

TERMS & CONDITIONS

1. COMPANY INFORMATION AND CONTRACTING ENTITY

Lumora Sourcing ("Lumora") is a sourcing, procurement, consulting, trading and project management brand operated by Ananta World GmbH, a company incorporated under the laws of Switzerland.

Unless otherwise expressly agreed in writing, all quotations, proposals, purchase orders, invoices, contracts, Projects and business transactions conducted under the Lumora Sourcing brand are entered into exclusively with:

Ananta World GmbH
Biberzeltenstrasse 19
8853 Lachen
Switzerland

UID: CHE-372.124.683
Email: contact@lumora-hub.com
Website: www.lumora-hub.com

References in these Terms and Conditions to "Lumora", "we", "our" or "us" shall mean Ananta World GmbH operating under the Lumora Sourcing brand.

2. DEFINITIONS

For the purposes of these Terms and Conditions, the following definitions shall apply:

- **Customer**
"Customer" means any individual, company, legal entity, organization, representative, affiliate or other party requesting, receiving or purchasing products, services, consulting, sourcing, procurement, project management or related activities from Lumora.
- **Supplier**
"Supplier" means any manufacturer, factory, producer, subcontractor, logistics provider, inspection company, service provider, sourcing partner, distributor or business contact identified, introduced, evaluated or recommended by Lumora.
- **Project**
"Project" means any sourcing, procurement, consulting, manufacturing, logistics, quality control, trading or related activity performed by Lumora.
- **Products**
"Products" means any goods, components, materials, equipment, assemblies, systems, prototypes, samples or manufactured items supplied, sourced, procured or coordinated by Lumora.
- **Services**
"Services" means all consulting, sourcing, procurement, supplier evaluation, supplier audits, project management, quality control, logistics coordination, manufacturing support, Factory Acceptance Tests (FAT), inspections, engineering support, import/export coordination and related professional services.

3. SCOPE OF SERVICES

Lumora provides international sourcing, procurement, consulting, trading and project management services.

Depending on the requirements of a Project, Lumora may provide services including product sourcing and procurement, supplier identification and evaluation, supplier audits and assessments, product development support, technical consulting, manufacturing coordination, quality inspections, Factory Acceptance Tests (FAT), packaging coordination, logistics coordination, import and export support, customs documentation support, supply chain management, trading and resale activities, sample management and sustainability advisory services.

The exact scope of Services shall be defined in the applicable quotation, proposal, statement of work, purchase order, project agreement or order confirmation.

No obligations shall exist beyond those expressly agreed in writing.

4. BUSINESS MODELS

Lumora may operate under different commercial models depending on the nature, scope and requirements of a Project.

A Project may involve a combination of different commercial models. The applicable roles, responsibilities and commercial arrangements shall be determined by the relevant contractual documentation and the specific circumstances of the Project.

4.1 Trading Model

Under the Trading Model, Lumora may purchase, procure, import, export, distribute and resell Products to the Customer.

In such cases, Lumora may act as seller, buyer, distributor, importer, exporter, Importer of Record (IOR), procurement partner or in any other commercially appropriate role depending on the structure of the Project and the applicable contractual arrangements.

The applicable role and responsibilities shall be determined by the relevant quotation, order confirmation, project documentation or other contractual documentation.

4.2 Consulting and Sourcing Model

Under the Consulting and Sourcing Model, Lumora provides professional services including supplier identification, supplier qualification, supplier negotiations, procurement consulting, project management, quality management, Factory Acceptance Test (FAT) coordination, inspection coordination and other sourcing-related support services.

Under this model, Lumora does not manufacture Products itself and does not assume responsibility for the operational performance, financial stability, production capacity, regulatory compliance or long-term availability of suppliers.

Supplier performance remains solely the responsibility of the respective supplier.

Unless expressly agreed otherwise in writing, Lumora does not act as a fiduciary, legal representative or authorized agent of the Customer and shall have no authority to legally bind the Customer toward any third party.

Unless expressly agreed otherwise in writing, Lumora shall remain free to provide similar Products, Services or Projects to other customers, including customers operating in the same industry or market sector.

5. CONTRACT FORMATION

Initial consultations, introductory meetings, feasibility assessments, budget estimations and preliminary recommendations are provided on a non-binding basis unless expressly agreed otherwise in writing.

A legally binding agreement between Lumora and the Customer shall be deemed concluded upon the earliest of:

- written acceptance of a quotation or proposal by the Customer;
 - acceptance by email or other written communication;
 - execution of a quotation, proposal, project agreement or other contractual document by the parties;
 - issuance of a purchase order expressly accepted by Lumora;
 - written project authorization by the Customer; or
 - commencement of Services, procurement activities or Project work at the Customer's request.
- Lumora reserves the right to reject any inquiry, Project, order or transaction without providing reasons.

No verbal statements, representations, promises, forecasts or assurances shall be binding unless confirmed in writing by an authorized representative of Lumora.

6. QUOTATIONS

Unless expressly stated otherwise, all quotations are non-binding and subject to confirmation.

