



KANOPEO

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TERMS AND CONDITIONS KANOPEO GmbH

The following are the terms and conditions applicable to purchases of Kanopeo products (the "Products"). By purchasing the Products, you, the customer, (hereinafter "Customer") accept and agree to these terms and conditions without modification. Any different terms and conditions which may be included in any purchase order issued by Customer when placing an Order (as hereinafter defined) shall not apply. All invoices and any other documentation issued by Kanopeo in connection with Customer's purchase of the Products shall be deemed to incorporate these terms and conditions.

Article 1 – Purchase of Products

1.1 Customer shall purchase Products by submitting a valid written purchase request (the "Order") to Kanopeo either via the Kanopeo website or by mail.

1.2 Kanopeo shall acknowledge receipt of the Order by issuing an invoice to Customer (the "Offer").

1.3 Customer shall be deemed to accept the Offer by paying all or any part of the Purchase Price (as hereinafter defined) to Kanopeo.

Article 2 – Prices

2.1 Kanopeo GmbH shall sell the Products to Customer at the prices then in effect upon receipt by Kanopeo GmbH of the Order as set forth on Kanopeo's website or as otherwise provided by Kanopeo GmbH in writing to Customer. Kanopeo GmbH shall have the right in its sole discretion to change its prices from time to time (the "Price").

2.2 Purchase Price shall mean the Price together with any applicable taxes such as VAT, customs duties, or other charges in connection with delivery to Customer and shipping, insurance, or other related charges, all of which are to be paid solely by Customer.

Article 3 – Payment

3.1. Payment of the Purchase Price in full shall be made by Customer to Kanopeo prior to shipment of the Products by Kanopeo. Unless otherwise agreed in advance in writing by the parties, the Purchase Price shall be paid by wire transfer or credit card.

3.2 If Kanopeo agrees in writing that the Purchase Price shall not be paid in full prior to shipment of certain Products, Customer hereby agrees to grant to Kanopeo with respect to such Products a continuing lien and security interest in and to all such Products until full payment by Customer is received by Kanopeo. Customer shall execute any and all documents reasonably requested by Kanopeo in order to perfect, maintain, and protect such security interest, including but not limited to Uniform Commercial Code financing or continuation statements or amendments thereto or similar documentation in accordance with local law in any jurisdiction applicable to Customer. Customer hereby appoints Kanopeo as its attorney in fact for the sole purpose of signing financing statements, continuation statements, or other recordable documents or for otherwise registering Kanopeo's interest in the applicable register or as reasonably necessary to effectuate this security interest. This power is coupled with an interest and is irrevocable so long as any obligations of Customer to Kanopeo remain outstanding.

Article 4 – Shipment

4.1 The cost of shipment for Products purchased by the Customer shall be borne solely by Customer. All shipments shall be EXW Kanopeo's place of shipment. Unless otherwise specified in advance in writing deliveries will be made in accordance with instructions set forth on the Offer.

Article 5 – Product Damage or Defect

5.1 Kanopeo shall be notified in writing within seven (7) business days of delivery to Customer of any claimed damage or defect in the Products (the "Damage Notice"). Kanopeo shall issue a return authorization to Customer within seven (7) days after Kanopeo's receipt of the Damage Notice. Costs of returns shall be borne by Customer.

5.2 Whether returned Product is defective or damaged shall be determined by Kanopeo in its sole reasonable discretion upon Kanopeo's receipt of the returned Product(s).

5.3 Returned damaged or defective Products shall, at Kanopeo's sole option, be replaced by Kanopeo or the Purchase Price refunded to Customer. If Kanopeo agrees that the returned Products are defective or damaged, (i) and Kanopeo decides to replace the Products, all shipping costs for replacement will be the responsibility of Kanopeo, or (ii) if Kanopeo decides not to replace the Products, Kanopeo shall refund to Customer the Purchase Price.

