

# HARDWARE RENTAL AGREEMENT

adopted and effective from 01. January 2026

These terms govern the relationship between Evocon OÜ ("**Evocon**") and anyone who orders hardware offered by Evocon. Please consider the below text carefully for it is only if you fully agree with all terms and conditions contained herein that you may use the applications referred to. If you find anything in this document that you do not understand or agree with, please refrain from ordering Evocon's hardware. Any order of hardware offered by Evocon shall be deemed to constitute your consent to be bound by these terms.

## 1 DEFINITIONS

1.1 The following terms, when capitalised, shall have the meanings assigned to them below:

**"Agreement"** – these hardware sales terms (as amended from time to time);

**"Customer"** – any person or entity that has submitted an order for the rental of Hardware;

**"Delivery Point"** – an address given by the Customer on the Rental Order or as otherwise separately specified by the Customer or agreed between the Parties;

**"Evocon"** – Evocon OÜ, a private limited company incorporated under Estonian law, commercial register no. 12977378, having its principal place of business at Kompanii tn 2, 51007, Tartu, Estonia (this address should also be used for all physical correspondence that Customer wishes to send to Evocon, including all requests, inquiries and complaints in paper form);

**"Subscription Agreement"** – the subscription agreement entered into between Evocon and the Customer, which governs for the applicable subscription term the Customer's access to the Service and related Hardware rental;

**"Hardware"** – means data loggers manufactured by Evocon;

**"Third-Party Equipment"** – means sensors, cables, connectors and other ancillary equipment supplied by Evocon for purchase but not manufactured by Evocon.

**"Rental Order"** – an order for the rental of Hardware and, where applicable, the purchase of Third-Party Equipment, submitted by the Customer in a form that can be reproduced in writing;

**"Trial Period"** – a free trial period granted to the Customer by Evocon for the usage of its software under respective software subscription terms;

**"Rental Period"** – the duration of Hardware rental, which shall correspond to the validity of the Terms of Service and/or the Subscription Agreement;

**"Website"** – [www.evocon.com](http://www.evocon.com).

1.2 "Herein", "hereto", "hereof", "hereunder" and similar expressions, wherever used in this Agreement, shall be deemed to refer to the Agreement.

1.3 This Agreement (as amended from time to time) constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes and replaces all prior agreements and understandings between the Parties with respect to that subject matter.

1.4 In case of conflict or ambiguity between any provision contained herein and any statement, representation or other information published on [www.evocon.com](http://www.evocon.com), the provision in the Agreement shall prevail.

## 2 RENTAL OF HARDWARE

2.1 Customer shall issue a Rental Order for the rental of Hardware and purchase of Third-Party Equipment via Website or via e-mail. By delivering a Rental Order, Customer will be making an offer to rent the Hardware and purchase the Third-Party Equipment under the terms and conditions of this Agreement, the Rental Order and the Subscription Agreement (if applicable).

The terms and conditions of this Agreement shall apply to any such Rental Order. In the event of a contradiction, the Subscription Agreement shall prevail over this Agreement and the Rental Order.

- 2.2** Evocon may, in its sole discretion, accept or reject any Rental Order. Evocon may accept any Rental Order by confirming the order (whether by written or e-mail confirmation, invoice or otherwise) or dispatching the Hardware and Third-Party Equipment, whichever occurs first. If Evocon does not accept a Rental Order under the terms of this Section 2.2 within 15 days of Evocon's receipt of the Rental Order, the Rental Order will lapse. No Rental Order is binding on Evocon unless and until accepted by Evocon as provided in this Agreement.
- 2.3** Customer may submit multiple Rental Orders. Each Rental Order accepted by Evocon in accordance with Section 2.2 shall constitute a separate rental of the Hardware and purchase of Third-Party Equipment.
- 2.4** No title or ownership in the Hardware is transferred to the Customer; all Hardware remains the sole property of Evocon at all times. Title to the Third-Party Equipment purchased under this Agreement and any applicable Rental Order passes to the Customer upon invoicing for the Hardware.

### **3 SHIPPING AND DELIVERY OF HARDWARE**

- 3.1** Evocon is responsible for the shipping of the Hardware and Third-Party Equipment to the Delivery Point and shall pay for shipping charges and insurance costs.
- 3.2** Shipping times of Hardware and Third-Party Equipment will vary depending on the Delivery Point and carrier used, and the quantity of Hardware and Third-Party Equipment ordered. Evocon does not provide any quotes and guarantee on delivery times.
- 3.3** The Customer is responsible for arranging all import clearances for the Hardware and Third-Party Equipment and shall pay all import duties, import VAT, taxes, and charges arising in connection with such importation and use. Evocon shall provide the Customer with all documents and information reasonably required for such clearance.
- 3.4** Except as otherwise provided in this Section 6, all sales of Third-Party Equipment to the Customer under this Agreement are made on a one-way basis, and the Customer has no right to return Third-Party Equipment purchased under the Agreement.
- 3.5** The risk of loss shifts to the Customer when the Hardware and Third-Party Equipment is delivered at the Delivery Point.

