

EVERSYS S.A. – Terms & Conditions of Trade

Version 2.1 - 2024 April 1st

Preamble

This terms and conditions of trade document of Eversys S.A. outlines the rights, obligations, and limitations of both parties - Buyer and Eversys S.A. ("Eversys") -, ensuring a fair and transparent business relationship. These terms and conditions of trade serve to establish a legally binding agreement between Eversys and the Buyer, providing a framework for the business relationship, including payment terms, delivery schedules, dispute resolution mechanisms, liability limitations, and other important provisions.

These terms and conditions of trade may be subject to change. Any updates and changes in a latest version of this document prevail. The latest version of this document is available under:

<http://www.eversys.com/en/terms-and-conditions-of-trade>

1. Definitions

- 1.1 "Eversys" shall mean Eversys S.A. - with registered office at Ecoparc de Daval A2, 3960 Sierre, Switzerland - and its assignees or any person acting on behalf of/and with the authority of Eversys.
- 1.2 "Buyer" shall mean the purchaser of goods or services engaging in a business transaction with Eversys. Specifically (but not exclusively) this includes any such operator that receives official trade related documents from Eversys such as quotations, order confirmations or invoices related to goods and/or services from Eversys.
- 1.3 "Equipment" shall mean all equipment supplied by Eversys to the Buyer and is as described on any form(s) provided by Eversys to the Buyer (and where the context so permits shall include any supply of Services as hereinafter defined).
- 1.4 "Goods" shall mean any goods supplied by Eversys to the Buyer (and where the context so permits shall include any supply of Services as hereinafter defined) and includes goods described on any quotations, order confirmations or invoices related to goods and/or services from Eversys S.A..
- 1.5 "Coffee Machines" shall mean all finished products supplied by Eversys to the Buyer.
- 1.6 "Services" shall mean all services supplied by Eversys to the Buyer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).
- 1.7 "Price" shall mean the price payable for the Goods as agreed between Eversys and the Buyer in accordance with clause 3 of this document.
- 1.8 "Order" refers to a formal request placed by the Buyer to purchase Goods or Services from Eversys. It represents the Buyer's intention to enter into a transaction and specifies the details of the desired products or services, including quantity, price, delivery terms, and any other relevant specifications.

2. Acceptance of the terms and conditions

- 2.1 By providing information to become a customer of Eversys, hereafter referred to as the "Distributor," you expressly consent to the sharing of your provided information within the corporate structure of Eversys, including its acquirer, De'Longhi.
- 2.2 This information sharing is intended for the purpose of facilitating business operations, customer support, and other legitimate business interests. Rest assured that any shared information will be handled in accordance with applicable data protection laws and our Privacy Policy.
- 2.3 Any instructions or orders received by Eversys from the Buyer for the supply of Goods and/or the Buyer's acceptance of Goods supplied by Eversys shall constitute acceptance of the terms and conditions contained herein.
- 2.4 Buyer's Purchase Orders submitted to Eversys with respect to Goods and/or Services to be purchased are governed by the terms and conditions of this Document - Notwithstanding the content of the Buyer's Purchase Order, these terms and conditions take precedence over such Purchase Orders, and any conflicting, inconsistent, or additional terms of the Buyer's Purchase Order shall be null and void.
- 2.5 Where more than one Buyer has entered into this agreement, the Buyers shall be jointly and severally liable for the timely and complete pickup of the Goods and all payments of the Price.
- 2.6 Upon acceptance of these terms and conditions by the Buyer the terms and conditions are binding and can only be amended with the written consent of Eversys.

- 2.7 The Buyer shall give Eversys not less than thirty (30) days prior written notice of any proposed change of ownership of the Buyer or any change in the Buyer's name and/or any other change in the Buyer's details (including but not limited to, changes in the Buyer's address, e-mail address, telephone number, contact name, or business practice). The Buyer shall be liable for any loss or damages incurred by Eversys as a result of the Buyer's failure to comply with this clause.