Quotations are prepared based on information available at the time of issuance.

Lumora reserves the right to amend, withdraw or revise quotations at any time prior to formal acceptance.

Lumora reserves the right to correct clerical, typographical, calculation, administrative or pricing errors at any time prior to order confirmation.

Quotations are valid only for the period specified therein. If no validity period is stated, quotations shall remain valid for thirty (30) calendar days from the date of issuance.

7. CONSULTING, SOURCING AND PROJECT FEES

Consulting services, sourcing activities, supplier research, supplier evaluations, project management, product development support, supplier audits, Factory Acceptance Tests (FAT), inspections, quality management services and other professional services provided by Lumora are chargeable unless expressly agreed otherwise in writing.

Such services may be provided on a fixed-fee basis, milestone basis, time-and-material basis or in accordance with the applicable quotation, proposal or project agreement.

Unless otherwise agreed in writing, fees for professional services shall remain payable regardless of whether the Customer ultimately proceeds with manufacturing, procurement, purchasing activities or implementation of the Project.

Any deliverables, supplier recommendations, sourcing reports, supplier introductions, market research results, procurement analyses, supplier evaluations, quotations, sourcing concepts or related work product prepared by Lumora shall be deemed professional services and may be invoiced accordingly.

Unless expressly agreed otherwise in writing, payment of professional service fees shall not be contingent upon successful supplier selection, project implementation, order placement, commercial success or completion of any transaction.

Time invested in project preparation, supplier identification, supplier negotiations, technical reviews, feasibility assessments, project coordination and related professional activities shall be compensable where such services have been requested by the Customer.

Lumora reserves the right to require advance payments, retainers, deposits or milestone payments prior to the commencement or continuation of any Project, Service or procurement activity.

8. MINIMUM PROJECT REQUIREMENTS

Lumora reserves the right to establish minimum project values, minimum order quantities, minimum consulting fees and minimum engagement thresholds for specific Products, Services or Projects.

Minimum project values, minimum order quantities, minimum consulting fees and minimum engagement thresholds may vary depending on the Product category, supplier requirements, manufacturing process, destination market, compliance obligations and overall Project complexity.

Projects involving disproportionate administrative, technical, sourcing, compliance, coordination or management efforts may be subject to additional fees or special commercial arrangements.

Lumora reserves the right to decline, suspend or discontinue any inquiry, Project or engagement that is not commercially viable, operationally feasible or reasonably aligned with its business objectives.

9. PRICING, CURRENCY AND PRICE ADJUSTMENTS

Prices may be quoted in CHF, EUR, USD or any other currency specified in the applicable quotation, proposal, order confirmation or invoice.

Unless expressly stated otherwise, all prices are exclusive of Value Added Tax (VAT), sales taxes, import duties, customs charges, regulatory fees, insurance costs, banking charges, currency conversion costs and any other applicable governmental charges, taxes or levies.

All payments shall be made in the invoiced currency unless otherwise agreed in writing.

Quotations and pricing are based on the commercial, regulatory and market conditions existing at the time of issuance.

In the event of material changes affecting costs, including but not limited to changes in raw material prices, supplier pricing, labor costs, energy costs, freight costs, customs duties, exchange rates, regulatory requirements or market conditions, Lumora reserves the right to revise pricing prior to issuance of a binding order confirmation.

Where supplier quotations are issued in a foreign currency, Lumora shall not be responsible for exchange rate fluctuations occurring between quotation issuance and receipt of payment.

Where pricing is based on supplier quotations, such pricing shall remain subject to supplier confirmation, availability and production capacity at the time of order placement.

Extraordinary increases in logistics, transportation, customs, compliance, regulatory or other project-related costs occurring after quotation issuance may be passed through to the Customer to the extent reasonably attributable to the Project.

The Customer shall not be entitled to withhold, offset, deduct or set off any payment against any claim, counterclaim, dispute or alleged defect unless expressly agreed in writing by Lumora or required by applicable mandatory law.

Unless otherwise agreed in writing, prices shall remain subject to final confirmation by Lumora prior to commencement of procurement, production or order placement.

10. PAYMENT TERMS

Unless otherwise agreed in writing, all invoices shall be payable in accordance with the payment terms specified in the applicable quotation, order confirmation, project agreement or invoice.

Depending on the nature of the Project, Lumora may require full payment in advance, milestone payments, deposits, progress payments or other payment arrangements as specified in the applicable commercial documentation.

Production, procurement, material reservation, supplier engagement, manufacturing authorization and order placement shall commence only after receipt of the required payment unless otherwise agreed in writing.

Failure to make payment when due may result in the suspension of Services, procurement activities, production, deliveries, documentation, project work or any other contractual obligations until all outstanding amounts have been paid in full.

Acceptance of any partial payment shall not constitute a waiver of Lumora's right to recover the remaining outstanding balance or to enforce any other rights or remedies available under these Terms and Conditions or applicable law.

