

## TERMS AND CONDITIONS OF CONTRACTING

DAVANTIS TECHNOLOGIES, S.L.

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### 1. Contracting

These Terms and Conditions form part of the agreement signed between Davantis Technologies, SL (hereinafter, "the Manufacturer") and the Client.

For the above purposes, the Client shall be considered to be (i) the Consumer or User of the Manufacturer' products as they are defined in Spanish Royal Decree 1/2007 of 16<sup>th</sup> November, modified by articles 82 and 83 of Spanish Royal Decree of 22<sup>nd</sup> November, through which the revised text of the Spanish General Protection of Consumers and Users Act was approved, or (ii) any other purchaser of products provided that they act within the scope of their commercial activity, business, trade or profession.

The Terms and Conditions shall apply to both types of Clients, with the exceptions set forth herein as the case may be and without prejudice to the application, when appropriate, of the provisions of Spanish Royal Decree 1/2007 of 16<sup>th</sup> November, modified by articles 82 and 83 of Spanish Royal Decree of 22<sup>nd</sup> November, through which the revised text of the Spanish General Protection of Consumers and Users Act was approved.

The Client knows them, accepts their contents and they are incorporated into the agreement. The purchase offer and acceptance of the order implies acceptance and knowledge of the Terms and Conditions, excluding any other conditions or agreements, except those that the parties sign in each case.

### 2. Orders

All orders received by any means whose recording can be validated will be considered to be an offer to purchase the product subject to these Terms and Conditions. The Manufacturer shall not be required to send any order confirmation, unless specifically requested to do so by the Client.

In making the purchase request, the Client agrees and expressly states that, prior to contracting, the Manufacturer or, if applicable, the vendor of the product, has made available to it relevant, accurate, effective and sufficient information regarding the essential characteristics of the agreement and, in particular, its technical, legal and economic conditions, in a manner that is clear, understandable and adapted to the circumstances of the agreement, and that it has also provided information that is equally relevant, accurate, effective and sufficient regarding the goods or services relating to the agreement.

### 3. Price and delivery

The price of the product shall be that which is recorded on the invoice or, if applicable, the order confirmation. The prices indicated in the tariff are always net prices free from any kind of taxes, tariffs, customs charges, withholdings, transportation costs, or applicable insurance. Payment of the invoice shall be made prior to delivery of the product or service, unless another form of payment is expressly agreed in writing between the parties.

Payment of the invoice, which documents the purchase of the products, implies acceptance of each and every one of these Terms and Conditions and agreement clauses, without the need for the conventional signing of the agreement.

Delivery of the product shall be made within 30 days of payment. In the event that the delivery cannot be fulfilled within this time period, the Client shall be informed and a new time frame established. Should the Client not accept this new time frame and delivery was not fulfilled within the 30 days initially indicated, the Client shall be entitled to cancel the order and obtain a refund of the amounts paid.

### 4. Stipulations

The purchased product is a video analysis system based on artificial vision which, when correctly configured, can automatically detect objects of interest in images produced by video cameras. The product is designed to form part of comprehensive security and video surveillance systems for detecting security incidents belonging to third parties, and its incorporation into such systems is the product's only permitted use.

The product is supplied in its current state of technical development and can produce false positives or false negatives in its video analysis. Due to the current state of the art of the technology, it is not possible to guarantee that errors or defects in the video analysis will not occur, such as false alarms caused by objects of no interest in the analysed images or, conversely, failure to detect objects that could be of interest in the analysed images.

The supplied product is only suitable for and limited to the use specified, which the Client knows prior to entering into the agreement, namely incorporation into a security system provided, in all cases, by third parties and not the Manufacturer. The Manufacturer does not guarantee the suitability of the product for any specific purpose other than that expressly indicated. Consequently, the Client understands and accepts that the Manufacturer makes no declaration or guarantee regarding the suitability of the product for uses other than those expressly provided for in these terms and conditions, nor, equally, regarding the reliability, quality, suitability, adaptability, availability or accuracy of the product supplied.

The specifications and technical information relating to the products listed on the Manufacturer' website or, if applicable, that of the vendor of the product, are not contractual in nature and are not, under any circumstances, binding on the Manufacturer.

In line with the Manufacturer' policy of continually improving its products, it reserves the right to change product specifications at any time without the requirement of expressly communicating the change to the Client.

### 5. Responsibility and liability

The Manufacturer guarantees that the products comply with specifications and applicable contractual requirements, are suitable for the use or purpose for which they are intended, meet the quality standards required and have passed all quality tests performed.

The responsibility for proper installation of the Manufacturer' products falls on the Client, who is required to use the services of a security system installer who is approved or authorised under current law. Verification that the product is operating correctly in conjunction with other equipment and components of the comprehensive security and video surveillance system is the responsibility of the approved or authorised installer. The installer must verify that the security system and the equipment of which it is composed are functioning correctly prior to operation. The Manufacturer shall accept no liability for defective installation or configuration, or failure to verify or correctly check the operation of the security system once installed.

The Manufacturer shall accept no liability whatsoever for the malfunction of the product caused by circumstances beyond its control, especially if due to defects; compatibility problems with video surveillance cameras, optical equipment, cables or recording systems; images with defective lighting systems; inadequate or poorly focused images; malfunctioning of network or Internet connections; faulty configuration of the software provided; or incompatibility with third party software.

