

Product Repair Services

Terms and Conditions

Version 2024-04-22

APPLICABLE TERMS

These Terms govern the additional repair services of certain Product's hardware provided by Photoneo. Provision of Software and other services are governed by valid Photoneo General Terms and Conditions. Any applicable addenda to these Terms, including support agreement, orders, order confirmations issued by Photoneo, and/or Photoneo's (price) quotation form the Parties' final agreement. In the event of a conflict between these documents, precedence shall apply in accordance with the following order: service agreement, order confirmations, these Terms, quotation, orders. Photoneo's quotation or order confirmation is conditioned by Customer's acceptance of these Terms. Any additional or conflicting terms in Customer's initial request, specifications, order or any other written or oral communication are not binding on Photoneo unless separately signed by Photoneo. Photoneo's failure to object to Customer's additional or conflicting terms does not operate as a waiver of any terms contained in these Terms. Photoneo reserves the right to set out its contractual relationship by way of derogation from these Terms.

1 Definitions and Interpretation

1.1 In this Agreement the following definitions shall have the following meanings:

Accessories - additional equipment which is not fixed to the Products enabling or supporting the use of a Product (e.g. cables, calibration objects etc.);

Agent - means any individual, including a director, an officer, or an independent contractor, authorized to act on behalf of Photoneo.

Agreement - any applicable addenda to these Terms, including support agreement, order, order confirmation issued by Photoneo, and Photoneo's (price) quotation, any End-User License for the Software (if applicable), form the Parties' final agreement;

Business Day means any day in which normal business operations are conducted, generally considered to be Monday through Friday from 9 a.m. to 5 p.m. excluding weekends and public holidays in Slovakia;

Customer - the legal entity which owns Product's hardware (i.e., excluding consumers);

Commercial Code - the Act no. 513/1991 Coll. Commercial Code as amended;

Confidential Information - all information relating to either Photoneo or Customer (including but not limited to information in respect of the Services (or any of them)) which might fairly be considered to be of a confidential nature;

Documentation - user manual, instruction manual, installation instructions, or any other information on the use of the Product sent electronically to Customer or packaged with the Product;

Party - either the Customer or Photoneo;

Parties - the Customer and Photoneo together;

Photoneo - Photoneo s. r. o., with its registered seat at Plynárenská 6, Bratislava 821 09, Id. No. (IČO): 47 353 309, registered with the Commercial Registry of Municipal Court Bratislava III, Section: Sro, File No. 91452/B;

Repair Services Fee - a price for the Repair Service as notified by Photoneo to Customer pursuant to the then current Photoneo standard price list.

Photoneo General Terms And Conditions - Photoneo General Terms and Conditions, as amended;

Product - the equipment, components, parts, and other hardware manufactured by Photoneo and sold to Customer subject to Repair Services Agreement, unless otherwise stated herein;

Functioning Product - Product that is free from defects in material and workmanship, and materially conforms to Photoneo's specifications that are attached to, or expressly incorporated into such Product purchase agreement.

Not-functioning Product - Product that based on Photoneo's opinion is not free from defect in material or workmanship and does not conform to Photoneo's specifications attached to, or expressly incorporated into such Product purchase agreement. Photoneo has sole discretion to ascertain whether Repair shall cover any corrections, modifications or changes to the Software without Customer's right to claim such repair under this Terms.

Repair - repairs are activities consisting in ensuring that a Not-functioning Product will become a Functioning Product.

Repair Claim Process - the process which shall be followed by Customer requesting performance of a Repair Service from Photoneo and specified in the Article 6 herein.

Repair Service Fee means remuneration for supply of Repair Services.

Replacement Product - the equipment, components, parts, and other hardware manufactured by Photoneo and supplied to Customer under the terms and conditions hereunder in order to provide Customer with Functioning Product instead of the Not-functioning Product.

Repair Service Period - a period during which the particular Repair Service is guaranteed to Customer and specified for each Repair Service herein.

