

GAIM'S GENERAL CONDITIONS OF SALE TO CONSUMERS, VALID FROM 2022-11-29

1. Preamble

These general conditions of sale ("**General Conditions**") shall apply when private individuals (*i.e.* consumers) (the "**Customer**") order products (the "**Products**") from GAIM Immersive Technology Group AB ("**GAIM**") at the website(s) currently located at www.gaim.com (together with any subsequent website(s)), (the "**Website**"), for private use only. Please note that the use of any of GAIM's software applications is subject to GAIM's End User License Agreement and not these General Conditions.

These General Conditions does not affect any rights that the Customer has under applicable consumer legislation. In the event of a conflict between these General Conditions and applicable consumer legislation, the latter shall prevail.

By placing an order for Products on the Website, the Customer agrees to these General Conditions. If GAIM accepts the Customer's order, a legally binding agreement, including these General Conditions, is made between the Customer and GAIM.

The Customer should read these General Conditions carefully prior to submitting an order for Products on the Website. GAIM reserves the right to amend the General Conditions without prior notice to the Customer by updating the General Conditions on the Website. The Customer's purchase of Products is subject to the General Conditions available at the Website at the time of the Customer's order.

The Customer must be over the age of eighteen (18) to be able to place an order on the Website.

2. Personal Data

GAIM Immersive Technology Group AB, Reg. No. 559183-9047 is liable for personal data and will process the Customer's personal data, such as the Customer's name and email address, in accordance with current legislation (Data Protection Regulation 2016/679 – GDPR and national laws) in all contacts with GAIM.

Please be referred to our website <https://www.gaim.com/privacy-policy/> for GAIM's privacy policy governing its processing of the Customer's personal data.

3. Orders

An order made by the Customer is an inquiry to GAIM for the purchase of Products. The information on the Website shall therefore not be considered as an offer or a binding agreement, and GAIM is not bound by the order until an order confirmation has been received by the Customer.

An order is placed when the Customer presses "Proceed to payment". Upon the Customer placing an order, GAIM

will send the Customer an order confirmation as soon as possible. Upon the Customer's receipt of the order confirmation, an agreement between the Customer and GAIM has been entered into.

The Customer should always verify that the order confirmation matches the order. Should the order confirmation be incorrect or should the Customer have any queries, please contact GAIM directly by emailing helpdesk@gaim.com.

Please note that fulfilment of all orders on the Website is subject to availability of the Products. GAIM reserves the right not to accept the Customer's order. GAIM also reserves the right to cancel whole or parts of an accepted order by notifying the Customer, without being liable for any damages or costs, other than refund of the amount received from the Customer for the cancelled order, in any of the following cases:

- the Product is not available or not in stock;
- the Customer's billing information is incorrect or not verifiable;
- the Customer is under 18 years old;
- the Customer has made an order as a reseller;
- the price displayed on the Website is manifestly incorrect;
- GAIM cannot deliver to the address provided by the Customer; or
- due to circumstances beyond GAIM's control (see section 11).

4. Drawings and Technical Information

To the extent drawings or technical information is provided to the Customer, the Customer may only use it for the express written purpose for which it was provided. It may not be copied, reproduced or communicated without the written consent of GAIM.

5. Prices, Payment and Product Information

The prices for the Products shown on the Website are inclusive of statutory value added tax ("VAT") for EU customers. It is not inclusive of statutory value added tax ("VAT") for customers outside of EU. In addition, GAIM will charge shipping costs, which are displayed separately on the Website.

All payments to GAIM shall be made through the payment options on the Website.

All payments to GAIM shall be made in the currency specified on the order.

The product images on the Website do not constitute a binding undertaking of the Product's exact design. GAIM reserves the right to correct any errors in the product information and reserves the right to change product information and prices without prior notice.

6. Retention of title and copyright

To the extent permitted by mandatory legislation, the Products (including any patterns, drawings and other technical information) shall remain the property of GAIM and GAIM reserves the right of ownership of all the Products until the Products have been fully paid by the Customer. The Customer shall carry all risk for such Products after delivery by GAIM.

Until fully paid by the Customer, the Customer shall not in any way mount or assemble, resell or in any similar way dispose of the Products.

Further, the content of the Website, including, but not limited to, stills, moving pictures, sounds and text and layout, is copyrighted and belongs to GAIM. The information on the Website must not, besides for purely private purposes or where it is expressly permitted, be copied, reproduced, altered, transferred or stored in any form whatsoever. Modifying the content of the Website is prohibited.

Logos on the Website belong to GAIM. It is not permitted to use GAIM's trademarks or logos, in paper form, digitally or in any other medium.

7. Delivery

The Products will be delivered to the address stated in the order confirmation or to a nearby service point where the Customer is to collect the parcel. The products ship within 2 working days with 2-3 working days delivery time. Please note that the delivery time is only an estimate and not binding. GAIM reserves the right to notify the Customer, without being liable for any damages or costs, other than refund of the amount received from the Customer for the order if cancelled, if GAIM is unable to deliver the Product within the estimated delivery time.

8. Right of withdrawal

According to applicable consumer legislation, the Customer is entitled to cancel its purchase without stating any reason within fourteen (14) calendar days from receipt of the Product. In such case, the Customer shall return the Product within fourteen (14) calendar days from the date that the Customer exercised its right of withdrawal.

