

TERMS AND CONDITIONS

1. Definitions

- 1.1. For the purpose of these Terms and conditions and all related documents, the following expressions have following meaning:
- 1.1.1. **Delivery address** is an address to which Subject of lease shall be delivered by Lessor and is stated in heading of the Lease agreement.
 - 1.1.2. **Product User Manual** stands for a written user manual delivered with the Subject of lease or online user manual, containing instructions for proper and safe operation of the Subject of lease.
 - 1.1.3. **Lease agreement** means Lease agreement including the Terms and conditions and all its amendments and annexes as well as other documents containing legal acts of Parties or other relevant representation of will related to relationships arising from the Lease agreement.
 - 1.1.4. **Lessor** is specified in the heading of the Lease agreement.
 - 1.1.5. **Lessee** is specified in the heading of the Lease agreement.
 - 1.1.6. **Parties** of the Lease agreement include Lessor and Lessee.
- 1.2. **Subject of lease** is any item ordered via Lease agreement and shipped by Lessor to Lessee with all accessories necessary for a proper usage of the Subject of Lease (e.g. ethernet adapter, power adapter, power cables, product user manual).

2. Term of lease

- 2.1. The lease starts when the Subject of lease is delivered to Lessee and ends in 30 (thirty) calendar days from this date. If there is a special agreement between Parties and the Lessor approves a prolongation of the Term of lease, the end date of lease is determined based on the agreement between the Parties.
- 2.2. Standard Term of lease is one calendar month.

3. Lease and payment terms

- 3.1. Lease price for the Subject of lease is stated as follows (if the Parties didn't agree otherwise):

Product	Model	Lease price per month (excluding VAT)
PhoXi® 3D Scanner	XS - XL	350,- EUR
MotionCam-3D	XS - XL	350,- EUR
Localization SDK (HW key)	-	50,- EUR
Robot-Camera Calibration Tool ((HW key)	-	50,- EUR

Bin Picking Studio (vision controller + SW)	-	350,- EUR
Anypick (vision controller + SW)		350,- EUR
Universal Depalletizer (vision controller + SW)	-	350,- EUR
PhoXi 3D Meshing (SW + rotary table)	-	350,- EUR
Photoneo UR+ Locator (vision controller + SW)	-	350,- EUR
Localization SDK PhoXi (PhoXi 3D Scanner + HW key)	XS - XL	350,- EUR
Robot-Camera Calibration Tool PhoXi (PhoXi 3D Scanner + HW key)	XS - XL	350,- EUR
Bin Picking Studio PhoXi (PhoXi 3D Scanner + vision controller + SW)	XS - XL	490,- EUR
Anypick PhoXi (PhoXi 3D Scanner + vision controller + SW)	S-XL	490,- EUR
Universal Depalletizer PhoXi (PhoXi 3D Scanner + vision controller + SW)	L-XL	490,- EUR
PhoXi 3D Meshing (SW + scanner)	XS - XL	350,- EUR
PhoXi 3D Meshing (SW + scanner + rotary table)	XS - XL	490,- EUR

VAT is to be invoiced in compliance with relevant legislation in force at the time of lease invoicing.

- 3.2. Lease is paid after the Subject of lease is returned back to the Lessor.
- 3.3. Lessor issues an invoice with a 30-day payment term and provides it to Lessee in an electronic form in .pdf format in accordance with Communication provisions stated hereinafter, in a timely manner. The electronic invoicing is subject to the Act No. 222/2004 Coll. on value added tax (as amended by consecutive acts).
- 3.4. Invoice is due within 30 (thirty) days as of its issuance by the Lessor, under conditions stated in the section 3.3. hereinabove.
- 3.5. Lease is considered to be paid when Lessor's account is being credited with the sum invoiced by the Lessor under conditions stated hereinabove. The sum may include penalties as per the Article 8 of the Terms and conditions, if applicable.

4. Consignment and delivery

- 4.1. Lessor shall deliver the Subject of lease to a delivery address provided by Lessee.
- 4.2. Lessor shall consign the Subject of lease no later than six (6) weeks from the day of proper Lease agreement conclusion under the conditions stated herein. If the Lessor is not able to meet the aforementioned time requirement, he is obliged to consult the interested Lessee and propose an alternative date of delivery. The Lessee is free to accept or reject the proposal. In the latter case, the submitted Lease agreement ceases to exist.
- 4.3. Delivery shall be executed by a delivery company authorized to provide shipping/delivery/consignment services.

