

Terms & Conditions

Effective as of December, 2020

OVERVIEW

This website is operated by Horizon Fuel Cell Europe, s.r.o. Throughout the site, the terms “we”, “us” and “our” refer to Horizon Fuel Cell Europe, s.r.o. Horizon Fuel Cell Europe, s.r.o. offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms & Conditions apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content.

Please read these Terms & Conditions carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms & Conditions. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms & Conditions are considered an offer, acceptance is expressly limited to these Terms & Conditions.

Any new features or tools which are added to the current store shall also be subject to the Terms & Conditions. You can review the most current version of the Terms & Conditions at any time on this page. We reserve the right to update, change or replace any part of these Terms & Conditions by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

SECTION 1 - ONLINE STORE TERMS

By agreeing to these Terms & Conditions, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

SECTION 2 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

SECTION 5 – PRICE, TERMS OF PAYMENT, DELIVERY AND WARRANTY

For any products purchased from www.horizoneducational.com, the prices listed on the “Checkout” page will be the prices in force at the time of purchase. The price will include the Sales tax charge, if applicable, at the official rate in effect on the day of purchase.

Horizon Fuel Cell Americas, Inc. is legally obliged to implement sales tax increases in all prices on www.horizoneducational.com. Horizon Fuel Cell Americas, Inc. also reserves the right to change prices for products listed on the www.horizoneducational.com, particularly in case of changes in economic conditions (changes in the exchange rate, changes in supplier prices, etc.)

Horizon Fuel Cell Americas, Inc. reserves the right to change prices quoted on www.horizoneducational.com if the prices are incorrect or requiring changes. If the Buyer has already begun the payment process when these changes occur they will be entitled to re-confirm their purchase at the amended price. If the Buyer is unwilling to pay the new price, Horizon Fuel Cell Americas, Inc. reserves the right to cancel the order.

Payment Terms

The Seller shall issue an invoice based on the Buyer's order, which will be delivered to the Buyer's Address specified in the order. Horizon Fuel Cell Americas, Inc. provide the following payment options: Payment by PayPal and payment by Bank transfer.

The customer agrees to get the payment receipt electronically via email.

The transition of ownership

Goods remain the property of Horizon Fuel Cell Americas, Inc. until full payment of the purchase price is received. If the Buyer pays purchase after receipt of the goods, title will not be transferred until the moment of payment. If the Buyer has paid in full then upon receipt of the goods by the Buyer, or an authorized representative of the Buyer, the ownership is transferred to the Buyer. The Buyer confirms receipt of the goods by signing the delivery note.

Delivery of goods

Within the Incoterms 2010 we are using DAP – Delivery at Place. Incoterms 2010 defines DAP as 'Delivered at Place' – the seller delivers when the goods are placed at the disposal of the buyer on the arriving means of transport ready for unloading at the named place of destination. Under DAP terms, the risk passes from seller to buyer from the point of destination mentioned in the contract of delivery.

Once goods are ready for shipment, the necessary packing is carried out by the seller at his own cost, so that the goods reach their final destination safely. All necessary legal formalities in the exporting country are completed by the seller at his own cost and risk to clear the goods for export.

After arrival of the goods in the country of destination, the customs clearance in the importing country needs to be completed by the buyer, e.g. import permit, documents required by customs and etc., including all customs duties and taxes.

Under DAP terms, all carriage expenses with any terminal expenses are paid by seller up to the agreed destination point. The necessary unloading cost at final destination has to be borne by buyer under DAP terms.

The courier delivery services company (FedEx, DHL, UPS or US Post) is responsible for the delivery of products ordered from Horizon Fuel Cell Americas, Inc.

Unless otherwise specified by a written agreement between the Buyer and the Seller, all quoted delivery times should be regarded as estimates, only.

Damage to goods during the delivery process is the responsibility of the courier delivery service company (FedEx, DHL, UPS or US Post) and any claim should be made within 24 hours of receipt. Replacement products will only be provided by Horizon Fuel Cell Americas, Inc. once the Buyer has provided proof that a claim has been made.

Risk of Loss

All items purchased from www.horizoneducational.com are made pursuant to a shipment contract. The risk of loss and title for such items pass to you upon our delivery to the carrier.