Lumora reserves the right to withhold Products, deliverables, reports, documentation, inspection results, shipping documents and other work product until full payment has been received.

All payments shall be made in full, without deduction, withholding, counterclaim, set-off or bank charges unless otherwise required by applicable mandatory law.

All costs arising from payment collection, debt recovery, legal enforcement, banking charges or related actions shall be borne by the Customer to the extent permitted by applicable law.

Late payments may be subject to default interest at the statutory rate applicable under Swiss law.

11. PRODUCTION AND MANUFACTURING

Products supplied, sourced or coordinated by Lumora may be manufactured by third-party manufacturers located in various jurisdictions worldwide.

Unless expressly agreed otherwise in writing, Lumora does not manufacture products itself and shall therefore not be considered the manufacturer of the Products.

Lumora shall exercise reasonable care in selecting, evaluating and coordinating suppliers and manufacturers. However, Lumora does not guarantee:

- productions capacity;
- financial stability
- long-term availability;
- uninterrupted operations;
- future pricing
- future lead times; or
- future business continuity of any supplier.

The Customer acknowledges that international manufacturing involves inherent operational, commercial and technical risks that cannot be entirely eliminated.

Lumora reserves the right to select, appoint, replace or substitute manufacturers, suppliers, subcontractors, production facilities, inspection companies and service providers where reasonably necessary to ensure quality, supply continuity, delivery capability, compliance or commercial viability.

Provided that the agreed functionality, intended purpose and essential specifications of the Products are maintained, such changes shall not constitute a breach of contract and shall not entitle the Customer to reject delivery, cancel an order or claim damages.

12. PRODUCT SPECIFICATIONS, MANUFACTURING TOLERANCES AND QUANTITY VARIATIONS

Product images, renderings, visualizations, prototypes, samples, technical drawings, specifications, mock-ups, marketing materials and other product representations are provided for reference purposes only unless expressly agreed otherwise in writing.

The Customer acknowledges that manufacturing processes, material characteristics, production methods and supplier-specific practices may result in minor variations that do not affect the intended functionality, performance or commercial usability of the Products.

Acceptable variations may include, without limitation:

- colour differences;
- texture variations;
- material variations;
- dimensional tolerances;
- surface finishes;
- weight variations;
- component substitutions;
- packaging variations;
- labelling variations.

Such variations shall not constitute defects and shall not entitle the Customer to reject Products, cancel orders, withhold payment or claim damages.

Unless otherwise agreed in writing, production-related quantity deviations of up to plus or minus ten percent ($\pm 10\%$) shall be deemed commercially acceptable. The Customer shall be invoiced for the actual quantity delivered.

13. SAMPLES, PROTOTYPES AND PRE-PRODUCTION APPROVALS

Lumora may provide samples, prototypes, pre-production units, mock-ups, development units or similar materials upon request and subject to availability.

Unless otherwise agreed in writing, all costs associated with samples, prototypes, inspections, transportation, customs procedures, duties, taxes and related activities shall be borne by the Customer.

Samples may be supplied on a temporary basis and shall remain the property of Lumora or the respective supplier unless expressly agreed otherwise in writing.

Where returnable samples are not returned within the agreed timeframe, Lumora reserves the right to invoice the Customer for the full replacement value of such samples, including any associated transportation or administrative costs.

The Customer is solely responsible for reviewing, verifying and approving all artwork, branding elements, logos, dimensions, specifications, colours, texts, translations, regulatory markings and other production-related information prior to granting production approval.

Approval by the Customer of samples, prototypes, pre-production units, technical drawings, renderings, specifications or other production-related documentation shall constitute authorization to proceed with production.

Any modifications, revisions or changes requested after such approval may result in additional costs, revised lead times, production delays or cancellation of previously agreed delivery schedules, for which Lumora shall not be liable.

14. QUALITY CONTROL, INSPECTIONS AND FACTORY ACCEPTANCE TESTS

Lumora may provide or coordinate quality assurance and quality control services, including supplier audits, production monitoring, pre-production inspections, in-process inspections, pre-shipment inspections, Factory Acceptance Tests (FAT), quality reporting and compliance reviews.

Unless expressly agreed otherwise in writing, inspections shall be conducted on a sampling basis and shall not involve examination of every Product, component or production unit.

Any inspection, audit, test, review or quality assurance activity performed by Lumora or a third-party service provider represents an assessment based on observations made at the time of inspection only and shall not constitute a guarantee of product performance, conformity, fitness for purpose, defect-free production or future product quality.

The Customer acknowledges that manufacturing defects, hidden defects, transportation damage, material deviations, operational failures or other non-conformities may occur despite quality assurance measures, inspections or testing activities.

Inspection reports, audit reports and quality documentation shall be interpreted solely within the scope of the respective inspection or assessment and shall not be construed as warranties or guarantees of any kind.

Acceptance of a Factory Acceptance Test (FAT) shall not relieve the Customer of its obligation to inspect the Products upon delivery and to notify any defects, shortages or non-conformities in accordance with these Terms and Conditions.