- 4.4. All costs related to standard delivery of the Subject of lease to Lessee as described hereinabove are to be borne by the Lessee, unless the Parties agree otherwise. Shall the Lessee require delivery of the Subject of lease different from the one described hereinabove (e.g. express shipping), Parties shall agree on bearing the costs for such a delivery.

5. Rights and obligations of Lessee

- 5.1. Lessee is obliged to use Subject of lease solely and exclusively for the purpose for which it is designed and manufactured. Lessee is further obliged to manipulate with the Subject of lease in accordance with instructions provided in the Product User Manual and obey all applicable legal regulations relevant to the use of the Subject of lease, mainly, but not exclusively, not to use the Subject of lease for executing any activity that might be considered a criminal act either under jurisdiction relevant to the Lease agreement and/or jurisdiction relevant to a registered office of Lessee and/or jurisdiction relevant to the place of operation of the Subject of lease.
- 5.2. Lessee is not allowed to sub-lease the Subject of lease without a prior explicit written permission of the Lessor.
- 5.3. Lessee is obliged, without delay but twenty four (24) hours after the delivery of the Subject of lease the latest, to inspect and examine the Subject of lease for possible defects, damage and/or malfunctioning. If any defects, damage and/or malfunctioning is detected, the Lessee shall inform the Lessor about the defect(s), damage and/or malfunctioning and provide Lessor with all relevant information and documentation (e.g. photographs or video records) relevant to it without delay, next working day after the detection of a defect, damage or malfunctioning the latest. Shall the Lessee break obligation stipulated hereinabove, he is financially liable for all defects, damage and/or malfunctioning of the Subject of lease unless the Lessee proves that the defect(s), damage and/or malfunctioning has not been caused by him.
- 5.4. Lessee is strictly prohibited to execute or attempt to execute any modifications of the Subject of lease, mostly, but not limited to, attempting to modify the way of its operation.
- 5.5. Lessee is strictly prohibited to remove, damage and/or manipulate with protective seals installed on the Subject of lease.

6. Rights and obligations of Lessor

- 6.1. Lessor shall respect the Lease agreement and not to request the return of the Subject of lease prior to end of the standard Term of lease on any occasion.
- 6.2. Shall the Subject of lease be malfunctioning and/or has defects which have not been caused by Lessee, that prevent Lessee from a proper and full use of the Subject of lease under the Lease agreement, the Lessor is obliged to mend the Subject of lease or replace it with another Subject of lease of the same kind. The Lessor shall not charge the Lessee for the lease period during which the Lessee has not been able to use the Subject of lease due to the malfunctioning not caused by the Lessee.

7. Returning the Subject of lease

- 7.1. Shall the Term of lease expire or the Lease agreement is terminated under conditions stated in the Article 9, Lessee is obliged to consign the Subject of lease in five days from the day of the Term of Lease expiration

or termination of the Lease agreement the latest. The Lessee shall use the following return address for the consignment of the Subject of lease: Photoneo, s.r.o., Plynařenská 1, 821 09 Bratislava, Slovakia (+421 948 766 466).

- 7.2. Lessee is obliged to return the Subject of lease solely via a company authorized to provide shipping/delivery/consignment services and tracking the delivery. Lessee is obliged to inform the Lessor of the consignment of the Subject of lease and provide him with a tracking number of the consignment.
- 7.3. Lessee is obliged to return the Subject of lease in its original case with all accessories provided by the Lessor.
- 7.4. Costs resulting from returning the Subject of lease to the Lessor are borne solely by the Lessee.
- 7.5. Lessee is obliged to insure the consignment of the Subject of lease as follows:

