

# PLANET HORIZONS TECHNOLOGIES SA (PHT) - Sales Terms and Conditions

(Version updated 12.05.2021)

All orders placed to Planet Horizons Technologies SA (PHT) as well as all contractual relations between PHT and the buyer are governed by these Sales Terms and Conditions, which shall apply to the exclusion of all other conditions.

## 1. General Information

### 1.1. Scope of the Sales Terms and Conditions

All orders placed to Planet Horizons Technologies SA (PHT) as well as all contractual relations between PHT and the buyer are governed by these Sales Terms and Conditions, which shall apply to the exclusion of all other conditions.

By placing an order to PHT, the buyer acknowledges having read, understood and accepted, without any reservation, these Sales Terms and Conditions.

PHT reserves the right to modify these Sales Terms and Conditions at any time by publishing a new version on its website. Any orders signed by the buyer after adaptation of the new Sales Terms and Conditions are governed by these new Sales Terms and Conditions.

### 1.2. Offers and Orders

The prices and information given on all PHT's documents, including the offers, are given as a reference. They do not constitute a commitment on the part of PHT and are subject to variation or modification. The devices described therein may be modified or improved without notice.

An order is accepted by PHT only after receipt of the offer that has been duly signed by the buyer and/or their authorized representatives and specifies the price and delivery/payment terms. After this, the order is considered as confirmed.

The buyer can no longer cancel or modify an order without PHT's prior written consent. PHT reserves the right to charge the buyer all costs that may arise from any cancellation or modification.

### 1.3. Installation

Effective operation of the AQUA4D® system is guaranteed only if the installation and use instructions provided by PHT are complied with.

The technical documents provided by PHT describing the installation and use instructions consist of:

- User manuals
- Control Units installation instructions
- Treatment Units installation instructions
- Warning notes

These technical documents are supplied in each package by PHT. It is the responsibility of the buyer to check the presence of the technical documents in the package upon delivery.

The operation of the AQUA4D® system is guaranteed only if the installation and use instructions of third-party devices and equipment set up on the water network or in contact with the water treated by AQUA4D® (piping, sanitation and other home appliances, pumps, filters, etc.) are complied with.

### 1.4. Commissioning

Unless otherwise stipulated in the offer, the prices shall cover only the supply of the equipment and shall not include any intervention at the place of installation such as assembly, commissioning, or any other connections.

Should the buyer wish to have the assembly assisted by one of PHT's engineers or technicians, this request must be placed in writing and the costs arising thereof will be invoiced.

## 2. Price and Delivery Time

### 2.1. Price

PHT's price, unless otherwise indicated, are Ex Works (EXW) Sierre factory. Any taxes, duties, fees, or other charges in Switzerland or in the country of destination shall be borne by the buyer.

### 2.2. Shipping and Transport

Special packaging, insurance, customs, consular costs, etc. are the buyer's responsibility. The instructions required to prepare the required documents for export shall be included in the buyer's order.

Delivery shall be conducted either by handing over the goods to the buyer or by delivering them to a carrier authorized by the buyer in the premises or warehouses of PHT.

Transport is carried out at the risk and peril of the addressee who must, before accepting the delivery of the goods, ensure that there is no loss or damage. If necessary, the addressee must immediately make reservations in writing on the shipping document or delivery note and must do so in the presence of the carrier. In case of non-apparent damage or partial loss, a registered letter shall be sent back to the carrier within 7 days for land transport, 14 days for air transport, and 3 days for sea transport.

### 2.3. Delivery Times

The delivery time is only indicative. Delays which may occur during manufacture can in no case justify the cancellation of the order, the application of penalties, or the payment of compensation.

Any modification of an order communicated by the buyer and accepted by PHT entails a suspension of the order. The consecutive additional delivery period cannot be attributed to PHT.

### 2.4. Final receipt of the goods

Without prejudice to the provisions to be taken by the buyer regarding the carrier, the buyer's claims relating to the quantity or nature of the goods must be made by registered letter immediately sent to PHT upon receipt of the goods.

## 3. Payment Terms

PHT's invoice must be paid by bank transfer to the account stated on the invoice and according to the indicated payment terms. No retention of warranty can be made on PHT's invoice. The net payment is due by the indicated deadline. If no deadline is indicated, it is due within 30 days from the date of the invoice.

PHT reserves the possibility to invoice at the time of each delivery, even partially, and according to the actual value of this delivery.

In default of payment, any arrears become automatically due with an interest rate of 8%, and PHT reserves the right to suspend orders in progress and claim damages. In the case of payment in installments, default in payment of a single installment on the due date shall automatically and without notice require immediate payment of any and all sums due.

If the buyer has payment arrears or if PHT has reason to fear that the buyer will not complete their payments in full or on time, PHT is authorized to make the delivery of goods subject to an advance payment or a guarantee of supply.

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**4. Warranty**

**4.1. Duration**

The AQUA4D® system is warranted for a 24-month period beginning from the date of installation of the system at the user customer and at the latest 6 months after the date of EXW PHT's factory shipment.

**4.2. Terms**

The warranty covers defects in materials or workmanship. It is limited to the replacement of the defective part after it has been checked by PHT's after-sales service and shall not result in any claims for damages. The cost of transporting the goods to PHT's premises is the buyer's responsibility.

The warranty does not apply:

- if, prior to installation, the equipment was not stored with the necessary precautions to protect it;
- if PHT's installation and commissioning instructions were not followed (confers to articles 1.3 Installation and 1.4 Commissioning);
- if the installation is non-compliant (incomplete or defective, incorrect mounting of the circuits);
- if the voltage of the supply and the device are incompatible;
- if the equipment is not used for the normal use specified in PHT's technical documents (for example: excessive temperatures, water loaded with foreign matter, mechanical stresses of the pipes on the tube, etc.);
- if the equipment has suffered a deterioration or an accident resulting from negligence, or lack of supervision and maintenance;
- if the equipment has undergone modification or intervention by anyone not authorized by PHT;
- if the incident results from external atmospheric or electrical causes such as lightning, over or under voltage, ground faults, etc..

**4.3. Return of defective goods**

Defective merchandise can only be returned to PHT, at the buyer's expense, upon prior written notice from the buyer. Any return of goods shall be subject to qualitative and quantitative verification. After making their observations, PHT shall decide on the grievances of the buyer.

**5. Limitation of Liability**

Any liability other than the applicable warranty conditions mentioned in Article 4 is excluded. In particular, PHT shall not be held liable for direct, indirect, immediate, or consequential damages resulting from delayed delivery, use of equipment supplied by PHT, or any actions or omissions of PHT or auxiliary of PHT, whether under a contract or outside of any contract.

If the buyer is late in removing the goods, PHT can apply a surcharge for additional expenses (storage costs, handling charges, etc.). Goods are left at PHT's location at the buyer's own risk.

**6. Retention of Property Clause**

The material remains PHT's property until full payment of the invoice.

**7. Safeguards Clause**

If one or more provisions of these Sales Terms and Conditions are void in whole or in part, the validity of the remaining provisions remains unchanged.

**8. Applicable law**

Swiss law is applicable to these Sales Terms and Conditions as well as to the services and goods supplied by PHT.

The courts of the City of Sierre in Switzerland are designated to settle any dispute or litigation, but PHT reserves the right to take legal action against the buyer before the competent court where the buyer's registered office is located.

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