1.  Form of Contract

1.1 Any order sent to Sensirion AG (the "Seller") by the Purchaser shall be accepted entirely at the discretion of the Seller, and, if so accepted, will only be accepted upon these General Terms and Conditions. The date of delivery will be determined after acceptance and the order is accepted shall constitute an individual legally binding contract between the Seller and the Purchaser and such contract is hereafter referred to in these General Conditions as a "Contract." 1.3 These General Conditions shall prevail upon any conflicting terms, conditions or documents (if any) contained, or referred to, in any order form or other document or correspondence from or by the Purchaser, and no further alteration or substitution of these terms will bind the Seller or form part of any Contract unless it is expressly signed in writing by a person authorised to sign on the Seller's behalf.

2. Specification

2.1 All goods supplied by the Seller shall be in accordance with the specifications or descriptions (if any) expressly listed or set out in the Contract. No other specification, descriptive material, written or otherwise, in any letter, note or statement, whether in writing or otherwise or incorporated by reference into the Contract. 2.2 It is the responsibility of the Purchaser to ensure that the intended application is suitable and appropriate, before acceptance and use. This also applies to the choice of suitable materials. The Purchaser must ensure that the use of the products is appropriate.

3. Prices

3.1 Unless otherwise agreed, all prices shall be net FCA Stäfa, Switzerland (Incoterms 2020), or if so indicated by Seller in Seller's quotation or price list, FCA from such other place as indicated in Seller's quotation or price list. 3.2 Prices specified in product price sheets and posted on the web-site, or otherwise presented, are subject to change without notice.

4. Delivery

4.1 Delivery shall be made in accordance with the International Commercial Terms (Incoterms) in force at the time of the formation of the Contract. In the absence of any agreement to the contrary, delivery will be made FOB at the point of manufacture or such other point as agreed in Seller's quotation or price list. For the avoidance of doubt, without limiting the generality of FCA terms, if Seller does not give an instruction to the contrary within 5 working days, Seller may contract for carriage on usual terms at the Purchaser's risk and expense. 4.2 The delivery term shall apply only to the goods included in the Seller's letters of credit or invoice. Any payments or surrenders required in the terms of the order confirmation have been put in place by the Purchaser; and 4.2.2. The Seller is in possession of all the details required for the execution of the order and is able to fulfill any other obligations in accordance with these General Conditions.

5. Time

5.1 Time and risk shall pass to the Purchaser when Seller communicates to the Purchaser that the goods are at the disposal of the Purchaser. The foregoing shall also apply in the event that the delivery is carried out free of charge or if transportation is not arranged by the Seller. In addition, delivery time and risk shall pass to the Purchaser no later than when the goods are handed over to the first carrier.

6. Payment

6.1 Unless otherwise agreed upon, the Purchaser shall pay to the Seller the full invoice price of the goods not later than thirty (30) days after the date of each invoice. 6.2 Payments made after thirty (30) days may, at the Seller’s option, be subject to interest at the rate of 1% per month on the invoiced amount. In addition, the Seller shall have the right, without notice, to set off any amounts owed by the Purchaser to the Seller against any amounts due from the Purchaser to the Seller. Whatever means of payment shall be used, payment shall not be deemed to have been effected before the Seller’s account has been fully and irrevocably credited. 6.4 In case of late payment, the Purchaser shall be liable to pay interest on all overdue invoices at the rate of 1% per month from the due date until he receives payment. 6.5 If the Purchaser has not paid any amount due within three (3) months of the respective due date, the Seller shall be entitled (i) to terminate the Contract by giving notice in writing to the Purchaser, and (ii) to claim compensation for any losses incurred. Such compensation shall not exceed the purchase price.

7. Security Interest

7.1 As security for the timely payment and performance of all Purchaser’s indebtedness to Seller, Purchaser hereby grants to Seller a first priority security interest in the goods following delivery thereof to Purchaser ("Collateral"). Such security interest shall remain in force until payment in full of the entire purchase price for the goods and any other amounts due by the Seller to the Purchaser. 7.2 If so requested by the Seller, the Purchaser shall deliver to Seller, in form and substance satisfactory to Seller, and duly executed as required by Seller, financing statements and other security interest perfection documentation in form and substance satisfactory to Seller, duly filed under the UCC in all jurisdictions as may be necessary, or in Seller’s opinion, desirable, to perfect Seller’s security interest in the Collateral in order to establish, perfect, preserve and protect Seller’s security interest as a legal, valid and enforceable security interest and lien, and all property or documents of title, in cases in which possession is required for the perfection of Seller’s security interest.

