

1. Entry into force and scope. These Terms and Conditions of Sale and Delivery shall apply from 1 May 2021 to all sales of PHARO HEXAGON Ltd., subject to written amendments in its offers, order confirmations or in a separate contract. The customer expressly waives the right to assert its own general terms and conditions.

2. Conclusion of contract. The offers of PHARO HEXAGON Ltd. are in principle without obligation but valid for thirty (30) days from the date of the offer and are only valid for the addressee. Only the order confirmation issued after receipt of an order testifies to the conclusion of the sales contract. Nevertheless, PHARO HEXAGON Ltd. reserves the right to cancel an order in whole or in part if it subsequently becomes apparent that production is particularly difficult or impossible. Such cancellation does not entitle the customer to claim compensation or other damages.

3. Copyright. All printed documents and electronic data such as pictures, visualisations, plans, sketches, forms, and layouts made available to the customer are the property of PHARO HEXAGON Ltd. and are subject to copyright. Passing on to third parties, imitation, copying, or conversion is only permitted with the written permission of PHARO HEXAGON Ltd.

4. Scope of services. Delivery in the form of a purchase contract is always ex works. However, the scope of delivery and its execution can be determined differently by the order confirmation, especially if it is a rental or labour contract. Services that are not included in the scope of delivery shall be invoiced separately. The design, dimensions and weight of the ordered products may be slightly changed during production. Such changes shall be deemed to be in accordance with the order insofar as they do not significantly affect the technical characteristics of the project.

5. Prices. Prices are net in Swiss francs and without any deductions. All costs, such as packaging, transport, insurance, export, transit, import and other permits and services of authorities and third parties, as well as all taxes, customs duties and other charges shall be borne by the customer. PHARO HEXAGON Ltd. expressly reserves the right to adjust the prices quoted in its offers and order confirmations in the event of changes in manufacturing costs and/or market conditions. Prices quoted in currencies other than the Swiss franc are quoted at the exchange rate on the date of order confirmation and remain valid in the event of exchange rate fluctuations of less than +/- 3%. If the exchange rate fluctuation exceeds +/- 3%, the exchange rate on the date of the invoice shall apply.

6. Terms of payment. Unless otherwise agreed:

- a) New customers, first payment in advance.
- b) Invoices up to an amount of CHF 10,000.00 shall be paid within ten (10) days net from the date of invoice and without any deductions.
- c) For amounts more than CHF 10,000.00, an immediate advance payment of sixty percent (60%) shall be made upon confirmation of the order and the balance shall be paid upon delivery within ten (10) days net and without any deduction.

All costs associated with the payment shall be borne by the customer. If the buyer fails to comply with the payment dates, he shall pay interest on arrears from the due date at a rate of 3% above the first mortgage rate of the Cantonal Bank of Fribourg, but not less than 10% per annum, and this without default.

7. Delivery. The delivery period is only a guideline. It shall launch upon confirmation of the order and shall refer to the time at which the goods leave the premises of PHARO HEXAGON Ltd. Delivery times may be delayed and extended if

- a) PHARO HEXAGON Ltd. does not receive the information required for the execution of the order from the customer in due time or if such information is subsequently changed, thereby causing an extension of the production time.
- b) unforeseen obstacles occur which PHARO HEXAGON Ltd. cannot avert despite all efforts to execute the order. Such obstacles are significant operational disruptions, accidents, labour disputes, delayed or defective deliveries of raw materials, semi-finished or finished products, official requirements, natural disasters, pandemic and other cases of force majeure.
- c) the customer or a third party is in default with the performance of necessary work or the fulfilment of contractual obligations if the customer does not meet its payment obligations.

Delays in delivery do not entitle the customer to claim damages or to withdraw from the contract.

8. Transfer of risk. The transfer of benefit and risk takes place as soon as the goods leave PHARO HEXAGON Ltd. If the shipment of the goods is delayed or made impossible for reasons beyond PHARO HEXAGON Ltd. control, the goods shall be stored and insured at the risk and expense of the purchaser. The products to be delivered shall be insured against the risks of transport at the expense of the customer.

9. Delivery and partial delivery. At the request of PHARO HEXAGON Ltd., the customer is obliged to accept partial deliveries.

In the absence of instructions to the contrary, consignments shall normally be delivered by courier or by forwarding agent in suitable packages or on standard pallets with a maximum height of 180 cm, if not by us or our partner. Any deviation from this rule entitles PHARO HEXAGON Ltd. to charge the additional costs incurred. Whenever possible, delivery shall be made on Euro pallets of 120x80 cm. The buyer is obliged to return the same number of Euro pallets in perfect condition upon delivery. Euro pallets that are not returned on the day of delivery will be invoiced additionally.

