

General Terms and Conditions

Contact Evolution.com

Your purchase contract is concluded with the company Contact Evolution SA,

Les Sorbiers 4, 1530 Payerne

Tel: +41 (0)26 670 12 18

Email: contact.ch@contact-evolution.com

Commercial Register number: CH-550.1.041.778-9

VAT ID number: CHE-112.031.901

1. Scope

1.1 All claims arising from and in connection with a contract concluded between the customer and Contact Evolution for the catalogue and online trade are always subject to these General Terms and Conditions, in their valid version at the time of concluding the contract.

1.2 In the case of conflicting provisions the order of precedence shall be:

1. Special terms of business for the individual services;
2. These General Terms and Conditions;
3. Provisions of the law.

2. Participants

Contact Evolution concludes contracts with customers who

a) have reached the age of 18 and have the capacity to act, and with

b) legal persons who are domiciled in Switzerland or in a member state of the European Union (hereinafter referred to as "Customers"). Should an offer for an

unaccepted customer be mistakenly taken on by Contact Evolution, then Contact Evolution is entitled to declare its withdrawal from the contract with the customer within an appropriate period.

3. Object of the contract

Contact Evolution shall deliver the goods ordered by the customer, or provide the services, within the framework of the acceptance of the offer. If a withdrawal/cancellation takes place, Contact Evolution is obliged to immediately credit to the customer's account any instalments and/or advance payments that may have been paid or, if requested, to repay them by means of a bank transfer.

4. Conclusion of contract

4.1 The contract is concluded after Contact Evolution accepts the customer's order.

Acceptance by Contact Evolution takes place when the customer receives the goods after they have been sent by Contact Evolution, or when the service to the customer is performed by Contact Evolution.

Contact Evolution shall promptly confirm the receipt of the order by electronic means. But the confirmation of the order does not yet constitute an acceptance of the contract.

4.2 The language of the contract is english.

5. Unavailability of ordered goods or service

Should Contact Evolution find after the order has been received that the ordered item or service is no longer available from Contact Evolution, any payments that have already been made shall be immediately reimbursed. Contact Evolution may choose to send, offer or provide to the customer an item or service of the same quality and

price. In such a case, the customer is not obliged to accept. Contact Evolution shall bear the cost if such an item is returned by post.

6. Delivery/shipping costs

6.1 Unless the contractual parties have made other arrangements regarding the delivery time, Contact Evolution shall deliver the goods by transferring physical possession of the goods or control over the goods to you as customer, promptly, and not later than 30 (thirty) days after conclusion of the contract.

6.2 If Contact Evolution fails to comply with its obligation to deliver the goods at the time arranged with you as the customer, or within the set period stated in clause 1, then as the customer you shall then ask Contact Evolution to make the delivery within an extended deadline appropriate to the circumstances. If Contact Evolution does not deliver the goods within this extended deadline, then as the customer you are entitled to withdraw from the contract.

6.3 Contact Evolution shall take care to ensure a quick delivery, subject to its receiving the goods from its supplier. If part of the order cannot be delivered immediately, the remaining items shall be delivered later without recalculating the flat rate for shipping.

6.4 Some products, which are imported from the USA by Contact Evolution and/or are manufactured in the USA, are subject to the export control regulations of the USA. It is the customer's responsibility to ensure that the export control regulations are complied with, and he undertakes to obtain all the required export licences and other necessary documents, at his own expense, before the products and/or technical information that he is to receive from Contact Evolution are exported.

The customer also undertakes to neither directly nor indirectly sell, export, re-export, supply or otherwise pass on any products or technical information that are subject to export control regulations, to persons, companies (enterprises) or countries where this infringes against the US American or other, in particular Swiss, export control laws, directives, restrictions and provisions. The customer undertakes to inform all

the recipients of these products or technical information about the need to comply with these laws and directives.

If an authority refuses to grant an export permit, this does not entitle the customer to withdraw from the contract or to claims for damages. Contact Evolution is not obliged to issue to the customer a supplier's declaration or a long-term supplier's declaration, or to obtain such from its own suppliers.

