

TERMS OF SALE

1. ABOUT THESE TERMS OF SALE

- 1.1. These Terms of Sale (“Terms”), set out the terms and conditions that will apply when you (the “Customer”, “you”) place an order through ACQUAPHI.COM operated web shops. Please note that these Terms are subject to change so review and save or print a copy of the current terms and conditions prior to each order that you submit.
- 1.2. Company information
AcquaPhi AG, Chaltenbodenstrasse 16, 8834 Schindellegi, Switzerland. (“ACQUAPHI.COM”, the “Company”, “we” or “us”)
ACQUAPHI@ACQUAPHI.COM
- 1.3. These Terms do not affect your mandatory rights under the applicable laws relating to the sale of Consumer Products.
- 1.4. The sales contract may be concluded in English language.
- 1.5. The conclusion of the contract comes into being through the acceptance of the offer of the Company regarding the purchase of services and products. Furthermore, the contract is concluded when the Customer purchases the products offered by the Company. All offers, price lists, product descriptions, brochures, plans and the like are non-binding and may be changed or revoked at any time, unless otherwise explicitly stated in the document concerned.
- 1.6. We distinguish between a **pre-order product**, which is manufactured individually according to your order (the “Pre-Order Product”) and a **product** which is mass-produced and available on stock (the “Consumer Product”). This distinction has implications for specific areas, as stated below. Where no distinction is necessary, we generally speak of the product.

2. GENERAL OBLIGATIONS OF THE COMPANY

- 2.1. Unless otherwise agreed, the Company shall fulfil its obligations by delivering the agreed product. The Company delivers the product to the place agreed with the Customer. Benefit and risk shall pass to the Customer upon dispatch of the product from the Company. The Customer shall assert any claim for damage in transport exclusively with the respective carrier.
- 2.2. The Company has the express right to call in auxiliary persons to perform its contractual obligations.

- 2.3. All information contained in product descriptions, brochures, plans and the like are subject to technical changes and improvements. In principle, the data only reflects the contractual characteristics of the product if this is expressly guaranteed by the Company.

3. GENERAL DUTIES OF THE CUSTOMER

- 3.1. The Customer is solely responsible for the safekeeping of its access data and passwords for the online platform, as well as for the content of the data and information collected. The Customer is obliged to take all the necessary measures to ensure that the Company can provide the service without delay. By accepting these Terms, the Customer also confirms that he/she has unlimited capacity to act and is of legal age. By registering, the Customer expressly declares that all the information provided is true, up to date and in accordance with the rights of third parties, common decency and the law.

4. ORDER AND ACCEPTANCE

- 4.1. Each order submitted constitutes an offer to purchase one or multiple products. Orders are subject to ACQUAPHI.COM acceptance and may be refused at ACQUAPHI.COM discretion, for example in cases where:
 - 4.1.1. orders cannot be processed due to an error of information you have provided.
 - 4.1.2. there is an error on the web shop relating to the products that you have ordered, for example an error relating to the price or description of the product as displayed on the web shop; or
 - 4.1.3. the products that you have ordered are no longer available through the web shop.
- 4.2. After ACQUAPHI.COM receives your order, you will receive an email confirming receipt of your order. If you do not receive an email, contact us before you try to place another order for the same product.
- 4.3. You will receive an email when your order is being dispatched confirming that your order has been accepted.
- 4.4. If you have any questions, comments or concerns regarding this section, or if you consider that your order was rejected by mistake, please contact ACQUAPHI@ACQUAPHI.COM

5. PRODUCT AVAILABILITY

The Company has the right, at any time, to make changes of the information about products displayed on the web shops, for example information about prices, description or the availability of products and the Company will not, however, make any changes to the price, availability or description of any product after an order has been accepted.

6. ORDER, ORDER CANCELLATIONS, CHANGES

You can make changes to or cancel your order at any time before your order has been processed. To make changes to your processed order, please contact us immediately. You may not make changes or cancel your order after your order has been processed. An order has been processed once a Pre-Order Product has been given into production or a Consumer Product has been handed over to the carrier for shipping.

7. ORDER TRACKING

For other than Pre-Order Products, you can track the progress of your order by logging into your ACQUAPHI.COM account. For Pre-Order Products, the order tracking may be available as separately informed by us.

