

General Terms and Conditions

Version 20201216

1 APPLICABLE TERMS

This Agreement governs the sale of equipment, components, parts, materials and software provided by Photoneo, as well as provision of Services by Photoneo. Any applicable addenda to these Terms, including framework agreements, agreed and signed by the Parties, these Terms, order confirmation issued by Photoneo, and 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 order listed in the previous sentence. Photoneo's quotation or order confirmation is conditioned on Buyer's acceptance of this Agreement. Any additional or conflicting terms in Buyer's initial request, specifications, purchase order or any other written or oral communication are not binding on Photoneo unless separately signed by Photoneo. Photoneo's failure to object to Buyer's additional or conflicting terms does not operate as a waiver of any terms contained in this Agreement.

1.1 Definitions and Interpretation

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

„AGREEMENT“ - any applicable addenda to these Terms, including framework agreements, agreed and signed by the Parties, including any End-User License Agreement for the Software, if applicable, these Terms, order confirmation issued by Photoneo, and Photoneo's (price) quotation form the parties' final agreement;

„BUYER“ - the legal entity who buys or agrees to buy goods from Photoneo in accordance with this Agreement for business purposes (i.e., excluding consumers);

„CONFIDENTIAL INFORMATION“ - all information relating to either Photoneo or the Buyer (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 FOR THE PRODUCT“ - user manual, instruction manual, installation instructions, or any other information on the use of the Product sent electronically to the Buyer or packaged with the Product;

„PARTY“ - the Buyer and Photoneo;

„PHOTONEO“ - Photoneo s. r. o., with its registered seat at Jamnického 3, Bratislava 841 05, Id. No. (IČO): 47 353 309, registered with the Commercial Registry of District Court Bratislava I, Section: Sro, File No. 91452/B;

„SERVICES“ - the services required by the Buyer to be undertaken by Photoneo;

„PRODUCT“ - the equipment, components, parts, and materials provided by Photoneo;

„PURCHASE ORDER“ - the paper or electronic form (as part of electronic transactions) with which the Buyer orders the products from Photoneo;

„SOFTWARE LICENSE“ - the software licenses governing the use of the Software;

„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;

„TERMS“ - these Photoneo General Terms and Conditions (T&C) of Sale and Delivery.

All references in this Agreement to the singular shall mean the plural and vice versa, all references to person shall include companies, partnerships and other organisations 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 Buyer and Photoneo shall also be made in English, unless Photoneo explicitly consents to the use of a different language in a particular case.

2 PRICING & PAYMENT

Prices and payment terms are as stated in Photoneo's quotation and/or order confirmation.

2.1 Payment

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

2.2 Credit Approval

All orders are subject to credit approval by Photoneo. Photoneo may modify, suspend or withdraw the credit approval or payment terms at any time. If there is doubt as to Buyer's financial condition, Photoneo may withhold manufacturing or shipment, require cash payments, or require other satisfactory security. Photoneo may recover shipped Products from the carrier pending such assurances.

2.3 Taxes, Shipping, Packing, Handling

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. Buyer will pay these amounts or reimburse Photoneo. If Buyer claims a tax or other exemption or direct payment permit, Buyer will provide a valid exemption certificate or permit 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 the Buyer. Increases, changes, adjustments or surcharges which may be incurred are for Buyer's account.

2.4 Late Payments

Late payments shall bear interest at an annual percentage rate of eighteen percent (18%) p.a. or the highest rate allowed by law, whichever is lower.

2.5 Disputed Invoice

If Buyer 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 the Buyer is considered to agree with the invoice and must pay the invoice in full and in time. Upon resolution of the dispute, Buyer must pay the invoice or the remainder of the invoice, plus any accrued interest on the late payment.

2.6 Suspension/Termination Right

Unless stated in writing by Photoneo, Photoneo may suspend work if an undisputed invoice is more than thirty (30) days past due. Photoneo may terminate this Agreement if an undisputed invoice is more than thirty (30) days past due. Unless prohibited by law, Photoneo may also terminate this Agreement immediately in the event of a material adverse change in Buyer's financial condition including, but not limited to, bankruptcy, insolvency, liquidation or similar financial condition.

