

Terms of Sales

GENERAL PROVISIONS

1. These Terms & Conditions of Sale ("Terms & Conditions") are deemed to apply when the client ("Client") places orders, reservations or pre-orders for Products ("Products" or "Product") and/or Subscription Services ("Subscription Services") through the online store (the "Store") of AnnaOne ApS. ("Annaone ").

The purchase of Products and/or Subscription Services from the Store implies the Client's acceptance of these Terms & Conditions and any additional terms we provide, including but not limited to our Terms of Service and the terms of the Limited Warranty included in-box with any Annaone Product.

The Client represents and warrants that he has the right, authority, and capacity to accept and agree to these Terms & Conditions.

The Client represents that he is of sufficient legal age in his jurisdiction of residence in order to purchase and use the Products and to enter into this Contract.

Annaone reserve the right to change these Terms & Conditions at any time, so the Client has to carefully review the Terms & Conditions each time prior to making a purchase from the Store. Every time the Client orders the Products from annaone.com, the Terms & Conditions in force at that time will apply between him/her and Annaone. If the Client purchases the Subscription Services, Annaone will notify him of any changes to these Terms & Conditions which may affect his subscription. If the Client has any questions regarding these Terms & Conditions, he can contact Annaone.

The Store is for retail sales to private consumers only. Please contact info@annaone.com if you wish to purchase wholesale supplies.

DEFINITIONS

2. In these Terms & Conditions the following terms shall have the meanings hereunder assigned to them:

- "Contract": the agreement between the parties concerning the purchase of Products and all appendices, including agreed amendments and additions In Writing to the said documents;

- “Gross Negligence”: the wilful or reckless lack of reasonable care, which may cause foreseeable harm or damage to persons or property;
- “In Writing”: communication in writing signed by both parties including but not limited to letter, fax, electronic mail and such other means as are agreed by the parties;
- “the Products”: the object(s) to be purchased under the Contract, including software and documentation;
- “Ineligible Products”: (i) Products marked as “sample” or “Not for Sale”, or sold “as is”; (ii) Products that have been subject to: (a) modifications, alterations, tampering, or improper maintenance or repairs from the Client; (b) handling, storage, installation, testing, or use not in accordance with any User’s Guide, Placement Guidelines, or other instructions provided by Annaone; (c) abuse or misuse of the Product; (d) breakdowns, fluctuations, or interruptions in electric power or the telecommunications network; or (e) vandalism or Force Majeure Events; (iii) any non-AnnaOne ApS branded hardware products, even if packaged or sold with AnnaOne ApS hardware.

TECHNICAL INFORMATION

3. Annaone shall, not later than delivery date, provide free of charge information which are necessary to permit the Client to install, commission, operate and maintain the Product.

COMPATIBILITY

4. The Client acknowledges that he has ascertained the compatibility between the Products he is purchasing and the equipment at his home (e.g., ensuring that your sockets, WiFi connection and floors are compatible with Anna). The Client is solely responsible for ascertaining the compatibility between the Products and the equipment at home, and acknowledges that any lack of compatibility does not constitute the basis for raising a valid claim under the Products’ warranty and does not otherwise constitute a basis for claiming a refund after the 30-day refund policy as provided below.

RESERVATIONS AND PRE-ORDERS

5. Products available for reservation and pre-order are not offered for sale by AnnaOne ApS, which is under no obligation to sell the Products to the Client at this stage.

By placing a reservation and pre-order for Products not yet available for sale, the Client makes an offer to AnnaOne ApS to purchase such Products subject to these Terms & Conditions.

With respect to Reservations and pre-orders of Products, Annaone will request the relevant authorization for an upfront payment from the bank or from the Client's credit card company.

The Client may cancel his offer to purchase the Products for 60 days after paying the upfront payment and he will not be charged any additional fee, including the upfront payment already made.

In the event the Product is offered for sale, Annaone may accept the offer of the Client to purchase the Product subject to these Terms & Conditions. Once the credit card payment has been authorised, Annaone will capture the relevant payment and ship the Product. Annaone will request additional authorization from the Client's credit card company to confirm that the necessary funds are available in order to purchase the Products.

Annaone reserves the right to cancel or refuse any order for any reason at any time prior to shipment, including when the relevant order has already been submitted, irrespective of whether or not the order had been confirmed. Annaone may attempt to contact the Client if all or a portion of the Client's order is cancelled, or if additional information is needed to complete and accept the Client's order.

If the Client intends to cancel any purchase, reservation or pre-order within the cooling-off period (60 days either starting from the signing of these Terms & Conditions or from the placement of the reservation/pre-order), he shall notify it to Annaone by letter, to be sent by email or registered mail (at the following addresses: info@annaone.com). Failure to notify cancellation via email or registered mail within the cooling-off period will prevent the Client from obtaining reimbursement of the advance payment or of the full price (if the Product had already been delivered).

PAYMENT

6. By providing credit card or other payment method accepted by Annaone (for instance Paypal), the Client represents and warrants that he is authorized to use the designated payment method and that the Client authorizes Annaone (or our third-party payment processor) to receive payment of the total amount provided in the relevant order (including any applicable taxes and other charges). If the payment method provided by the Client cannot be verified, is invalid or is otherwise not acceptable, the Client's order may be suspended or cancelled.

The Client must resolve any problem that Annaone might encounter in order to proceed with the Client's order.

If the Client wants to change or update payment information associated with his Annaone account, he can do so at any time by logging into his account and editing his payment information.

SUBSCRIPTION SERVICES

7. (a) Subscription Plans. Annaone offer different subscription plans for his Subscription Services. For more information about these plans, please visit www.annaone.com/product/reserve

(b) Continuous Subscriptions. When the Client purchases Annaone Subscription Services, he expressly acknowledges and agrees that (1) Annaone is authorized to charge him with a monthly or annual subscription service fee (depending on the invoicing cycle chosen by the Client), in addition to any applicable taxes, for as long as the Client's subscription is in force, and (2) the Client's subscription will be effective and in force until he cancels it or such Subscription Service is suspended, discontinued or terminated in accordance with Annaone's Terms of Service.

(c) Invoicing. Annaone shall automatically invoice the amount paid by the Client according to the payment method associated with Client's Annaone account, either monthly or yearly (depending on the invoicing cycle chosen by the Client).

Day one of Client invoicing cycle is tied to the date of activation of Client Subscription Services by pairing them to Products. If the Client decides to purchase additional Subscription Services (each, an "Add-On Service"), the payment for any such Add-On Service will be prorated to the renewal date of the Client's initial Subscription Service and the full amount due for the Add-On Service will be charged to the Client on the subscription's renewal date.

The Client acknowledges that the amount invoiced may vary due to promotional offers, changes in the Client's Subscription Services plan or changes affecting the applicable taxes, and the Client authorizes Annaone to charge the corresponding amounts.

(d) Cancellations and Refunds. The Client may cancel his Subscription Services at any time by logging into his annaone.com account and selecting "Cancel Subscription." Note that merely unpairing Products from Subscription Service(s) will not trigger any cancellation of the latter. In the event that the Client cancels any Subscription Service Annaone will provide an invoice at the end of the month in which the cancellation took place. Starting from the following month Annaone will not provide the Client with the canceled Subscription Service anymore and will not issue any invoice for it, regardless the invoicing cycle chosen by the Client. If the Client cancels a Subscription Service but continues to use other Subscription Service(s) following such cancellation, Annaone may provide the refund due to the Client for the cancelled Subscription Service, in the form of a credit account for the Client's continuing Subscription Service(s).

(e) Free Trials. Annaone may offer free trials of his Subscription Services for limited periods, under specific terms to be provided to the Client at registration. Annaone has no obligation to notify the free trial expiry date to the Client, and reserves the right to modify or terminate free trials at any time, without notice and at its sole discretion.

AVAILABILITY AND PRICING

8. The purchase of Products sold through the Store are subject to availability. Annaone reserves the right to limit the quantity of any Products requested in any order, reject all or part of any order placed and discontinue certain Products and/or Subscription Services without notice. Prices for the Products and Subscription Services may be subject to change at any time, but changes will not affect any order already placed by the Client. If Annaone changes the price of Subscription Service(s) already purchased by the Client, Annaone will notify the Client accordingly as provided in Section 19 (Notifications). On receipt of any such notice, the notified change of price will be deemed accepted by the Client, unless the Client's right of cancellation is exercised in accordance with the provisions of Section 7, letter (d) above.

VAT

9. Depending on the order, VAT will be charged in accordance with applicable laws.

RESALE AND TITLE TRANSFER

10. Purchases of Products or Subscription Service(s) through the Store are intended for end-users only. Clients are not authorized to resale the Products.

Annaone shall not be liable for any delay in the delivery of Products, except in case of gross negligence or willful misconduct. The risk for any Product loss or damage will pass to the Client on delivery of the Products to the first carrier.

