

Purchase Terms and Conditions

Version 20220401

1 APPLICABLE TERMS

1.1 These Purchase Terms & Conditions stipulate the rights and obligations of the Parties, as well as the other conditions for entering into contracts (including purchase orders) under which Photoneo shall order Products or the execution of work or the provision of services from Seller. Any applicable addenda to these Purchase Terms, including framework agreements, agreed and signed by the Parties, purchase orders issued by Photoneo, order confirmation issued by Seller, and Seller's (price) quotation, form the Parties' final agreement. Photoneo reserves the right to set out its contractual relationship by way of derogation from these Purchase Terms. In the event of a conflict between the documents, precedence shall apply in the following order: provisions of Agreement, these Purchase Terms, the order confirmation issued by Seller, the purchase order, quotation. Any additional or conflicting terms in Seller's confirmation, specifications, or any other written or oral communication are not binding on Photoneo unless in writing and 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 Purchase Terms.

1.2 Photoneo does not acknowledge, assume or agree to any general terms and conditions of the Seller. No purchase or sale by and between Parties performed without implied or expressed reservation of Photoneo to terms and conditions of the Seller, shall constitute the consent with their application by Photoneo.

1.3 Definitions and Interpretation

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

„AGREEMENT” - any applicable provisions of a final agreement including framework agreements under which Photoneo shall order Products or the execution of work or the provision of services from Seller, agreed and signed by the Parties, including any End-User License Agreement for the Software, if applicable. Framework purchase agreement, these Purchase Terms, confirmed purchase order all of them jointly form Parties' final agreement; To avoid any doubts, in case of absence of the framework agreement concluded between Parties, the confirmed purchase order and these Purchase Terms form Parties' final agreement.

„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 Photoneo or packaged with the Product;

„FORCE MAJEURE” - an obstacle that occurred independently of the intent of the obliged Party and prevents it from fulfilling its obligation, if it may not be reasonably assumed that the obliged Party could have averted or overcome this obstacle or its consequences, or the obstacle could have been foreseen by the obliged Party at the time when the obligation was established. Any direct or indirect interference by state administration authorities shall not be considered as Force Majeure;

„PARTY” - Seller 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;

„SELLER” - the legal entity who sells or agrees to sell Products, executes or agree to execute works, provide or agrees to provide services to Photoneo;

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

„PARTY” - Photoneo or the Seller;

„PARTIES” - Photoneo and the Seller together;

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

„PURCHASE ORDER” - the paper, electronic or any other form (as part of electronic transactions) with which Photoneo orders the Products, Works or Services from Seller;

„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 Seller holds the proprietary rights;

„PURCHASE TERMS” - these Purchase Terms and Conditions,

„VAT ACT” - the Act No. 222/2004 Coll. on Value Added Tax, as amended;

„WORKS” - means the works to be executed in accordance with Agreement.

1.4 All references in this Purchase 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 Purchase Terms are executed in the English language, and any and all communication between Photoneo and Seller shall also be made in English, unless explicitly consents to the use of a different language in a particular case.

2 PRICING & PAYMENT

2.1 Price. The prices stated by Seller in (price) quotation and/or any Seller's order confirmation or any other relevant document (e.g. contract, purchase order) shall be final and includes all costs incurred by Seller in connection with the supply of Products, including but not limited to, Product price, charges for freight, unloading, storage, insurance, taxes, excises, fees, duties or other government charges related to the Products. At the Purchaser's request, the Seller shall submit a detailed and complete price calculation (budget). Product's prices include the costs of its packing. The price and its individual items are listed exclusive of VAT, and VAT shall be added to them according to the VAT Act.

2.2 Price Increase. Any increase of prices shall become due only in case of modification order which will be duly authorized in writing by Photoneo pursuant to these Purchase Terms.

2.3 Payments. An invoice (tax document) must contain all of the particulars as required by VAT Act. Enclosed with the invoice shall be documents substantiating the issuance of such invoice (the Acceptance Protocol, the delivery note, etc.). The invoice must also contain the purchase order or contract number and be issued no later than fifteen (15) days after the taxable supply date. Unless otherwise stated in (price) quotation and/or any Seller's order confirmation or any other relevant document, all payments are due in the next thirty (30) days from the invoice date in EUR (Euro).

2.4 Photoneo shall be entitled to deduct and withhold from the payments to Seller any sum due and payable to Photoneo for contractual penalty or for any other justified reason whatsoever including amounts for non-conformities to Agreement.

2.5 Late Payments. In case of any late payment, Photoneo shall bear no interest, unless agreed in writing by Parties.

2.5 Disputed Invoice. In case of discrepancies between the amounts invoiced and the amounts indicated in Agreement or in case of dispute over all or any portion of an invoice, Photoneo is entitled to reject the invoice. Upon resolution of the dispute, the payment of the invoice or the remainder of the invoice shall be suspended.

2.6 Suspension/Termination Right. Unless otherwise stated in writing by Photoneo, Seller may not suspend supply of Product due to undisputed invoice which is less than sixty (90) days past due.

2.7 Unless prohibited by law, Photoneo may terminate this Agreement immediately in the event of a material adverse change in Seller's financial condition including, but not limited to, bankruptcy, insolvency, liquidation or similar financial condition.

2.8 Set-off Right. Photoneo is entitled to set off against the price any sum owed to it by the Seller whether under the Agreement or under any other contract or otherwise.

3 DELIVERY; TITLE; RISK OF LOSS

3.1 The Seller's contractual obligation shall be deemed met upon the due and timely delivery of Product and its acceptance by the Photoneo. The Seller shall deliver Product together with the accompanying documentation.

3.2 The Purchaser shall acquire the title to Product upon the acceptance thereof, unless agreed otherwise. The risk of damage to the Product shall pass to Photoneo at the moment of accepting the Product from the Seller.

3.3 Inspection and Rejection. All Products are subject to final inspection and acceptance by Photoneo at delivery location

notwithstanding any payment. Such inspection will be made within a reasonable time after receipt of the Product. Photoneo shall notify the Seller if any Product delivered hereunder are rejected, and at Seller's election and the Seller's risk and expense, such Product shall be held by Photoneo or returned to the Seller. No replacement or correction of nonconforming Products shall be made by Seller unless agreed to in writing by Buyer.

3.4 An acceptance confirmation must explicitly specify whether Product has been accepted free of defects or with defects or why Photoneo refused to accept it. The Seller shall ensure that the specified defects are removed within a reasonable period of time with respect to the nature of the defect and remedied as agreed by the Parties in writing, unless Photoneo withdraw from or otherwise terminate the Agreement.

4 DEFERMENT AND WITHDRAWAL

4.1 Upon placing a purchase order by Photoneo and issuance of order confirmation by which Seller confirms and accepts it, the Seller shall not be entitled to cancel or modify Photoneo's order. If any change to any law, rule, regulation, order, code, standard or requirement impacts Photoneo's obligations under this Agreement, Photoneo may request a change order for an equitable adjustment in the price and time of delivery. The Seller is obliged to supply the Product in accordance with such order confirmation, and Photoneo undertakes to use the best effort to accept and take over in due and timely manner Product supplied by Seller in accordance with the order confirmation.

4.2 Photoneo may withdraw from the Agreement if any of the following reasons for withdrawal comes into existence:

- (a) the representations made by the Seller appear to be untrue and misleading;
- (b) the Seller is more than seven (7) days in delay with supplying the Product;
- (c) the Product is not supplied even within seven (7) days after the Purchaser's notice demanding the supply of it;
- (d) the Product has defects and these defects are not removed without undue delay;
- (f) a bankruptcy petition is filed against the Seller and/or the Seller is adjudged bankrupt and/or the Seller is allowed to undergo restructuring and/or the Seller enters into liquidation.

4.3 Upon withdrawal from Agreement, Photoneo may also withdraw from interdependent performance or contracts without penalty for termination.

5 TRANSPORTATION AND STORAGE

5.1 Seller shall supply or make the delivery of Product in accordance with the confirmed purchase order. In case, the Parties will not specify delivery conditions in writing prior consignment, Seller shall deliver Product to Photoneo pursuant to this Purchase Terms and at its own expense, under DAP Incoterms® 2020.

5.2 The Seller shall meet its obligation to supply Product to Photoneo by delivering it within the delivery period and to the place of delivery as agreed with Photoneo; if no such place is specified, the Seller shall contact Photoneo prior to the consignment via logistics@photoneo.com and request specification of the delivery place.

5.3 Partial deliveries are subject to Photoneo's prior written consent.

6 FORCE MAJEURE / DELAYS

6.1 In case that the breach of the obligation of one of the Parties was caused due to Force Majeure, the other Party shall not be entitled to damage compensation and contractual penalty. If breach occurs only after the Seller was already in default with fulfillment of its obligation, or an obstacle arose from its economic situation, the Seller shall not exclude its liability for the reason of Force Majeure.