Software - the software related to the use of the Products, which may be supplied together with the Products or on a stand-alone basis, and to which Photoneo holds the proprietary rights;

Repair Services - services specified in Section 3.1 herein.

Terms - these Product Repair Services Terms and Conditions.

1.2 All references in these Terms to the singular shall mean the plural and vice versa, all references to person shall include companies, partnerships and other organizations and all references to the masculine shall include the feminine and neuter and vice versa. These Terms are executed in the English language, and any and all communication between the Customer and Photoneo shall also be made in English, unless Photoneo explicitly consents to the use of a different language in a particular case.

2 Repair Services Agreement

2.1 Photoneo shall provide to and Customer shall pay for supply of the Repair Services within the scope and terms specified in a written Agreement between Parties, unless otherwise specified therein.

2.2 The order, order confirmation and these Terms shall be deemed a binding Agreement without the Parties having to conclude a formal agreement to supply the Repair Services.

2.3 Agents and Photoneo employees are not authorized to make any representations concerning the Repair Services unless confirmed by Photoneo in writing. In entering into the Agreement, Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations that are not so confirmed.

2.4 Any typographical, clerical or other error or omission in any agreement, quotation, order confirmation, price list, acceptance of offer, invoice or other document or information issued by Photoneo shall be subject to correction without any liability on the part of Photoneo.

2.5 No order submitted by Customer shall be deemed to be accepted by Photoneo unless and until confirmed by Photoneo's authorized representative in writing.

2.6 Customer shall be responsible to Photoneo for ensuring the accuracy of details of any order (including any applicable specification) submitted by Customer and for giving Photoneo any necessary information relating to the Product, failure, claim, Repair Services, and for enabling Photoneo to dispose of the obligations under the Agreement. If Customer breaches this obligation Photoneo shall be entitled to refuse or suspend (without timely limitation) any of the Repair Services.

2.7 Photoneo's performance is contingent upon and Repair Services are subject to Customer's timely fulfillment of all of its obligations and cooperation requested by Photoneo or specified in these Terms. Customer shall supply all documents, information and data needed to perform the Agreement to Photoneo in a timely manner. To avoid any doubts, Photoneo may refuse to supply Repair Services if Customer fails to comply with the Agreement.

3 Repair Services

3.1 Under the terms and conditions specified herein, Photoneo provides to Customer following types of services:

- I. the Extended-Repair Service;
- II. the Advanced Replacement Service;

3.2 The Repair Services do not apply to Software furnished by Photoneo. The sole and exclusive warranties for any software are set forth in the applicable End-User License Agreement attached to the Software or the Product in or with which the Software is supplied.

3.3 Types of Repair Services detailed in the Section 3.1 provided by Photoneo to Customer are listed in the Agreement.

3.4 The Repair Service Period may not be extended, suspended or postponed. The Repair Service Period begins from the moment of delivery of the first original Product to Customer and terminates after its expiration, regardless of the transfer of the Repair Service to the Replacement Product.

3.5 To avoid any doubts, Repair Services are not part of the standard warranties under the Photoneo General Terms and Conditions, the Agreement or other applicable agenda, or terms and conditions related to the sale of the Product.

4 Scope of the Extended-Repair Service

4.1 The Extended-Repair Services apply to Product hardware and Accessories only, and cover the Not-functioning Products. Photoneo, in its sole discretion, ascertains whether a technical failure of the Product is subject to the Extended-Repair Services under these Terms.

4.2 Extended-Repair Services are available for Repair Service Period of (i) twenty-eight (28) months, or (ii) forty (40) months, in both cases commencing after the delivery of Product to Customer regardless of its date of purchase of the Product. The Extended-Repair Services or may be bought within the first year of the (Standard) Warranties pursuant to the Photoneo General Terms and Conditions. Number of Repairs under the Extended-Repair Services during the Service Repair Period is not limited.

4.3 All Repairs are subject to the Repair Claim Process specified herein and moreover limited to repairs via remote access (if possible) or in the Photoneo premises.