SHIPPING AND DELIVERY

11. Unless differently specified on the Store, Prices for the Products do not include shipping costs. The delivery charges and methods are described on the Store website. The estimated arrival or delivery date is not a guaranteed delivery date for the ordered Products. Refused deliveries will be returned to Annaone's warehouse. It may take up to 45 days for the returned items to be identified as refused and processed for a refund.

Custom duties and taxes are excluded from the agreed price and shall be covered by the Customer. In case of shipping back of the product to Anna, due to custom duties not being corresponded to the competent authority, Anna will deduct from the refund any costs incurred for shipment back and for custom duties.

The Products available on the Store are designed, marketed and sold worldwide. In-box materials, mobile apps, and support services are provided in English.

The Client is responsible for complying with all applicable laws and regulations in the country of destination of the Products. Annaone is not liable or responsible for any violation of laws and regulations by the Client.

INSTALLATION

12. The Client will ascertain that installation of the Product does not contravene to any laws or regulations in the relevant jurisdiction. Annaone is not responsible for any injury or damage caused by self-installation of the Products. Annaone provides a list of recommended technicians for installation of the Products on its website. Nonetheless, Annaone is not liable for any misconduct or liability of the recommended technicians, who are independent contractors and not employed by or affiliated with Annaone. The Client will conduct due diligence investigations in order to ascertain the most suitable and qualified technicians to install the Product.

RETURNS FOR REFUND

13. If, for any reason, the Client is willing to return the Product purchased from the Store and request a refund, the Client must notify it to Annaone no later than 30 days following the date of purchase (the "Cancellation Period"). In order to initiate a procedure to return the Products, the Client must notify Annaone's customer support of his decision to return the Product within the Cancellation Period. The Client shall provide details on where and when the Product had been purchased and the reasons for returning it. Annaone's customer service will provide the Client with a Return Materials Authorization ("RMA") that must be included in the Client return shipment to Annaone, together with the address to which the Product must be returned. If the Product was not purchased from the Store, the Client shall contact the relevant reseller in order to obtain a refund.

The Client who intends to cancel the purchase, reservation or pre-order within the cooling-off period (30 days from either the signing of these Terms & Conditions or the placement of the reservation/pre-order) shall notify it to Annaone by email or registered mail (at the following addresses: info@annaone.com). Failing to do so within the cooling-off period, will prevent the Client from obtaining reimbursement of its advance payment or of the full price paid for the Product (if the Product had already been delivered).

In order to receive a refund, the Client must return his Product (and any promotional merchandise supplied with the Product) with an RMA within 14 days following the day of notification to the Annaone's customer support of his intention to return the Product.

If the Product is not defective and by all means compliant with its description, the Client will bear all the costs incurred for returning the Product to Annaone (including uninstallation and shipment of the Product back to Annaone).

Annaone will refund the price paid by the Client for the Product and the original delivery cost (up to the value of Annaone Ground delivery option), less the value of any promotional merchandise or discounts granted to the Client. If the Client purchases a Bundle (multiple Products sold together at a discount), Annaone will not provide a refund in the event only part of the Bundle is returned by the Client. Full refund may be obtained if the Client returns all the Products supplied in that Bundle. Annaone, at its sole discretion, may reduce the amount of the refund to reflect any reduction in value of the Product, which was caused by the incorrect handling of the Products by the Client in order to establish their nature, characteristics and functioning (e.g. beyond what would normally be permitted in a shop).

Annaone will process the refund due to the Client as soon as possible and, in any case, within 30 days from the date of receipt of the returned Product. Products are not eligible for refund after the 30-day period.

DISPUTE RESOLUTION AND ARBITRATION

14. The parties hereto will use their reasonable best efforts to resolve any dispute hereunder through good faith negotiations. A party hereto must submit a written notice to any other party to whom such dispute pertains, and any such dispute that cannot be resolved within thirty (30) calendar days of receipt of such notice (or such other period to which the parties may agree) will be submitted to a mediator selected by mutual agreement of the parties. In the event that, within fifty (50) days of the above mentioned notice, the mediator has not been selected by mutual agreement of the parties, the dispute will be submitted to the Chamber of Arbitration in Copenhagen (Denmark).

Except as otherwise provided herein or in the event the parties to the dispute agree otherwise, the mediation will be conducted in accordance with the rules of the Danish Mediation System.