6.2 The deadline for delivering the Product shall be extended by as many days as the Force Majeure event lasts.

6.3 If the Seller breaches its obligation or should know, with respect to all the circumstances, that it will breach its obligation from the contractual relationship, it is obliged to notify Photoneo of the nature of the obstacle that prevents or will prevent it from fulfillment of the obligation, and of the consequences thereof. Such notice must be given without undue delay after the Seller learns of the obstacle or could have learned of it if exercising due care. If Seller

does not fulfill this obligation or if the notice is not delivered to Photoneo in time, the Seller shall not be relieved of its liabilities.

6.4 If Photoneo's performance is delayed due to Force Majeure, Photoneo's time of performance will be extended by a period equal to the length of the delay and shall be relieved of its liabilities under the Agreement. Photoneo will notify Seller within a reasonable time after becoming aware of any such delay.

7 SELLER'S OBLIGATIONS

7.1 The Seller shall supply the Product duly and in due time, in compliance with applicable laws and binding technical regulations and standards as agreed by the Parties, mainly not limited to, regulations and standards applicable in the EU and Slovakia, as well as all related documentation (f.i. customs declarations etc.).

7.2 The Seller is obliged to fulfill its obligations in line with the Agreement, these Purchase Terms and interests of Photoneo which are or in considering all the circumstances, must have been known to the Seller, acting with due diligence and at a high professional level. The Products shall be supplied fit for its purpose. Photoneo's performance is contingent upon Seller's timely fulfilling all of its obligations under the Agreement. These obligations include the Seller supplying all documents and approvals needed for Photoneo to take over, use and or commercially exploit the Product.

7.3 Photoneo is entitled to demand the submission of all available information, documents and materials that it considers necessary for the proper use of and commercial exploitation of the Product.

7.4 Upon Photoneo's request, the Seller shall submit a list of its involved subcontractors for approval. Any amendments to the list of subcontractors after approval may only be made with prior approval of Photoneo.

7.5 The Seller shall not act as Photoneo's agent, employee or partner in supplying the Product and no provision of these Purchase Terms shall be deemed to infer an agency, partnership, or employment relationship between the Parties.

7.6 In the event of a breach of any of the provisions of Article 7, the Seller shall be liable to Photoneo for an immediately due and payable penalty of EUR 20,000 per breach and EUR 5,000 for each day on which the breach continues, without prejudice to any other rights provided for by law or under this Agreement such as the right to specific performance, the right to an injunction or the right to claim damages in lieu of this penalty.

8 INDEMNITY

8.1 The Seller 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 Seller's violation of the material terms of this Agreement including warranty; any claim that the Product infringe, or its importation, use or resale, infringes the Intellectual Property Rights of any person, except to the extent that such claim arises solely from the Seller's use of Photoneo's intellectual property; any act or omission of the Seller, or its subcontractor or any personnel in supplying, delivering an/or installing the Product.

8.2 The Seller 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 the Seller shall not in any event settle any Photoneo involving matter without the written consent of Photoneo. Seller agrees to immediately notify Photoneo of any unauthorized use of or any other breach known to the Seller in relation to the Agreement and/or supplied Product.

9 WARRANTIES

9.1 Warranties

The Seller shall warrant to Photoneo that at the time of delivery: (i) each Product will be free from defects; (ii) each Product materially conforms to Photoneo's specifications that are attached to, or expressly incorporated into the Agreement, and (iii) Photoneo has title to each Product free and clear of liens and encumbrances; (iv) each Product comply with applicable laws and industry regulations (collectively, the "Warranties").

9.2 Warranty period. Unless otherwise specified in the Agreement, the warranty period shall start from the acceptance of

the Product by Photoneo and shall last until the expiry of a period of 2 (two) years from the acceptance.

9.2 Remedies

If defect, faults or other non-compliance of the Product ("Defect") occurs within the warranty period pursuant to subsection 9.2, Photoneo shall be, at the Seller's costs and expenses, entitled to (i) repair of the Defect, (ii) replacement of the faulty Products for same or newest version of the Products, (iii) reimburse costs and expenses incurred in relation to repairs of the Product performed directly or via a third party which shall be paid by the Seller in full within thirty (30) days from the date of the invoice, (iv) terminate the Agreement, if in the view of Photoneo Defect cannot be reasonably rectified or the Seller will not rectify the Defect within a reasonable term to remedy the Defect. Unless specified by the Parties, the remedy shall be provided to Photoneo in the shortest possible time and does not exceed the period of thirty (30) days from notification of the Defect by Photoneo to the Seller.

9.3 Photoneo shall not be liable and charged for any costs or expenses incurred by the Seller in relation to remedies provided to Photoneo in connection to the Agreement within the warranty period.

