

# Hardware Terms and Conditions of Sale (“SALE AGREEMENT”)

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Effective March 21, 2019

Issuance of a purchase order for the MindRove Headset prototype and electrodes (“Hardware”, “Product”) as referenced in the sales quote provided by MindRove Kft. (“MindRove, Seller”) to you (“Buyer”) constitutes Buyer’s agreement to the following terms as conditions of sale of the Hardware specified on the hardware quote.

By submitting a purchase order to MindRove, Buyer, the purchaser of any Hardware from MindRove, this purchase for (Buyer and Mindrove are hereafter together referred to as “Parties”) agree to be bound by and accept the terms and conditions provided below. If Buyer as the case may be, disagree with these terms and conditions, do not submit a purchase order to Mindrove.

1. With any problems and questions the buyer can reach Mindrove at [info@mindrove.com](mailto:info@mindrove.com).
2. Mindrove Kft. does not warrant the MindRove hardware prototype product against material defects in materials and workmanship.
3. Mindrove Kft. makes no warranty, affirmation of fact, or recommendation for use by Buyer of any product sold for a particular application.
4. THE HARDWARE IN THIS CONTRACT ARE SOLD ON AN “AS IS” BASIS, AND SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
5. MINDROVE WILL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING FROM THE USE OF THE HEADSET.
6. MINDROVE SHALL NOT BE LIABLE ON ANY CLAIM OF ANY KIND TO BUYER FOR ANY LOSS OR DAMAGE ARISING OUT OF, RESULTING FROM, OR CONCERNING ANY ASPECT OF THIS AGREEMENT, OR FROM THE PRODUCTS OR SERVICES FURNISHED INCLUDING ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR FOR LOST PROFITS, REVENUE, LOSS OF USE, DAMAGE TO ANY EQUIPMENT OR PERSON, “COVER” COST, DOWNTIME..
7. THE PRODUCT IS NOT INTENDED FOR ANY USE WHERE FAILURE OR FAULT OF THE PRODUCT COULD DIRECTLY OR INDIRECTLY CAUSE RISK OR DAMAGE TO LIFE OR PROPERTY. ANY SUCH USE IS ENTIRELY AT THE USER’S DISCRETION AND RISK. ANY SUCH USER WILL BE SOLELY RESPONSIBLE FOR (AND MINDROVE DISCLAIMS) ANY AND ALL LOSS, LIABILITY, OR DAMAGES RESULTING FROM SUCH USE.
8. Unless otherwise accepted in writing, Seller shall not be liable for delays or non delivery which is not within Seller’s sole control.
9. Customer is responsible for all taxes related to this purchase and to the import of the Hardware, if applicable, to include but not limited to all sales taxes, value-added taxes, import taxes/customs/duties and any other similar taxes imposed by any governmental entity.
10. The Mindrove Hardware may not be purchased for resale purposes by Customer. Hardware may not be resold, leased, loaned or gifted to another party without prior written consent by Mindrove.
11. This Sale Agreement constitutes the entire understanding of the Parties as to the subject matter hereof and supersedes all prior offers, agreements, arrangements,

negotiations and understanding, written or oral between the parties relating to that subject matter. This Sale Agreement, confirmation, and invoice shall control over any additional or conflicting terms proposed by Buyer or contained on Buyer's purchase order. Buyer is expressly notified that Mindrove does not agree to Buyer's proposal of additional or different terms than those in this Sale Agreement.