### **4 PAYMENTS**

- 4.1** The rental fees for the use of the Hardware and prices of Third-Party Equipment are quoted on the Website or separately by Evocon over e-mail before Customer submits Rental Order.
- 4.2** Customer is charged for the Hardware and Third-Party Equipment in accordance with the payment terms set forth in the Rental Order or as separately agreed by the Parties over e-mail or otherwise in a format that can be reproduced in writing.
- 4.3** Evocon may change the fees, rates and the billing cycle applicable to the rental of the Hardware under any Rental Order with no less than two months' notice. If Customer does not agree with the respective changes, Customer may terminate the rental of the Hardware under the respective Rental Order. This is Customer's sole and exclusive remedy for the respective changes. Customer shall be considered consented to the respective changes if the Customer does not return the respective Hardware within the notice period.
- 4.4** The Parties may change the fees, rates and the billing cycle applicable to the rental of the Hardware under a Rental Order upon mutual agreement at least in a format which can be reproduced in writing.
- 4.5** No refund will be given to Customer for any payment relating to the ongoing billing cycle if Customer terminates the rental of the Hardware under a Rental Order before the end of such billing cycle.

- 4.6** Evocon shall pay no interest on prepayments made for the rental of the Hardware.
- 4.7** If the Customer has been granted a Trial Period, the Customer shall start paying for the rental of Hardware and shall pay for Third-Party Equipment immediately after the end of the Trial Period unless the Hardware and Third-Party Equipment is returned to Evocon under section 6.
- 4.8** All fees and other payments under this Agreement are exclusive of value added tax (VAT) and similar indirect taxes, which, where applicable, shall be charged by Evocon in addition. All fees and other payments shall be made in cleared funds, without deduction or set-off and free and clear of any taxes, levies, duties, charges, fees and withholdings of any nature.
- 4.9** If the Customer is required to make any deduction or withholding, it shall increase the payment so that Evocon receives the amount have received absent such deduction or withholding. The Customer shall promptly notify Evocon of any required deduction or withholding and shall provide all documents, certificates, forms (including tax residence certificates) and other information reasonably requested by Evocon to reduce, eliminate, or recover any such deduction or withholding, including to claim relief under applicable double taxation treaties.

## **5 HARDWARE WARRANTY**

- 5.1** Evocon warrants that the Hardware, during the Rental Period, will be free from defects in design, material and workmanship under normal use.
- 5.2** Evocon shall not be liable for any defects resulting from and the warranty does not apply (i) to consumable parts, such as coatings that are designed to diminish over time, unless failure has occurred due to a defect in materials or workmanship; (ii) to parts which are expected to be replaced due to normal wear and tear; (iii) to cosmetic damage, including but not limited to scratches, dents and broken plastic or other similar materials unless failure has occurred due to a defect in materials or workmanship; (iv) to damage caused by use with a third party component or product; (v) to damage caused by accident, abuse, misuse, fire, liquid contact other than due to design flaw, earthquake or other external cause; (vi) to damage caused by using/operating the Hardware outside the user manual, the technical specifications or other published guidelines; (vii) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Evocon; (viii) to the extent the Hardware has been modified to alter functionality or capability without the written permission of Evocon; (ix) to defects caused by normal wear and tear or otherwise due to the normal aging of the Hardware; (x) to extent the Hardware is not maintained or serviced as indicated in the published guidelines.
- 5.3** Customer shall inform Evocon about any defects of Hardware by e-mail without undue delay. If during the Rental Period the Customer submits such notice, Evocon will repair the Hardware and, if necessary, replace the Hardware or a respective part of it with the same part or a part that has similar functionality, formed from new parts. Customer shall provide reasonable cooperation to enable Evocon to perform such repair or replacement, including returning the defective Hardware where requested.
- 5.4** No warranty is given for Third-Party Equipment, save that Evocon shall pass through to the Customer any manufacturer's warranty that Evocon is lawfully entitled to assign or make available. The Customer acknowledges that Third-Party Equipment is provided 'as is' and that Evocon has no responsibility for defects, failures, or performance of such Third-Party Equipment beyond forwarding any applicable manufacturer warranty.

