

Terms & Conditions-Connecting with Hylah

General terms and conditions

1.1 These general terms and conditions of sale apply to and form part of all sales agreements concluded by Connecting with Hylah as a seller of Sessions/Art of various kinds and various consumer goods (hereinafter: "Connecting with Hylah").

1.2 Connecting with Hylah does not accept any general terms and conditions of the customer (hereinafter: "Customer"), except if and to the extent that any terms or conditions have been accepted in writing by Connecting with Hylah.

1.3 If the order confirmation of Connecting with Hylah's order contains terms and conditions that differ from these terms and conditions, the condition set out in Connecting with Hylah's order confirmation shall prevail.

Agreement

2.1 All offers and quotations of Connecting with Hylah are non-binding and valid up to 30 days after the date of submission.

2.2 All (online) sales by Connecting with Hylah are confirmed in writing by Connecting with Hylah (by e-mail, digital confirmation or by regular mail), and finally approved and confirmed by a digitally confirmed sales agreement.

2.3 The Client is also deemed to have accepted the order from Connecting with Hylah if he has requested the execution of the order.

2.4 Any (order) confirmation(s) of the Customer deviating from the order confirmation of Connecting with Hylah are only binding on Connecting with Hylah if Connecting with Hylah has accepted such deviations in writing.

Price and terms of payment

3.1 The price in the order confirmation of Connecting with Hylah is fixed and includes 23% Portuguese VAT.

3.2 All taxes and duties of any kind, now or in the future, levied by the government, whether federal, state or local, directly or indirectly, on the sale or transport of the goods covered by the warranty will be paid and borne by the Customer.

3.3 Connecting with Hylah is entitled to increase the price retroactively if the cost-determining factors have been increased. These factors include, but are not limited to: production costs, raw and auxiliary materials, energy, products or materials obtained by Connecting with Hylah from third parties, taxes, levies, government charges, freight charges and insurance premiums. Connecting with Hylah will inform the customer of any such increase.

3.4 Set-off or retention of payment by the Customer is not permitted unless Connecting with Hylah has confirmed in writing that set-off or retention of payment by the Customer is permitted.

3.5 The Customer shall be deemed to be in default without any reminder or notice of default if it fails to make the payments due. Default interest may be charged at an annual rate of 12%.

3.6 In all cases Connecting with Hylah remains, without limitation, the owner of the goods until such time as the Customer has fulfilled all its obligations and full payment(s) has been received by Connecting with Hylah.

3.7 Connecting with Hylah has the right to request a minimum of 100% prepayment for the online sale of the goods.

3.8 There are no warranties with the goods from Connecting with Hylah.

Delivery and delays

4.1 Connecting with Hylah is entitled to a partial shipment of the order. Each delivery can be seen as a separate contract. It is the customer's responsibility to ensure that the goods fit through doors, windows and / or windows.

4.2 Connecting with Hylah will be exempted from the agreed delivery dates and periods to the extent and for as long as circumstances occur that significantly impede performance. Any difficulties of any kind, the atmosphere and segment of the supply chain in which they occur, such as force majeure and force majeure (e.g. flooding, ice, harvest loss, etc.), export and import restrictions, difficulties in production, difficulties in the purchase of raw materials, business interruptions (defects in equipment or machinery, fire, etc.), strikes, lack of personnel or similar measures, emergencies or difficulties in loading and transport shall be considered as substantial impediments to performance.

4.3 In the event of a material impediment to performance under Clause 4.2, Connecting with Hylah is entitled to dissolve the agreement with immediate effect without compensation or to extend the agreed delivery time by the duration of such impediment and the time necessary to make or deliver adjustments. If such an extension will last longer than two months, the Customer may dissolve the agreement. If continuation of the agreement seems unreasonable for both parties before the extension period has expired, this party may dissolve or terminate the agreement. Connecting with Hylah will inform the Customer of the duration of the extension period.

4.4 In the event of extension of delivery, Connecting with Hylah is entitled, but not obliged, to deliver goods equivalent to those agreed with the Customer or to replace failed deliveries with goods of equal value and quality within the extension period.

4.5 In the event that the Customer is in default of any obligation under the agreement with Connecting with Hylah, Connecting with Hylah is entitled to postpone delivery by the same number of days as the Customer was in arrears in addition to a reasonable period for making appropriate arrangements. Connecting with Hylah is also entitled to suspend its own obligations as long as the Customer is in default. In the event that the Customer becomes subject to bankruptcy law, Connecting with Hylah may either suspend all its obligations or cancel further deliveries; any loss or damage caused by the Customer's default will be for the account of the Customer.