8. Warranty

8.1 The Seller shall not be liable for defects of the goods arising under the conditions of operation provided for in the Contract and proper use of the goods. The Purchaser acknowledges that the Seller has no control or knowledge under which conditions the goods are operated or stored by the Purchaser. Therefore, the Seller does not make any warranty as to the fitness for use or implied, for any period during which the goods are operated or not in accordance with the technical specifications. In particular, the Seller’s liability does not cover causes which are faulty by manufacture, incorrect installation or faulty repair by the Purchaser, or by alterations carried out without the Seller’s consent or permission, or by operation of the goods which is contrary to the Seller’s written instructions to the contrary. 8.2 Each product which is so accepted shall constitute an independent sale and no Seller warrants solely to the original purchaser of the goods for a period of 12 months (one year) from the date of delivery that the goods shall be of the quality, material and workmanship defined in the Contract. 8.2.1 In case of any defective goods, provided that: the provisions of the Seller shall be repaired or replaced, in the Seller’s discretion, free of charge to the Purchaser, and 8.2.2 such defects shall be found, to the Seller’s reasonable satisfaction, to have arisen from the Seller’s faulty design, material, or workmanship; and 8.2.3 the defective goods shall be returned to the Seller’s factory at the Purchaser’s expense.

9. Allocation of Liability for Damage Caused by the Goods

9.1 The Seller shall not be liable for any damage to property caused by the goods after having been delivered and while they are in the possession of the Purchaser. Nor shall the Seller be liable for any damage to property caused by the goods while they are in the possession of the Seller. 9.2.3 If the Seller incurs liability towards any third party for damages to property as described in the preceding paragraph, or for personal injury, the Purchaser shall indemnify, defend and hold harmless the Seller and its authorized representatives against any claims, demands, actions or suits, including costs, damages, interest and reasonable attorney fees. 9.3 If a claim for damages pursuant to this Clause 9 is asserted by a third party against one of the parties, such party shall forthwith inform the otherparty thereof in writing.

10. Force Majeure

10.1 The Seller shall not be liable for any failure to perform any of its obligations under the Contract due to Force Majeure. Following notification by the Seller to the Purchaser of such cause, the Seller shall be allowed a reasonable extension of time for the performance of its obligations. 10.2 For the purpose of these General Conditions, Force Majeure means fire, explosion, flood, lighting, Act of God, act of terrorism, war, rebellion, riot, embargo or official strike or similar labour dispute, or other events or circumstances outside the reasonable control of the party affected thereby.

11. Economic Loss

11.1 Notwithstanding anything contained in these General Conditions or the Contract, the Seller shall under no circumstances be liable for any reason, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, and whatever the cause thereof (i) for any loss of profit, business, contracts, revenues, or anticipated savings, or (ii) for any special, indirect, incidental or consequential damage of any nature whatsoever. 11.2 In jurisdictions that limit the scope of or preclude limitations or exclusions of remedies or damages or of liability such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages or liability set forth herein are intended to apply to the maximum extent permitted by applicable law. 11.3 With respect to any costs, damages, interest or claims adjudicated by a court or arbitration tribunal located in the United States of America and its possessions (the "US") or applying the laws of any of its states or territories for which the Seller is liable to the Purchaser, the Seller shall in any case only be liable to the Purchaser to the extent that it would have been liable pursuant to the internal laws of Switzerland.

12. Confidentiality

12.1 Each of the Seller and the Purchaser shall each and every provision. The Seller may disclose to any third party, any technical or commercial information which it has acquired from the other as a result of discussions, negotiations and other communications relating to the goods and the Contract; except as may be required by law or legal process.

13. Applicable Law

13.4 Any dispute arising out of or in connection with the Contract shall be governed by and construed in accordance with the internal laws of Switzerland (Obligationenrecht, OR), to the exclusion of the UN Convention on the International Sale of Goods and without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than Switzerland.

14. Jurisdiction

14.1 Any dispute arising out of or in connection with the Contract shall be subject to the exclusive jurisdiction of the courts of the Canton of Zurich, Switzerland. The Seller reserves the right to initiate court proceedings against the Purchaser in any other court of competent jurisdiction.

15. Miscellaneous

15.1 If any provision contained herein or in any Contract is held by final judgment of a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable provision shall be severed from the remainder of these General Conditions and the Contract, and the remainder of these General Conditions and the Contract shall be enforced. In addition, the invalid, illegal or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these General Conditions and the Contract, such modifications as to the maximum extent necessary to make such provision valid, legal and enforceable. Notwithstanding the foregoing, however, if the severing or modified provision concerns all or a portion of the essential consideration to be delivered under these General Conditions and the Contract by one party to the other, the remaining provisions of these General Conditions and the Contract shall also be modified to the extent necessary to equitably adjust the parties’ respective rights and obligations hereunder. 15.2 In the event of a violation or threatened violation of the Seller’s proprietary rights, the Seller shall have the right, in addition to such other remedies as may be available to the Seller under these General Conditions and the Contract, to, temporary or permanent injunctive relief, in addition to, or in lieu of, any other remedy to which the Seller may be entitled, including an order for the immediate termination of such violation or threatened violation. 15.4 The parties hereto are independent contractors and nothing in these General Conditions will be construed to create an agency relationship between the parties.

General Terms and Conditions of Sale for Customers Located in the United States

Version 1.9

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Sensirion AG