3 DELIVERY; TITLE; RISK OF LOSS

Products will be delivered under EXW Incoterms® 2020 for non-EU countries, and under DAP Incoterms® 2020 for EU countries. The particular delivery place shall be specified in the order confirmation issued by Photoneo. Buyer is responsible for all transportation, insurance and related expenses. The related expenses shall include any taxes, duties or documentation fees. Photoneo may make partial shipments. Any shipping, delivery and installation dates are estimated dates only, and Photoneo is not liable for any loss or expense incurred by Buyer or Buyer's customers as a result of changes in shipping, delivery or installation dates.

4 DEFERMENT AND CANCELLATION

Buyer has no right to cancel this Agreement. Upon placing a purchase order by the Buyer and the receipt by the Buyer of the order confirmation by which Photoneo confirms and accepts the purchase order of the Buyer, the Buyer is not entitled to cancel its purchase order. Photoneo is obliged to supply Products or Services in accordance with the order confirmation, and the Buyer is obliged to accept and take over in due and timely manner the Products and Services supplied by Photoneo in accordance with the order confirmation.

5 TRANSPORTATION AND STORAGE

Buyer must provide complete and proper shipping instructions to Photoneo. If Buyer fails to provide timely shipping instructions, Photoneo cannot get into delay in shipping or delivery of the Product or Service, and any shipping, delivery and installation schedule is postponed until Buyer provides relevant shipping

instructions. Buyer will pay or reimburse any excess transportation charges for special or expedited delivery.

6 FORCE MAJEURE / DELAYS

If Photoneo's performance is delayed by any cause beyond its reasonable control, including without limitation strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber- attacks, terrorist attacks, failure of normal sources of supply, or acts or inaction of government, Photoneo's time of performance will be extended by a period equal to the length of the delay plus any consequences of the delay. Photoneo will notify Buyer within a reasonable time after becoming aware of any such delay.

7 BUYER'S OBLIGATIONS

Photoneo's performance is contingent upon Buyer timely fulfilling all of its obligations under this Agreement. These obligations include the Buyer supplying all documents and approvals needed for Photoneo to perform, including but not limited to technical information and data, drawing and document approvals, and necessary commercial documentation. Photoneo may request a change order for an equitable adjustment in prices and times for performance, as well as for any additional costs or any delay resulting from the failure of Buyer or Buyer's contractors, successors or assigns to meet these obligations.

8 INDEMNITY

Buyer 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 the Buyer's violation of the material terms of this Agreement, any misuse or abuse of a Product or Service by the Buyer, any use of the Product or Service by the Buyer that amounts to infringement, or infringement by any other user of the Buyer's account of any intellectual property or other right of Photoneo or any other third party. Buyer will cooperate as fully as reasonably required in Photoneo's defence of any claim. Photoneo reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by Buyer and Buyer shall not in any event settle any matter without the written consent of Photoneo. Buyer agrees immediately to notify Photoneo of any unauthorized use of the Buyer's account or any other breach of security known to the Buyer.

9 WARRANTIES

9.1 Warranties

Photoneo warrants that at the time of delivery: (i) each Product is free from defects in material and workmanship; (ii) each Product materially conforms to Photoneo's specifications that are attached to, or expressly incorporated into this Agreement, and (iii) Photoneo has title to each Product free and clear of liens and encumbrances (collectively, the "Warranties"). The Warranties 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.

9.2 Warranty claim process

(i) To apply a warranty claim, the Buyer must contact Photoneo Support at support@photoneo.com and explain all details of the claim. At the request of Photoneo, Buyer must provide a copy of the invoice to verify the warranty claim.

(ii) Before sending the Product back to Photoneo for resolving the warranty claim, the Buyer must obtain a signed claim report from Photoneo, which will be issued by Photoneo in electronic form. Any Products under warranty claim can be shipped by the Buyer back to Photoneo only when the claim report is issued by Photoneo; Photoneo is not obliged to accept any Products shipped without the claim report.

(iii) The claim report shall contain details on packaging and shipment of Products to be complied with by the Buyer when returning the Products under the warranty claim. If the conditions set by the claim report are not complied with by the Buyer, Photoneo may reject the warranty claim. 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 the claim report is issued.

(iv) The Buyer must pack claimed items adequately to prevent damage during shipment, preferably in the original packaging, including all original accessories; however, in any case in accordance with the instructions included in the claim report.