15. LOGISTICS, TRANSPORTATION AND FREIGHT COORDINATION

Lumora may coordinate transportation, warehousing, packaging, consolidation, customs documentation, freight forwarding and other logistics-related activities through independent third-party service providers as part of a Project.

Unless expressly agreed otherwise in writing, Lumora acts solely as a coordinator of logistics services.

Lumora is not:

- a freight forwarder;
- a transportation company;
- a carrier;
- a customs broker;
- a warehouse operator;
- a shipping line;
- an airline;
- a logistics provider

Any transportation, warehousing, customs clearance or logistics services performed by third parties shall be subject exclusively to the terms, conditions and liability limitations of the respective service provider.

Lumora shall not be liable for:

- transportation delays;
- lost shipments;
- damaged shipments;
- theft;
- customs holds;
- inspections by authorities;
- carrier errors;
- documentation delays;
- route deviations;
- storage charges;
- demurrage charges;
- detention charges;
- force majeure events affecting logistics providers.

16. PACKAGING, SHIPPING DOCUMENTATION AND TRANSPORT CLAIMS

Lumora may provide recommendations and coordination support regarding packaging methods, labelling requirements, transport documentation, shipping arrangements and related logistics matters.

Unless expressly agreed otherwise in writing, final responsibility for transportation suitability, packaging adequacy and shipment preparation shall remain subject to the applicable Incoterm® 2020 rule and the requirements of the relevant carrier, freight forwarder or logistics provider.

Lumora shall not be liable for claims denied by carriers, insurers or logistics providers due to:

- insufficient packaging;
- inadequate labelling;
- improper handling by third parties;
- transportation-related incidents; or
- carrier-specific exclusions.

The Customer acknowledges that acceptance, rejection or settlement of transportation-related claims remains solely within the discretion of the respective carrier, insurer or logistics service provider.

Transportation insurance shall only be arranged where expressly agreed in writing. Unless such insurance has been arranged, all transportation-related risks shall pass in accordance with the applicable Incoterm® 2020 rule.

Lumora strongly recommends transportation insurance for all international shipments.

17. INCOTERMS®

Unless otherwise agreed in writing, all international shipments shall be governed by the Incoterms® 2020 Rules published by the International Chamber of Commerce (ICC).

The applicable Incoterm® 2020 rule shall be specified in the relevant quotation, order confirmation, purchase order, invoice, shipping documentation or other contractual documentation.

The agreed Incoterm® 2020 rule shall determine, among other things, the allocation of transportation costs, transfer of risk, customs responsibilities, insurance obligations and delivery obligations between the parties.

Where no Incoterm® 2020 rule has been expressly agreed, Lumora reserves the right to determine a commercially reasonable delivery arrangement appropriate to the nature of the Project, Products and destination.



18. IMPORTER OF RECORD (IOR)

Depending on the structure of the Project, Lumora, Ananta World GmbH, the Customer or another designated party may act as Importer of Record (IOR).

Where Ananta World GmbH acts as Importer of Record, the Customer shall provide all information, declarations, certifications, technical documentation, product specifications and approvals reasonably required for lawful importation and regulatory compliance.

Where the Customer acts as Importer of Record, the Customer shall be solely responsible for compliance with all applicable import, customs, regulatory and product-related requirements in the destination country, including obtaining any required permits, registrations, certifications, approvals and authorizations, and for the payment of all applicable duties, taxes, fees and governmental charges.

Lumora does not provide legal, customs, tax or regulatory advice and any information provided by Lumora regarding import requirements shall be considered informational only.

Lumora shall not be liable for customs delays, inspections, product holds, seizures, permit denials, regulatory actions, import restrictions, compliance violations or additional costs arising from incomplete, inaccurate, misleading or untimely information provided by the Customer or other third parties.

19. DELIVERY TIMES

Any lead times, production schedules, manufacturing schedules, transit estimates, delivery schedules or shipping estimates communicated by Lumora are provided in good faith and are estimates only unless expressly guaranteed in writing by an authorized representative of Lumora.

Delivery schedules may be affected by factors beyond Lumora's reasonable control, including manufacturing capacity, labor availability, raw material shortages, supplier performance, transportation disruptions, customs procedures, port congestion, carrier performance, weather conditions, regulatory actions, governmental interventions and Force Majeure events.

Lumora shall use commercially reasonable efforts to coordinate Projects in accordance with the estimated delivery schedule but does not guarantee that any estimated delivery date will be achieved.

Unless expressly agreed otherwise in writing, delays shall not entitle the Customer to cancel orders, reject Products, refuse delivery, withhold payment, claim damages or seek compensation of any kind.

Lumora shall not be liable for any losses, costs or damages arising from missed project deadlines, launch dates, promotional campaigns, events or commercial opportunities resulting from delivery delays.

Time shall not be deemed of the essence unless expressly agreed in a signed written agreement.

20. MANUFACTURER WARRANTY

Unless expressly agreed otherwise in writing, all Products supplied, sourced or coordinated by Lumora are subject exclusively to the warranty terms and conditions of the respective manufacturer, supplier or original equipment manufacturer (OEM).

