

HARDWARE SALES AGREEMENT

These terms govern the relationship between Evocon OÜ (“**Evocon**”) and anyone who orders hardware offered by Evocon. Please consider the below text carefully for it is only if you fully agree with all terms and conditions contained herein that you may use the applications referred to. If you find anything in this document that you do not understand or agree with, please refrain from ordering Evocon’s hardware. Any order of hardware offered by Evocon shall be deemed to constitute your consent to be bound by these terms.

1 INTERPRETATION

1.1 The following terms, when capitalised, shall have the meanings assigned to them below:

“**Agreement**” – these hardware sales terms (as amended from time to time);

“**Customer**” – any person or entity that has that has submitted an order for the purchase of Hardware;

“**Delivery Point**” – an address given by the Customer on the Purchase Order or as otherwise specifically agreed between the Parties;

“**Evocon**” – Evocon OÜ, a private limited company incorporated under Estonian law, commercial register no. 12977378, having its principal place of business at Vana-Lõuna 39/1, Tallinn, Estonia (this address should also be used for all physical correspondence that Customer wishes to send to Evocon, including all requests, inquiries and complaints in paper form);

“**Hardware**” – any hardware offered for sale by Evocon;

“**Purchase Order**” – a purchase order in the form as provided on the Webpage or as accepted by Evocon;

“**Trial Period**” – a free trial period granted to the Customer by Evocon for the usage of its software under respective software license terms;

“**Warranty Claim**” – any warranty claims regarding the Hardware during the Warranty Period;

“**Warranty Period**” – is twelve months from the date of delivery of the Hardware at the Delivery Point;

“**Website**” – www.evocon.com.

1.2 “Herein”, “hereto”, “hereof”, “hereunder” and similar expressions, wherever used in this Agreement, shall be deemed to refer to the Agreement.

1.3 This Agreement (as amended from time to time) constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes and replaces all prior agreements and understandings between the Parties with respect to that subject matter.

1.4 In case of conflict or ambiguity between any provision contained herein and any statement, representation or other information published on www.evocon.com, the provision in the Agreement shall prevail.

2 SALE OF HARDWARE

2.1 Customer shall issue a Purchase Order for the purchase of Hardware via Webpage or via e-mail. By delivering a Purchase Order, Customer will be making an offer to purchase the Hardware under the terms and conditions of this Agreement and the Purchase Order. Only the terms and conditions of this Agreement shall apply to any such Purchase Order.

2.2 Evocon may, in its sole discretion, accept or reject any Purchase Order. Evocon may accept any Purchase Order by confirming the order (whether by written or e-mail confirmation, invoice or otherwise) or dispatching the Hardware, whichever occurs first. If Evocon does not accept a Purchase Order under the terms of this section 2.2 within 15 days of Evocon’s receipt of the Purchase Order, the Purchase Order will lapse. No Purchase Order is binding on Evocon unless and until accepted by Evocon as provided in this Agreement

3 SHIPPING AND DELIVERY OF HARDWARE

- 3.1** Evocon is responsible for the shipping of the Hardware to the Delivery Point and shall pay for shipping charges and insurance costs. Each delivery at the Delivery Point constitutes a separate sale.
- 3.2** Shipping times of Hardware will vary depending on the Delivery Point and carrier used. Evocon does not provide any quotes and guarantee on delivery times.
- 3.3** Customer is obliged to arrange all import clearances, pay import duties and taxes, if any.
- 3.4** Except as provided in section 6, all sales of Hardware to the Customer under this Agreement are made on a one-way basis and the Customer has no right to return Hardware purchased under this Agreement.
- 3.5** Title to Hardware purchased under this Agreement and any applicable Purchase Order passes to the Customer upon payment for the Hardware.
- 3.6** The risk of loss shifts to the Customer when the Hardware are delivered at the Delivery Point.

4 PAYMENTS

- 4.1** The prices of Hardware and delivery are quoted on the Webpage or separately by Evocon over e-mail before Customer submits Purchase Order.
- 4.2** Subject to section 4.3, the Customer shall pay for the Hardware and delivery before the dispatch of the Hardware by Evocon.
- 4.3** If the Customer has been granted a Trial Period, the Customer shall pay for the Hardware and delivery immediately after the end of the Trial Period unless the Hardware is returned to Evocon under section 6.
- 4.4** All fees and other payments under this Agreement are exclusive of any taxes and shall be paid in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority. If Customer is compelled to make any such deduction, it will pay to Evocon such additional amounts as are necessary to ensure receipt by Evocon of the full fees and other payments under this Agreement, which Evocon would have received but for the deduction. Customer is responsible for all taxes, levies, imports, duties, charges, fees and withholdings and, if relevant, will be added to the fees and other payments under this Agreement and paid in addition to the fees or other payments under this Agreement. Customer shall immediately notify Evocon if any payment of or deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings needs to be made.