3. Price And Payment

3.1 The Price is defined:

- (a) as indicated on invoices provided by Eversys to the Buyer in respect to the Goods supplied; or
- In case of doubt, reference may be made to either:
- (b) **Eversys' Order Confirmation:** upon receipt of a Buyer's Order, Eversys may, at Eversys' discretion, accept or reject the Buyer's Order within three (3) days of Eversys' receipt thereof. To confirm acceptance of the Order, Eversys provides to the Buyer an official "Order Confirmation" via e-mail. This Order Confirmation will be binding for the parties. The indicated pricing of the Order Confirmation generally remains valid until 6 months after the Order placement. For Orders placed long-time in advance of delivery, Eversys reserves the right to apply price adjustments. In any given case, any adjustment of the price of ordered products will be communicated accordingly and an updated Order Confirmation will be sent to the Buyer. In the case of pricing adjustments to an already confirmed Order, the Buyer keeps the right to either accept the new pricing or cancel the order in part or full.
- (c) **Eversys Price List:** the Eversys' current Price List is related to Goods sold on a EXW CHF basis and will be applicable at the date of delivery of the Goods. Eversys may change its Price List at any time, provided that no such price increase shall be effective until thirty (30) days after notice by Eversys of such change. Price decreases may be effective immediately on the date of notification by Eversys.

3.2 The payment is defined:

- (a) as a standard term and in absence of any other agreement, the payment term is payment in advance. The payment shall be made at least twenty (20) days in advance of production of Goods. Time of the payment is of the essence. If the payment is not received on time, Eversys reserves the right to postpone or cancel the Order Confirmation; or where different payment and delivery terms have been mutually agreed in writing, such terms will apply.
- (b) At Eversys' request a deposit may be required.
- (c) If an invoice remains unpaid after expiry of the term specified, the Buyer shall be in default and the payment qualified as overdue seven (7) days following the expiration of such term, without any further notice. Further,
- (i) **Interest on Overdue Amounts:** Eversys reserves the right to charge interest on overdue amounts of LIBOR (London Interbank Offered Rate) at the time plus 5%. This may be applied if goods have or have not already been collected by the Buyer.
- (ii) **Retention of title:** title to the Goods shall remain with Eversys until the price for the Goods has been completely paid in full (in cleared funds) and any related outstanding amounts, including but not limited to delivery charges, is received from the Buyer. Risk of loss or damage to the Goods shall pass to the Buyer upon delivery.

In the event of non-payment by the Buyer, Eversys reserves the right to reclaim the Goods. The Buyer agrees to allow Eversys or its agents to enter their premises during normal business hours to repossess the Goods. Eversys may also exercise the right to terminate the contract, seek legal remedies, or pursue any other recourse available under the applicable laws.

The retention of title rights herein shall be effective against the Buyer and any third parties, including creditors, notwithstanding the delivery of the Goods to the Buyer or the Buyer's use or transformation of the Goods into another product. By accepting delivery of the Goods, the Buyer acknowledges and agrees to the terms of this retention of title clause and undertakes to comply with its provisions.

The Buyer shall bear the responsibility of properly storing and identifying the Goods as the property of Eversys until full payment is made. The Buyer is not authorized to resell, encumber, or transfer ownership of the Goods until full payment is received, without the explicit written consent of Eversys.

- (d) Payment will be made by bank transfer to the specified Eversys Bank account, or by any other method as mutually agreed to in writing between the Buyer and Eversys. Receipt by Eversys of any form of payment other than bank transfer to the dedicated Eversys bank account, shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised by Eversys.
- (e) VAT and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

4. Pick-up & Delivery Of Goods

- 4.1 As anticipated above, in the absence of any different agreement between the parties, the standard Incoterm 2020 of Eversys is EXW (Eversys S.A., Ecoparc de Daval A2, 3960 Sierre, Switzerland) pick-up by the Buyer. If mutually agreed in writing, Eversys can support the transport of Goods at additional cost, contingent upon the customer receiving the goods and signing the 'letter of reserve' to the carrier.
- 4.2 Pick-up Dates. Buyer shall pick-up Goods as closely as possible to the arranged and communicated Eversys shipping dates. Failure to arrange the pick-up of Goods ready at Eversys within ten (10) working days after the agreed shipping date, gives Eversys the right
- (a) to arrange a shipment and select the carrier at the risks and costs of the Buyer
 - (b) to outsource the storage of orders uncollected ten (10) working days following the date of readiness of the said order. Consequential storage fees are to be invoiced to the Buyer on a monthly basis as an additional cost and will be in the range of:
 - (i) Transportation to and handling at the storage facility: 60 CHF per pallet
 - (ii) Storage per day: 0.6 CHF per pallet per day

Orders moved to outsourced storage locations cannot be split and must be collected fully at once thereafter - as displayed on the corresponding packing list.

