

## **GENERAL TERMS AND CONDITIONS FOR PURCHASE, RENTAL AND SUBSCRIPTION**

### **1. SCOPE**

1.1 These General Terms and Conditions (**GTC**) govern the contractual relationship between EFFETTO VENTURI SA (**EV**) and its client (the **Client**) regarding EV's autonomous buoys (the **Equipment**). The Client's contractual terms are only valid if EV explicitly accepts them in writing.

### **2. CONTRACT CONCLUSION**

2.1 A contract is established upon acceptance of the Client's order by EV (**Order Confirmation**).

2.2 Pursuant to an Order Confirmation, EV may provide the Client with the following:

- a. **Purchase:** Full ownership transfer of Equipment.
- b. **Long-Term Rental:** One to three years' rental of Equipment.
- c. **Event Rental:** Rental of Equipment for a particular water sport event.
- d. **Operational Support:** On-line or on-site professional services for the training of operators of Equipment or the supply of an operator for Event Rental, and other technical support.
- e. **RaceDesigner Web App:** Software subscription, data and updates.

### **3. PRICING AND PAYMENT**

3.1 Prices are quoted in Swiss francs (**CHF**), on FOB basis for the Equipment, and exclusive of VAT, customs fees and other charges.

3.2 Payment Terms:

- Purchase: 50% on order and 50% on delivery.
- Rental: as per contract
- Operational Support: as per contract
- RaceDesigner Web App: by January 31st or on the date of invoice
- Any other item: as per invoice.

3.3 The Client may withhold or offset payments to EV only if EV has explicitly agreed to such actions in writing.

3.4 After a ten days' grace period, any late payment will be subject to interest at the rate of 15% per annum from the due date until full payment.

3.5 Reminders incur a processing fee of CHF 50.00 and the Client will bear all collection costs, including any collection agency fees.

3.5 Security deposits made for rentals will be refunded to the Client when the returned Equipment has been inspected for damage and all outstanding expenses are paid in full.

## **4. SHIPPING AND RETURNS**

4.1 Shipping terms: FOB origin, the Client assumes liability upon carrier pickup.

4.2 Returns must be done by the date on the date defined on the contract/signed offer. An additional rental fee of 150 CHF will be charged pro-rata for each excess day, per buoy.

4.3 EV will notify the Client of any damage beyond fair wear and tear within 5 business days after receipt of the returned Equipment.

4.4 Any extra rental fee or damage fee will be assessed from the security deposit or will be billed separately if exceeding the deposit amount.

## **5. EQUIPMENT WARRANTY**

5.1 For Purchase, unless a longer warranty period from a third-party supplier applies, EV provides a warranty of 24 months after delivery of the Equipment (the **Warranty Period**). Rented Equipment is guaranteed for the duration of the contract. For all types of contracts electric thrusters and inflatables parts come with a 30 days warranty. Those parts require special attention (See user manual) and do not show problems if instructions are well followed.

5.2 The Client must inspect the Equipment immediately upon receipt and report defects in writing to EV (with supporting pictures) within 5 business days. Hidden defects must be reported within 5 business days of their discovery. Failure to report defects on time implies acceptance of the Equipment or work, and warranty claims are forfeited.

5.3 EV may at its discretion replace the defective Equipment under warranty or perform repair work professionally. A new Warranty Period applies to replaced Equipment. Repaired Equipment is guaranteed within the Warranty Period. If neither repair nor replacement is possible, the Client will receive a refund of the net purchase price upon return of the defective item.

5.4 Any warranty lapses if the Client does not comply with the contract and the GTC, uses the equipment improperly, fails to take immediate measures to minimize the damage, modifies the Equipment or attempts to proceed to any rectification work without EV's written authorization.