The Customer is entitled to open the package and examine the Product to the extent that is required for the Customer to be able to assess whether the Customer is satisfied with the Product. If the Product has been handled to a greater extent than was necessary (to determine its qualities and function) and is not in a substantially unchanged condition, GAIM reserves the right to make deductions for depreciation from the amount to be repaid. All accessories must be included with the return. If the Customer cancels the purchase, GAIM will refund the amount that the Customer has paid, excluding fees for payment methods and delivery costs, within fourteen (14) calendar days from the date of approval of the return or the presentation of a delivery receipt. Please note that the Customer is responsible for the cost and risk of the return.

In order to exercise its right of withdrawal, the Customer is free to fill in [GAIM's return form](#). The Customer can also use the return template provided by the Swedish consumer agency which can be found at the following link:

<https://publikationer.konsumentverket.se/kontrakt-och-mallar/angerblankett>.

The Products should be returned to:
GAIM Immersive Technology Group AB
C/o Postpack
Maskingatan 6
274 30 Skurup
Sweden

9. The Customer's right of complaint

As a consumer, the Customer has a statutory right of complaint of three (3) years from the time of purchase. The statutory right of complaint with respect to digital content is three (3) years or longer if the provision of such digital content exceeds three (3) years. Once an order has been received, please check that the content of the delivery is correct and that the Products are free from visual defects. In the event of a defect in the Product, incorrect delivery or transport damage, the Customer is obligated to contact GAIM without undue delay after the defect was discovered.

Complaints of a Product can be made via helpdesk@gaim.com. The order number and the reason for the complaint should always be included in the complaint.

When GAIM has received the Product and verified that the Product is defective, GAIM will perform rectification as further described in Section 10. If, on the other hand, the complaint is not approved, the Product will be returned to the Customer. The Customer bears the cost of the return when a Product is returned to GAIM. However, if complaint is approved, GAIM will refund the return cost to the Customer. The assessment of a complaint can take up to fourteen (14) calendar days.

10. Warranty

This warranty does not affect any rights that the Customer has under the laws in the Customer's jurisdiction concerning the sale of consumer goods (including, without limitation, national laws implementing EU Directive (EU) 2019/770 and (EU) 2019/771).

GAIM warrants that the Products sold hereunder are free from defects in material and workmanship for a period of two (2) years from the date of purchase by the original purchaser.

GAIM does not make any warranty that the use of any digital content provided with the Products will be uninterrupted or error-free at all times or that such digital content will conform to your requirements.

Unless otherwise follows from mandatory legislation, this warranty shall not apply to (a) Products which have been misused, tampered with, disassembled, incorrectly installed, improperly maintained, operated in excess of specifications, or modified or repaired by someone else

than GAIM, (b) defects resulting from normal wear and tear, and (c) Products that have been resold by the original end-user.

GAIM does not make any warranty other than as expressly stated herein and, except as provided for under mandatory consumer legislation and/or product liability legislation, the Customer remains at all times solely responsible for the suitability of the Products for the intended purpose or use.

If the Customer makes a claim based on this warranty, GAIM will:

- repair any defective Product; or
- replace any defective Product with a non-defective Product or a similar Product of comparable value.

GAIM has the right to choose between reparation and replacement if one of the measures is not possible or it would impose disproportionate costs on GAIM.

In case of a material defect, the Customer is entitled to a price reduction or a refund of the purchase price for the Product, instead of reparation or replacement.

11. Force Majeure

In case of an event of force majeure, such as labour disputes, fire, war, mobilisation or corresponding unforeseen military requirement, requisition, confiscation, currency restrictions, rebellions and riots, pandemics, epidemics, lack of means of transport, general lack of goods, restrictions of fuel as well as any defects or delays in deliveries from subcontractors and any other circumstances beyond GAIM's control, GAIM may not be able to fulfil its obligations according to these General Conditions during the time of the force majeure event.

If an event beyond GAIM's control occurs that affects GAIM's ability to fulfil its obligations under the General Conditions, GAIM will contact the Customer as soon as possible and the time for GAIM's fulfilment of its obligations under the General Conditions will be extended for the duration of the event beyond GAIM's control. The Customer has the right to cancel its order if an event beyond GAIM's control occurs and which prevents GAIM's delivery of an item to the Customer.

12. Limitation of liability

GAIM will not be responsible for any loss or damage which is not GAIM's fault or which is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract of sale was made, both GAIM and the Customer knew it might happen.

GAIM only provides the Product for domestic and private use. If you use the Product for any commercial or business purpose, GAIM will not be responsible for business losses including, for example, loss of profits, loss of business, business interruption or loss of business opportunity.

Nothing in these General Conditions will limit or exclude GAIM's liability for (a) death or personal injury for which GAIM is liable pursuant to mandatory product liability legislation, (b) fraud or fraudulent misrepresentation, (c) any breach of your legal rights in relation to the Product

(including under applicable consumer protection legislation) or (d) for any other liability which cannot be limited or excluded under applicable law.

13. Disputes

As a consumer, the Customer is always entitled to turn directly to GAIM for assistance with complaints, right of withdrawal and other assistance in connection with your purchase or order. For more information about your right as a consumer, please refer to www.konsumentverket.se.

GAIM participates in any alternative dispute proceedings and complies with the recommendations from ARN (*Allmänna reklamationsnämnden*), www.arn.se.

Postal address:

Allmänna reklamationsnämnden

Box 174

101 23 Stockholm

Please refer to the website of the EU Commission concerning alternative dispute resolution relating to consumers' online purchases <http://ec.europa.eu/odr>.

These General Conditions and all orders issued hereunder relating to the sale and supply by GAIM of the Products shall be governed by the laws of Sweden without regard to its principles of conflict of laws.

14. Business information

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Sweden

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