4.4 This Repair Service excludes Customer induced damages, overvoltage, mechanical damage, higher power (disasters), standard wear and tear, consumables. The Repairs do not apply to any equipment not provided by Photoneo to Customer. Any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Repairs. Normal wear and tear is excluded, including any expendable items and consumables that comprise part of the Product (such as fuses, light bulbs and lamps). To avoid any doubts the Repairs does not include Software support, deployment support or support for 3rd party software integration or compatibility of Software.

4.5 The warranty for Repairs covers defects in Repairs ("*Repairs Warranty*") that appear within three (3) months from completion of the Repair Services (the "*Repair Warranty Period*"). The Repairs Warranty claims are subject to terms and the warranty claim process specified in the Photoneo General Terms and Conditions, unless Service Support applies to the repaired Product.

4.6 The Repairs Warranty is conditioned on: (i) no repairs, modifications or alterations being made to the repaired Product other than by Photoneo or its authorized representatives, Product not having been subjected to accident (including force majeure), alteration, abuse or misuse, (ii) Customer discontinuing use of the repaired Product after it has, or should have had, knowledge of any Repair defect; (iii) Customer providing prompt written notice of Repairs Warranty claims within the Repairs Warranty Period as defined in Photoneo General Terms and Conditions; and (vii) Customer not being in default of any payment obligation in relation to Photoneo.

4.7 Customer's sole and exclusive remedies for breach of the Repair Warranty are limited, at Photoneo's discretion, to repair or replacement of the Product, within a time period determined by Photoneo. Unless Photoneo agrees otherwise in writing, Customer will be responsible for any costs associated with: (i) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Photoneo to perform its warranty obligations; (ii) transportation to the Photoneo facility; and (iv) damage to equipment components or parts resulting in whole or in part from non-compliance by Customer with these Terms or Photoneo General Terms and Conditions or from their deteriorated condition. All exchanged components replaced under this Repair Warranty will become the property of Photoneo.

5 Scope of the Advanced Replacement Services

5.1 The Advanced Replacement Services apply to a uniquely identified Product and Accessories purchased by Customer which will be at the request of Customer replaced by an Replacement Product functionally equal to the original Product or Accessories.

Under the Advance Replacement Services, a used product in a new-like (refurbished) condition may serve as a Replacement Product, provided at sole discretion of Photoneo.

5.2 The Advance Replacement Services is provided for Not-functioning Product. Photoneo, in its sole discretion, ascertains whether a technical failure of the Product is subject to the Repair Service under these Terms.

5.3 The Advance Replacement Service is available in three (3) levels:

- The 3 Years Advance Replacement Service which is provided for forty (40) months after the delivery of Product to Customer regardless of its date of purchase and may be ordered by Customer until expiration of the first year of the (Standard) Warranties pursuant to the Photoneo General Terms and Conditions.
- The 5 Years Advance Replacement Service for sixtyfour (64) months after the delivery of Product to Customer regardless of its date of purchase and may be ordered by Customer until expiration of the (Standard) Warranties pursuant to the Photoneo General Terms and Conditions.
- The 10 Years Advance Replacement Service for one hundred twenty four (124) months after the delivery of Product to Customer regardless of its date of purchase and may be ordered by Customer only within the purchase of the Product..

5.4 Number of replacements under the Advance Replacement Service during the Repair Service Period is not limited. The agreed Advanced Replacement Service shall transfer for the remainder of the Repair Service Period to the Replacement Products subject to the same terms and conditions applicable to the original Product.

5.5 The Replacement Product will be supplied to Customer under the condition that Customer has returned the original Product to Photoneo. After its return, the original Product becomes the property of Photoneo. In the event of any breach of the obligations in this Sections hereof, Customer shall pay to Photoneo a contractual penalty of EUR 10.000 (in words:ten thousand euros) or in the amount equal to the price of the Replacement Product pursuant to current, standard, regional Photoneo product price list whichever is higher.

5.6 Within the scope of the 10 Years Advance Replacement Service, Customer may be, after five (5) years of using the Product, entitled to a Replacement Product of a newer version of equal Product upon the original Product technical defect pursuant to Section 5.2 has been determined.