Product	Model	Insurance Amount
PhoXi® 3D Scanner	XS - XL	10.000,- EUR
MotionCam-3D	XS - XL	10.000,- EUR
Localization SDK (HW key)	-	490,- EUR
Robot-Camera Calibration Tool (HW key)	-	490,- EUR
Bin Picking Studio (vision controller + SW)	-	5.000,- EUR
Anypick (vision controller + SW)	-	5.000,- EUR
Universal Depalletizer (vision controller + SW)	-	5.000,- EUR
PhoXi 3D Meshing (SW + rotary table)	-	5.000,- EUR
Photoneo UR+ Locator (vision controller + SW)	-	5.000,- EUR
Localization SDK PhoXi (PhoXi 3D Scanner + HW key)	XS - XL	10.490,- EUR
Robot-Camera Calibration Tool PhoXi (PhoXi 3D Scanner + HW key)	XS - XL	10.490,- EUR
Bin Picking Studio PhoXi (PhoXi 3D Scanner + vision controller + SW)	XS - XL	15.000,- EUR
Anypick PhoXi (PhoXi 3D Scanner + vision controller + SW)	S-XL	15.000,- EUR
Universal Depalletizer PhoXi (PhoXi 3D Scanner + vision controller + SW)	L-XL	15.000,- EUR
PhoXi 3D Meshing (SW + scanner)	XS - XL	10.490,- EUR
PhoXi 3D Meshing (SW + scanner + rotary table)	XS - XL	15.000,- EUR

8. Penalties

- 8.1. Shall the Lessee be in delay with payment for the lease under conditions stated in the Article 3 of the Terms and conditions for more than five (5) days, he is obliged to pay a contractual penalty in the amount of 20 EUR (in words twenty euro) for every day of the delayed payment, in addition to the amount due per the invoice issued by the Lessor and delivered to the Lessee.

- 8.2. Shall the Lessee break the obligation under the provision 5.1. of these Terms and conditions, he is obliged to pay the Lessor a contractual penalty in the amount of 8.500 EUR (in words eight thousand five hundred euro) for each and every breach.
- 8.3. Shall the Lessee break the obligation under the provision 5.2. of these Terms and conditions, he is obliged to pay the Lessor a contractual penalty in the amount of 8.500 EUR (in words eight thousand five hundred euro) for each and every breach.
- 8.4. Shall the Lessee break the obligation under the provision 5.3. of these Terms and conditions, he is obliged to pay the Lessor a contractual penalty in the amount of 8.500 EUR (in words eight thousand five hundred euro) for each and every breach.
- 8.5. Shall the Lessee break the obligation under the provision 5.4. of these Terms and conditions, he is obliged to pay the Lessor a contractual penalty in the amount of 8.500 EUR (in words eight thousand five hundred euro) for each and every breach.
- 8.6. Shall the Lessee break the obligation under the provision 5.5. of these Terms and conditions, he is obliged to pay the Lessor a contractual penalty in the amount of 3.000 EUR (in words three thousand euro) for each and every breach.
- 8.7. Shall the Lessee break the obligation under the provision 7.1. of the Terms and conditions, he is obliged to pay a contractual penalty in the amount of 50 EUR (in words fifty euro) for every day of the delayed consignment of the Subject of lease per the Lease agreement. This penalty is applicable for twenty days maximum since breaking the obligation under the provision 7.1. If the Subject of lease is not consigned by Lessee to Lessor in twenty-five days since the day of the Term of lease expiration or termination of the Lease agreement, Lessor issues an invoice with a standard 30-day payment term, charging the Lessee for failing to return the Subject of lease per the Terms and conditions, and provides it to the Lessee in an electronic form in .pdf format in accordance with Communication provisions stated hereinafter, in a timely manner. The electronic invoicing is subject to the Act No. 222/2004 Coll. on value added tax (as amended by consecutive acts). The following charges apply:

Product	Model	Penalty
PhoXi® 3D Scanner	XS - XL	10.000,- EUR
MotionCam-3D	XS - XL	10.000,- EUR
Localization SDK (HW key)	-	490,- EUR
Robot-Camera Calibration Tool (HW key)	-	490,- EUR
Bin Picking Studio (vision controller + SW)	-	5.000,- EUR
Anypick (vision controller + SW)	-	5.000,- EUR
Universal Depalletizer (vision controller + SW)	-	5.000,- EUR
PhoXi 3D Meshing (SW + rotary table)	-	5.000,- EUR
Photoneo UR+ Locator (vision controller + SW)	-	5.000,- EUR
Localization SDK PhoXi (PhoXi 3D Scanner + HW key)	XS - XL	10.490,- EUR
Robot-Camera Calibration Tool PhoXi (PhoXi 3D Scanner + HW key)	XS - X	10.490,- EUR
Bin Picking Studio PhoXi (PhoXi 3D Scanner + vision controller + SW)	XS - XL	15.000,- EUR