- 4.3 Pick-up or Delivery of the Goods by/to a third party nominated by the Buyer is deemed to be delivered to the Buyer.
- 4.4 Eversys may prepare or deliver the Goods in separate instalments. Each separate instalment will be invoiced and paid for in accordance with the provisions in these terms and conditions.
- 4.5 Delivery terms shall not be deemed contractually binding but agreed between both parties within the meaning of Art. 108 of the Swiss Code of Obligations. In the event of delay in delivery by Eversys, such delay shall not lead to the termination of the Order nor give rise to any claim for payment or deduction or damages or penalties. The Buyer shall not be entitled to any payment of any damages or penalties. The failure by Eversys to prepare the Goods or deliver shall not entitle either party to cancel the Order.
- 4.6 Eversys shall not be liable for any loss or damage whatsoever due to failure by Eversys to prepare or deliver the Goods (or any of them) promptly or at all, where due to circumstances beyond the control of Eversys.
- 4.7 For any discrepancy between order and delivery (wrong parts, difference in quantity) the Buyer shall inform Eversys in writing within five (5) days from receipt of Goods. Claims after this term will not be accepted.

5. Delivery and Risk Transfer

- 5.1 The delivery of the Goods and the related transfer of risk will be in general according to Incoterms 2020 and in particular, unless otherwise agreed, on an EXW *Eversys Sierre* basis. All risks will therefore pass to the Buyer upon Goods collection.
- 5.2 Should any Goods be damaged or destroyed following or during delivery but prior to transfer of title to the Buyer, Eversys will be entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Eversys is sufficient evidence of Eversys' rights to receive the insurance proceeds without the need for any person dealing with Eversys to make further enquiries.

6. Loan/Test/Prototype Equipment

- 6.1 The Equipment shall at all times remain the property of Eversys and will be returned on demand by Eversys. In the event that the Equipment is not returned to Eversys in the condition in which it was delivered, Eversys retains the right to charge the Price of repair or replacement of the Equipment.
- 6.2 The Buyer is obliged to:
- (a) keep the Equipment in its own possession and control and not assign it nor have the right to lien over the Equipment.
 - (b) not alter or make any additions to the Equipment, including but without limitation defacing or erasing any identifying mark, plate, or number on or in the Equipment or in any other manner interfere with the Equipment.
 - (c) keep the Equipment, complete with all parts and accessories, clean and in good order as delivered, and shall comply with any maintenance schedule as advised by Eversys to the Buyer.

6.3 The Buyer accepts full responsibility for the safekeeping of the Equipment and the Buyer agrees to insure, or self-insure, Eversys' interest in the Equipment and agrees to indemnify Eversys against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will affect adequate Public Liability Insurance covering any loss, damage or injury to property or persons arising out of the use of the Equipment. Furthermore, the Buyer will not use the Equipment nor permit it to be used in such a manner as would permit an insurer to decline any claim.

7. Buyer's Disclaimer

The Buyer hereby disclaims any right to rescind, or cancel any contract with Eversys or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Buyer by Eversys and the Buyer acknowledges that the Goods are bought relying solely upon the Buyer's skill and judgment.

8. Buyer's obligation

The Buyer has the obligation to ensure the proper training of its own employees on the Goods and guarantee that there is at least one individual subscribed to the Technical Newsletter, which encompasses crucial technical details regarding the goods. Further, the Buyer has to ensure sufficient spare parts and consumables availability to maintain the Goods properly after installation.

9. Buyer's Inspection

9.1 The Buyer shall inspect the Goods latest within five (5) days after receipt at its final delivery location (time being of the essence). The Buyer has to notify Eversys of any alleged defect, shortage in quantity, damage, or failure to comply with the description or quote. The Buyer shall afford Eversys an opportunity to inspect the Goods within a reasonable time following delivery if the Buyer believes the Goods are defective in any way. If the Buyer fails to comply with these provisions, the Goods shall be presumed to be free from any defect or damage. For defective Goods, which Eversys has acknowledged in writing as such, Eversys' liability is limited to (at Eversys' discretion) provide a credit note of the amount of the respective damage or shortage.