Lumora does not provide any independent manufacturer warranty, product warranty, performance warranty, durability guarantee, service life guarantee or fitness-for-purpose warranty beyond those expressly agreed in writing.

Any warranty rights available to the Customer shall be limited to those offered by the respective manufacturer or supplier.

Warranty periods, warranty coverage and warranty procedures shall be determined exclusively by the respective manufacturer or supplier and may vary depending on the Product, supplier and jurisdiction.

Upon request, Lumora may assist the Customer in communicating, coordinating and pursuing warranty claims with manufacturers, suppliers or other relevant parties. Such assistance shall be provided on a commercially reasonable efforts basis only.

Lumora does not guarantee the acceptance, approval, successful resolution, repair, replacement or reimbursement of any warranty claim.

Unless otherwise agreed in writing or expressly accepted by the manufacturer, all costs associated with warranty claims, including removal, reinstallation, labor, transportation, customs duties, taxes, testing, inspections, storage, expedited shipping, operational downtime and consequential losses, shall remain the responsibility of the Customer.

21. INSPECTION, CLAIMS AND RETURNS

The Customer shall inspect all Products promptly upon delivery and prior to use, installation, resale or further distribution.

Any visible defects, shortages, transportation damage or other apparent non-conformities must be reported to Lumora in writing within five (5) calendar days following delivery. Hidden defects shall be reported in writing immediately upon discovery and in any event within a reasonable period after they could reasonably have been detected.

The Customer shall take all reasonable steps to preserve evidence of any alleged defect, damage or shortage, including retaining packaging materials, shipping documentation and photographic evidence where applicable.

Failure to provide timely written notice shall constitute irrevocable acceptance of the Products and a waiver of any related claims to the extent permitted by applicable law.

No Product shall be returned without the prior written authorization of Lumora.

Custom-made, project-specific, private-label, customized, made-to-order or specially procured Products are non-returnable and non-refundable unless otherwise agreed in writing or required by mandatory law.

Where a claim is accepted, Lumora may, at its sole discretion and to the extent commercially reasonable, repair the Product, arrange a replacement, issue a credit note, provide a partial refund or facilitate discussions with the respective manufacturer or supplier.

The remedies set forth in this section shall constitute the Customer's exclusive remedies with respect to defective, damaged or non-conforming Products.

22. INTELLECTUAL PROPERTY RIGHTS

Unless expressly agreed otherwise in writing, all quotations, sourcing reports, supplier analyses, supplier databases, sourcing strategies, procurement concepts, calculations, specifications, drawings, renderings, presentations, project documentation, audit reports, inspection reports, quality reports, development work, technical documentation and other materials, information or work product prepared, developed or provided by Lumora shall remain the exclusive intellectual property of Lumora.

The Customer shall not reproduce, distribute, disclose, transfer, publish, license, sell or otherwise use such materials beyond the purpose for which they were provided without Lumora's prior written consent.



Any transfer of ownership, intellectual property rights or usage rights shall occur only to the extent expressly agreed in writing and only after full payment of all outstanding amounts.

Unless expressly agreed otherwise in writing, no intellectual property rights arising from product development, sourcing concepts, design adaptations, technical recommendations, supplier evaluations, sourcing methodologies or procurement strategies shall transfer to the Customer.

The Customer represents and warrants that all trademarks, logos, designs, drawings, specifications, documentation, content and other intellectual property provided to Lumora may lawfully be used for the requested Project and do not infringe the rights of any third party.

Lumora shall not be responsible for verifying the validity, ownership, registrability or enforceability of any intellectual property, trademark, design, copyright or other proprietary right provided by the Customer.

The Customer shall indemnify, defend and hold harmless Lumora, Ananta World GmbH and their directors, officers, employees, contractors and partners from and against any claims, liabilities, damages, losses, costs and expenses arising from the use, manufacture, distribution or supply of materials, designs, specifications or instructions provided by the Customer.

23. CONFIDENTIALITY

Each party shall keep confidential and shall not disclose to any third party any non-public commercial, financial, technical, operational, strategic or business information received from the other party in connection with a Project, transaction or business relationship.

Confidential Information includes, without limitation, supplier information, manufacturer identities, pricing structures, sourcing strategies, procurement methodologies, technical specifications, project documentation, quotations, business plans, commercial arrangements, customer information and operational processes.

The Customer acknowledges that supplier identities, supplier contact details, sourcing networks, supplier quotations and supplier-related information introduced or disclosed by Lumora constitute Confidential Information of particular commercial value.

Neither party shall disclose Confidential Information except to its employees, contractors, professional advisors, affiliates or service providers who have a legitimate need to know such information for the purposes of Project execution, legal compliance or contractual performance and who are subject to appropriate confidentiality obligations.

The confidentiality obligations contained in this section shall not apply to information that:

- is publicly available through no fault of the receiving party;
- was lawfully known to the receiving party prior to disclosure;
- is lawfully obtained from an independent third party; or
- is required to be disclosed by law, regulation or court order.