8. DELIVERY

- 8.1. In some cases, some products might not be available for all countries. You will be informed of any such territorial restrictions before you can purchase the product.
- 8.2. Shipping and handling charges will depend on the value of your order and the country to which the product is being shipped. Any customs duties or tariffs that may be imposed on the deliveries will be paid by you.
- 8.3. Any delivery dates provided to you in connection with your order are estimates. Although the aim is to provide you with as accurate estimates as possible, We cannot promise that they are accurate.
- 8.4. We reserve the right to deliver the ordered product in separate shipments.
- 8.5. A product becomes your property at the time that the Company has received full payment for the product and handed it over to the carrier for shipping. The risk of price, loss and deterioration is passed to Customer when handed over for shipping; Customer will bear the risk of transportation.

9. PRICES AND PAYMENT

- 9.1. The product price is always the price indicated in the web shop when you place your order. The

price does not include VAT, except for orders from Switzerland. The prices are exclusive of any other applicable taxes, except for orders from Switzerland. The Company reserves the right to change the prices at any time. The prices on the website www.acquaphi.com valid at the time of the conclusion of the contract shall apply or according to the separate price list of the Company.

- 9.2. Products and their postage are paid in conjunction with the order. The available payment methods are displayed in connection with the product order form in the web shop. Online payment methods are provided by BANK WIRE TRANSFER TO
ACCOUNT OWNER: Acquaphi AG, SCHWEIZ
ACCOUNT NR.: 2678988-42
BANK: CREDIT SUISSE (Schweiz) AG
CHF IBAN: CH24 0483 5267 8988 4200 0
BIC / SWIFT: CRESCHZZ80A
CLARINGNUMBER: 4835
CURRENCY: EUR
ACCOUNT TYPE: CURRENT ACCOUNT

Make all payments payable to Beneficiary:
AcquaPhi AG, Chaltenbodenstrasse 16, 8834 Schindellegi, Switzerland

- 9.3. Payments by credit and debit cards: If you would like to pay by credit or debit card, ACQUAPHI.COM will act solely as the marketer of the respective payment method and will provide the product to the Customer. All complaints and claims for compensation will be handled by the payment method provider. With regard to payments made by credit or debit card, the payment method provider acts as the merchant of the product and the trade transaction takes place between the Customer and the payment method provider. The payment method provider is also the recipient of the payment.
- 9.4. The amount due is to be paid during the ordering process, i.e. when using credit card, PayPal or other payment methods. If, in an exceptional case, payment is made upon invoicing, the Customer must settle the invoice amount within 30 days of the invoice date. If the invoice is not paid within the aforementioned payment period, the Customer will be sent a reminder. If the Customer does not pay the invoice within the set reminder period, they are automatically in default. From the time of default, the Customer shall owe default interest in the amount of 5%. The Company reserves the right to demand advance payment at any time without giving reasons. The invoiced amount may not be offset against any claims the

Customer may have against the Company. The Company has the right to refuse to provide services or to deliver the product in the case of late payment.

- 9.5. Online banks: In some countries purchases will also be possible via online payment systems. These services will be offered via our payment partners in accordance with their terms.

10. RETURN / REFUNDS

- 10.1. Process in case of a faulty Pre-Order Product. If you wish to return a Pre-Order Product which is faulty when you receive it or which develops a fault after you receive it, you can do so in accordance with and pursuant to our warranty policy in accordance with section 13 below regarding “Pre-Order Products”.
- 10.2. Process in case of a faulty Consumer Product. If you wish to return a Consumer Product which is faulty when you receive it or which develops a fault after you receive it, you can do so in accordance with and pursuant to our warranty policy in accordance with section 13 below regarding “Consumer Products”.
- 10.3. Process in case of a non-faulty Pre-Order Product. You do not have the right to cancel an order for a Pre-Order Product. All Pre-Order Product sales are final. We do not accept the return of a Pre-Order Product and do not offer refunds for a Pre-Order Product.
- 10.4. Process in case of a non-faulty Consumer Product. You can exercise the right to cancel an order for a Consumer Product sold and delivered to you by us within fourteen (14) days from the date that the Consumer Product is received in accordance and pursuant to the terms of the return policy as stated in section 12.5 below.