Warranty and Warranty Period

Prior to dispatch, Horizon Fuel Cell Americas, Inc. will make sure that all products purchased by the Buyer are fully functional, include all required components and appear as described. Specifications and content of products purchased by the Buyer will conform to the product information provided on www.horizoneducational.com. The products must be used and stored as described in the user manual.

All Horizon Fuel Cell Americas, Inc. products purchased from www.horizoneducational.com come with a 12 months guarantee from purchase date. Any warranty claim must include the original invoice. Details on operating conditions can be found in the user manual.

If a claim is made within the warrantee period, Horizon will either fix or replace the product or faulty part after the customer has had consultation with the Horizon Support Department and it is deemed that the malfunction cannot be rectified on-site using email support. All charges pertaining to the fuel cell products not covered under this warranty shall be the responsibility of the purchaser.

Horizon will not service the products on-site. In the eventuality that the products will need to be fixed by our technical team the products must be shipped to us in Horizon and the customer must follow the shipping instructions specifically.

The warranty does not cover equipment which has been damaged due to misuse, abuse, or accident inclusive but not confined to:

- use of 3rd party accessories
- attempt, under any circumstance, to disassemble or inappropriately tamper with the products
- failure to follow the operating instructions that are provided by Horizon Fuel Cell Americas Inc.
- improper or unauthorized repair
- fire, flood, "acts of God," or other contingencies beyond the control of Horizon Fuel Cell Americas Inc.

Warranty claims will be invalidated if the Buyer uses a product contrary for a purpose other than that specified in the accompanying manuals or otherwise use the product in a way not recommended by Horizon Fuel Cell Americas, Inc.

Receipt of a product returned to Horizon Fuel Cell Americas, Inc. as a warranty claim does not, by itself, mean that Horizon Fuel Cell Americas, Inc. acknowledges the validity of the claim.

Customers can get service by emailing us at support@horizoneducational.com. Your enquiry will be dealt with as soon as possible.

There are no other warranties or representations by Horizon Fuel Cell Americas Inc. of any kind, expressed or implied, and no such warranties shall be implied by law. These warranties do not cover any labor charges including but not limited to the cost of removal or installation. Except as to any liability which may be established under the limited warranty and remedy set forth above, Horizon expressly disclaims any liability under any theory of law, including, but not limited to, direct, indirect, special, incidental, or consequential damages of any nature, negligence and strict liability in tort. In no event shall Horizon be liable for injury to any person for any claim of damage.

SECTION 6 - PRODUCTS

Certain products may be available exclusively online through the website. These products may have limited quantities and are subject to return or exchange only according to our Return Policy (SECTION 19).

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

Brochures and Documents

Photos and texts accompanying the offer or listed in catalogs, brochures and other business documents are for information only and do not constitute any obligation on the part of the Seller to deliver identical goods, unless the Parties agree otherwise in writing. The Seller reserves the right to continuously modify its marketing and presentation materials with the aim of improving the service provided to customers.

The use of products

All equipment, products, tools and appliances supplied by the Seller are intended solely for the purposes specified in the instruction manual. The Seller is not liable for product defects or damage caused during their use for purposes other than the purposes specified in the instruction manual. Persons using the products of the Seller are responsible for the products in accordance with health and safety guidelines and other regulations.

SECTION 7 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our Return Policy (SECTION 19).

SECTION 8 - OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms & Conditions.

SECTION 9 - THIRD-PARTY LINKS

Certain content, like products and materials available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 10 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms & Conditions.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

SECTION 11 - PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy.

SECTION 12 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

SECTION 13 - PROHIBITED USES

In addition to other prohibitions as set forth in the Terms & Conditions, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

SECTION 14 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Horizon Fuel Cell Americas, Inc., our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SECTION 15 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless Horizon Fuel Cell Americas, Inc. and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or

demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms & Conditions or the documents they incorporate by reference, or your violation of any law or the a third-party.

SECTION 16 - THE RIGHTS TO INTANGIBLE ASSETS

The Seller owns all copyrights and intellectual property rights to all accompanying documentation, including but not limited to: Instructions for use, curriculum, software and videos. The Buyer agrees not to distribute, modify or publish Horizon Fuel Cell Europe, s.r.o.' intangible assets without the prior written consent of the Seller.

