

Hanson SmartRock Sensors Terms and Conditions

The Buyer's attention is drawn in particular to Conditions 7 (Representations and warranties) and 10 (No Warranties)

1. The [Hanson Aggregates, Asphalt and Concrete] Standard Conditions of Sale shall apply save where these smart rock terms and conditions ("SR Conditions") conflict.
2. **DEFINITIONS_** "Sensors": the SmartRock Sensors; "Services": provision of calibration services by the Company related to the Sensors; "Giatec": Giatec Scientific Inc.
3. **PURPOSE AND SCOPE.** The Conditions and these SR Conditions apply to all sales of the Sensors and/or the Services. The Services shall consist of pre-installation calibration, if necessary, of the Sensors performed by the Company. The Buyer acknowledges that all data collected by the Sensors will be transferred to and processed by Giatec, and such data will only be accessible through Giatec's platform. The Buyer agrees to consent to all of Giatec's applicable terms and conditions (available via Giatec's platform) prior to using Giatec's platform to access and view the data and information collected by the Sensors.
4. **CONFIDENTIALITY.**
 - 4.1 The Buyer covenants and agrees that it will not, at any time, disseminate, reveal or otherwise make available to any person, or use for its own purposes, any information of a proprietary or confidential nature ("Confidential Information") concerning the Company, the Sensors, or the Services, including but not limited to data, technology, ideas, plans, techniques and accounts, financial information, products, or methods of operation. The Buyer agrees to protect and safeguard the Confidential Information with at least the same degree of care as the Buyer would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care. The restrictions of the Conditions and these SR Conditions on use and disclosure of Confidential Information shall not apply to information that: (a) is in the Buyer's possession or control prior to its disclosure hereunder; (b) is, or becomes publicly known, through no wrongful act of the Buyer; or (c) is received by the Buyer from a third party that is free to disclose it. If the Buyer is required by applicable law or legal process to disclose any Confidential Information, the Buyer shall, before making such disclosure, notify the Company of such requirements to afford Hanson the opportunity to seek, at the Company's sole cost and expense, a protective order or other remedy.
 - 4.2 Upon the Company's request, the Buyer shall promptly return to the Company all copies, whether in written, electronic or other form or media, of the Confidential Information, or destroy all such copies and certify in writing to the Company that such Confidential Information has been destroyed.
5. **DATA PROVISIONS.** The Buyer acknowledges and agrees that any data collected by the Sensors and uploaded or transmitted to Giatec ("Service Data") shall be wholly owned by Giatec. If any rights in any Service Data vests in the Buyer, whether by operation of law or otherwise, the Buyer shall grant a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual, unrestricted license to Giatec to fully exploit the Service Data and shall execute all necessary documentation to effectuate such a license. The Buyer acknowledges and agrees that its rights to view, access, and use the Service Data, including any restrictions on the Buyer's use thereof, shall be governed by the terms and conditions of Giatec's platform and that the Company provides no warranties with respect to the accessibility of such data or Giatec's platform and services.
6. **FEEDBACK.** The Buyer may provide certain suggestions, improvements, bug reports, and other information regarding the Sensors or Services ("Feedback") to the Company. The Buyer agrees that the Company shall own all intellectual property rights in the Feedback and hereby assigns all right, title, and interest in the Feedback to the Company.
7. **REPRESENTATIONS AND WARRANTIES.**
 - 7.1 The Buyer represents, warrants, and agrees that: (a) it will not use the Sensors in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with the Conditions or these SR conditions, related documentation and instructions from the Company, or any and all applicable local, national, and international laws and regulations and treaties; (b) it will not use the Sensors in a manner that infringes, violates, or misappropriates a third party's intellectual property rights; (c) it will not sell, copy, duplicate, rent, lease, loan, distribute, or transfer the Sensors, or otherwise permit any third party to use or have access to the Sensors for any purpose (except as expressly permitted by the Company in writing); (d) it will not decompile, reverse engineer, disassemble, modify, create a derivative work of, attempt to discover any source code, or otherwise use any software that enables or comprises any part of the Sensors; (e) it will not remove any copyright, trademark, patent or other proprietary notices from the Sensors or any related documentation; (f) it will not attempt to gain unauthorized access to the Company or Giatec's computer systems or software or engage in any activity that disrupts, diminishes the quality of, probes for vulnerability, interferes with the performance of, or impairs the functionality of the Sensors (or the servers and networks which are connected to the Sensors); (g) it will grant the Company all permissions and access necessary for the Company to perform pre-installation calibration services; and (g) all information supplied by the Buyer is true, accurate, current, and complete.