11. LIABILITY TO YOU

- 11.1. Nothing in these Terms will exclude or limit our liability to you for willful intent, gross negligence, death or personal injury or any other liability which the applicable law states may not be excluded or limited.
- 11.2. Liability in the excess of section 11.1 above, including the liability for auxiliary personnel, shall be excluded to the extent permitted by law.

12. ORDERS AND DELIVERY

- 12.1. Order processing time: It can take up to 30 business days to process your order after you place it; however it normally takes up to 10 business days for your order to dispatch. Once you place your order at the ACQUAPHI.COM web shop,

we will send you an email confirmation containing the details of your order. You can track your order status under your ACQUAPHI.COM Web shop account.

Additionally, we inform you by email once the order is dispatched. The shipping confirmation email contains shipping details along with the parcel tracking information, if available.

- 12.2. Delivery time: The delivery time varies depending on the shipping method in use and the delivery address. The shipping method along with the tracking code, if applicable, are visible in the shipping confirmation email that you receive once the order is dispatched.
- 12.3. Shipping destinations: Our web shop delivers orders with some restrictions. We cannot ship orders to PO boxes, hotels or hostels, penitentiaries and military bases. The shipping address you indicate for you order must be a real address where you will be present to sign for the delivery.
- 12.4. Changing shipping address: If you notice that there is a mistake in your shipping address, please let us know as soon as possible by e-mail to ACQUAPHI@ACQUAPHI.COM and we will make the correction to the extent that it is still possible. If you need to change the shipping address after the order is already shipped, we advise you to contact the courier directly and notify them about the mistake in your shipping address. You can find out which courier is making the delivery from the shipping confirmation email that we send you when the order is dispatched.
- 12.5. Return policy: For your convenience and satisfaction, you may return a Consumer Product you purchase on ACQUAPHI.COM within 14 days of receiving your order. To request a return please contact ACQUAPHI@ACQUAPHI.COM.

Please indicate clearly in the subject and body of the message “RETURN”, providing any relevant information including order number, purchase date and payment method utilized.

Keep in mind that we accept returns only from the ship-to countries supported by the ACQUAPHI.COM web shop. Once we receive your request, we will then provide you with further instructions on how to proceed. Return shipping costs for the ACQUAPHI.COM Consumer Product orders will be covered by the Customer.

NOTE: Should your Consumer Product experience an alleged defect please process in accordance with our warranty policy as stated in section 13 below. Please note that our 14-day return policy

does not affect your mandatory rights as a consumer.

Return conditions: The Consumer Product must be returned in new condition (unused, untested, and resalable) with the original manufacturer packaging, all accessories, kit components, promotional items, literature, and instruction manuals included. These “extras” must be included with your return to qualify for a full refund. If any item that was originally issued is missing, its value will be added to the original price you paid for the order, thus reducing the amount of the refund, if such is issued.

When shipping your returned Consumer Product, insure it for its full value and safely wrap it to prevent any damage. Consumer Products that have been used or damaged by use cannot be returned. We do not accept returns on Pre-Order Products, any other customized orders or used products.

13. WARRANTY POLICY

13.1. Limitation of ACQUAPHI.COM liability: This limited warranty is the sole and exclusive remedy against the Company. And it is our sole and exclusive liability in respect to defects in the product. However, this limited warranty shall neither exclude nor limit any mandatory rights under the applicable law. This limited warranty replaces all other ACQUAPHI.COM warranties and liabilities, whether oral, written, (non-mandatory) statutory, contractual, in tort or otherwise, including, without limitation, and were permitted by applicable law, any implied conditions, warranties or other terms as to satisfactory quality or fitness for purpose. To the extent permitted by applicable law(s) ACQUAPHI.COM is not liable for any indirect, special or consequential damages, and expressly disclaims all liability for:

13.2. Any loss of profit, loss of income, loss of business, loss of revenue or loss of goodwill; or

13.3. Any loss or damage which was not a reasonably foreseeable result of either our breach of a contract or our breach of our legal duty of care. Loss or damage is “reasonably foreseeable” if, at the time that we and you entered into a contract, such loss was either contemplated by us and you or you notified us that the loss may occur if we breached the contract or our legal duty of care. To the extent permitted by applicable law, ACQUAPHI.COM’s liability shall be limited to the purchase value of the product. The above limitations shall not apply to death or personal injury resulting from our proven intent or gross negligence.