Confidentiality

You agree not to disclose information you obtain from us and or from our clients, advertisers and suppliers. All information submitted to by an end-user customer pursuant to a program is proprietary information of Horizon Fuel Cell Europe, s.r.o. Such customer information is confidential and may not be disclosed. Publisher agrees not to reproduce, disseminate, sell, distribute or commercially exploit any such proprietary information in any manner.

SECTION 17 - FRAUD

Fraudulent activities are highly monitored in Horizon Fuel Cell Europe, s.r.o. and if fraud is detected Horizon Fuel Cell Europe, s.r.o. shall resort al remedies available to us, and you shall be responsible for all costs and legal fees arising from these fraudulent activities.

SECTION 18 - SEVERABILITY

In the event that any provision of these Terms & Conditions is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms & Conditions, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 19 – WITHDRAWAL FROM THE CONTRACT (RETURN POLICY)

You can withdraw from a purchase contract within 14 days of the day of acceptance of the goods; if a delivery is split into several parts, from the day of acceptance of the last delivery. We recommend sending notification of withdrawal from a purchase contract to our delivery address or e-mail address. We will confirm the receipt of notification to you without undue delay.

You do not have to give reasons for withdrawal from the contract in any way.

Withdrawal from a contract renders the contract null and void and it is regarded as never having been concluded.

If you were provided with a gift together with the goods with your consent, the contract of gift terminates upon withdrawal from the contract by either of the parties. Send the gift back to us together with the returned goods.

It is not possible to withdraw from the following contracts, inter alia:

- On the delivery of goods that were adjusted in accordance with your wishes or for your person;
- On the delivery of goods sealed in packaging that you removed from the packaging and cannot be returned for hygiene reasons.

You are obligated to return the goods to us within 14 days of withdrawal from the contract to the address of our registered office. Do not send the goods cash on delivery. We are not obligated to accept goods sent cash on delivery.

We recommend the following be attached to returned goods:

- A copy of the delivery bill and invoice, if the documents were issued, or another document proving purchase of the goods;
- A written statement of withdrawal from the contract and the chosen method of returning the money (transfer to account, personal acceptance of cash, postal order or otherwise). In the statement specify your address for delivery, telephone number and e-mail address.

The non-submission of one of the aforementioned documents does not prevent the positive handling of your withdrawal from a contract in accordance with the statutory conditions.

We will return all funds received minus the shipping and handling cost (Insurance, Custom clearance cost on the way back) within 14 days after receiving returned product. We only accept complete undamaged product in original packaging.

We will return the money to you:

- In the same way that we accepted it; or
- In the way you request.

In addition to the aforementioned methods, we can always return money by sending it to a bank account you state or the account from which the money was paid to settle the purchase price (if you do not notify us of another account within ten days of withdrawal from the contract). By accepting these Terms & Conditions you express your consent to sending funds in accordance with the previous sentence under the condition that no other costs are incurred by you in this manner.

You pay the costs related to sending returned goods to your address also in the event that the goods cannot be returned given their nature in the usual postal way.

We reserve the right to withdraw from a contract in the following cases:

- Due to a technical error a quite evidently incorrect price for goods was stated at the web interface;
- The goods cannot be supplied under the original conditions for objective causes (primarily because the goods are no longer produced, a supplier stopped making deliveries to the United States of America, etc.);
- Performance becomes objectively impossible or unlawful.

In the event that one of the aforementioned circumstances occurs, we will promptly inform you of our withdrawal from the contract. Withdrawal is effective regarding you at the moment it is delivered to you.

SECTION 20 - ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms & Conditions shall not constitute a waiver of such right or provision.

These Terms & Conditions and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms & Conditions).

Any ambiguities in the interpretation of these Terms & Conditions shall not be construed against the drafting party.

SECTION 21 - GOVERNING LAW

These Terms & Conditions and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Los Angeles, CA, United States.

SECTION 22 - CHANGES TO TERMS & CONDITIONS

You can review the most current version of the Terms & Conditions at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms & Conditions by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms & Conditions constitutes acceptance of those changes.

SECTION 23 - CONTACT INFORMATION

For more information about our Terms & Conditions, if you have questions, or if you would like to make a complaint, please contact us by e-mail at hello@horizoneducational.com, by phone on +1 (424) 200-7791 or by mail using the details provided below:

Horizon Fuel Cell Americas, Inc.

1001 Wilshire Boulevard #1099

Los Angeles, CA 90017

United States