The Manufacturer shall not be liable for indirect losses such as loss of business, revenue, profits, payroll, data, savings or theft.

The Manufacturer shall not be held liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damage, including, without limitation, damage arising from interruption of the service offered through the product, delays, errors, malfunction and, in general, any inconvenience whose origin or cause is beyond the reasonable control of the Manufacturer or due to loss of data or the presence of inaccurate or damaged data in the product or which occurs a result of the Customer's negligence or bad faith and/or which derives from situations of force majeure, and/or actions of third parties without any negligence by the Manufacturer.

No claim by buyer of any kind including, but not limited to, claims for indemnification, whether as to quality or amount of product delivered or non-delivery, shall be greater in amount than the purchase price for the products in respect of which damages are claimed.

It is the responsibility of the Client to perform regular backup of data and ensure its storage in a safe location, and to comply with current legislation concerning security and protection of personal data.

### 6. Intellectual and/or Industrial Property Rights

All intellectual and/or industrial property rights over the product, and any expansion, improvement or modification of same, are the exclusive property of the Manufacturer, therefore the Customer will refrain from using or registering any patents, marks or other distinctive signs owned by the Manufacturer, and may not modify, reproduce, distribute or communicate publicly or make the product available to third parties.

The Customer may not, directly or indirectly, disassemble, decrypt, electronically scan, decompile or derive source code of any intellectual property owned by the Manufacturer to which it has access as a result of these General Conditions, or reverse engineer the design and function of the aforementioned intellectual and/or industrial property. The Customer also undertakes to inform the Manufacturer quickly and effectively of any breach or well-founded threat of infringement of the Product by third parties which could affect the legitimate interests of the Manufacturer that may come to the Customer's notice.

## 7. Warranty

Without prejudice to the provisions of Spanish Royal Decree 1/2007 of 16<sup>th</sup> November, modified by articles 82 and 83 of Spanish Royal Decree of 22<sup>nd</sup> November, through which the revised text of the Spanish General Protection of Consumers and Users Act was approved, if applicable, that is to say, for cases in which the Client is considered to be a Consumer or User of the products, the product warranty shall be subject to the provisions set out below.

The product's warranty period shall be 3 (three) years when the Client is considered to be a Consumer or User and expressly agrees in writing in the sales documentation or order confirmation in cases in which the Client acts within the scope of its commercial activity, business, trade or profession. In the absence of express acceptance and for the latter case, the warranty period shall be 3 (three) years.

In compliance with its warranty obligations, the Manufacturer shall make all reasonable efforts to fulfil reasonable response times, taking into account that the actual period may change due to, among other factors, distance from and accessibility to the Client's location, weather conditions and availability of product components.

The warranty shall not be effective in the event of misuse or improper use of the equipment or, when it has been put into operation, non-compliance with the technical stipulations provided.

Under no circumstances shall the product warranty cover defects caused by normal use, wear of materials, incompatibility of software or hardware connected to the product by the Client in the event that such software or hardware has not been supplied by the Manufacturer. Equally, the warranty shall not cover damage or defects caused by acts of God, accidents, impacts, the effects of handling the product in loading or unloading operations, humidity control, power surges or environmental conditions different to those considered to be safe and normal for an office or home setting.

The Manufacturer shall not be liable for consequences or losses resulting from any defect or deficiency in the product when the defect or deficiency has been resolved by the Manufacturer within a reasonable time.

Excluded from the warranty is work performed outside working hours, relocation, preventative maintenance, repair of products that are operating in accordance with industry standards and problems caused by viruses. The product warranty does not provide for replacement equipment during repair.

Replacement parts that have been repaired under the warranty established in this clause shall in turn have a warranty of 1 (one) year from the date of delivery of the repaired product. The Manufacturer shall acquire ownership of the products or components replaced during repair.

## 8. Applicable law and jurisdiction

Spanish law shall be applicable. Clients undertake to be subject to the exclusive jurisdiction of the Courts of Barcelona. Should any section or clause of these Terms and Conditions be declared invalid by a court, the rest shall remain in force for the parties. All notices between the parties shall be sent in writing to the legal representative of the other party at the address specified on the invoice.

## 9. Data protection

In compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council, of April 27, 2016 (GDPR) and current regulations on data protection, we inform you that the Data Processor for the processing of your data is the Manufacturer.

The Manufacturer informs you that we process the personal data that is provided to us to manage contractual relationships, improve our products and services and offer interested persons and the Manufacturer clients information about activities, products and services related to the Manufacturer.

The data to be processed by the Manufacturer in the framework of the relationship with the interested party and conditioned to the consented purposes, is included in the following categories: identification and contact data; business information data; footage from CCTV system installations using the Manufacturer products or services.

The data and images obtained will be treated with the utmost confidentiality and may be stored and used to improve the algorithms and performance of the Manufacturer video analysis products and services in accordance with our Data Policy Agreement. The Manufacturer anonymizes this data before treating it so that no person or company can be identified.

Interested persons and customers have the right to access their personal data, as well as to request the rectification of inaccurate data or, where appropriate, request its deletion, directing your request to the address of the Data Processor.