Anypick PhoXi (PhoXi 3D Scanner + vision controller + SW)	S-XL	15.000,- EUR
Universal Depalletizer PhoXi (PhoXi 3D Scanner + vision controller + SW)	L-XL	15.000,- EUR
PhoXi 3D Meshing (SW + scanner)	XS - XL	10.490,- EUR
PhoXi 3D Meshing (SW + scanner + rotary table)	XS - XL	15.000,- EUR

8.8. Shall the Lessee break the obligation under the provision 7.3. of the Terms and conditions, he is obliged to pay a contractual penalty which shall be a market price of missing components he fails to ship back to the Lessor together with the Subject of lease. The Lessor issues an invoice including the market price of the components not returned properly by the Lessee together with the Subject of lease.

8.9. If the Subject of lease is lost while being shipped back to Lessor, Lessee is obliged to inform the Lessor about the loss without any delay and provide the Lessor with a written statement by the shipping/ delivery/ consignment service provider stating the loss of the consignment, no later than 1 business week after the written statement by the delivery service provider is issued. The Lessor issues an invoice charging the Lessee for the loss of the Subject of lease (consignment of which should have been insured as per the provision 7.5.). The following charges apply:

Product	Model	Penalty
PhoXi® 3D Scanner	XS - XL	10.000,- EUR
MotionCam-3D	XS - XL	10.000,- EUR
Localization SDK (HW key)	-	490,- EUR
Robot-Camera Calibration Tool (HW key)	-	490,- EUR
Bin Picking Studio (vision controller + SW)	-	5.000,- EUR
Anypick (vision controller + SW)	-	5.000,- EUR
Universal Depalletizer (vision controller + SW)	-	5.000,- EUR
PhoXi 3D Meshing (SW + rotary table)	-	5.000,- EUR
Photoneo UR+ Locator (vision controller + SW)	-	5.000,- EUR

A statement by Lessee without the supporting written notice declaring the loss of the consignment issued by the shipping service provider is not sufficient. If there is no proof of such a loss, claimed solely by Lessee, penalty and procedure under the provision 8.7. is applied.

9. Termination

9.1. Lease agreement shall terminate:

9.1.1. By expiration of the Term of lease

9.1.2. By a written termination notification of Lessor to Lessee according to the provision 9.2. hereunder

9.1.3. By a written agreement of Parties of the Lease agreement

9.1.4. By a destruction or loss of the Subject of lease by Lessee. Claim for the contractual penalty under Article 8. of the Terms and conditions is not affected by the termination of the Lease agreement.

9.2. Lessor is entitled to terminate the Lease agreement immediately if Lessee breaks any of the obligations stated in Article 5. of the Terms and conditions. Termination is effective as of its delivery to Lessee. Claim for the contractual penalty under Article 8. of the Terms and conditions is not affected by the termination of the Lease agreement.

10. Communication

10.1. All communication between Parties related to Lease agreement and or any relationships arising on its basis is to be executed via e-mail. E-mail addresses and contact persons used for communication related to the Lease agreement are stated in heading of the Lease agreement.

10.2. Shall the contact e-mail and/or contact person change during the Term of lease, the Party which is subject to such a change is obliged to inform another Party of the change. Until such an announcement according to the previous sentence of this section has been made, the e-mail address provided and used most recently is considered to be actual and valid and all announcements/legal actions are effective once delivered to that e-mail address.

10.3. Parties hereby declare that e-mail addresses provided in the heading of the Lease agreement are correct and are administered by relevant persons entitled to act on behalf of Parties with regard to the Lease agreement.

11. Intellectual property

11.1. Subject of lease is subject to various intellectual property rights and is protected by local as well as European legislation. Shall there be a violation of intellectual property rights bound with the Subject of lease, a person violating the intellectual property rights is liable for the damage caused by such a violation and might be even prosecuted under the relevant legislation.

12. Governing law

12.1. The Parties have agreed that Lease agreement as well as all relationships resulting from it will be governed by the law of Slovak Republic. Parties submit to the exclusive jurisdiction of Slovak courts.

These Terms and conditions are an inseparable part of the Lease agreement submitted by a Lessee to the Lessor and regulate all relationships arising from the Lease agreement, concluded by Parties voluntarily in good faith. By submitting the electronic Lease agreement, Lessee declares his/ her understanding of and consent with these Terms and conditions.

2nd March 2021
Bratislava, Slovak republic