7. Price, payment terms

7.1 For orders placed via Contact Evolution website pages, instead of the catalogue prices, the prices shown below the button [button ordering procedure] when executing the order apply.

7.2. Contact Evolution reserves the right to exclude certain modes of payment in individual cases in order to protect against credit risk, and to carry out the requested deliveries only on payment in advance, cash on delivery, or immediate payment on delivery.

8. Retention of title

Contact Evolution retains ownership of all goods that it delivers to a customer until the final payment for the supplied goods has been made in full. Insofar as Contact Evolution replaces an item within the framework of the warranty, it is already now agreed that the ownership of the item to be replaced passes by way of reciprocal exchange from the customer to Contact Evolution or vice versa at the moment when Contact Evolution receives the item sent back from the customer, or when the customer receives the replacement item from Contact Evolution.

9. Warranty

9.1 Contact Evolution warrants that the product is free from material defects and defects of title at the time of the passing of risk.

9.2 Should the delivered goods have obvious visible defects in materials or manufacturing, which also includes damage during shipping, you must report such defects to Contact Evolution within 10 (ten) days. Concealed defects are to be reported within the same period measured from when they are discovered. Otherwise the warranty obligation of Contact Evolution does not apply.

9.3 The term of warranty for new items is two years. The warranty period starts from the time the particular item is received by the customer.

9.4 The guarantee is limited to the replacement at our headquarters of the part recognized by us as defective, and cannot give rise to any claim for damages. The transport costs relating to the return of material are always the responsibility of our customers. At the express request of the buyer, the transport of goods can be entrusted to a carrier by the care of Contact Evolution; which cost of transport will be billed directly by Contact Evolution to the buyer. The warranty does not apply to replacement or repairs resulting from normal wear and tear of the device, deterioration and accident resulting from negligence, lack of supervision or maintenance and faulty use of the devices

10. Liability

10.1 Contact Evolution accepts full liability where the cause of the loss or damage is due to an intentional or grossly negligent breach of duty by Contact Evolution or by one of its legal representatives or by an ancillary of Contact Evolution. Otherwise liability is excluded, within the bounds of the law.

10.2 The above restrictions of liability do not apply to injuries to life, body and health, to a defect after assuming a warranty for the properties of a product, and to fraudulently concealed defects.

10.3 In the event of loss of data, Contact Evolution only accepts liability in the case of intentional or grossly negligent breach of duty, and then only if there is evidence that you as customer have regularly backed up the data at least once a day. The liability for loss of data is limited to the cost of restoring it when a back-up copy is available.

11. Applicable law

11.1 The legal relations between Contact Evolution and the customers, and the respective terms of business, are subject to Swiss law. The application of the UN Convention on Contracts for the International Sale of Goods of 11.04.1988 is excluded.

12. Miscellaneous

12.1 The customer does not have any right to a set-off or retention, unless the claim is undisputed or established with legal effect by a court.

12.2 Should individual provisions of this contract be partly or wholly invalid or subsequently lose their legal validity, then this shall not affect the validity of the remaining part of the contract.

12.3 The catalogue / website published by us and its entire content, in particular the texts, photos, or other graphics or illustrations and any software, as well as all trademarks, patents, and utility models, are all protected against unauthorised use by industrial property rights, in particular copyrights, name and image rights, trademarks, patents or utility models that have come into effect. Use beyond searching for and purchasing of an item requires our prior written consent or, if the respective rights are not owned by us, the prior written consent of the legal owner.

12.4 We reserve the right to make changes at any time to our website, regulations, terms, including these terms of sale. Your order is subject to the General Terms and Conditions in effect when you place your order, except where an amendment to these terms is required by law or by government decree (in such case the

amendment also applies to orders that you have made previously). The original French text of these conditions of sale is authoritative in the event that differences should appear between the original French version and versions written in other languages.

12.5 For disputes arising from the contracts between the customer and Contact Evolution and concerning the formation of the contracts, the regular court at the location of the registered office of Contact Evolution, or the Commercial Court of the Canton of Bern, shall have sole jurisdiction.

Status as at: 30.06.2024