4.6 Due to applicable EU legislation, Connecting with Hylah is entitled to request the Customer to provide duly certified copies of customs documents showing that the goods delivered by Connecting with Hylah have been released for free circulation in the country of destination outside the European Union.

Examination and compliance with specifications

5.1 The Customer is obliged to examine the goods upon delivery and to check whether the delivered goods meet all contractual requirements.

5.2 Any complaints about the delivered goods must be made in writing and must reach Connecting with Hylah no later than seven (7) days after the date of delivery and within seven (7) days after the date of discovery of a lack of conformity of the goods. The use of the goods shall be considered as an unconditional acceptance of the goods and a waiver of all claims relating to the goods.

5.3 Duly specified complaints do not affect the Customer's obligation to pay the price for the goods. Upon receipt of a notice of defect, Connecting with Hylah shall be entitled to suspend all further deliveries until the complaints have been investigated and found to be unfounded and/or refuted or until the defect has been fully remedied.

Right of return

6. Orders placed with Connecting with Hylah cannot be returned.

7.1 The risk of the goods is transferred to the Customer upon delivery.

7.2 In the event of suspension of the delivery of goods, pending payment by the Client, as well as goods of which the delivery has been wrongfully refused or has not been accepted by the Client, shall be retained and stored by Connecting with Hylah at the expense and risk of the Client.

7.3 The ownership of the goods shall not pass to the Client and the full legal and economic ownership of the goods shall remain with Connecting with Hylah, unless and until Connecting with Hylah has received full payment for the goods, including all secondary costs, such as interest, demurrage, costs, expenses, etcetera.

7.4 In the event of termination of the agreement with the Client, Connecting with Hylah has the right, without prejudice to any other rights of Connecting with Hylah, to demand immediate redelivery of the goods for which it can invoke the retention of title.

7.5 Until payment for the goods has been made, the Client is entitled to use the goods only insofar as this is necessary within the scope of its normal business operations and, insofar as possible, it shall

- (i) keep the goods separated clearly identified as goods of Connecting with Hylah;
- (ii) promptly notify Connecting with Hylah of any third party claims that may affect the goods; and
- (iii) properly insure the goods.

Liability

8.1 If the liability of Connecting with Hylah is established, this liability shall be limited to the loss or damage that was foreseeable at the conclusion of the agreement up to a maximum amount equal to the purchase price agreed with Connecting with Hylah. In no event shall Connecting with Hylah be liable to the Client for any other form of special, incidental, direct or indirect, consequential or punitive damage or loss, costs or expenses, including, but not limited to, damage based on loss of goodwill, loss of business, loss of turnover or profit, work stoppage, production interruption, impairment of other goods or otherwise and whether as a result of or in connection with breach of warranty, breach of contract, misrepresentation or otherwise.

Waiver

10.1 Failure by Connecting with Hylah to enforce any provision of these Terms and Conditions at any time shall not be construed as a waiver of Connecting with Hylah's right to act or enforce such a condition.

Limitation of action

11.1 No action by the Client shall be instituted unless the Client first notifies Connecting with Hylah in writing of a claim that would exist against Connecting with Hylah within thirty (30) days after the event complaint of the first one becomes known to the Client and an action is instituted by the Client within twelve (12) months of such notification.

Applicable law and jurisdiction

12.1 All disputes arising out of or in connection with the agreement and further agreements arising therefrom shall exclusively be submitted to the competent court in Lisbon, Portugal.

12.2 The agreement is exclusively governed by Portuguese law.

12.3 The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG), concluded in Vienna on 11 April 1980, is excluded.

Compliance with laws and standards

13.1 Connecting with Hylah makes no promise or statement that the goods will comply with any law, regulation, code or standard ("laws and standards"), unless explicitly stated in the confirmation of Connecting with Hylah's or in the specifications. The goods may be subject to requirements or restrictions under laws and standards in the country of delivery of the goods. The customer is solely responsible for:

- (i) ensuring compliance with all laws and standards related to the intended use of the goods;
- (ii) obtaining all necessary approvals, licences or releases for such use.

Intellectual Property

14.1 The sale of goods to the Customer does not grant any licence or right on the basis of any intellectual property right relating to the composition and/or application of the goods, and the Customer expressly assumes all risks of any infringement of intellectual property by its import and/or use of the goods, whether or not in combination with other materials or in any processing.