 - 7.2 The Company represents, warrants, and agrees that: (a) for a period of two (2) months from the date of delivery of the Sensors to the Buyer ("Delivery Date"), the Sensors will conform to the applicable specifications and other requirements specified by the Company with respect to the Sensors (collectively, the "Sensor Warranties"). The Sensor Warranties are subject to the Buyer's compliance with its representations and warranties.
 - 7.3 For the avoidance of doubt, the Sensor Warranties do not apply to: (a) consumable parts, such as batteries, Plexiglas cell units, and cables, unless the relevant damage has occurred due to a defect in materials or workmanship; (b) cosmetic damage, including scratches, dents and broken plastic on ports; (c) damage caused by accident, abuse, misuse, neglect or failure to properly maintain (including water damage and/or condensation or improper temperatures during storage), or improper installation or use or any attempted repair or modification by anyone other than the Company; (d) damage caused by electrical disturbances or acts of God (including, civil disturbance, war, terrorism, flood, fire, rodents or insects); (e) situations where manufacturer's serial numbers and/or security labels have been removed from applicable Sensors by anyone other than the Company; (f) damage caused during shipment (due to Customer's improper packaging) from the Buyer to the Company in the case of Sensors returned for repair; and (g) any damage arising from the Buyer's failure to follow Giatec's instructions as to the installation, commissioning, use or maintenance of the Sensors (collectively, the "Warranty Exceptions").
8. **REPAIR.**
 - 8.1 If a Sensor is damaged or defective upon the Delivery Date, the Buyer must notify the Company in writing within thirty (30) days from Delivery Date to receive a replacement for such Sensor. All claims regarding product quality must be submitted to the Company in writing within thirty (30) days from the date the Sensor is received or such claims shall be deemed waived. Upon receipt of timely notification about any Sensor that was damaged or defective upon delivery to the Buyer, the Company will provide return instructions, if required. Sensors that were damaged or defective upon delivery to the Buyer must then be returned to the Company promptly for repair or replacement in the Company's discretion. If a Sensor is damaged or defective upon delivery to the Buyer, the Company may in its discretion provide a refund for the affected Sensors instead of repairing or replacing the affected Sensor.
 - 8.2 If, during the warranty period, a Sensor fails to comply with the Sensor Warranties, the Buyer must contact the Company's representative to confirm the Sensory Warranty non-compliance and to obtain return instructions if needed. The Buyer shall be responsible for properly packing return shipments of all Sensor(s) to the Company (for whatever reason) and for shipping and insurance costs for such return shipments. If a Sensor is returned for repair or replacement at any time following purchase by the Buyer and the Company discovers that the Sensor Warranty is inapplicable pursuant to the Warranty Exceptions, the Sensor will not be repaired and will be returned to the Buyer at the Buyer's expense, unless the Buyer authorizes and pays for the applicable repair.
9. **INTELLECTUAL PROPERTY.** The Buyer acknowledges and agrees that except as expressly stated otherwise in the Conditions or the SR Conditions, no rights, title, and interest in and to any intellectual property rights are in respect of a Sensor or Services is assigned, transferred, or licensed.
10. **NO WARRANTIES.** Except as set forth in condition 6, the Sensors and Services are provided to the Buyer without additional warranty or representation of any kind. For the avoidance of doubt, the Company makes no representations or warranties with respect to the Sensors, including any (a) warranty of merchantability; (b) warranty of fitness for a particular purpose; (c) warranty of title; or (d) warranty against infringement of intellectual property rights of a third party. To the fullest extent permitted by law, the Company expressly disclaims all other warranties, whether express, oral, implied, statutory or otherwise. Without limiting the foregoing, the Company does not warrant the

