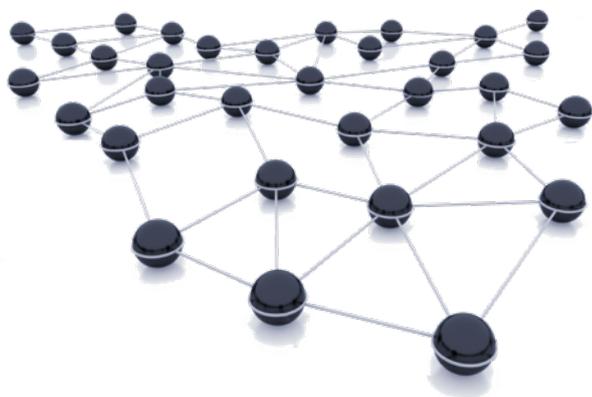


LIBELIUM 's Terms and Conditions of Sale and Use for Business Consumers (B2B)



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By buying our products (the **“Product(s)”**) as a Business Customer/OEM Customer, you (**“YOU”**) accept and agree to be bound by these Standard Terms and Conditions of Sale and Use for Business Customers (**“B2B T&C”**). It is important for YOU to read each section of this document, as it is legally binding between YOU and **Libelium Comunicaciones Distribuidas, S.L.**, a company incorporated and existing under the Laws of Spain, holder of Tax (VAT) number ES-B99135832 and registered address at c/ Escatrón 16 (Edificio LIBELIUM), 50014 Zaragoza, Spain (**“LIBELIUM”**), regarding your (**“YOUR”**) purchase and use of the Product(s).

1. DEFINITIONS

a) **“Consumer”** shall mean an individual or legal person validly purchasing and/or obtaining a license on the Product, or attending to Training, out of the scope of any for-profit business or professional activity.

b) **“Customer”** shall mean an individual or entity validly purchasing and/or obtaining a license on the Product within the framework of its professional or business activity.

c) **“Documents”** shall include but not being limited to the information contained in LIBELIUM’s Websites, User’s Handbooks, Technical Guides and Training materials.

d) **“Intellectual Property Rights”** shall include but not to be limited to proprietary rights, know-how, software, trademarks, slogans, translations, utility models, trade names, domain-names, designs and models and any applications thereof as well as copyrights and related rights, trade secrets and confidential information, concerning the Product(s), the Documents, the Training materials and contents.

e) **“OEM Customer”** shall mean a company or entity that purchases the Product with the purpose of embedding the Product(s) into other product(s) or reselling the Product(s) under a different name and label.

f) **“Product”** or **“Product(s)”** shall mean the hardware devices, software programs and upgrades, solutions and services developed, manufactured and marketed by LIBELIUM.

g) **“Training”** shall mean any training connected to the Products offered by LIBELIUM to Customers and OEM Customers in consideration for a fee.

h) **“Users”** shall mean anyone gaining access to LIBELIUM’s websites.

2. ACCEPTANCE

These B2B T&C shall apply to all offers and sales made by LIBELIUM to Customers and OEM Customers. Consumers should refer to LIBELIUM’s B2C T&C (www.libelium.com/legal).

Specific terms and conditions agreed upon for a particular order shall not bind LIBELIUM for future orders. A purchase order submitted to LIBELIUM or the reception of Product(s) supplied by LIBELIUM implies express acceptance of these B2B T&C upon which only specific selling terms agreed upon by LIBELIUM and Customer/OEM Customer on a case by case basis, will prevail.

3. OFFERS

Unless expressly stated otherwise in a specific offer, LIBELIUM’s offers shall be valid for thirty (30) calendar days as from their printed date, after which they will no longer bind LIBELIUM.

4. DISCONTINUANCE OF SUPPLY

LIBELIUM shall be entitled at any time to discontinue the production, sale or distribution of any of its Product(s), to change the design, structure, or functionality of any of its Product(s) and any part thereof, to amend the Product(s) and to change its service, warranty or other policies. LIBELIUM engages to support discontinued Product(s) with parts availability and bug fixes as long as such stocks are not sold out.

5. PRICES

Unless otherwise established in writing, prices set forth in LIBELIUM's price lists and offers shall be deemed as expressed in Euro currency and shall be considered FCA Libelium's premises in Zaragoza, Spain (Incoterms® 2010), exclusive of VAT or any other applicable tax or duty.

LIBELIUM shall be entitled to modify its price list at any time without prior notice and therefore, Customer/OEM Customer undertakes to ask for an offer for every order.

A price list disclosed by LIBELIUM supersedes and makes unenforceable any preceding one as from the date of its coming into force. The valid price list shall be the one in force at the time of placing an order.

Unless a different provision is included in LIBELIUM's offer, prices do not include:

a) The cost of obtaining any technical certificate required by any authority to distribute the Products in the country of destination, nor any document requested for customs clearance;

b) Any extra costs arising out of, but not limited to, delay during customs clearance in the importing country, whether or not customs clearance is LIBELIUM's duty.

6. PAYMENT

Unless otherwise expressly agreed upon in writing, payment terms shall be a down payment for the full amount of the order in Euro currency. Should any credit be granted, any payment delay will increase the debt with the delay interest foreseen under Spanish Act 3/2004 of 29th December, at the then current interest rate.

Any costs and expenses borne by LIBELIUM to collect payments due and accrued shall be reimbursed by Customer/OEM Customer.

7. RETENTION OF TITLE

LIBELIUM shall retain title of Product(s) until complete payment of price has been accomplished by Customer/OEM Customer and shall therefore be entitled to exercise any action to protect its rights, even if Product(s) have been processed by OEM Customers or are in the possession of any third party.

8. ORDERS

Except for online orders, all orders shall be forwarded to LIBELIUM in writing, email serving to this purpose. LIBELIUM shall issue a pro forma invoice which shall be signed and returned in acceptance by Customer/OEM Customer.

LIBELIUM may reject or cancel any pending order, whenever there are pending payments from Customer/OEM Customer.

Orders cannot be cancelled after shipment of Product(s). Neither can they be cancelled in case of non-stock Product(s), after initiation of the raw materials supply or the manufacturing processes, nor in case of products not manufactured by LIBELIUM which have to be bought from third suppliers.

9. DELIVERY

Unless expressly agreed otherwise, delivery terms shall be FCA LIBELIUM's premises in Zaragoza, Spain (Incoterms® 2010). Should Customer/OEM Customer be interested in any other delivery term, it shall inform LIBELIUM thereof at the time of placing its order, in order for LIBELIUM to submit a new quotation.

The Incoterms rule expressed in LIBELIUM's offer shall not be waived by the fact that Products are dispatched with shipping costs prepaid, at Customer's//OEM Customer's prior request. LIBELIUM's invoice shall break down any shipping or extra costs prepaid, taking into account that LIBELIUM shall not assume any liability concerning customs clearance requirements in the country of destination.

Delivery time shall be the one disclosed in LIBELIUM's offer and shall start the day after full payment is made by Customer//OEM Customer or, should any credit be granted by LIBELIUM, the day after a down-payment is made by Customer/OEM Customer in the amount agreed upon with LIBELIUM.

Under no circumstance shall LIBELIUM be considered responsible for any delay in delivery due to the carrier's or third parties' failure.

LIBELIUM shall inform Customer/OEM Customer as soon as possible about any circumstance beyond its responsibility and preventing the agreed delivery time from being met, stating the reasons of the delay, in which case Customer/OEM Customer accepts partial shipments or to agree on a new delivery time, which shall not imply Customer's/OEM Customer's right to cancel the order or to claim for any compensation.

10. SHIPPING COSTS

Product(s) shipped by LIBELIUM do not include any shipping insurance; any Customer interested in taking out said insurance must expressly inform LIBELIUM thereof in writing at the time of submitting an order, indicating the kind of coverage desired. The cost of the shipping insurance shall be invoiced by LIBELIUM as a part of the shipping costs.

11. WARRANTY

11.1. Warranty and Warranty Period

LIBELIUM guarantees that its Products comply with the specifications in its offers for a period of one (1) year from the date of delivery, shipping document giving evidence (“the Warranty Period”), provided that they are handled, shipped, stored, operated, used and maintained according to the instructions in LIBELIUM User’s Handbooks. Therefore, LIBELIUM assumes liability only for non-conformities caused by actions or negligence attributable to LIBELIUM before the Products were delivered to the first carrier.

Customer/OEM Customer shall check deliveries immediately after reception at destination and shall inform LIBELIUM in writing within seven (7) days about any apparent non-conformity. After such term, Customer/OEM Customer shall not be entitled to bring any claim regarding quantitative shortcomings or apparent non-conformities which should have been noticed during unboxing/unpacking, and LIBELIUM shall not be obliged to accept return of such Products. Claims for hidden defects or qualitative non-conformities must reach LIBELIUM in writing within thirty (30) days after Customer/OEM Customer learned of the non-conformity, and in any event, within the Warranty Period.

11.2. Warranty Procedure

The following procedure shall apply to any non-conformity notified to LIBELIUM within the Warranty Period:

a) Customer/OEM Customer shall report any alleged non-conformity to LIBELIUM’s After Sales Service through the website: <http://www.libelium.com/support>, including a detailed list of all alleged non-conformities;

b) LIBELIUM shall count on five (5) banking days to reply, either by admitting the claim, or by rejecting it;

c) If the claim is admitted, LIBELIUM shall notify its acceptance to Customer/OEM Customer and shall choose, at its discretion, either to replace or amend the non-conforming Product at no additional cost to Customer/OEM Customer. The Warranty Period of any replacing Product shall be the same remaining for the replaced Product;

d) Lack of answer by LIBELIUM within the term expressed above shall be deemed as a rejection of Customer/OEM Customer’s claim. Any cost resulting from analysis or essays to ascertain if non-conformity exists, shall be paid by LIBELIUM should the result show Product non-conformity and by Customer/OEM Customer in case they are conforming;

e) Replacement Products may be either new or equivalent in performance to new. LIBELIUM does not warrant: (i) that the components in any replacement Product come from the same supplier or are exactly the same as in the replaced Product; nor (ii) that the operation of Products will be uninterrupted or error free. Products may contain remanufactured parts equivalent to new in performance or may have been subject to incidental use.

11.3. Shipping and examination costs under the Warranty

Repair service can be obtained by sending the non-conforming Product to LIBELIUM (shipping costs pre-paid), only after a Return Merchandise Authorization (RMA) number is obtained from LIBELIUM’s After Sales Service, according to the instructions in our website. Some of our Products are protected with a safety seal and by removing this seal, Customer/OEM Customer shall be waiving this Warranty.

If the Product is found upon examination by LIBELIUM to be defective, LIBELIUM shall bear shipping costs incurred in returning the Product to Customer/OEM Customer, as well as all costs involved in LIBELIUM’s examination of the Product. If the Product is found upon examination by LIBELIUM to be conforming, Customer/OEM Customer shall bear shipping costs incurred in returning the Product.

LIBELIUM may, at its discretion, demand the Product claimed to be non-conforming to be inspected or tested by an independent third party acceptable to LIBELIUM.

11.4. Scope of the Warranty

The scope of this Warranty is limited to hardware components in the main board, sensor board and radio shields, manufactured by LIBELIUM.

11.5. Warranty exclusions

This Warranty does not apply to non-conformities resulting from:

a) Hardware. Any hardware component manufactured by third parties, either integrated in the Products or sold together with the Products as a kit, and namely, but not limited to:

- Batteries (performance and life);
- Any external component which get deteriorated through normal wear and tear, such as antennas, sensor probes, solar panels, connectors, etc;
- Any perishable component, such as calibrated gases sensors, which lose a small percentage of its original calibration monthly.

b) Software. LIBELIUM hereby waives any warranty concerning software developed or cloud services provided by third suppliers or partners, including but not limited to communication stacks included in radio modules or in digital sensor probes. Access to such software or services is solely provided to facilitate operation of the Products by Customer/OEM Customer and to these effects, Customer/OEM Customer must check and accept the terms and conditions of use by each supplier or partner. Software adapted or developed by LIBELIUM for its Products is offered “as is” without any express or implied warranty. LIBELIUM hereby advises Customer/OEM Customer to avoid using this software for medical and health applications and, in general, in any critical system on which human lives or public health may depend (nuclear power plants, reservoir lock gates, security systems, etc.)

c) Installation, maintenance, calibration and use. LIBELIUM hereby waives any Warranty concerning non-conformities arising from:

- Improper storage;
- Failure to follow installation instructions in User’s Handbooks. Liability should be claimed from the company carrying out installation (i.e. parking projects, where Libelium’s instructions are to demarcate each parking space and install the node in the middle of such space);
- Bad/lack of maintenance: User’s Handbooks contain guidance on periodical maintenance (cleaning sensors with water, removing dust from filters, etc.). Liability should be claimed from the company carrying out maintenance, or directly from end-user if there is no such maintenance service;
- Wrong Product calibration;
- Unauthorized modification or misuse;
- Operation outside of the published environmental specifications for the Products;
- Damaged materials or parts as a result of normal wear and tear;
- Poor/Faulty performance of the products in which the Products are embedded by Customer/OEM Customer;
- Non-conformities and defects which are proved to have been caused by actions or negligence committed after the Products were delivered to the first carrier;
- Non-performance or faulty performance of the Products as a result of radio-frequency use restrictions or power broadcasting restrictions in any given country;
- Any connectivity error resulting from poor coverage and attributable to the connectivity services supplier;
- Ingress of dust and/or water resulting from poor closing of the parking node enclosure, and attributable to the company/ies programming the node or performing installation.

d) Product Certification. Detailed information about the certifications of the Products can be found in the respective Technical Guides. LIBELIUM does not warrant that the Products count on specific product certifications required in any given country, so it’s Customer/OEM Customer’s responsibility to check whether the Products can be imported and resold in the intended country of destination.

e) External Agents. Damages caused to the Products by external agents, such as, but not limited to animals or weather condition (lightning, storm, wind, flooding, fire...), shall be considered as Force Majeure events, not covered under the Warranty.

f) Intermediate Data Buffer Services. LIBELIUM does not offer data storage services through “The Hive” (formally known as “Libelium Cloud Hive”), but rather an intermediate data buffer service which temporarily stores a certain amount of data while they are transferred to third parties’ cloud platforms, and removes such data once transfer is completed. LIBELIUM hereby waives any Warranty concerning non-conformities or liability arising from:

- Wrong performance and/or operation of third parties’ cloud services;
- Loss or corruption of data being transferred as a consequence of lack of access, or overcapacity of the intermediate buffer, either if the destination cloud platform is not accessible, because of an internal problem in the internal buffer services, or if an excessive amount of data is sent all at once;
- Unauthorized access to data being transferred: LIBELIUM allows data encryption, but it’s the responsibility of Customer/OEM Customer to use such encryption techniques and to implement any requested compatibility with the destination Cloud platform.

11.7. Liability Waiver

a) Under no circumstance shall LIBELIUM be liable for indirect, incidental or consequential damages caused by the Products, including but not limited to loss of data or of profit.

b) Customer/OEM Customer is responsible and liable to end users for any warranty given in excess of this Warranty and shall indemnify and hold LIBELIUM harmless for any unauthorized warranty provided.

c) Customer/OEM Customer agrees to defend, indemnify and hold LIBELIUM harmless from all claims, injuries, costs, expenses and damages, including attorneys’ fees, resulting from:

- any warranties or representations concerning the Products, either expressed or implied, made by Customer/OEM Customer or their employees, which are beyond LIBELIUM’s Warranty Policy;
- any distribution or sale of the Products by Customer/OEM Customer or their employees for a purpose or application that has not expressly been agreed upon by LIBELIUM;
- any alteration of the Products by Customer/OEM Customer or their employees that has not expressly been agreed upon by LIBELIUM;
- failure by Customer/OEM Customer or their employees to maintain the Products in saleable condition;
- any fault made by Customer/OEM Customer or their employees during checking, testing or embedding of the Products;
- any action brought against LIBELIUM by Customer/OEM Customer’s employees.
- any claim brought by Customer/OEM Customer’s customers for injuries or damages of any kind (including but not limited to loss of or physical damage to the customer’s tangible property, personal injury, death or economic loss), caused by products in which the Products have been embedded by Customer/OEM Customer.

d) This warranty is in lieu of all other warranties, expressed or implied, and no representative or person is authorized to assume for LIBELIUM any other liability in connection with the sale of the Products. In the event of a warranty claim LIBELIUM’s entire and sole responsibility to Customer/OEM Customer is as set forth above. No claims based on product liability shall be accepted by LIBELIUM in cases different than the ones established in the preceding paragraphs.

e) To the extent permitted by law, LIBELIUM’s Product liability is limited to a global amount of one million and two hundred thousand Euro (1,200,000.00 €) per accident, for personal injury and material damages.

12. USE OF THE DOCUMENTS

Use of the information contained in the **Documents** is subject to the following terms and conditions of use:

a) All Documents and any examples they contain are provided as-is and are subject to change without notice. Except to the extent prohibited by law, LIBELIUM makes no express or implied representation or warranty of any kind with regard to the Documents, and specifically disclaims the implied warranties and conditions of merchantability and fitness for a particular purpose.

b) LIBELIUM shall not be liable for any error, incidental or consequential damage in connection with the use of the Documents and the examples included therein. No part of the Documents may be reproduced, stored in a retrieval system, or transmitted in any form or by any electronic or mechanical means, including photocopying and recording, for any purpose other than the readers' personal use, without LIBELIUM's prior written consent.

c) LIBELIUM has created the Documents for the personal use of Users as well as for external communication. The information in the Documents, whether in whole or in part, cannot be used for commercial purposes without the prior written consent of Libelium.

d) The information on LIBELIUM's Websites has been included in good faith for general informational purposes only. It should not be relied upon for any specific purpose and no representation or warranty is given as to its accuracy or completeness.

e) LIBELIUM has taken every care in the preparation of its Websites. However, it cannot guarantee that Customers/OEM Customers/Users will enjoy uninterrupted access at all times.

f) LIBELIUM reserves the right, at its sole discretion, to modify, disable access to or discontinue, temporarily or permanently, any part or all of its websites or any information contained thereon without liability or notice to Customers/OEM Customers/Users.

g) LIBELIUM shall not be liable for any loss, damage, liability or expense incurred in, or suffered, and resulting from the use of the Documents, including, without limitation, any fault, error, omission, interruption or delay with respect thereto. The use of the Websites is at the Customer/OEM Customer/User's sole risk.

h) Links on the Documents to third-parties' websites are provided solely as a convenience to Customer/OEM Customer/Users. By using these links, YOU will leave LIBELIUM's websites. LIBELIUM has not reviewed all third-parties' documents/websites and is not responsible for any of these sites or their content. Access to any of these third-parties' documents/websites is entirely at Customer/OEM Customer/Users's own risk.

i) Customer/OEM Customer must carefully read the User's Handbooks of the Product(s), especially sections "Before Using the Product(s)", "How to use the Product(s)", "Maintenance" and "Standardisations", before putting the Product(s) into operation. Provided that the Product(s) operate with radio-frequency modules, Customer/OEM Customer must carefully read section "Standardisations" to become aware of Product tests accomplished, their radio-frequencies and broadcasting powers. Installers assume all liability concerning: (a) gathering information on use restrictions of frequency bands in any given country; and (b) acting according to any applicable regulation. LIBELIUM does not disclose the whole list of rules and regulations in force in every country. For further information please refer to:

- CEPT ERC 70-03E - Technical Requirements, European restrictions and general requirements: <http://www.ero.dk>
- R&TTE Directive - Equipment requirements, placement on market: <http://www.ero.dk>

13. INTELLECTUAL PROPERTY

Libelium, MeshLium, Plug and Mesh!, Squidbee, SetMeBlue!, Cooking Hacks, WaspMote, Plug and Sense!, N-Vio, My Signals, Libelium Cloud Hive, together with any design or logo, and any other whether registered or not, used by LIBELIUM in the promotion of the Products, are trademarks of LIBELIUM ("**the Trademarks**").

Some Product(s) are protected by patents and/or other intellectual property rights.

Nothing in the Documents or in these B2B T&C shall be construed as to grant Customer/OEM Customer/User a license or any other right on LIBELIUM's trademarks, patents or other Intellectual Property rights. Customer/OEM Customer/Users are not permitted to copy, modify or use the Trademarks without the prior written consent of LIBELIUM. The rest of trademarks appearing on the Documents are the property of their owners.

Customer/ OEM Customer shall refrain from incurring any action that may obstruct the granting of pending patents or any other intellectual property right for which LIBELIUM may have applied.

Any design, source code logo, trademark, trade name or symbol in LIBELIUM's websites belong to LIBELIUM, or its suppliers or partners and are protected under the corresponding intellectual property regulations. Any use, reproduction, distribution, broadcasting, public disclosure, transformation or any other similar activity is prohibited without LIBELIUM's or their owners' prior written consent.

The contents in LIBELIUM's websites are also protected by LIBELIUM's or its suppliers' and partners' intellectual property rights. Their use or reproduction is subject to express citation of LIBELIUM's URL address. This citation is only permitted through a cover image or explanatory text linking to the website; integration in a different website is expressly prohibited. Any other use of the contents in LIBELIUM's websites requires LIBELIUM's express written consent.

LIBELIUM is the owner of all Intellectual property rights -including Copyright- concerning Training materials and content; Customers/OEM Customers shall use said materials and contents according to Clause 15 of these B2B T&C.

14. PRIVACY POLICY

Please visit <http://www.libelium.com/privacy-policy/>

15. TRAINING

Training services offered by LIBELIUM will last three (3) days unless otherwise expressed in an offer.

Training offers will always imply full prepayment, including prepayment of LIBELIUM's trainer travel and accommodation expenses. The following Training Refund Policy shall apply to cancellation of registrations:

- a) Registrations cancelled up to three (3) weeks before any scheduled Training, will get a 100% refund of registration fees;
- b) Registrations cancelled less than three (3) before any scheduled Training, will get a 50% refund of registration fees;
- c) Registrations cancelled on the same day scheduled for a Training, including non-attendance, will not be eligible for any refund.
- d) LIBELIUM's expenses already incurred by the date of cancellation will not be eligible for a refund.

Training does not imply the provision of consultancy services to Customer/OEM Customer, who should not rely on any opinion, comment or advice provided by LIBELIUM's trainer during Training, for any particular purpose pertaining to Customer/OEM Customer's business and LIBELIUM hereby waives any liability resulting thereof.

Intellectual Property, including copyright, of all Training materials and content belongs exclusively to LIBELIUM. Customer/OEM Customer will not copy, record, reproduce, disclose, broadcast, or assign any part of said materials and content without LIBELIUM's prior written consent. For clarification purposes, this prohibition includes a general ban to record any Training session, or to upload any Training materials to any website or cloud platform.

Whenever a working visa for LIBELIUM's trainer is requested in the country of Customer/OEM Customer to accomplish the Training, Training dates agreed between LIBELIUM and Customer/OEM Customer will be contingent upon LIBELIUM obtaining such visa. LIBELIUM hereby waives any liability, penalty or compensation, should Training be delayed on the grounds of a delay in obtaining such visa..

16. GOVERNING LAW and DISPUTE SETTLEMENT

These T&C shall be construed according to and governed by the Laws of the Kingdom of Spain.

The parties hereto, waiving any other right they may have, expressly agree that any dispute, discrepancy, question or claim arising from the performance or interpretation of these T&C or in connection with them, directly or indirectly, shall be submitted to the competent Courts in the City of Zaragoza (Spain).