

BRUSA HyPower AG – Langäulistrasse 60 – CH-9470 Buchs

# Terms of Use for Development Samples

(Stand April 2024)

When purchasing, providing free of charge or subsequently using a pre-series product, customer-specific sample, prototype, that is a so-called development sample (hereinafter referred to as “sample”), the buyer agrees to all conditions of these prototype terms of use of BRUSA HyPower AG (hereinafter referred to as “BRUSA”) agreed.

## 1 General

- 1.1 The use of a sample or system (developed using or containing the sample) is at your own risk and BRUSA assumes no liability for any damages resulting from the use of such a sample.
- 1.2 BRUSA may make changes to a sample at any time without any obligation to inform the buyer or provide updated versions of the sample. Newer versions of samples as well as their data sheets and product information can be accessed in the BRUSA partner portal.
- 1.3 These Terms of Use constitute the entire agreement and relationship between the parties with respect to the subject matter hereof. An amendment may only be supplemented or modified by a written, signed declaration by BRUSA.
- 1.4 The samples are used by the buyer without any kind of guarantee or assurance from BRUSA, which is explained in more detail below.

## 2 Warranty & Guarantee

- 2.1 BRUSA expressly disclaims any warranty for the pattern to the fullest extent permitted by law. The sample is provided in its current condition.
- 2.2 The buyer of the sample acknowledges that no guarantee provisions apply to this device.
- 2.3 The buyer assumes the entire risk resulting from the use of the sample.

## 3 Exemption from liability

- 3.1 The buyer agrees to fully indemnify and hold BRUSA harmless from and against any claims, liabilities and costs (including reasonable attorney's fees) relating to the use of any sample or any breach of these Terms of Use.

## **4 Special utilization properties**

- 4.1 The buyer acknowledges that the sample expressly do not have a CE marking and that the release tests have not yet been completed.
- 4.2 Samples may only be used for technical evaluations and testing purpose and are not intended for end users.
- 4.3 Special care is required when installing and commissioning a sample. Safety and warning instructions must be observed.
- 4.4 The sample may only be operated by qualified personnel who are familiar with the dangers and handling of electronic components, systems and subsystems, and may only be used in such a way that in the event of malfunctions or a total loss there is a risk to life and limb, machines or other goods are excluded. For safety-related applications, special precautions must be taken for safety and damage prevention.
- 4.5 Technical explanations of the samples, such as data sheets, product descriptions (user manuals) etc. is a preliminary documentation status and the technical data can still change.

## **5 Exclusion of liability for critical use**

- 5.1 A sample is a technical prototype that is intended exclusively for internal technical evaluations and testing purpose. In case that the buyer uses a sample for unauthorized purposes, the buyer agrees to the above-mentioned exemption from liability (3).

## **6 Resale & transfer excluded**

- 6.1 Samples may not be resold or passed on in any way through distributors or other economic actors, as their specifications may deviate from the planned development targets or series components.

## **7 Limitation of liability**

- 7.1 With the exception of the warranty scope (2) mentioned above, BRUSA's total liability, regardless of whether it is negligence, strict liability in tort or otherwise, is limited to the purchase price paid by the buyer for the respective product.
- 7.2 BRUSA shall in no event be liable for incidental or consequential damages. BRUSA also assumes no liability for costs for revision, re-testing, removal of samples, loss of use or other damages.

## **8 Compliance with legal regulations**

- 8.1 The buyer is obliged to use the sample in compliance with all applicable statutory provisions, legal regulations and general directives.

## **9 Recycling & disposal of samples**

- 9.1 In any case, the recycling of a sample must be carried out by a qualified specialist company and the applicable legal environmental regulations must be met.