The confidentiality obligations contained herein shall survive termination of the business relationship and shall remain in force for a period of five (5) years following completion of the last Project.

24. REFERENCE PROJECTS AND MARKETING RIGHTS

Unless the Customer has requested confidentiality in writing prior to commencement of the Project, Lumora may reference completed Projects, Products, collaborations and business relationships for marketing, portfolio, reference, business development and promotional purposes.

Such references may include the Customer's name, company logo, general Project description, non-confidential photographs and publicly available information, provided that no Confidential Information or proprietary information is disclosed.

Where the Customer has requested confidentiality in writing prior to commencement of the Project, Lumora shall not use the Customer's name, logo or Project details for marketing or promotional purposes without the Customer's prior written consent.

The Customer may revoke such permission at any time upon reasonable written notice, provided that Lumora shall not be required to withdraw, modify or remove materials already published, distributed or produced prior to receipt of such notice.

25. NON-CIRCUMVENTION

The Customer acknowledges that Lumora invests substantial time, expertise, resources and commercial effort in identifying, evaluating, qualifying, developing and maintaining relationships with manufacturers, suppliers, logistics providers, inspection companies and other business partners.

Accordingly, during the business relationship and for a period of thirty-six (36) months following completion of the last Project, the Customer shall not, directly or indirectly:

- bypass or circumvent Lumora;
- engage, contract with or purchase from suppliers introduced by Lumora;
- place orders directly with suppliers introduced by Lumora;
- negotiate directly with suppliers introduced by Lumora for substantially similar Products or Services;
- utilize supplier information obtained through Lumora for independent sourcing, procurement or purchasing activities;
- establish business relationships with suppliers, manufacturers, logistics providers, inspection companies or other business contacts introduced by Lumora without Lumora's prior written consent.

For the avoidance of doubt, the use of intermediaries, affiliates, related parties, agents, consultants, distributors or other third parties for the purpose of engaging suppliers introduced by Lumora shall constitute a breach of this section.

Any supplier, manufacturer, logistics provider, inspection company or business contact identified, introduced, disclosed or made available by Lumora shall be deemed introduced by Lumora unless the Customer can demonstrate a documented pre-existing relationship that predates Lumora's involvement.

The Customer acknowledges that the restrictions contained in this section are reasonable and necessary to protect Lumora's legitimate business interests, supplier network, sourcing investments and confidential commercial information.

In the event of a breach of this section, Lumora shall be entitled to recover all direct and indirect damages, lost commissions, lost margins, lost profits, lost business opportunities, legal fees, enforcement costs and all other losses arising from such breach to the fullest extent permitted by applicable law.

The rights and remedies contained in this section shall be cumulative and shall not limit any other rights or remedies available to Lumora under applicable law.

26. SUPPLIER DISCLAIMER

Lumora shall exercise commercially reasonable care in identifying, evaluating and recommending suppliers, manufacturers and other service providers.

Any supplier recommendation, supplier introduction, supplier evaluation or sourcing recommendation provided by Lumora is based on information reasonably available at the relevant time and constitutes a professional assessment only.

The Customer remains responsible for its own commercial decisions and for determining whether a recommended supplier, manufacturer or service provider is suitable for its intended purpose and business requirements.

Unless expressly agreed otherwise in writing, Lumora does not guarantee the solvency, financial stability, operational continuity, production capacity, delivery performance, regulatory compliance, future pricing, product quality or future performance of any supplier, manufacturer or other third party.

The Customer acknowledges that suppliers, manufacturers and other third parties operate independently of Lumora and that their circumstances, capabilities, business practices and performance may change at any time.

Accordingly, Lumora shall not be liable for losses, damages, delays, defects, interruptions or other consequences arising from the acts, omissions or future conduct of suppliers, manufacturers or other independent third parties.

27. NO SUCCESS GUARANTEE

Lumora provides sourcing, procurement, consulting, project management and related professional services on a commercially reasonable efforts basis.

Unless expressly agreed otherwise in writing, Lumora does not guarantee any particular commercial, financial or business outcome, including market acceptance, sales performance, profitability, revenue generation, return on investment, customer acquisition or other business results.

The Customer acknowledges that all commercial decisions, business strategies, product launches, market positioning and business outcomes remain solely the responsibility of the Customer.

Any forecasts, estimates, projections, recommendations or opinions provided by Lumora are based on information available at the relevant time and shall not be construed as guarantees, commitments or assurances of future performance.

28. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, Lumora's total aggregate liability arising out of or relating to any Project, transaction, Product, Service or agreement shall not exceed the total amount actually paid by the Customer to Lumora for the specific Project giving rise to the claim.

Under no circumstances shall Lumora be liable for:

- loss of profit;
- loss of revenue;
- loss of anticipated savings;
- production downtime;
- interruption of operations;
- reputational damage;
- loss of contracts;
- loss of business opportunities;
- indirect damages;
- consequential damages;
- incidental damages;
- special damages;
- punitive damages; or
- third-party claims.