5.7 Photoneo may, at any time and sole discretion, offer as replacement for the Product in question a newer generation of equal Product subject to additional consent of Customer. To avoid any doubts, Customer has no right or title to request and Photoneo has no legal obligation to offer or supply a higher or the same generation of equal Product to Customer in relation to the Advance Replacement Services.

6 Repair Claim Process

6.1 (i) To request a Repair or utilization of the Replacement Product under the Repair Service, Customer must contact Photoneo support via [Technical Support](#) and specify all details of the claim (including mandatory data marked with *). Technical support consists of expert consultation provided by Photoneo's professionals regarding the claim who try to finally resolve the claim in its response through a consultation or via remote access (if applicable). Photoneo does not guarantee that any claim raised via Technical support will be finally resolved to Customer's satisfaction during the Technical support consultation or in a specific time period.

(ii) Provided the claim cannot be resolved through the Technical support, Customer shall initiate the RMA process which allows him to send the Product to Photoneo for Repairs or to return the original Product with the Advanced Replacement Service. Before sending the Product to Photoneo for resolving the claim, Customer must enter the additional details via [RMA Form](#) (including PS ticket number which can be obtained only during the Technical support). A Product can be shipped by Customer back to Photoneo only when the RMA Form is submitted by Customer and approved by Photoneo; Photoneo is not obliged to accept any Products shipped without RMA Form submitted by Customer prior to a Product consignment.

(iii) Customer must pack Product adequately to prevent damage during shipment, preferably in the original undamaged packaging, including all original accessories; however, in accordance with the instructions of Photoneo, if applicable. Customer shall bear risk of loss or damage for the Product in transit to Photoneo.

(iv) The Product shall be shipped by Customer to Photoneo under Delivered at Place (DAP) Incoterms® 2020. Photoneo may reject the supply of Repair Service, should Customer not follow Repair Claim Process specified herein; Occasionally, Photoneo may provide an explicit exception to exclude some items (for example, cables, if they are mounted in an inaccessible manner and are not required in claim investigation). This needs to be agreed before consignment of the Product.

(v) Photoneo assumes risk of loss or damage of Products in Photoneo's holding during Repairs. Upon resolution of a claim by Photoneo (in its own discretion), Photoneo returns the Product to Customer under Delivered at Place (DAP) Incoterms® 2020. In the absence of specific written instructions for the return of Product to Customer, Photoneo will select the carrier, however Photoneo shall not thereby assume any liability in connection with the return shipment. This Section shall not apply to the Advance Replacement Services.

6.2 Unless Photoneo agrees otherwise in writing, Customer will be responsible for any costs associated with: (i) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Photoneo to perform Repair Services obligations; (ii) transportation to the Photoneo facility; and (iii) damage to equipment components or parts resulting in whole or in part from non-compliance by Customer with these Terms. All replaced, returned Products or their components will become the property of Photoneo.

6.3 If agreed by the Parties that Photoneo provides online support to Customer in connection with the use of the Product by Customer, Photoneo is entitled and Customer shall be obliged to allow Photoneo to provide such online support through the software or means determined by Photoneo.

7 PRICING & PAYMENT

7.1 Repair Services Fees are payable in a sum specified by Photoneo in Photoneo's quotation for Customer on the basis of an invoice issued by Photoneo. Photoneo's quotation shall be valid for the period of thirty (30) days from issuance by Photoneo.

7.2 Unless stated in Photoneo's quotation, all payments are due net thirty (30) days from the invoice date in EUR (Euro).

7.3 Photoneo issues original invoices and provides them to Customer in an electronic form in .pdf format only; and sends such an invoice to the email address specified by Customer in writing in the Agreement (including any applicable agenda according to these Terms). The electronic invoicing is subject to the generally binding applicable laws, including but not limited to, regulations on the value added tax and the accounting.