9.2 In general Goods will not be accepted for return other than in accordance with 9.1 above and 10 below or otherwise mutually agreed in writing.

10. Returns

10.1 Returns, except in case of defects according to clause 9 above, will only be accepted (at Eversys' discretion) provided that:

- (a) the Buyer has complied with the provisions of clause 3.2; and
- (b) Eversys has agreed in writing to accept the return of the Goods; and
- (c) the Goods are returned at the Buyer's cost within ten (10) days of the return notice; and
- (d) Eversys will not be liable for Goods which have not been stored or used in a proper manner; and
- (e) The Goods are returned in the condition in which they were delivered and with all packaging material, brochures, and instruction material in as new condition as is reasonably possible in the circumstances.

10.2 Eversys may (at its discretion) accept the return of Goods for credit but this may incur a handling fee of ten percent (10%) of the value of the returned Goods plus any freight or duties.

11. Warranty

11.1 Goods manufactured by Eversys are guaranteed to be free of defects in workmanship and material when leaving the factory. Eversys' warranty obligations and Buyer's sole remedy for the Goods shall be limited to the replacement of any part of the Goods, in which case such part shall be new or equivalent to new in performance. The Warranty is valid:

- (a) if the machine is connected to Eversys Telemetry and online: for a period of twenty-four (24) months from the date of delivery or date of installation if registered on Eversys Telemetry or 100'000 products per group head (whichever comes first);
- (b) if the machine is not connected to Eversys Telemetry and offline: for a period of twelve (12) months from the date of delivery or date of installation if registered on Eversys Telemetry or 50'000 products per group head (whichever comes first).

11.2 Eversys will replace at its discretion part or all of the Good not conforming to this warranty. Eversys' responsibility under this warranty is limited to the replacement of defective parts and not to wear and tear parts and maintenance products.

11.3 Furthermore, the warranty is not provided if:

- (a) the instructions on how to handle, install or operate the machines or spare parts are disregarded;
 - (b) the Goods have been disassembled or modified or repaired with non-original components by a person and/or company not approved by Eversys;
 - (c) the Goods have been utilised for an application for which they were not intended to be used;
 - (d) installation and regular maintenance have not been done properly and in due time, nor conducted by a person and/or company duly approved by Eversys;
 - (e) water quality does not correspond to Eversys' recommendations.
- 11.4 Each spare part manufactured by Eversys is guaranteed to be free of defects in workmanship and material when leaving the factory for a period of twelve (12) months from date of shipment.
- 11.5 Each refurbished part manufactured by Eversys is guaranteed to be free of defects in workmanship and material when leaving the factory for a period of six (6) months from date of shipment.
- 11.6 The transmission of machine data at the end of the installation wizard enables the activation of the 24-months warranty. Without this sharing of information, Eversys cannot validate the date of installation and therefore the activation of the warranty. The warranty start date will then be the date from which the machine leaves Eversys factory. Two procedures are now available:
- (a) Semi-automated for machines not connected to Telemetry. Follow the instructions noted at the end of the installation wizard "Save the machine data to an USB stick and send it to data-upload@eversys.com".
 - (b) 100% automated for machines connected to Telemetry. The machine automatically transmits the information to Eversys S.A.. It is not necessary to resend the data to data-upload@eversys.com.

In order to be able to make a warranty claim, the Buyer have to choose between the two options above. Further an official Eversys RMA Form needs to be filled and sent to Eversys to initiate any warranty claim. After confirmation from Eversys, the Buyer, at its own costs, needs to send back to Eversys the broken part within ninety (90) days of making the RMA claim. Unless otherwise and mutually agreed. If the part is not returned at all or within ninety (90) days, the RMA warranty claim will be rejected. Eversys retains the right to judge if warranty is granted or not. If warranty is granted, Eversys offers a credit note on the amount of the claimed part. If the warranty is not granted, the customer can order a replacement part at its own cost.

All the RMA instructions can be found on the Eversys e'Support website: <http://support.eversys.com/>

- 11.7 All cleaning materials used for Eversys' Goods must have been authorised by the manufacturer. Not using Eversys cleaning materials will make the warranty null and void.

