitled to require the supply of replacement products that shall be executed at the latest within 5 working days.
- 6.4. SENSIT, s.r.o. shall be liable for that the products meet the standards and technical parameters specified in the catalogue or other technical documentation of the Supplier. Any non-standard technical parameters shall be subject to the prior written consent of both Parties.
- 6.5. SENSIT, s.r.o. shall not be held liable for any defects occurring after the passing of the risk of damage to the Customer or occurring without any fault of SENSIT, s.r.o., for any damage resulting from any incorrect handling or use, or for any defects caused by the Customer or a third party.

7. Complaints

- 7.1. Any identified defects of the products shall be complained of by the Customer without undue delay after their identification or within a period during which the Customer could identify them while making reasonable efforts. Any complaint containing the description of any identified defect shall be filed in writing and shall be accompanied by the Certificate of Guarantee of the product complained of.
- 7.2. The Supplier shall be entitled to inspect the products complained of or have them inspected by an authorised person and at the latest within 15 days shall notify the Customer by e-mail, fax or post whether it admits or rejects such complaint and of the method of the settlement of such complaint.
- 7.3. In case of any justified complaint of any repairable defect, the Supplier shall be obliged to remedy such defect at its own expense, within a period of 30 days of the receipt of the complaint.
- 7.4. In case of a non-repairable defect preventing the use of a product, the Supplier shall offer the Customer the replacement of the defective product for the faultless one or the refund of the purchase price. In case of a non-repairable defect not preventing the use of a product, SENSIT, s.r.o. shall grant the Customer a discount on the purchase price according to the nature of the defect complained of.

8. Guarantee Periods

- 8.1. Starting from 1 February 2010, the following guarantee periods are provided for the products of SENSIT, s.r.o.:
 - Resistance-type temperature sensors with a head 48 months
 - Resistance-type temperature sensors with a cable 30 months

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| • Coupled temperature sensors | 60 months |
| • Temperature sensors with a current and voltage output | 30 months |
| • Temperature sensors with T/I and T/U converters | 30 months |
| • Temperature sensors with a digital output | 24 months |
| • Platinum temperature sensors for temperatures up to 400 °C | 24 months |
| • Portable thermometers | 24 months |
| • Temperature probes | 24 months |
| • Temperature switches and thermostats | 24 months |
| • Custom-made products | Individual guarantee periods |

9. Title to Purchased Products

- 9.1. The Customer shall acquire the title to the purchased products upon the payment of the purchase price in full.
- 9.2. The Customer shall be entitled to return the supplied products only upon written agreement in case of standard products (specified in the price list) and only if it is able to return the supplied products in the condition in which they were supplied to the Customer. The products may be returned at the latest within 30 days of the receipt of the subject of performance. The Supplier shall not be obliged to accept any later requirements.

10. Other Provisions

- 10.1. SENSIT, s.r.o. reserves the title and copyright to drawings, wiring diagrams, and other documents. The Customer shall not provide them to any third party without the express written consent of the Supplier. Design, make, and costs can be altered according to new experience and technological improvement.
- 10.2. In reasonable cases, a Sales Contract or Amendment to the Business Terms and Conditions may be concluded, amending some articles of these BTC according to the current conditions of business relations.
- 10.3. Should the Customer export the supplied products, SENSIT, s.r.o. shall not be held liable for any damage incurred by the Customer as a result of any failure to comply with the legal regulations of the state to which the products are exported by the Customer.

11. Term of Business Terms and Conditions

- 11.1. These Business Terms and Conditions come into force on 8 February 2010 and supersede the Business Terms and Conditions No. 01/2009.
- 11.2. SENSIT, s.r.o. reserves the right to modify or amend these Business Terms and Conditions or replace them with new BTC. Should the BTC be modified, amended or superseded, the Customer shall be bound by the BTC in effect on the date of the conclusion of a contract with the Supplier.
- 11.3. The relations between the Parties shall only be regulated by these Business Terms and Conditions and no amendments to these terms and conditions shall be effective unless made in writing and expressly agreed by the Parties.

Rožnov p. R., 8 February 2010