5 HARDWARE WARRANTY

- 5.1** The warranty covers any defect in the Hardware discovered or arisen under normal use which is related to a design fault, materials or workmanship, notified during the Warranty Period.
- 5.2** Evocon shall not be liable for any defects resulting from and the warranty does not apply (i) to consumable parts, such as coatings that are designed to diminish over time, unless failure has occurred due to a defect in materials or workmanship; (ii) to parts which are expected to be replaced due to normal wear and tear; (iii) to cosmetic damage, including but not limited to scratches, dents and broken plastic or other similar materials unless failure has occurred due to a defect in materials or workmanship; (iv) to damage caused by use with a third party component or product; (v) to damage caused by accident, abuse, misuse, fire, liquid contact other than due to design flaw, earthquake or other external cause; (vi) to damage caused by using/operating the Hardware outside the user manual, the technical specifications or other published guidelines; (vii) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Evocon; (viii) to the extent the Hardware have been modified to alter functionality or capability without the written permission of Evocon; (ix) to defects caused by normal wear and tear or otherwise due to the normal aging of the Hardware; (x) to extent the Hardware are not maintained or serviced as indicated in the published guidelines.

- 5.3** Customer shall inform Evocon about any defects of Hardware in writing by e-mail. If during the Warranty Period the Customer submits a Warranty Claim, Evocon will replace the Hardware or a respective part of it with the same part or a part that has similar functionality, formed from new parts.

6 HARDWARE RETURNS AFTER END OF TRIAL PERIOD

- 6.1** The Customer is allowed to return the delivered Hardware to the address indicated by Evocon within 14 days from the end of the Trial Period, provided the Hardware is in a resaleable condition.
- 6.2** The Customer is responsible for the shipping of the Hardware to the address indicated by Evocon and shall pay for shipping charges and insurance costs.
- 6.3** In the event the Customer has received the Hardware and have been granted with the Trial Period, but fails to set up the Hardware or otherwise utilise the granted trial (i.e. the Trial Period does not start running) within 30 days from the receipt of the Hardware, the Customer shall pay for the received Hardware or return the delivered Hardware to the address indicated by Evocon within 3 days after the end of the said 30 day deadline, provided the Hardware is in a resaleable condition. The Customer is responsible for the shipping of the Hardware to the address indicated by Evocon and shall pay for shipping charges and insurance costs and also compensate to Evocon the shipping and insurance costs Evocon incurred for delivering the Hardware to the Customer.

7 LIABILITY

- 7.1** Evocon shall not be liable for any loss, damage, expenses or other consequences resulting from (i) anyone's use or inability to use the Hardware, (ii) the properties of the Hardware, (iii) the need to procure or the procurement of substitute goods or services or any other substitute benefit for the Hardware or for any other benefit received, owned, possessed or otherwise enjoyed through the Hardware, (iv) any other matter relating to the Hardware; REGARDLESS of whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort or otherwise; PROVIDED, HOWEVER, that (a) this section shall not prevent claims for the compensation of direct financial (patrimonial) loss suffered by you due to Evocon's intentional or grossly negligent breach of this Agreement or financial (patrimonial) loss resulting from Evocon causing personal injury to, or the death of, you, AND that (b) the total liability of Evocon, whether in contract, tort or otherwise, shall in no circumstances exceed the amount that Customer has paid to Evocon for such Hardware.

8 GOVERNING LAW AND DISPUTE RESOLUTION

- 8.1** This Agreement is governed by the laws of the Republic of Estonia (without precluding the application of any relevant international treaty or convention or enactment of any international organisation that Estonia has acceded or accedes to; for the purposes of this section, the European Union shall be regarded as an international organisation).
- 8.2** Any dispute that may arise in connection with this Agreement, whether with respect to its existence, validity, interpretation, performance, breach, termination or otherwise, and any dispute concerning the Hardware or any part thereof, shall, if not settled by negotiation, be subject to the exclusive jurisdiction of Estonian courts.

9 NOTICES

- 9.1** All notices and other communication, which will all be in the English language, will be deemed to have been duly given or made when delivered to the e-mail address of Evocon or to your e-mail address associated with your Account. Evocon contact details are made available on the Website.

10 MISCELLANEOUS

- 10.1** No delay in performing an obligation or in exercising a right under this Agreement will mean exemption of such obligation or waiver of such right, nor will separate or partial exercise of any

right exclude further exercise of such right or any other right, unless the provisions or the context of this Agreement requires otherwise.

- 10.2** Invalidity or nullity of a single provision of this Agreement will not cause invalidity or nullity of the entire Agreement or of other provisions of this Agreement, unless as a result of the invalidity or nullity of any provision of this Agreement the Parties lose their interest in the Agreement or unless the deletion of such provision would result in such a material change so as to cause the transactions contemplated herein to be manifestly unreasonable. Should the Parties detect an invalid provision, they will make their best efforts to amend such provision in order that it complies with the applicable law to the extent that it remains closest to the original intention of the Parties.
- 10.3** Having sufficiently considered each term of the Agreement both individually and in conjunction with other terms, each Party hereby confirms to the other that it finds the Agreement fair and not oppressive or harmful in any respect.