9.3 Conditions to the Warranties

The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Product other than by Photoneo or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Product in compliance with any parameters or instructions in the Documentation for the Product or in any specifications attached to, or incorporated into this Agreement, including without limitation, disassembling the Product or breaking or tampering with any seals on the Product; (iii) compliance with all generally accepted industry standards; (iv) Buyer discontinuing use of the Product after it has, or should have had, knowledge of any defect; (v) Buyer providing prompt written notice of any warranty claims within the warranty period described below; (vi) at Photoneo's discretion, Buyer either removing and shipping the Product or non-conforming part thereof to Photoneo in compliance with the issued claim report, at Buyer's expense, or granting Photoneo reasonable access to the Products to assess the warranty claims; (vii) Product not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (viii) Buyer not being in default of any payment obligation.

9.4 Exclusions from Warranty Coverage

The Warranties do not apply to any equipment not provided by Photoneo under this Agreement. Any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Warranties and is provided to Buyer "as is" with no warranties of any kind. Normal wear and tear is excluded, including any expendable items that comprise part of the Product (such as fuses, light bulbs and lamps). Photoneo does not warrant or guarantee that any Product will be secure from cyber threats, hacking or similar malicious activity. Products that are networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access.

9.5 Photoneo does not warrant or guarantee any final performance or mechanical properties. The Warranties do not cover any mechanical damage caused by configuration or usage of the Product.

9.6 Warranty Period

Unless Photoneo agrees otherwise in writing, Buyer must provide written notice of any claims for breach of Warranties by the earlier of twelve (12) months from initial operation of the Product or twelve (12) months from invoice delivery date. Additionally, absent written notice within the warranty period, any use or possession of the Product after expiration of the warranty period is conclusive evidence that the Warranties have been satisfied.

9.7 Remedies

Buyer's sole and exclusive remedies for breach of the Warranties are limited, at Photoneo's discretion, to repair or replacement of the Product, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. The warranty on repaired or replaced parts is limited to the remainder of the original warranty period. Unless Photoneo agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) gaining Photoneo access to the Product; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Photoneo to perform its warranty obligations; (iii) transportation to the Photoneo factory or repair facility; and (iv) damage to equipment components or parts resulting in whole or in part from non-compliance by the Buyer with this Article 9 and Article 11 of these Terms or from their deteriorated condition. All exchanged Products replaced under this Warranty will become the property of Photoneo.

9.8 Transferability

The Warranties are only transferable during the warranty period and only to the Product's initial end-user.

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

9.10 The Warranties in this Article 9 are Photoneo's sole and exclusive Warranties and are subject to the Limitation of Liability in Article 10 below. Photoneo makes no other Warranties, express or implied, including, without limitation, Warranties of merchantability or fitness for a particular purpose, course of dealing and usage of trade.

10 LIMITATION OF LIABILITY

Notwithstanding anything in this Agreement to the contrary, 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 the Buyer'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 this Agreement. The Parties agree that the maximum amount of foreseeable damage on the side of the Buyer equals the actual purchase price received by Photoneo for the product that gave rise to the claim. Buyer agrees that the exclusions and limitations in this Article 10 will prevail over any conflicting terms and conditions in this Agreement 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 SAFETY

Buyer will (i) cause each person who receives or uses a Product to read and comply with all safety instructions in the Documentation for the Product; (ii) instruct the user in the proper use of the Product; and (iii) implement and enforce the safety provisions of all Product safety notices, warnings, instructions or similar Documentation for the Product. Buyer will not remove any shields, guards, or other safety devices from the Product.

12 PATENT AND COPYRIGHT INFRINGEMENT

12.1 Photoneo will, at its option and expense, defend or settle any suit or proceeding brought against Buyer based on an allegation that any Product or use thereof for its intended purpose constitutes an infringement of any Patent Cooperation Treaty country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Product is delivered by Photoneo. Buyer will promptly give Photoneo written notice of the suit or proceeding and the authority, information, and assistance needed to defend the claims. Photoneo shall have the full and exclusive authority to defend and settle such claim(s) and will pay the damages and costs awarded in any suit or proceeding so defended. Buyer shall not make any admission(s) which might be prejudicial to Photoneo and shall not enter into a settlement without Photoneo's prior written consent. Photoneo is not responsible for any settlement made without its prior written consent. If the Product, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Photoneo will, at its option and expense, either: (i) procure for Buyer the right to continue using said Product; (ii) replace it with substantially equivalent non infringing Product; or (iii) modify the Product so it is non-infringing. Photoneo will have no duty or obligation under this Article 12.1 if the Product is: (i) supplied

according to Buyer's design or instructions and compliance therewith has caused Photoneo to deviate from its normal course of performance; (ii) modified by Buyer or its contractors after delivery; or (iii) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Photoneo, Buyer must protect Photoneo in the same manner and to the same extent that Photoneo has agreed to protect Buyer under this Article 12.1.