7.4 Unless stated in writing by Photoneo, Photoneo's prices exclude charges for freight, unloading, storage, insurance, taxes, excises, fees, duties or other government charges related to the Products, unless otherwise specified herein. Customer will pay these amounts or reimburse Photoneo upon the mutual agreement of the Parties. If Customer claims a tax or other exemption or direct payment permit, Customer will provide a valid exemption certificate or permit or any other documents requested in this process by relevant authority and indemnify, defend and hold Photoneo harmless from any taxes, costs and penalties arising from the same. Photoneo's prices include the costs of its standard domestic packing only. Any packing deviation will be charged to Customer. Increases, changes, adjustments or surcharges which may be incurred are for the Customer's account. Customer will pay or reimburse any excess transportation charges for special or expedited delivery.

7.5 Late payments shall bear interest at an annual percentage rate of eight percent (8%) p.a. or the highest rate allowed by law, whichever is higher.

7.6 If Customer disputes all or any portion of an invoice, it must first deliver to Photoneo the written notice of the disputed amount and the basis for the dispute within seven (7) days of receiving the invoice, otherwise Customer is considered to agree with the invoice and must pay the invoice in full and in time. Photoneo shall inform the Customer without undue delay on the acceptance of the notice.

Upon resolution of the dispute, Customer must pay the invoice or the remainder of the invoice, plus any accrued interest on the late payment. In case the undisputed part of the invoice or non-acceptance of dispute process by Photoneo due to lack of relevant factual and/or legal matter of fact, the original terms and due date specified in the disputed invoice remain effective and shall apply to the undisputed part of the invoice or refused disputed invoice (in whole).

7.7. Photoneo may suspend Repair Services or performance of the Agreement, or terminate the Agreement, if an undisputed invoice is more than thirty (30) days past due. Unless prohibited by law, Photoneo may also terminate the Agreement immediately in the event of a material adverse change in Customer's financial condition including, but not limited to, bankruptcy, insolvency, liquidation or similar financial condition. Photoneo has the right to a proportional payment of Repair Services Fees and to a compensation of the respective expenses in relation to performance under the Agreement before the termination.

7.8. Customer shall have no set-off rights against any amounts owed by Photoneo for any reason whatsoever, arising from this Agreement.

8 TRANSPORTATION AND STORAGE

8.1 If Customer fails to take any delivery under these Terms or fails to give proper delivery instructions without prejudice to any other right or remedy available to Photoneo, Photoneo may:

8.1.1 store the Product until remedy of Customer and charge Customer for the reasonable costs (including insurance) of storage; or

8.1.2 sell the Product at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to Customer for the excess over the payments or charges for any shortfall incurred under these Terms.

9 FORCE MAJEURE / DELAYS

9.1 Neither Party shall be considered in breach of the Agreement by reason of any delay or failure to perform any obligation hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, due to strikes, acts of God or the public enemy, war, embargoes, riots, incendiaries, flood, or accidents; shortages of transportation, facilities, fuel, energy, labor, or materials; interference by civil and military authorities, pandemic or epidemic etc. If by reason of Force Majeure, either Party hereto shall be rendered unable wholly or in part to perform its obligations under the Agreement then such Party shall give notice and comprehensive details of Force Majeure event in writing to the other Party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the Party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such Party shall endeavor to remove or overcome such inability with all reasonable effort. Notwithstanding the foregoing, if as a result of any such contingency, Photoneo is unable to perform the Agreement in whole or in part, then to the extent that it is unable to perform, the Agreement shall be deemed terminated without liability to either Party but shall remain in effect as to the unaffected portion of the Agreement. A Party in delay in performance under the Agreement due to Force Majeure event shall not be considered to be in default or breach of the Agreement, and shall be excused from performance or liability for damages or contractual penalties to the other Party,

10 INDEMNITY AND LIMITATION OF LIABILITY

10.1 Customer agrees to indemnify, defend, and hold Photoneo, its subsidiaries, affiliates, officers, directors, employees, Agents, licensors, consultants, suppliers, and any third-party providers harmless from and against all claims, demands, actions, liabilities, losses, expenses, damages, and costs, including actual attorneys' fees, resulting from Customer's violation of the material terms of the Agreement, any misuse or abuse of a Repair Service by Customer, any use of Product, Repair Service or the Replacement Product by Customer that amounts to infringement, or infringement by any other user of Customer's account of any intellectual property or other right of Photoneo or any other third party. Customer will cooperate as fully as reasonably required in Photoneo's defense of

any claim. Photoneo reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Customer and Customer shall not in any event settle any matter without the written consent of Photoneo. Customer agrees immediately to notify Photoneo of any unauthorized use of Customer's account or any other breach of security known to Customer.