5.4 If Kanopeo determines, in its sole discretion, that the returned Products are not damaged or defective, Kanopeo shall not issue a refund or replace the Products.

5.5 The foregoing constitutes Customer's exclusive remedies for defective product.

Article 6 – Taxes

6.1 Customer shall be responsible for, and shall pay all the costs related to import clearance: tax, duty, levy, or similar government charge that may be assessed by any jurisdiction, whether based on gross revenue, the delivery, performance, or use of the Products, or otherwise and Customer shall gross up the amount payable to Kanopeo to cover any and all such charges which Kanopeo might be called upon to pay.

6.2 If Customer is required to withhold any taxes from payments owed to Kanopeo under these terms and conditions then the amount of the payment due will automatically be increased to totally offset such tax such that the amount remitted to Kanopeo, net of all taxes required to be withheld, equals the Purchase Price set forth on the Offer.

6.3 If Kanopeo shall be required to pay any charges, including but not limited to those described in Paragraph 6.2 above, as a result of any such transaction, the amount of the payment due will automatically be increased to totally offset such charge such that the amount remitted to Kanopeo, net of all charges required to be paid by Kanopeo, equals the Purchase Price set forth on the Offer.

Article 7 – Intellectual Property

7.1 Customer may resell the Products only under the



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tradenames, brands, and trademarks with which they are labeled or identified by Kanopeo. Customer shall not alter, obliterate, deface, or remove any tradename, brand, trademark, or serial number on any Product or on packaging in which it is enclosed or add any name, brand, or trademark thereto. Unless it obtains Kanopeo's prior written consent, Customer shall not use any part of Kanopeo's tradename, brand, or trademark as part of any name, logotype, tradename, or trademark which Customer uses in connection with its business.

7.2 Customer acknowledges and agrees that all right, title, and interest in and to the trademarks, tradenames, and service marks of Kanopeo, including but not limited to its "Saferoller" and "Speedrunner" trademark, and all other trademarks used in connection with Kanopeo's products and services are owned exclusively by Kanopeo.

Article 8 – Safety

8.1 By purchasing the Products, Customer acknowledges that it is familiar with the Product's safe use and correct installation.

8.2 Customer represents and warrants to Kanopeo that it has received a copy of, and reviewed, Kanopeo's then current instruction guide, and agrees that all installations of the Products will be in accordance with Kanopeo's instruction guide.

Article 9 – Warranties

9.1 Seller makes no warranties whatsoever in connection with sales to Customer and resales of any Product by Customer except in accordance with Kanopeo's written warranty set forth in Paragraph 9.3. Warranties extended by Customer beyond those extended by Kanopeo shall be at the sole cost and expense of Customer.

9.2 (a) Customer acknowledges that the activities for which the Products are designed may be deemed inherently dangerous, and, as a result, that appropriate precautions need to be taken in connection with the installation and use of the Products (including, without limitation, requiring that all persons using the Products receive appropriate training in their safe and proper use, understand the risks involved, and assume such risks.) Customer agrees that it will provide such information to, and obtain such assurances as are necessary or desirable from, its customers. (b) Kanopeo provides no warranty and assumes no liability whatsoever with respect to use by Customer of thirdparty parts or services in connection with Kanopeo products.

9.3 KANOPEO WARRANTS THE PRODUCTS AGAINST ANY DEFECTS IN MANUFACTURE AND PERFORMANCE FOR A PERIOD OF ONE YEAR FROM SALE, AND KANOPEO DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO THE MAXIMUM EXTENT ALLOWED UNDER SWISS LAW. NO ORAL OR WRITTEN INFORMATION GIVEN BY ANY PERSON SHALL CREATE A WARRANTY IN ANY WAY WHATSOEVER. USE AND INSTALLATION OF THE PRODUCTS OTHERWISE THAN IN ACCORDANCE WITH KANOPEO'S INSTRUCTION GUIDE VOIDS THIS WARRANTY.

Article 10 – Limitation of Liability.

