

## Hardware Terms and Conditions of Sale ("Sale Agreement")

Effective 2023.06.06.

This Hardware Terms and Conditions of Sale ("Sale Agreement") is entered into by and between MindRove Kft. ("MindRove," "Seller") and the purchaser of a MindRove prototype and electrodes ("Hardware," "Product"), hereinafter referred to as "Buyer." By placing a purchase order for the Hardware, Buyer agrees to be bound by the following terms and conditions:

1. Buyer can contact MindRove regarding any issues or inquiries related to the Hardware by emailing [info@mindrove.com](mailto:info@mindrove.com).
2. MindRove warrants the Hardware against material defects in materials and workmanship for a period of six (6) months from the date of purchase, in accordance with applicable laws and regulations. This warranty does not cover damages resulting from misuse, unauthorized modifications, or accidents.
3. Disclaimer of Warranties: THE HARDWARE IS SOLD ON AN "AS IS" BASIS. MINDROVE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.
4. MINDROVE WILL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING FROM THE USE OF THE HEADSET.
5. 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.

6. 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.
7. Unless otherwise accepted in writing, Seller shall not be liable for delays or non delivery which is not within Seller's sole control.
8. 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.
9. 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.
10. 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.