THIS ARTICLE IS AN EXCLUSIVE STATEMENT OF PHOTONEO'S DUTIES AND BUYER'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

12.2 Photoneo grants to the Buyer, for the useful life of the related Product, a non-assignable, non-exclusive license to use the Software in the manner and subject to the restrictions set forth in the Documentation for the Product and in the End-User License Agreement, if applicable. The Software is Photoneo's proprietary property and is licensed, not sold, to Buyer. Photoneo retains all right, title and interest in and to the Software provided to Buyer in connection with the Product. Buyer will not use the Software except on or in conjunction with the Product. Buyer will not (i) copy, alter, modify, adapt, translate, create derivative works, reverse engineer, disassemble, or decompile all or any portion of the Software; (ii) disclose, sell, sublicense or otherwise transfer or make available all or any portion of the Software to any third party, without the express written consent of Photoneo; or (iii) remove any copyright, trademark or other proprietary notice from the Software; it is without prejudice to any statutory rights the Buyer may have under applicable Slovak Copyright Law. In addition to any other remedy Photoneo may have, Photoneo reserves the right to terminate Buyer's license if Buyer fails to comply with these Terms.

13 CONFIDENTIALITY

13.1 Both during and after the term of this Agreement, the Parties will treat as confidential all information obtained from the disclosing party and all information compiled or generated by the disclosing party under this 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 this 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.

13.2 Nothing in this 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 this 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 originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.

13.3 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. Buyer agrees to abide by this policy.

14 COMPLIANCE WITH LAWS

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.

15 CHANGES IN WORK

No change will be made to the scope of work unless Buyer and Photoneo agree in writing to the change and any resulting price, schedule or other contractual modifications. If any change to any law, rule, regulation, order, code, standard or requirement impacts Photoneo's obligations or performance under this Agreement, Photoneo may request a change order for an equitable adjustment in the price and time of performance.

16 NON-WAIVER

Any waiver by a party of strict compliance with this 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.

17 MODIFICATION OF TERMS

This Agreement may only be modified by a written instrument signed by authorized representatives of both parties.

18 ASSIGNMENT

Neither party may assign all or part of this Agreement, or any rights or obligations under this 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, Buyer shall not assign this Agreement to: a competitor of Photoneo; an entity in litigation with Photoneo; or an entity lacking the financial capability to satisfy Buyer's obligations. Any assignee expressly assumes the performance of any obligation assigned. Photoneo may grant a security interest in this Agreement and/or assign proceeds of this Agreement without Buyer's consent. The Buyer shall not be entitled to grant a security interest in its rights and claims under this Agreement, nor assign any proceeds of this Agreement without Photoneo's prior written consent.

19 APPLICABLE LAW AND JURISDICTION

This Agreement is governed by and construed in accordance with the laws of the Slovak Republic, without regard to its conflict of laws principles. Each party agrees that claims and disputes arising out of this Agreement must be decided by Slovak courts. Each party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes.

20 SEVERABILITY

If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intent.

21 EXPORT / IMPORT COMPLIANCE

Buyer 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. Buyer 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.

22 PRODUCT RETURNS

Prior to the return of any Product to Photoneo other than under the Warranty claims, Buyer must identify the Product or portion thereof and obtain written authorization and shipping instructions from Photoneo. Photoneo has the right, in its sole discretion, to permit or reject any such return. Photoneo's authorization to return any Product to Photoneo does not relieve Buyer of its obligation to pay for such Product. Upon receipt, inspection, and acceptance of the Product by Photoneo, Photoneo will issue a credit memo to Buyer, less applicable restocking fees. Photoneo reserves the right to reject any hazardous material.

23 PERSONAL DATA PROTECTION

23.1 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. The Buyer 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 the Buyer 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.

23.2 Photoneo is also entitled to provide the personal data of the Buyer, if it is required so by the general binding rules. The Buyer 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, the Buyer also has right to object the processing, to restriction of processing, to portability, as well as right to file a complaint to respective supervisory authority.

23.3 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 in 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.

23.4 In case the Buyer 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 this Agreement.

24 SURVIVAL

The articles titled "Patent and Copyright Infringement," "Limitation of Liability," "Confidentiality," "Delivery; Title; Risk of Loss," and "Export / Import Compliance," survive termination, expiration or cancellation of this Agreement.