13.4. Warranty claims may only be asserted by the current owner of the product. If you decide to sell your product

within the warranty period, you are permitted to transfer the remaining warranty period to the new buyer. The warranty period commences as of the date of shipping by the Company, proof of which must accompany the warranty certificate. The warranty is valid for two years from the date of shipment.

13.5. In the event of a product fault that meets warranty conditions, the Company should be contacted at www.acquaphi.com using the online form. The warranty claim should be asserted as soon as possible after the occurrence/detection of the product defect. A defective unit may only be returned following authorization by the Company. If our review confirms that the product you returned is defective, then we have the discretionary choice to repair the product, to replace the product, or to offer you a partial or full refund, as the case may be.

13.6. Guarantee - The Company guarantees to the Customer that the product delivered will be free from substantial defects in workmanship or material at the time of shipment. Any further guarantee of quality is expressly excluded.

13.7. Liability - The Company is only liable for direct damage caused intentionally and by gross negligence. Any further liability is excluded. In particular, the Company shall in no event be liable for indirect damage, incidental damage, consequential damage, additional expenses, third-party claims, loss of profit or unrealised savings, damage resulting from late delivery, or for any acts or omissions of the Company's auxiliary personnel, whether contractual or non-contractual.

13.8. The Company is also not liable for damage caused by force majeure, in particular natural events, ice, snow, fire, strikes, war, terrorist attacks and official orders. Furthermore, the Company shall not be liable for any damage resulting from faulty transport, incorrect assembly or modifications by the Customer.

14. INTELLECTUAL PROPERTY RIGHT

14.1. All rights to the products, services and any trademarks are the property of the Company, or the Company is entitled to use them by permission of the owner. Neither these Terms nor any individual agreements relating to them contain the transfer of intellectual property rights, unless this is explicitly mentioned. In addition, any further utilization, publication or sharing of information, images, text or other data that the Customer receives in connection with these provisions is forbidden, unless it has been expressly authorized by the Company.

14.2. If, in connection with the Company, the Customer uses contents, texts or pictorial material in which third parties have a property right, the Customer must ensure that no property rights of the third parties are infringed.

15. DATA PROTECTION

15.1. The Company collects and processes your personal data to provide you with information about our products and to fulfil the obligations arising from the contract. The Company shall put in place the measures that are required for data protection pursuant to the legal

requirements. The Customer agrees in full to the storage and contractual use of their personal data by the Company and is aware that the Company is obliged and entitled to disclose the information provided by the Customer to third parties and the courts or the authorities when ordered to do so by the courts or the authorities. The Company may use the personal data to inform the Customer about new offers or products. The personal data necessary for the performance of services may also be transferred to commissioned service partners.

15.2. For further information about data protection and your rights, we refer you to our [Privacy Notice](#).

16. CHANGES

These Terms can be changed by the Company at any time. The new version comes into force upon publication on the Company's website. The version of the Terms which is in force at the time of the conclusion of the contract shall apply in principle to the customers, unless a customer has agreed to a newer version of the Terms.

17. PRIORITY

These Terms take precedence over all older provisions and contracts. Only provisions from individual contracts which specify the provisions of these Terms shall take precedence over these Terms.

18. SEVERABILITY CLAUSE

Should a provision of these Terms or an appendix to these Terms be or become invalid, the validity of these Terms as a whole shall not be affected. The contracting parties shall replace the invalid provision with a valid provision which comes as close as possible to the intended economic purpose of the invalid provision. The same applies to any contractual loopholes.

19. APPLICABLE LAW AND PLACE OF JURISDICTION

These Terms are subject to material Swiss Law without regards to its conflict of law rules. Unless compelling legal regulations take precedence, the court at the registered office of the Company has exclusive jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods (SR 0.221.221.1) is explicitly excluded.

ACQUAPHI.COM