accuracy, reliability, or completeness of any information provided by the Company in connection with the Buyer's use of the Sensors or Services, or that the foregoing, including, without limitation, any data, files, and/or other information stored on a server owned or under the Company's control or in any way connected with the Sensors or Services, will meet the Buyer's requirements or be available, uninterrupted, error-free, virus-free, or secure.

11. **DISCLAIMER OF LIABILITY.** to the fullest extent permitted by law, in no event shall the Company, the Company's parents, subsidiaries, affiliates, or any of their directors, members, managers, officers, employees, agents or third party licensors, be liable for any loss of anticipated profits or revenue, or for any special, indirect, incidental, consequential, punitive or exemplary damages or losses arising out of or relating to the Conditions or these SR Conditions and/or the Sensors and Service provided hereunder or any other interactions with the Company, even if the Company has been advised of the possibility of such damages. this limitation of liability applies whether the alleged liability is based on contract, negligence, recklessness, professional negligence, tort, warranty, indemnity, strict liability or any other basis or legal theory. Without limitation of the foregoing, the total liability of the Company, its parents, subsidiaries, affiliates, or any of the Company's directors, members, managers, officers, employees, or agents for any reason whatsoever related to use of the Sensors, Services or any claims relating to the Conditions or the SR Conditions shall not exceed the amounts, if any, paid by the Buyer to the Company in exchange for the Sensors or Services.
12. **RELEASE AND INDEMNIFICATION.** The Buyer agrees to defend, indemnify, and hold harmless the Company, the Company's parents, subsidiaries, affiliates, directors, members, officers, employees, agents, third party licensors, and third party platform providers, from and against any and all liabilities, losses, damages, claims and expenses, including, without limitation, attorneys' fees, caused by a third party claim arising from: (i) the Buyer's use or misuse of the Sensors; (ii) the Buyer's breach of the Conditions or these SR Conditions, including any of the Buyer's representations and warranties; or (iii) the Buyer's willful misconduct or negligence. The Buyer agrees to cooperate fully with Hanson in the defense of any claim that is the subject of the Buyer's obligations hereunder. The Buyer shall not, without prior written approval, enter into a settlement agreement that binds or places any obligations upon the Company.
13. **SEVERABILITY.** If any provision in these SR Conditions are invalid or unenforceable or contrary to applicable law, such provision shall be construed, limited, or altered, as necessary, to eliminate the invalidity or unenforceability or the conflict with applicable law, and all other provisions of these SR Conditions shall remain in effect.
14. **ENTIRE AGREEMENT.** The Conditions and these SR Conditions sets forth the entire understanding and agreement between the Buyer and the Company relating to its subject matter. All provisions that should by their nature survive the termination of the Conditions and these SR Conditions shall survive the expiration of the Conditions and these SR Conditions including, without limitation, the rights and licenses the Buyer has granted hereunder, indemnities, releases, disclaimers, limitations on liability, provisions related to choice of law, and no trial by jury. Any waiver of or promise not to enforce any right under the Conditions and these SR Conditions shall not be enforceable unless evidenced by a writing signed by the party making said waiver or promise.
15. **FORCE MAJEURE.** In no event shall the Company be liable for failure or delay in providing Sensors or its Services when such failure results, in whole or in part, from events or conditions beyond the Company's reasonable control, including, but not limited to, Acts of God, epidemics, pandemics, fires, floods, natural disasters, strikes or other labor disputes, wars, plant or kiln shutdowns or governmental action.
16. **CONTRACTS RIGHTS OF THIRD PARTIES.** No person who is not a party to the Conditions and these SR Conditions may in his own right enforce any terms of the Conditions and these SR Conditions and the provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded.