Terms and Conditions For Purchase of 9T LABS Products

Effective: February 2022, version 1.2

These terms and conditions of purchase (hereinafter referred to as "**Purchase Terms**") apply to all Customers as well as all their worldwide affiliates who buy products ("**Product(s)**") offered online on the Website or in an individual purchase offering by 9T LABS.

Unless stated otherwise hereunder, any capitalized terms shall have the same meaning as in the GTC.

9T LABS and Customer hereinafter also referred to as "**Party**" or together as "**Parties**"

1 Subject

1.1 These Purchase Terms are applicable to Products only. They do not govern Services or Additional Services sold by 9T LABS. Services and Additional Services are exclusively governed by the GTC.

1.2 By ordering Products, Customer consents to these Purchase Terms. The Customer is solely responsible for ensuring that all information provided during the purchase process is correct and complete.

1.3 9T Labs reserves the right to change these Purchase Terms unilaterally at any time. Customer will be notified of any changes before or during the next purchase of Products.

2 Conclusion of Contract

2.1 The purchase contract between Customer and 9T LABS is concluded by Customer's order and 9T LABS' acceptance of the order. By placing an order, Customer expressly submits a binding request to conclude a purchase contract.

2.2 When the Customer places an order via our Website, Customer receives an automatically generated information of receipt of the order by email. This confirmation does not constitute acceptance of the offer by 9T LABS. 9T LABS reserves the right to reject the application without giving reasons. Once the order has been received, Customer will receive a confirmation email within 10 days. The legally binding purchase agreement is only concluded when 9T LABS ships the goods.

3 Prices and Payment Conditions

3.1 All prices and charges must be paid by Customer in advance. Unless specified otherwise, all prices are in Swiss Francs (CHF) and are exclusive of any taxes and VAT. Any additional costs, if applicable (e.g. shipping costs, advance recycling fee etc.) will be charged separately during the online purchase checkout process.

3.2 9T LABS will charge the valid prices displayed on the Website at the time of the order or in an individual purchase offering; obvious errors, misprints and suchlike are expressly reserved and are not binding.

3.3 9T LABS reserve the right to change the prices on the Website at any time without giving prior notice. Such Changes do not affect orders, which were already placed. Notwithstanding the foregoing, in cases of changes of the applicable VAT rate or any other statutory charges we reserve the right to adjust the rate of VAT and/or the charge unless Customer has already paid for his order in full before such a change.

3.4 Products are not dispatched until payment has been received in full by 9T LABS.

4 Products

4.1 By ordering Products Customer acknowledges and accepts that the Products may require certain additional equipment and/or software in order to operate. Any of these additional requirements are not part of, and will not automatically be delivered together with, the Products.

4.2 The images of the Products on the Website are for information and illustrative purposes only. Although we have made every effort to provide correct and complete information, including accurate colors or dimensions of the Products, we cannot guarantee that a delivered Product accurately reflects the information and/or color displayed on the Website. Delivered Products may vary slightly from those specifications and images.

5 Availability, Place and Time of Delivery

5.1 Products are available for as long as it is displayed on our Website and/or while stock lasts.

5.2 Unless agreed otherwise, delivery will be made to the address specified by Customer during the ordering process. Delivery will be made within 10 business days after cleared payment has been received by 9T LABS.

5.3 We are committed to providing up-to-date and precise information on availability and delivery dates on the Website. However, production and delivery shortages in particular may cause delivery delays for 9T LABS. All information on availability and delivery dates are estimates only.

They are non-binding and may be subject to change.

5.4 If the delivery of the Products within a specific period is prevented due to unforeseen circumstances or any reasons outside of the control of 9T LABS, 9T LABS is entitled to withdraw from the purchase contract. 9T LABS will inform Customer of such circumstances. Any damages and claims arising out of such circumstances are explicitly excluded.

6 Customer's Obligation to Inspect

6.1 Customer is obliged to inspect the delivered Products for their correctness and completeness, for potential transport damage and for defects immediately after receipt of the delivery. If the delivery is carried out by a service partner, Customer must state the defect on the delivery note.

6.2 Customer shall inform 9T LABS of any defects, or false or incomplete deliveries, immediately within 5 business days after receipt of the delivery at the latest, otherwise the delivery is considered approved and accepted.

6.3 In cases of non-acceptance of the Products, Customer must retain the Products in the condition they were delivered to it and is not permitted to use them. Customer must follow the instructions for the returns process as described on our Website or as otherwise provided by 9T Labs from time to time.