12. Intellectual Property

- 12.1 Intellectual Property rights ("IP rights") shall mean any intellectual property, whether registrable or unregistrable and whether registered or not, including, but not limited to patent rights, trademark rights, database rights, design rights, inventions, processes, formulae, copyrights, business and product names, logos, slogans, trade secrets, industrial models, processes, designs, methodologies, software (including all source codes) and related documentation, technical information (including, without limitation, information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions), manufacturing, engineering and technical drawings, know-how, software and information, copies and tangible embodiments of all the foregoing, in whatever form or medium and any moral rights and the like associated therewith.
- 12.2 Where Eversys has designed and/or drawn Goods for the Buyer, in the absence of any different agreement between the parties then the copyright in those designs and drawings and documents shall remain vested in Eversys, and may only be used by the Buyer upon Eversys' consent.
- 12.3 The Buyer warrants that all designs or instructions submitted to Eversys for the manufacture of the Goods will not cause Eversys to infringe any third party intellectual property right in the execution of the Buyer's order. The Buyer agrees to indemnify and hold Eversys, its parents, subsidiaries, and affiliates, and each of their respective officers, directors, employees, and agents, harmless from all liability, loss, damage and cost arising out of any claims, demands, actions or other proceedings by third parties of any nature (including, but not limited to, attorney fees as and when incurred), to the extent the same arise out of or are related to a claim for use of any intellectual property right of any third party.

13. Confidentiality

- 13.1 All information, including but not limited to technical, financial and business information, drawings, product or process specifications, pricing and data furnished by either party (collectively, "Information") will be considered proprietary, and the receiving party shall keep confidential and not reveal to third parties any such Information, unless this requirement is

waived expressly in writing by the disclosing party. Neither party shall make any public statements with respect to the business, personnel or affairs, including the existence or terms of any agreement between the parties, nor use the name, trademark, or likeness of the other party, without the express prior written consent of an authorized representative of such party. Without limiting the foregoing obligation of confidentiality, this obligation also includes a prohibition upon confirmation to any third party that the price available pursuant to any agreement is higher, lower or equal to any competitive price offer. The receiving party acknowledges that damages for improper use or disclosure of Information may be irreparable. Therefore, the disclosing party is entitled to seek equitable relief, including without limitation, injunction and preliminary injunction, in addition to other remedies, as a result of receiving party's breach or threatened breach of this clause. The duty of confidentiality shall continue to apply after the expiry of any agreement between the parties. Employees or others who resign from their positions with one of the parties shall be subjected to a duty of confidentiality concerning matters mentioned above also after their resignation.

14. Data protection

- 14.1 The Buyer consents to share its personal data with Eversys for internal use only.
- 14.2 Eversys shall use the said data in a safe manner and only for the purpose of internal commercial or technical business with the Buyer.
- 14.3 The Buyer has the right, at any time, to withdraw its consent, or to request rectification, or deletion of its data.

15. Limitation of Liability

- 15.1 The total liability of Eversys arising under or in connection with the sale of the Goods for any breach of contractual obligations, warranty, negligence, unlawful act (or otherwise in connection with the Goods) is limited to the actual purchase price received for the Goods that gave rise to the claim.
- 15.2 In addition to the above, Eversys shall not be liable for any indirect, punitive, incidental, exemplary, special or consequential damages and/or for any damages including, loss of data, profits, revenue, business interruption or use in connection with the sale of the Goods or arising out of these terms and conditions of trade, regardless of whether they are foreseeable or not and whether the claim is made in tort (including negligence), breach of contract, at law or in equity.
- 15.3 The exclusion of liability in these terms and conditions of trade shall only apply to the extent allowed under the applicable law.

16. Default & Consequences of Default

- 16.1 If the Buyer defaults in payment of any invoice when due, in addition to the interest in clause 3.2 above, the Buyer shall indemnify Eversys from and against all costs and disbursements incurred by Eversys in pursuing the debt including legal costs on a solicitor and Eversys' collection agency costs.
- 16.2 Without prejudice to any other remedies Eversys may have the right, if at any time the Buyer is in breach of any obligation (including those relating to payment), to suspend or terminate the supply of Goods to the Buyer and any of its other obligations under the terms and conditions. Eversys will not be liable to the Buyer for any loss or damage the Buyer suffers because Eversys has exercised its rights under this clause.
- 16.3 Without prejudice to Eversys' other remedies at law, Eversys shall be entitled to cancel all or any part of any Order of the Buyer which remains unfulfilled and all amounts owing to Eversys shall, whether or not due for payment, become immediately payable in the event that:
 - (a) any money payable to Eversys becomes overdue, or in Eversys' opinion the Buyer will be unable to meet its payments as they fall due; or
 - (b) the Buyer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Buyer or any asset of the Buyer.