The foregoing limitations and exclusions shall apply regardless of the legal basis of the claim, whether arising in contract, tort, negligence, statutory liability or otherwise, and regardless of whether Lumora has been advised of the possibility of such damages.

Nothing in these Terms and Conditions shall exclude or limit any liability that cannot be excluded or limited under applicable mandatory law.

29. THIRD-PARTY LIABILITY EXCLUSION

Many Projects involve the participation of independent third parties, including suppliers, manufacturers, subcontractors, inspection companies, testing laboratories, logistics providers, customs brokers, freight forwarders, carriers, certification bodies and governmental authorities.

Unless expressly agreed otherwise in writing, Lumora shall not be liable for the acts, omissions, delays, errors, defaults, failures or performance of any independent third party involved in a Project.

Any claim relating to the products, services, conduct or performance of such third parties shall, to the extent legally permissible, be directed against the respective third party.

Where reasonably requested by the Customer, Lumora may assist in communicating with the relevant third party, provided that such assistance shall not constitute an assumption of liability or responsibility by Lumora.

Nothing in this section shall be construed as creating any agency, partnership, joint venture or employment relationship between Lumora and any independent third party.

30. FORCE MAJEURE

Lumora shall not be liable for any delay, interruption, suspension or failure in performance resulting from circumstances beyond its reasonable control.

Force Majeure events include, without limitation:

- natural disasters;
- earthquakes;
- floods;
- fires;
- pandemics;
- epidemics;
- war;
- terrorism;
- civil unrest;
- strikes;
- labor disputes;
- energy shortages;
- raw material shortages;
- supply chain disruptions;
- transportation disruptions;
- container shortages;
- port congestion;
- customs delays;
- customs inspections;
- sanctions;
- embargoes;
- cyber attacks;
- governmental actions;
- regulatory changes;
- telecommunications failures;
- internet outages; and
- acts or omissions of independent third parties.

Delays, interruptions or failures caused by Force Majeure events shall not entitle the Customer to cancel orders, withhold payment, reject Products or claim damages unless otherwise required by applicable mandatory law.

Where a Force Majeure event occurs, Lumora's affected obligations shall be suspended for the duration of the Force Majeure event and for such additional period as may reasonably be required to resume normal operations.

Lumora shall use commercially reasonable efforts to mitigate the effects of any Force Majeure event but shall not be required to incur unreasonable costs or assume additional obligations in doing so.

31. COMPLIANCE, EXPORT CONTROLS AND SANCTIONS

The Customer shall comply with all applicable laws, regulations, export controls, sanctions regimes, customs requirements and compliance obligations applicable to the Products, Services and Projects.

The Customer represents and warrants that Products supplied, sourced, procured or coordinated through Lumora shall not be used, exported, re-exported, transferred, sold or otherwise made available in violation of any applicable export control regulations, sanctions laws, embargoes, anti-corruption laws, anti-money laundering requirements, customs regulations or international trade restrictions.

The Customer shall be solely responsible for determining whether any Product is subject to import, export, re-export, licensing, registration, reporting or other regulatory requirements in the relevant jurisdiction.

Lumora reserves the right, at any time and without liability, to suspend, reject, refuse, delay or terminate any inquiry, Project, transaction, shipment or business relationship that may expose Lumora, Ananta World GmbH, suppliers, partners or service providers to legal, regulatory, compliance or reputational risks.

Where required for compliance purposes, Lumora reserves the right to conduct customer, transaction, supplier or end-use screening and verification procedures.

The Customer shall promptly provide any information, declarations, certifications or documentation reasonably requested by Lumora for compliance, due diligence, sanctions screening or regulatory purposes.

32. SUSTAINABILITY AND RESPONSIBLE SOURCING

Lumora supports responsible sourcing practices and seeks to work with suppliers, manufacturers and service providers that operate in accordance with applicable environmental, social, ethical and governance standards.

Where commercially reasonable and operationally feasible, supplier selection and sourcing decisions may take into consideration factors such as environmental performance, resource efficiency, responsible labor practices, occupational health and safety, ethical business conduct and supply chain transparency.

Lumora may assist Customers in identifying products, materials, suppliers or sourcing solutions that support specific sustainability objectives or procurement requirements.

Unless expressly agreed otherwise in writing, Lumora does not warrant, certify or guarantee compliance with any specific sustainability framework, environmental standard, certification scheme, ESG requirement, social responsibility program or regulatory obligation.

Any sustainability-related information, certifications, declarations or claims provided by suppliers, manufacturers or other third parties shall be deemed to originate from the respective third party, and Lumora shall not be responsible for independently verifying their accuracy, completeness or ongoing validity.

The Customer acknowledges that sustainability requirements, certification standards and regulatory expectations may vary between jurisdictions, industries, suppliers and Products and may change over time.