## **6 HARDWARE RETURNS**

- 6.1** If, after the end of the Trial Period, the Customer elects not to continue using the Service or not to enter into a paid Service Plan, the Customer may return the delivered Hardware and Third-Party Equipment to the address indicated by Evocon within fourteen (14) days from the end of the Trial Period.
- 6.2** In the event the Customer has received the Hardware and has been granted with the Trial Period, but fails to set up the Hardware or otherwise utilise the granted trial (i.e. the Trial Period does not start running) within 30 days from the receipt of the Hardware, the Customer shall pay the replacement value of the received Hardware and pay for the received Third-Party

Equipment or return the delivered Hardware and Third-Party Equipment to the address indicated by Evocon within 3 days after the end of the said 30 day deadline. In addition to Section 6.5, the Customer shall compensate to Evocon the shipping and insurance costs Evocon paid for delivering the Hardware and Third-Party Equipment to the Customer.

- 6.3** Upon expiry or termination of the Terms of Service and/or Subscription Agreement for any reason, the Customer shall return all rented Hardware to Evocon within 30 days of expiry or termination.
- 6.4** The Hardware and Third-Party Equipment returned by the Customer must be in good working condition, with all , accessories, documentation, and packaging, and in a resealable condition (reasonable wear and tear excepted).
- 6.5** If the Customer fails to return the Hardware and Third-Party Equipment, if applicable, Evocon may invoice the Customer for the replacement value of the Hardware and the prices of Third-Party Equipment. In addition, Evocon reserves the right to charge the Customer for repair or replacement costs in the event the Hardware or Third-Party Equipment is returned in a condition that does not correspond to Section 6.4.
- 6.6** The Customer is responsible for the shipping of the Hardware and Third-Party Equipment to the address indicated by Evocon and shall pay for shipping charges and insurance costs. The risk of loss shifts to Evocon when Hardware and Third-Party Equipment is delivered to the address indicated by Evocon.

## **7 LIABILITY**

- 7.1** Evocon shall not be liable for any loss, damage, expenses or other consequences resulting from (i) anyone's use or inability to use the Hardware, (ii) the properties of the Hardware, (iii) the need to procure or the procurement of substitute goods or services or any other substitute benefit for the Hardware or for any other benefit received, possessed or otherwise enjoyed through the Hardware, or (iv) any other matter relating to the Hardware; REGARDLESS of whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort or otherwise. PROVIDED, HOWEVER, that (a) this section shall not prevent claims for the compensation of direct financial (patrimonial) loss suffered by the Customer due to Evocon's intentional or grossly negligent breach of this Agreement or financial (patrimonial) loss resulting from Evocon causing personal injury to, or the death of, the Customer, AND that (b) the total aggregate liability of Evocon, whether in contract, tort or otherwise, shall in no circumstances exceed the lesser of: (i) the rental fees actually paid by the Customer to Evocon for the Hardware during the twelve (12) months preceding the event giving rise to the claim, or (ii) fifty thousand euros (EUR 50,000).

## **8 GOVERNING LAW AND DISPUTE RESOLUTION**

- 8.1** This Agreement is governed by the laws of the Republic of Estonia (without precluding the application of any relevant international treaty or convention or enactment of any international organisation that Estonia has acceded or accedes to; for the purposes of this section, the European Union shall be regarded as an international organisation).
- 8.2** Any dispute that may arise in connection with this Agreement, whether with respect to its existence, validity, interpretation, performance, breach, termination or otherwise, and any dispute concerning the Hardware or any part thereof, shall, if not settled by negotiation, be subject to the exclusive jurisdiction of Harju County Court as the court of first instance.

## **9 NOTICES**

- 9.1** All notices and other communication, which will all be in the English language, will be deemed to have been duly given or made when delivered to the e-mail address of Evocon or to your e-mail address provided in the Purchase Order. Evocon contact details are made available on the Website.

**10 MISCELLANEOUS**

- 10.1** No delay in performing an obligation or in exercising a right under this Agreement will mean exemption of such obligation or waiver of such right, nor will separate or partial exercise of any right exclude further exercise of such right or any other right, unless the provisions or the context of this Agreement requires otherwise.
- 10.2** Invalidity or nullity of a single provision of this Agreement will not cause invalidity or nullity of the entire Agreement or of other provisions of this Agreement, unless as a result of the invalidity or nullity of any provision of this Agreement the Parties lose their interest in the Agreement or unless the deletion of such provision would result in such a material change so as to cause the transactions contemplated herein to be manifestly unreasonable. Should the Parties detect an invalid provision, they will make their best efforts to amend such provision in order that it complies with the applicable law to the extent that it remains closest to the original intention of the Parties.
- 10.3** Having sufficiently considered each term of the Agreement both individually and in conjunction with other terms, each Party hereby confirms to the other that it finds the Agreement fair and not oppressive or harmful in any respect.