## **6. RESPONSIBILITY AND PROPER USE**

- 6.1 To prevent injury or damage due to improper handling, the Equipment may be operated only by personnel trained by EV or a trainer authorized by EV. For Event Rental, EV may provide Operational Support of a trained operator upon request. Warranty claims are void if damages occur through untrained personnel.
- 6.2 Safety Requirement:
- Buoys must be stored protected from UV, at a temperature between 5°C and 30°C.
  - Batteries must be stored separately in a cool and dry place.
  - Always operate the buoys when in sight.
  - Never leave batteries on charge unsupervised.
  - Rinse and dry buoys before storage and rinse thrusters by running them in fresh water for at least 15 seconds after each use.
- 6.3 The Client must promptly notify EV of any incident relating to the Equipment such as public safety and environment incidents, fire, explosion or destruction of assets, injury or death, product failure and/or quality problem/nonconformity of a product. EV has sole authority to determine the appropriate response to any critical issue, including but not limited to implementing a withdrawal or recall of the affected Equipment.
- 6.4 Except for the indemnity provided in Clause 6.5, EV is liable only in case of intentional misconduct or gross negligence. Liability for slight negligence is therefore excluded to the full extent permitted by law. In particular, EV will not be liable for any indirect, incidental, special, consequential or exemplary damages , including but not limited to loss of profits, revenue, goodwill, data, or anticipated savings, arising out of or in connection with the use or inability to use the Equipment or the Operational Services, or any delay or failure in the performance of EV's obligations due to events beyond its reasonable control.
- 6.5 If a third party asserts a claim against the Client that the Equipment infringes a patent or copyright, EV will defend the Client against that claim and pay amounts finally awarded by a court against the Client or included in a settlement approved by EV, provided that the Client promptly (i) notifies EV in writing of the claim; (ii) supplies information requested by EV; and (iii) allows EV to control, and reasonably cooperates in, the defense and settlement, including mitigation efforts.
- 6.6 Save in cases where EV's liability is established pursuant to the above, the Client will defend and indemnify EV (including reasonable attorney's fees) against any third party claim arising in connection with the use of the Equipment and the Operational Services.
- 6.7 The Client must subscribe to insurance covering risks associated with the Equipment, including damages, theft, and civil liability.

## **7. DATA PROTECTION**

- 7.1 The Client agrees that their personal data may be used by EV for the purposes of contract execution, customer support, customer information, and customer surveys, as well as for

marketing purposes, including postal and electronic advertising. The Client also agrees that their data may be shared by EV with authorized partners/service providers to the extent necessary to perform services to the Client.

7.2 Personal data is retained for as long as the Client is registered on the application, plus the statutory limitation period related to the sale or rental of Equipment and accounting obligations.

7.3 The data will be used exclusively in accordance with the Swiss Federal Act on Data Protection (**FADP**) and the European Union's General Data Protection Regulation (**GDPR**). In particular, no data will be passed on to unauthorized third parties.

7.4 The Client has the right to request information on the processing of their personal data, the purpose of processing, and the entities involved, and to access, delete, rectify, or object to the processing of their personal data in the cases defined by the FADP and GDPR, subject to EV's legal obligations. The Client may exercise these rights at any time by sending an email to: [info@effetoventuri.eu](mailto:info@effetoventuri.eu).

## 8. MISCELLANEOUS

8.1 **Notice.** Any notice or other communication required to be given under the Order Confirmation must be in writing and must be delivered by a means evidencing proof of receipt, to the address mentioned in the Order Confirmation or as otherwise specified in writing. Where the Order Confirmation or any notice thereunder are made via electronic means (either a scan of a printed and hand-signed document or an electronic file signed by electronic signature such as DocuSign® or Sign.Plus®), the foregoing will be treated in all respects as having the same effect as an original signature.

8.2 **Assignment.** The Client may not assign, transfer, or sub-license any of their rights or obligations under the Order Confirmation to any third party (including affiliated parties) without the prior written consent of EV.

8.3 **Severability.** If any provision of these GTC is found to be wholly or partially invalid, the remaining provisions remain unaffected. The parties will replace the invalid provision with one that comes as close as possible to the economic and legal intent.

8.4 **Amendment.** These GTC apply at the time of the Order Confirmation. EV reserves the right to amend the GTC at any time by notice to the Client.

## 9. GOVERNING LAW AND ARBITRATION

9.1 In case of conflict, Swiss law applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction for any dispute is exclusively Geneva, Switzerland.