10. Complaints and acceptance of the delivery. The buyer shall inspect the quality of the delivered products immediately upon receipt. Any defect must be reported to PHARO HEXAGON Ltd. within five (5) working days after delivery of the goods. In the event of late notification, the deliveries shall be deemed accepted and any claim for damages shall be excluded.

Accepted complaints include all defects that are clearly attributable to defective material or faulty workmanship. The replacement service of PHARO HEXAGON Ltd. shall be limited to the improvement or replacement of products which have demonstrably become unusable because of faulty material, faulty design, or faulty workmanship. If the replacement of the products is no longer possible, the compensation shall be limited to the reimbursement of the invoice price already paid by the customer for the products not replaced. The shipping costs for the repair or replacement of the products shall be borne by the customer. Further claims of the customer due to a defective delivery, in particular compensation for damages and withdrawal from the contract, are excluded.

No claim shall exist in the event of damage attributable to normal wear and tear, improper handling, lack of maintenance, excessive use, failure to observe the instructions for use and if the customer or

a third party has modified or repaired the products without the prior written consent of PHARO HEXAGON Ltd.

11. Exclusion or limitation of liability. Any liability of PHARO HEXAGON Ltd. for material damage, personal injury and damage of any other kind incurred by the customer or third parties is excluded to the extent permitted by law. PHARO HEXAGON Ltd. accepts no responsibility for direct or indirect damage caused by the use or installation of the products by third parties. The purchaser assumes full responsibility and ensures that any damage is adequately insured.

12. Obligations of the customer for rental and labour contracts. The customer is obliged to treat the contractual items handed over to him with care and consideration until they are dismantled and taken back and to protect them from damage, excessive use, and theft. He must always ensure that the contractual items are not exposed to any weather influences.

With the order confirmation, the client confirms that he has insured all items provided at replacement value against damage and loss. The customer shall be fully liable for a corresponding restoration of the original condition, even if he is not at fault.

13. Retention of title. PHARO HEXAGON Ltd. remains the owner of the delivered products until receipt of payment of the full sales price. PHARO HEXAGON Ltd. is entitled to apply for the corresponding entry in the retention of title register at the buyer's expense and to take care of all formalities in this respect. During the retention of title, the customer shall maintain the delivered products at its own expense and insure them against theft, damage, breakage, fire, water, and other risks. Furthermore, the customer shall take all measures to ensure that the property rights of PHARO HEXAGON Ltd. are preserved. In the event of mixing, PHARO HEXAGON Ltd. shall become co-owner in proportion to the value of the parts of the new item at the time of mixing. If the customer does not fulfil his acceptance and/or payment obligations after the expiry of a further thirty (30) days and if he is in default with the acceptance and/or payment of the goods, PHARO HEXAGON Ltd. shall be entitled to sell the products ordered by the customer freely and without restriction to third parties, irrespective of any intellectual property rights of the customer (patent rights, company name, trademarks, designs, copyrights).

14. Cancellation, changes, and amendments. Amendments to these "Terms and Conditions of Sale and Delivery" must be made in writing.

Requests for cancellation or modification of current orders shall only be granted with the written consent of PHARO HEXAGON Ltd. In the event of changes in quantities, masses or raw materials, the customer shall bear the costs already incurred as well as the manufacturing costs of the raw or finished parts. In the event of cancellation of an order, the customer shall bear all costs arising therefrom.

15. Right of use pictures and illustrations. PHARO HEXAGON Ltd. reserves the right to use company names, pictures and sketches of customer products and projects to illustrate its own website and other digital or printed publications.

PHARO HEXAGON Ltd. will under no circumstances pass on contact details and photos of its customers to third parties. Customers who wish to keep this information confidential must expressly notify PHARO HEXAGON Ltd. in writing, Champs Montants 1, CH-1742 Autigny.

16. Right of Use Customer Emails. Any payment of an invoice issued by PHARO HEXAGON Ltd. automatically implies acceptance of the general conditions and registration in our CRM (Customer

Relationship Management) software. The customer newsletters generated from this are sent out no more than once a month. Recipients may unsubscribe at any time.

17. Place of performance, place of jurisdiction, applicable law. The place of performance and jurisdiction is the registered office of PHARO HEXAGON Ltd. (Autigny-Fribourg). The legal relationship is subject to Swiss law.

Only the German version of the Terms and Conditions of Sale and Delivery shall be legally valid!