10.2 Notwithstanding anything in this Agreement to the contrary, to the maximum extent permitted under the applicable laws, Photoneo is not liable, whether based in contract, warranty, tort (including negligence), strict liability, indemnity or any other legal or equitable theory, for: loss of use, revenue, savings, profit, interest, goodwill or opportunity, costs of capital, costs of replacement or substitute use or performance, loss of information and data, loss of power, voltage irregularities or frequency fluctuation, claims arising from Customer's third party contracts, or for any type of indirect, special, liquidated, punitive, exemplary, collateral, incidental or consequential damages, or for any other loss or cost of a similar type that would exceed the amount of damage foreseeable at the time of the Agreement. The Parties agree that the maximum amount of foreseeable damage on the side of Customer equals the actual Repair Service Fees received by Photoneo for the Product that gave rise to the claim. Customer agrees that the exclusions and limitations in this Article 10 will prevail over any conflicting terms and conditions in the Agreement (including these Terms) and must be given full force and effect, whether or not any or all such remedies are determined to have failed of their essential purpose. The waivers and disclaimers of liability, releases from liability and limitations on liability expressed in this Article 10 extend to Photoneo's affiliates, partners, principals, shareholders, directors, officers, employees, suppliers, Agents, and successors and assigns.

11 CONFIDENTIALITY

11.1 Both during and after the term of the Agreement, the Parties will treat all information obtained from the disclosing Party as confidential and all relevant information compiled or generated by the disclosing Party under the Agreement for the receiving Party, including but not limited to business information, manufacturing information, technical data, drawings, flow charts, program listings, software code, and other software, plans and projections. Neither Party may disclose or refer to the work to be performed under the Agreement in any manner that identifies the other Party without advance written permission. However, Photoneo has the right to share confidential information with its affiliates and subcontractors, provided those recipients are subject to the same confidentiality obligations set forth herein.

11.2 Nothing in the Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving Party; (ii) is disclosed to the receiving Party, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving Party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving Party upon the date of the Agreement; (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information; or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the disclosing Party of any requirement to make such disclosure to allow the disclosing Party the opportunity to obtain a protective order and assist the disclosing Party in so doing.

11.3 It is Photoneo's policy not to unlawfully or improperly receive or use confidential information, including trade secrets, belonging to others. This policy precludes Photoneo from obtaining, directly or indirectly from any employee, contractor, or other individual rendering services to Photoneo confidential information of a prior employer, client or any other person which such employee, contractor, or individual is under an obligation not to disclose. Customer agrees to abide by this policy.

12 COMPLIANCE WITH LAWS

12.1 In relation to the performance under the Agreement the Parties agree to comply with all applicable laws and regulations, including

but not limited to those relating to the manufacture, purchase, resale, exportation, transfer, assignment or use of the Products.

12.2 The applicable laws, standards and regulations to Products and Services are exclusively laws, standards and regulations applicable in the Slovak Republic or those specifically stated on a Product or in Documentations, unless otherwise agreed by Photoneo in writing.

12.3 Sanctions. Each Party acknowledges that the ability of the other Party to perform under the Agreement is subject to compliance by such other Party and its affiliates with applicable laws, rules and regulations, including but not limited to applicable trade sanctions implemented at the local, regional, and international level (collectively, "Trade Sanctions"). Each Party agrees that any refusal or failure by the other Party to perform hereunder on account of compliance with Trade Sanctions or other legal requirements shall not constitute a breach of any obligation under the Agreement.