10.1 Customer agrees that Kanopeo shall not be liable for any claims against it by Customer or for any claim against Customer by any customer of Customer or other third party with respect to

the installation or use of the Products, nor shall Kanopeo's liability for damages, if any, whether based upon contract, negligence, strict liability in tort, warranty, or any other basis exceed the amount paid by Customer to Kanopeo for such Products, which shall be Customer's exclusive remedy to the extent permitted under Swiss law. Kanopeo shall not be liable for loss of profits, interruptions of service, or for any other special, consequential, or incidental damages to the extent permitted under Swiss law.

Article 11 – Indemnification

11.1 Customer shall indemnify protect, defend, and hold Kanopeo, its parents, subsidiaries, officers, directors, shareholders, employees, representatives and agents harmless from and against any and all claims, liabilities, causes of action, suits, damages, costs (including reasonable attorneys' fees), expenses, and losses arising out of or resulting from (i) any inaccuracy of any representation or warranty by Customer made pursuant to these terms and conditions; (ii) any breach by Customer of any of its obligations pursuant to these terms and conditions; (iii) any claims made as the result of any act or omission by Customer or its employees, agents, or representatives in connection with the purchase, resale, or installation of the Products; (iv) any claim alleging infringement or violation of any patents, trademarks, copyrights, or other intellectual property right, except where due to the acts or omissions of Kanopeo; or (v) claims alleging personal injury, death, or property damage resulting from the sale, resale, or installation of the Products including but not limited to installation of Kanopeo products with third-party products. The provisions of this Paragraph 11.1 shall survive the purchase, resale, and installation of the Products.

Article 12 – Insurance

12.1 Customer represents and warrants to Kanopeo that it maintains insurance including a contractual liability endorsement of no less than One Million (\$1,000,000.00) Dollars.

Article 13 – Compliance with Laws

13.1 Customer shall comply with all applicable laws, orders, codes, and regulations, including without limitation all export, use, import, or other relevant laws and regulations of any applicable jurisdiction in connection with its purchasing, selling, installing, and servicing the Products. Determination of the applicable law is Customer's sole responsibility.

13.2 Customer acknowledges and agrees that the purchase, sale, installation, and servicing of the Products may be regulated. Customer is strictly prohibited from exporting, re-exporting, transferring, using, or importing the Products regardless of method, including but not limited to physical delivery, without first complying with all applicable laws, including but not limited to government export laws, rules, regulations, and orders and obtaining any necessary approvals or permits. Obtaining any necessary export, use, or import approvals for the Products is the sole responsibility of Customer.

13.3 Without limiting the generality of Paragraphs 13.1 and 13.2 Customer expressly warrants to Kanopeo that it shall not directly or indirectly export, re-export, transfer, use, or import the Products in violation of any export laws, rules, regulations, or



KANOPEO

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orders of any applicable jurisdiction.

Article 14 – Governing Law; Severability

14.1 These terms and conditions shall be governed by, and construed in accordance with, Swiss law applicable to agreements made and to be performed solely within such country, without reference to principles of conflicts of law. The provisions of the U.N. Convention on Contracts for the International Sale of Goods shall not apply to these terms and conditions, their interpretation, or any dispute resolution hereunder. If there is any conflicts between these Terms and Conditions and the Incoterms® 2010, these Terms and Conditions shall prevail.

14.2 The invalidity or unenforceability of any provision of these terms and conditions shall not affect the validity or enforceability of any other provision.

Article 15 – Dispute Resolution

15.1 Any dispute, controversy, or claim shall be resolved exclusively by the courts of Basel, Switzerland; and Customer agrees to such exclusive jurisdiction and venue; provided, however, that Kanopeo may elect in its sole discretion to resolve any dispute hereunder with Customer in any jurisdiction to which Customer is subject and in such a case, the governing law and severability clauses of Article 14 shall apply.

Article 16 – Language

16.1 The French language version of these terms and conditions shall be the only official and authentic text.