Alternatively, before raising any claim under these Terms & Conditions the Client must (a) visit support.annaone.com to notify the warranty claim and describe the alleged failure, and (b) comply with AnnaOne ApS' (or its authorized distributor's) return shipping instructions. AnnaOne ApS will be under no warranty obligations with respect to a returned Product if it determines, at its reasonable discretion and after examination of the returned Product, that the returned Product is an Ineligible Product. AnnaOne ApS will bear all costs of return shipment and will reimburse the shipping costs incurred by the owner, except in case of Ineligible Product, for which the owner will bear all the shipping costs incurred.

WARRANTIES AND DISCLAIMERS

15. As far as permitted by applicable laws, the Store and all the items available on the Store, are provided on an "as-is" basis without warranties or conditions of any kind, either express or implied, including, without limitation, warranties of title or implied warranties of merchantability or fitness for a particular purpose. All products and services purchased through the Store are provided on an "as-is" basis unless provided otherwise in the Limited Warranty included in the relevant Product. With respect to AnnaOne ApS Products, Clients may choose whether to raise a claim under these Terms & Conditions or under the Limited Warranty or both. Clients will not be permitted to recover more than once in respect of the same claim.

AnnaOne ApS warrants to the Client that all of the products designed, marketed or sold by Annaone (the "Products") will be free of defects in material, workmanship and design for a period of two (2) years from the date of delivery following the original retail purchase (the "Warranty Period"). Notwithstanding the foregoing, the Warranty Period for a factory refurbished Product is one (1) year. If the Product fails to conform to the Limited Warranty within the Warranty Period, AnnaOne ApS will, at its sole discretion, either (a) repair or replace any defective Product or component; or (b) accept the return of the Product and refund the money paid to purchase the Product. Repair or replacement may be made through new or refurbished product or components, at AnnaOne ApS's sole discretion. If the Product or any component are no longer available, AnnaOne ApS may, at its sole discretion, replace the Product with a similar product with similar function.

Suppliers and Sellers sole liability, and Distributors sole remedy, for any breach of the foregoing warranties is replacement of the allegedly defective Product at no cost for Distributors. Any replacement of Products may be made by substitution upon mutual agreement. Any Product that has either been repaired or replaced under this Limited Warranty will be covered by the terms of this Limited Warranty for the longer of (a) ninety (90) days from the date of delivery of the repaired Product or replacement Product, or (b) the remaining Warranty Period. This Limited Warranty is transferable from the original purchaser to subsequent owners, but the Warranty Period will not be extended in duration or expanded in coverage for any such transfer.

In order to initiate a return procedure under the Limited Warranty for AnnaOne ApS Products, the Client shall contact AnnaOne ApS at info@annaone.com, from 9AM (CET) to 6PM (CET).

Annaone shall not be liable for any damage to property caused by the Product once delivered and whilst in possession of the Client.

The Client will be the sole responsible for (and AnnaOne ApS disclaims) any and all loss, liability or damages resulting from the use of Product and/or Subscription Service, including damages or loss to walls, ceilings, sockets, hammers, other peripherals connected to the Product, computer, mobile devices, and all other items and pets at home.

Unless express guarantees were provided, AnnaOne ApS does not guarantee or warrant any specific level of drawing quality or any other benefit from the use of Product and/or Subscription Services or any of their features. AnnaOne ApS provides no warranty with

respect to the life of the batteries used in the Product. Actual battery life may vary depending on a number of factors, including the configuration and usage of the Product.

The Limited Warranty does not cover: (a) Ineligible Products, as defined in the headings, (b) consumable parts, including batteries, unless damage is due to defects in material or workmanship of the Product, or software, even if packaged or sold with the Product (b) reasonable wear and tear and normal corrosion. AnnaOne ApS recommends that the Client use only authorized service providers for maintenance or repair. Unauthorized use of the Product or software can impair the Product's performance and may invalidate the Limited Warranty.

LIMITATION OF LIABILITY

16. Nothing in these Terms & Conditions and in particular within this "Limitation of Liability" section excludes or limits liability that cannot be excluded under applicable law.

To the maximum extent permitted by applicable law, in addition to the above warranty disclaimers, in no event will (a) AnnaOne ApS be liable for any indirect, consequential, exemplary, special, or incidental damages, including any damages for lost data or lost profits, arising from, or relating to, the Products or subscription Services and (b) AnnaOne ApS's total cumulative liability arising from, or related to, the Products and Subscription Services, whether the liability falls under contract law or tort law, cannot exceed the price actually paid by the Client to Annaone or AnnaOne ApS's authorized reseller for the product at issue. This limitation is cumulative and will not be increased by more than one incident or claim. AnnaOne ApS shall not be held responsible for damages caused by licensors' and/or suppliers' negligence or fault.