13 NON-WAIVER

Any waiver by a party of strict compliance with the Agreement must be in writing, and any failure by the Parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.

14 MODIFICATION OF AGREEMENT

The Agreement may only be modified by a written instrument signed by authorized representatives of both Parties.

15 ASSIGNMENT

Neither party may assign all or part of the Agreement, or any rights or obligations under the Agreement, without the prior written consent of the other; but either Party may assign its rights and obligations, without recourse or consent, to any parent, wholly owned subsidiary, or affiliate or affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). However, Customer shall not assign the Agreement to: a competitor of Photoneo; an entity in litigation with Photoneo; or an entity lacking the financial capability to satisfy Customer's obligations. Any assignee expressly assumes the performance of any obligation assigned. Photoneo may grant a security interest in the Agreement and/or assign proceeds of the Agreement without Customer's consent. Customer shall not be entitled to grant a security interest in its rights and claims under the Agreement, nor assign any proceeds of the Agreement without Photoneo's prior written consent.

16 APPLICABLE LAW AND JURISDICTION

16.1 The Agreement and these Terms are governed by and constructed in accordance with the laws of the Slovak Republic, without regard to its conflict of laws principles, and to the United Nations Convention on Contracts for the International Sale of Goods. Each Party agrees that claims and disputes arising out of the Agreement must be decided by the Slovak courts. Each Party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes.

17 SEVERABILITY

If any provision of the Agreement is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired.

18 EXPORT / IMPORT COMPLIANCE

Customer acknowledges that Photoneo is required to comply with applicable export / import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of the Products, including any export / import license requirements. Customer agrees that Products will not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non compliance with any export / import laws and regulations. Photoneo's continuing performance hereunder is conditioned on compliance with such export / import laws and regulations at all times.

19 PRODUCT RETURNS

Photoneo's authorization to return any Product to Photoneo does not relieve Customer of its obligation to pay shipping costs for such Product.

20 PERSONAL DATA PROTECTION

20.1 The Parties undertake to protect privacy and personal data, in compliance with all applicable laws regarding personal data protection, namely, but not exclusively, with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC and/or Act No. 18/2018 Coll. on Personal Data Protection, as amended. Customer agrees with the use and provision (either physically or electronically) of its personal data or personal data of the persons to be participating in the performance of the Agreement, even abroad, to the legal persons affiliated to Photoneo, and that through the processors (that will process such personal data on behalf of Photoneo) for the above mentioned purpose and in order to track the transactions with Customer and/or its employees or statutory bodies and that even to the countries, which do not provide for adequate level of personal data protection. In case of data transfer to third countries, Photoneo adopted/will adopt appropriate safeguards for data protection.

20.2 Photoneo is also entitled to provide the personal data of Customer, if it is required by the general binding rules. Customer and/or the persons, participating in the performance of the Agreement on its behalf, are entitled to require information regarding the processing of their personal data, correction and deletion of those personal data. In the extent stipulated by respective regulations, Customer also has the right to object to the processing, to restriction of processing, to portability, as well as the right to file a complaint to the respective supervisory authority.

20.3 Personal data related to the conclusion of the Agreement shall be stored by Photoneo during the period of the Agreement performance and after its termination only for a period and to the extent necessary for a complete termination of cooperation, if applicable laws do not require further storage or there is no other legal basis for storage.

20.4 In case Customer provides to Photoneo for the purpose of this Agreement personal data of other data subjects, it represents that it is entitled to, on the basis of a consent or on another legal basis, provide them to Photoneo for its processing as controller for the purpose of Photoneo's legitimate interest and has informed the data subjects about the data processing activities as set out in the Agreement.

21 SURVIVAL

The articles titled "Transportation and Storage", "Indemnity And Limitation of Liability", "Confidentiality", "Compliance with Laws, "Assignment", "Export / Import Compliance," "Applicable law and Jurisdiction", "Products Returns", "Personal Data Protection"; survive termination, expiration or cancellation of the Agreement.

22 LEGAL EFFECTIVENESS

These Terms shall enter into the force on April, 22, 2024.