33. DATA PROTECTION

Lumora shall process personal data in accordance with applicable data protection laws, including, where applicable, the Swiss Federal Act on Data Protection (FADP), the European Union General Data Protection Regulation (GDPR) and other applicable privacy regulations.

The Customer acknowledges and agrees that personal data, business contact information and other project-related information may be collected, processed, stored, transferred and disclosed to the extent reasonably necessary for Project execution, supplier management, logistics coordination, compliance purposes, contractual performance, legal obligations and legitimate business operations.

Where required for the performance of a Project, such information may be shared with suppliers, manufacturers, logistics providers, inspection companies, professional advisors, authorities or other third parties involved in the Project, including parties located outside Switzerland or the European Economic Area.

The Customer shall ensure that it has obtained all necessary consents, authorizations or other legal bases required for the transfer of personal data to Lumora and for its use in connection with the relevant Project.

Each party shall remain responsible for ensuring that any personal data provided to the other party has been collected, processed and disclosed in accordance with applicable data protection laws.

Additional information regarding the processing of personal data is set forth in Lumora's Privacy Policy, as amended from time to time.

34. TERMINATION

Lumora reserves the right to suspend or terminate any Project, Service, transaction or business relationship, in whole or in part, with immediate effect where:

- payment obligations are not fulfilled when due;
- the Customer provides incomplete, inaccurate or misleading information;
- the Customer breaches these Terms and Conditions;
- the Customer violates applicable laws, regulations or compliance requirements;
- the Customer breaches confidentiality or non-circumvention obligations;
- continuation of the Project would expose Lumora, its suppliers, partners or service providers to commercial, legal, regulatory, compliance or reputational risks; or
- termination is otherwise reasonably necessary to protect Lumora's legitimate business interests.

Termination or suspension shall not affect any rights, obligations, claims or liabilities accrued prior to the effective date of termination.

All fees, costs, expenses, supplier commitments, deposits, third-party charges, work performed and other amounts incurred or committed prior to termination shall remain payable by the Customer.

Where termination occurs after procurement, production, supplier engagement, material reservation or order placement has commenced, the Customer shall remain responsible for all non-cancellable costs, liabilities and commitments incurred in connection with the Project.

Unless expressly agreed otherwise in writing, termination of a Project shall not entitle the Customer to any refund of consulting fees, sourcing fees, project management fees or other professional service fees already earned by Lumora.

35. GOVERNING LAW AND JURISDICTION

These Terms and Conditions and any contractual relationship between the Customer and Lumora shall be governed exclusively by the substantive laws of Switzerland, excluding its conflict of law rules and excluding the application of international conventions.

Relationships between the Customer and independent suppliers, manufacturers, logistics providers, inspection companies or other third parties may be subject to separate agreements and different applicable laws.

The exclusive place of jurisdiction for all disputes arising out of or in connection with these Terms and Conditions, any Project, Product, Service or business relationship with Lumora shall be Lachen, Canton Schwyz, Switzerland.

Notwithstanding the foregoing, Lumora reserves the right to initiate proceedings against the Customer before any other competent court or authority where permitted by applicable law.

36. LANGUAGE

These Terms and Conditions may be translated into other languages for convenience purposes only.

In the event of any discrepancy, inconsistency, ambiguity or conflict between different language versions, the English version shall prevail and be controlling.

37. SEVERABILITY

If any provision of these Terms and Conditions is held to be invalid, illegal, unenforceable or ineffective in whole or in part, the validity, legality, enforceability and effectiveness of the remaining provisions shall not be affected or impaired.

Any invalid, illegal, unenforceable or ineffective provision shall, to the extent permitted by applicable law, be replaced by a valid and enforceable provision that most closely reflects the original commercial intent of the parties.

38. ENTIRE AGREEMENT

These Terms and Conditions, together with any applicable quotation, proposal, order confirmation, project agreement, purchase order expressly accepted by Lumora, invoice and any other written agreement between the parties, constitute the entire agreement between the parties with respect to the relevant Project, Product, Service or business relationship.

They supersede all prior discussions, negotiations, correspondence, representations, proposals, understandings and agreements, whether oral or written, relating to the same subject matter.

The Customer acknowledges that it has not relied upon any statement, representation, promise, forecast, estimate or assurance not expressly set forth in the applicable contractual documentation.

39. AMENDMENTS

No amendment, modification, waiver or variation of any Project, agreement or these Terms and Conditions shall be valid unless made in writing and expressly agreed by the parties.

The failure of either party to enforce any provision of these Terms and Conditions shall not constitute a waiver of that provision or of any other rights or remedies.

Lumora reserves the right to amend or update these Terms and Conditions from time to time. The version in effect at the time of the relevant quotation, order confirmation, Project commencement or transaction shall apply unless otherwise agreed in writing.

40. EFFECTIVE DATE

These Terms and Conditions shall become effective on the Effective Date stated at the beginning of this document and shall remain in force until amended, replaced or withdrawn by Lumora.

These Terms and Conditions supersede and replace all previous versions issued by Lumora with effect from the Effective Date.

Version 1.0

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