7 Right of return and refund

7.1 Customers have the right to cancel their contract within 7 days after receipt of the Products. In order to exercise that right, Customer shall notify 9T LABS within that cancellation period by sending an email to info@9tlabs.com. If Customer remains fully responsible for returning the Products to 9T LABS to the address stated on the delivery note. The Products must be in their original condition and packaging and the return note must be attached to the Products.

7.2 9T LABS will refund the price paid within 14 days of receipt of the cancelled Products excluding any charges paid for delivery of the Products. 9T LABS reserves the right to reduce the refund to reflect any reduction in the value of the Products, if this has been caused by Customer's handling which was not permitted or in cases of abuse or misuse of the Products.

8 Representations and Warranties

8.1 All Products must be used in accordance with the Documentation. Damages resulting from use other than in accordance with the Documentation damages do not constitute defects according to the warranty obligations herein and 9T LABS excludes any and all liability or warranty for such damages.

8.2 Unless stated otherwise hereunder, 9T LABS warrants, during a period of three (3) months (24 month for consumers according to clause 7) from the delivery date that the ordered Products are, at the time of delivery, free from defects in material and workmanship and functional in all material respects in accordance with the Documentation. For the avoidance of doubt, in cases where 9T LABS has to provide the warranty according to clause 8.3, the original warranty period, starting from the date of the delivery of the Products, shall apply to the repaired or replaced Products.

8.3 9T Labs shall provide the warranty at its sole option and discretion by either (a) repairing the Products free of charge; (b) replacing the Products; or (c) giving a partial or full refund.

8.4 This warranty shall not apply in cases where a Product (a) was changed or repaired by Customer not in accordance with the Documentation; (b) was damaged due to improper operation or storage by Customer; or (c) was damaged outside of 9T LABS control.

8.5 THIS IS THE SOLE WARRANTY FOR PRODUCTS GIVEN TO CUSTOMER BY 9T LABS. EXCEPT TO THE EXTENT EXPRESSLY STATED HEREUNDER, PROHIBITED BY THE APPLICABLE LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, 9T LABS AND ITS AFFILIATES (I) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE PRODUCTS; AND (II) EXCLUDE ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

9 Liability

9T LABS'S AND ITS AFFILIATES' TOTAL AGGREGATE LIABILITY FOR DIRECT DAMAGES UNDER THESE PURCHASE TERMS SHALL BE LIMITED, TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAWS, TO THE FEES ACTUALLY PAID

FOR THE PRODUCT(S) THROUGH WHICH THE CAUSE OF LIABILITY AROSE. 9T LABS SHALL NOT BE HELD LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFIT, REVENUE, BUSINESS, VALUE, CUSTOMERS, OPPORTUNITIES, ANTICIPATED SAVINGS, GOODWILL, REPUTATION, USE OR DATA). 9T LABS SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES ARISING IN CONNECTION WITH CUSTOMER'S INABILITY TO USE THE PRODUCTS. 9T LABS' LIABILITY FOR SUBPROCESSORS ACCORDING TO Art. 101 CO (Swiss Code of Obligations) SHALL BE EXCLUDED. THESE LIMITATIONS APPLY COLLECTIVELY TO 9T LABS, ITS AFFILIATES, CONTRACTORS, SUB-PROCESSORS, AND SUPPLIERS. THE LIMITATION OF LIABILITY SHALL NOT APPLY TO CASES OF INTENT OR GROSS NEGLIGENCE, CULPABLE DAMAGES TO LIFE OR DAMAGES CAUSED ACCORDING TO THE SWISS PRODUCT LIABILITY ACT (PrHG).

10 Data Protection

Unless stated otherwise hereunder, all personal data is collected and processed in accordance with our Privacy Policy, to be found here, which constitutes an integral part of these Purchase Terms. By accepting these Purchase Terms, Customer also agrees to the Privacy Policy.

11 Miscellaneous

11.1 Severability. If individual clauses of these Purchase Terms are either fully or partially unlawful, invalid, or for any other reason unenforceable, the validity of the remaining clauses of these Purchase Terms shall not be affected.

11.2 Amendment. 9T LABS reserves the right to amend these Purchase Terms at its own discretion at any time.

12 Applicable Law and Jurisdiction

These Purchase Terms shall in all respects be governed by, and construed and interpreted in accordance with, the laws of Switzerland excluding its conflict of laws rules, to the extent that mandatory laws of the country in which the consumer is resident do not override Swiss law. The provisions of the UN Sales Convention for the International Sale of Goods shall not apply.

The Parties submit to the exclusive jurisdiction of the competent courts in the City of Zurich, Switzerland, for all disputes arising out of, or in connection with, these Purchase Terms. However, nothing in this clause shall limit the Customer's mandatory legal rights as a consumer to bring actions against us or to require proceedings to take place in the country in which he has his residence.