AnnaOne ApS online services ("Services") provide to Clients information ("Product Information") regarding the Products or other peripherals connected to those products ("Product Peripherals"). The type of Product Peripherals that may be connected to the Product may change from time to time. Without prejudice to the generality of the disclaimers above, all product information is provided at your convenience, "as is", and "as available". AnnaOne ApS does not represent, warrant, or guarantee that Product Information will be available, accurate, or reliable or that Product Information or use of the Services or Product will provide safety in your home. Clients use all Product Information, Services, and Products at their own discretion and risk. Clients will be fully responsible for (and AnnaOne ApS disclaims) any and all loss, liability, or damages, including to your wiring, fixtures, electricity, home, Product, Product Peripherals, computer, mobile device, and all other items and pets in your home, resulting from your use of the Product Information, Services, or Product. Product Information provided by the services is not intended as a substitute for direct means of obtaining any such information, e.g., a notification provided through the Service is not intended as a substitute for audible and visible indications at home and on the Product, nor for a third party monitoring service that monitors alarm state.

DATA PROTECTION

17. By placing an order for Products and/or Subscription Services, the Client agrees and understands that AnnaOne ApS may store, share, process and use data collected from the order form or received by phone/fax/email for the purposes of processing the order. AnnaOne ApS may also share such data globally with its subsidiaries and with Andrea Baldereschi (IT11921840010). AnnaOne ApS will protect information in accordance with the Privacy Policy available on its website.

AnnaOne ApS works with other companies that help AnnaOne ApS provide Products to you, such as freight carriers and credit card processing companies, and AnnaOne ApS may have to share certain information with these companies for this purpose.

ELECTRONIC COMMUNICATIONS

18. The Client accepts that all agreements, notices, disclosures and other communications that Annaone provides electronically satisfy any legal requirement that such communications be in writing. When the Client orders Products from the Store, AnnaOne ApS collects and stores the Client's email address. The collected address is used to send the Client information about AnnaOne ApS's products and services. Clients which no longer want to receive emails from Annaone may opt out by clicking on the link at the bottom of the emails.

NOTIFICATIONS

19. AnnaOne ApS may provide notifications to the Client as required by law or for marketing or other purposes via (at its option) email to the primary email associated with your AnnaOne ApS account, hard copy, or posting of such notice on the AnnaOne ApS website. AnnaOne ApS is not responsible for any automatic filtering which may be applied by the Client or by the Client's network provider to email notifications. AnnaOne ApS recommends that the Client add info@annaone.com URLs to his email address book to help receive email notifications from AnnaOne ApS.

FORCE MAJEURE

20. In no event shall Annaone be liable or responsible for any failure or delay in the performance of its obligations under this contract arising out of or caused by, directly or indirectly, forces or events beyond its reasonable control, including without limitation acts of God, strikes, work stoppages, lock-outs or other industrial action by third parties, civil commotion, riot, acts of war or terrorism, fire, explosions, storms, flood, earthquake, epidemic or other natural disaster, failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

PROTECTION OF CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

21. Notwithstanding the foregoing, AnnaOne ApS may seek injunctive or other equitable relief to protect its confidential information and intellectual property rights or to prevent loss of data or damage to its servers in any court of competent jurisdiction.

SEVERABILITY

22. Wherever possible, each provision of these Terms & Conditions shall be interpreted in such manner as to be effective and valid under applicable law. In the event that any provisions herein are deemed to be invalid, illegal, or unenforceable under applicable law, these provisions shall be ineffective to the extent of such prohibition or invalidity and the validity, legality and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby.

SURVIVAL

23. The obligations in Sections 11, 12, 13, 14, 17, 18, 19, 21 will survive any expiration or termination of these Terms.

WAIVER

24. Neither a failure nor a delay by Annaone in exercising any right, power or privilege under these Terms & Conditions shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of any right, power or privilege. The rights, remedies and benefits of Annaone expressly specified in these Terms & Conditions are cumulative and not exclusive of any other rights, remedies or benefits which either may have under applicable law.

GOVERNING LAW AND JURISDICTION

25. These Terms & Conditions shall be governed by and construed in accordance with the Danish laws without regard to the conflicts of laws principles.

Each of the parties hereto irrevocably agrees that the Court of Copenhagen (Denmark) shall have exclusive jurisdiction over any legal action or proceedings arising out of or in connection with these Terms & Conditions or regarding the recognition and enforcement of any judgment in respect hereof, which was initiated by any other party or its successors or assigns.

The parties to these Terms & Conditions hereby irrevocably waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non-conveniens.