17. Order Creation, Modification and Cancellation

Orders must be submitted via webshop (webshop.eversys.com) and should be submitted at least 8 weeks before the desired shipping date for standard products

At Eversys' sole discretion, requested modifications to an Order placed by a Buyer can be accepted. Such modifications to an Order must be communicated at the latest eight (8) weeks before the scheduled date of production. Modification requests may only request changes on the relevant specifications but not the quantity, price or delivery terms.

- 17.1 Cancellation of Orders by Buyer: in general, Orders placed with Eversys are legally binding in nature. Only at Eversys' sole discretion, requests for cancellations of Orders placed by a Buyer with Eversys may be accepted. This is strictly

limited to Orders that are at least twelve (12) weeks before the scheduled date of production. The following exceptions exist:

- (a) The Buyer may, by prior written notice to Eversys, defer and/or cancel delivery of an Order without penalty, provided such notice is received by Eversys not less than five (5) business days after written Order Confirmation. The Buyer may not cancel or defer Orders placed for immediate shipment - which means within 12 (twelve) weeks to the desired production date.
- (b) In the event of a delayed delivery by Eversys of more than thirty (30) days after expiry of the agreed delivery term, the Buyer may terminate the order and claim reimbursement of any pre-paid monies.

17.2 In the event that the Buyer cancels any Orders of the Goods after the above-defined terms, the Buyer shall be liable for any loss incurred by Eversys (including, but not limited to, any loss of profits) up to the time of cancellation.

17.3 Eversys may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Buyer in any case of credit risk. On giving such notice Eversys shall repay to the Buyer any sums paid in respect of the Price. Eversys shall not be liable for any loss or damage whatever arising from such cancellation.

18. Premium Support

18.1 If the Buyer has not complied with one of the warranty provisions listed under clause 11, or has failed ensuring either the training of its own employees on Eversys products and/or an appropriate level of service to its own customers (for instance, through a sufficient number of technicians), Eversys is able to charge CHF 200.00 by hour for all support provided to the Buyer, plus any travel expenses if needed. It also includes the provision of Services that have not been agreed contractually.

19. Force Majeure

19.1 Neither party shall be liable for any default due to force majeure, war, terrorism, revolution, civil commotion, acts of public enemies, blockade, embargo, banking failure, strike, lock-out, industrial action, fire, flood, drought, storm, any law, order, proclamation, regulation, ordinance, demand or requirement having a legal effect of any government or any judicial authority or representative of any such government, disruption to the supply chain, inability of Eversys or its third party manufacturers to supply the Buyer with the Goods sufficient to meet minimum purchase requirements, or any other event beyond the reasonable control of either party. Nothing in this force majeure Clause shall suspend the obligation of any party hereto to pay any monies as and when called for by any agreement.

20. General

20.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality, and enforceability of the remaining provisions shall not be affected, prejudiced, or impaired.

20.2 These terms and conditions and any contract to which they apply shall be governed by the laws of Switzerland and are subject to the jurisdiction of the courts of Switzerland.

20.3 The Buyer shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Buyer by Eversys.

20.4 Eversys may license or sub-contract all or any part of its rights and obligations without the Buyer's consent.

20.5 Eversys reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which Eversys notifies the Buyer of such change.

20.6 The failure by Eversys to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Eversys' right to subsequently enforce that provision.

20.7 Upon request, Eversys organizes in-house training sessions in Switzerland and delivers individual training certificates.

21. Governing law and disputes

21.1 The agreement between the parties shall be governed by and construed in accordance with Swiss law.

21.2 Any disputes arising out of the agreement between the parties shall be finally and exclusively settled by the courts of the seat of Eversys.



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Latest Version: <http://www.eversys.com/en/terms-and-conditions-of-trade>