

# SPECIFIC CONTRACTUAL PROVISIONS

## HARDWARE PURCHASE AGREEMENT

### 1. Scope of application

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These provisions apply to contractual relationships between the Customer and Monsoon Networks AG (hereinafter "Monsoon") for the purchase of goods/hardware by private customers.

### 2. Hardware purchase warranty

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Monsoon shall ensure that the product remains in good working order for a period of 2 years from the date of delivery.

Monsoon shall fulfil this warranty by:

- replacing it with a new product (new warranty period of 2 years applies from the date of replacement)
- replacing the defective product in part or in full with an equivalent (used or repaired) product (the original warranty period is not extended)
- offering a repair free of charge (the original warranty period is not extended)
- offering a credit note for the current value of the product (capped at the selling price at the time of the order)
- offering a discount

Software and consumables supplied with the product such as power cables, batteries, and adapters are excluded from the warranty. The following disclaimers also apply. If the manufacturer's warranty exceeds Monsoon's warranty, Monsoon will extend this supplementary period to the customer. Monsoon accepts no liability for loss of data. Further warranty provisions are excluded. Damage or loss occurring as a result of improper use of the product are not covered by warranty. The Customer is responsible for the costs of out-of-warranty repairs.

### 3. Duty to verify the product

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The Customer must immediately check the delivered goods for correctness, completeness and integrity. Damage to the delivered goods, and incorrect or incomplete deliveries must be reported to Monsoon within 5 calendar days of the moment of delivery. The Customer must not begin using the damaged product and must preserve its original packaging.

### 4. Acceptance of ordered goods

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The Customer is obliged to take delivery of any product or service that he/she has ordered. In the event that the Customer fails to take delivery of the ordered products on the agreed or indicated delivery date, Monsoon shall be entitled to rescind the contract and charge the customer for any costs incurred in delivery or loss in value.

### 5. Product

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Product images are for illustrative purposes and are non-binding.

### 6. Pricing

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All prices published in Monsoon's general sales materials and online shops shall constitute final sales prices including all taxes (e.g. VAT) and prepaid recycling fees, where applicable. The displayed prices exclude any shipping costs, which shall be indicated separately by Monsoon. Monsoon reserves the right to change the prices of its products and services at any time.

### 7. Availability

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Information on availability and delivery times is purely indicative and subject to change.

### 8. Delivery

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Deliveries are only made to addresses in Switzerland and Liechtenstein. Monsoon may refuse delivery to non-residing addresses such as hotel rooms and pick-up points without giving reasons.

In the event that Monsoon fails to deliver, the Customer shall be entitled to rescind the contract from the 30<sup>th</sup> calendar day after the date of delivery that was originally announced, except in the case of special deliveries. Monsoon will refund the customer any amounts already paid in advance accordingly. This shall exclude any further claim.

### 9. Retention of ownership

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Ownership of purchased items shall not pass to the customer until the purchase price has been paid in full. Monsoon shall be entitled to register its retention of title with the Swiss Registry of Retention of Title.

### 10. Return of goods free of defects

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Monsoon offers the right to return any ordered products within a maximum period of 14 calendar days.