LEGAL

Customer Sourcing Terms

Version 1, 26 November 2026

1. Parties and scope

These terms apply between Honr, Inc. d/b/a SupplyChat, 1111b S Governors Avenue, STE 25649, Dover, DE 19904, United States, operating from Berlin ("we", "us"), and the business that accepts them ("you"), for every request, quote and order for goods and related services through SupplyChat. We work only for businesses acting in their trade or profession, not for consumers; by accepting you confirm this and give your VAT ID. Your own terms do not apply, even if we do not object to them. If you and we have signed a separate contract for the same goods or services, that contract prevails.

2. Our role

We sell the goods and services to you in our own name. The manufacturers and other suppliers we engage act for us; your contract is with us only. We may decline any request.

3. Requests, quotes and orders

(a) A request from you is not yet an order. Our quote is made in text form and states the goods, the specification it is based on, the quantity, the price and currency, the Incoterm, the estimated delivery date and the payment schedule. Unless the quote says otherwise, it is valid for 14 days.
(b) A contract comes into existence when you accept the quote (your purchase order or an email is enough) and we confirm the order in text form. Each confirmed order is a separate contract under these terms.
(c) Changes to a confirmed order need text form. If a change affects price or dates, we quote the effect first; the change applies once you accept it.

4. Price and payment

(a) Prices are as in the order confirmation, plus VAT where applicable. Freight, insurance, duties and import taxes are included only where the quote or the Incoterm says so.
(b) Unless the quote states a different schedule, payment is 100% in advance. We place the order with the supplier after the payment due for that step has arrived; delivery dates run from then.
(c) If you pay late, we may charge statutory default interest and may postpone further steps until payment arrives. Transfer charges on your side are yours.

5. Delivery

(a) Delivery dates are estimates unless we confirm a date in writing as fixed. If we expect a delay, we tell you without undue delay with the reason and a new estimated date.
(b) If a date we confirmed as fixed is missed by more than 30 days for reasons within our control, you may cancel the affected part of the order and receive back what you paid for it.
(c) Delivery terms follow the Incoterm (Incoterms 2020) in the order confirmation. Unless it says otherwise, you are the importer of record and bear import duties and taxes.
(d) We are not responsible for delays caused by events outside our control, such as natural events, epidemics, official measures, export or import restrictions, or disruption of transport. If such an

event lasts more than 60 days, either party may cancel the affected part of the order; we refund what you paid for it, less supplier costs already incurred and shown to you.

6. Your specifications

You are responsible for your specifications, drawings and requirements being complete and correct. We source to the specification in the order confirmation. You confirm that you may share them with us and our suppliers for the order, and that goods made to them do not infringe third-party rights; you hold us harmless against third-party claims arising from goods made to your specification, unless we caused the infringement. You grant us and our suppliers the right to use your specifications for your requests and orders only. Tooling paid for by you belongs to you if the quote says so.

7. Inspection and defects

(a) You inspect the goods without undue delay after receipt and notify us in text form of visible defects within 8 business days of receipt, and of hidden defects within 8 business days of discovery. Goods are deemed accepted for defects not notified in time.
(b) For defects notified in time we choose to repair, replace or reduce the price. If repair or replacement fails or is refused, you may cancel the affected part of the order.
(c) Claims for defects expire 12 months after delivery, except in cases of intent, gross negligence or injury. If the supplier gives a longer warranty, we pass it on to you.
(d) Inspection before shipment is included only where the quote says so.

8. Liability

(a) We are liable without limit for damage caused intentionally or by gross negligence, for injury to life, body or health, and under mandatory product liability law.
(b) In all other cases our total liability for each order, on any legal ground, is limited to the price paid for that order. We are not liable for indirect or consequential loss, in particular lost profit, production downtime, or costs of recalls, rework at your customers, tooling or other orders.
(c) The limits in this clause also apply to the personal liability of our staff and of the suppliers acting for us.

9. Suppliers we name

We may keep the identity of our suppliers confidential. If we name a supplier to you for a request or an order, you do not order the same or similar goods from that supplier without us for 12 months after our last quote involving that supplier, unless you can show that you were already dealing with that supplier before we named it.

10. Confidentiality

The Customer Mutual NDA (version 1) governs confidential information between you and us, including when we share your specifications with suppliers. If you and we have signed a separate non-disclosure agreement, that one applies instead.

11. Export control and sanctions

We do not source for military, defense or state-security end use, or for any person, country or end use covered by applicable sanctions or export restrictions. On request you tell us the end use and end user. If an order would breach these rules, we may cancel it and refund what you paid, less supplier costs already incurred and shown to you.

12. References

We name you as a customer, or show your logo, only with your separate consent. You can withdraw it at any time.

13. Personal data

We process the names and contact details of your contact persons only to deal with your requests and orders, as described in the privacy notice at https://www.supplychat.ai/privacy.

14. Law and venue

These terms and each order are governed by Swiss law, excluding the UN Convention on Contracts for the International Sale of Goods and Swiss conflict-of-law rules. Exclusive place of jurisdiction is Zurich, Switzerland.

15. Form and changes

These terms, the order confirmation and the documents it names are the whole agreement for an order. Changes need text form (email is enough). We send you these terms as a PDF when you accept them. A new version of these terms applies only to orders confirmed after you have accepted it.