9.4 In case of repeated Defect, the Seller shall replace, or rectify all the same Products supplied to Photoneo on a preventive basis at the Seller's costs without undue delay.

9.5 In any case, the provided remedies by the Seller under the Agreement shall be without prejudice to Photoneo's rights to claim any further losses and damages suffered in relation or as a result of, whether directly or indirectly, Defect or any other fault of the Product by Photoneo.

10 PATENT AND COPYRIGHT INFRINGEMENT

10.1 The Seller represents, warrants and agrees that it will not incorporate any third-party intellectual property into any Product provided hereunder without notifying and obtaining the prior written approval of Photoneo. The Seller warrants that it will not incorporate any third-party intellectual property right into Product which contain intellectual property not assignable or licensable to Photoneo. The Seller agrees that if in the course of providing the Products, the Seller incorporates any Seller's or third parties' intellectual property into a Product provided to Photoneo, Photoneo is hereby granted and shall have a nonexclusive, perpetual, worldwide, royalty free, irrevocable, sub-licensable, transferable, license, to use any such Seller's and/or third parties' intellectual property, including embedded software, in the Product.

10.2 In the event the embedded software contains or uses Open Source Software, the Seller must specify and inform Photoneo in writing (and, at latest prior to delivery) about all Open Source Software implemented into or used by the embedded software. In the event that Photoneo does not approve any Open Source Software components contained in or used by the embedded software, the Seller agrees to replace or substitute at its own cost the affected Open Source Software component(s) contained in or used by the embedded software with software of at least the same quality and functionality and which is accepted by Photoneo. The Seller shall grant to Photoneo a nonexclusive, perpetual, worldwide, royalty free, irrevocable, sub-licensable, transferable, license to use the embedded software.

11 CONFIDENTIALITY

11.1 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 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 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.

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. The Seller agrees to abide by this policy.

12 COMPLIANCE WITH LAWS

12.1 The Parties agree to comply with all applicable laws and regulations, including but not limited to those relating to the manufacture, waste disposal, purchase, resale, exportation, transfer, assignment, sanction and embargoes limitation applicable to Photoneo or use of the Product. Without limitation of the foregoing, the Seller shall ensure the Products and any related packaging, conform fully to applicable law.

12.2 The Seller shall adhere to all applicable environmental laws and regulations and anticipate the expected regulations and constraints for all Products and/or manufacturing sites, including, but not limited to laws relating to "conflict minerals" (columbite-tantalite (coltan), cassiterite, gold, wolframite or their derivatives including tungsten, tin and tantalum) mined in the Democratic Republic of Congo or adjacent territories.

12.3 The Seller 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. The Seller agrees and undertakes 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 noncompliance 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.

12.4 Upon Photoneo's request, the Seller shall provide Photoneo with (a) written certification of Seller's compliance with applicable laws; (b) written certification of the origin of the Products; and (c) any relevant and reasonable additional cooperation or information regarding the Products requested by Photoneo such that Photoneo may comply in a timely manner with its obligations under applicable law.

13 NON-WAIVER

13.1 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 TERMS

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

15 ASSIGNMENT

15.1 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, the Seller 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 Seller's obligations; or an entity in adverse financial condition or subject to bankruptcy, insolvency, liquidation or similar financial condition. 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 Seller's consent. The Seller 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.

well as clauses 4.3 and 7.6, survive termination, expiration or cancellation of this Agreement.

16 APPLICABLE LAW AND JURISDICTION

16.1 These Purchase Terms as well as all relationships resulting from it will be 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.

17 SEVERABILITY

17.1 If any provision of these Purchase Terms is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. Parties shall use their best effort to modify in writing the invalid, illegal or unenforceable provision to reflect, as closely as possible, the Parties' original intent.

18 PERSONAL DATA PROTECTION

18.1 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 Seller 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, by Photoneo or the legal persons affiliated to Photoneo, or 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 Seller 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, Parties shall adopt appropriate safeguards for data protection.

18.2 Photoneo is also entitled to provide the personal data of the Seller, if it is required by the applicable law. The Seller 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, access to, limitation of use, to receive a copy (if applicable under data protection regulations). In the extent stipulated by respective regulations, the Seller also has the right to object the processing, to restriction of processing, to portability, as well as right to file a complaint to respective supervisory authority.

18.3 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.

18.4 In case the Seller provides to Photoneo for the purpose of the 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.

19 SURVIVAL

The articles titled "Patent and Copyright Infringement," "Indemnities", "Warranties", "Confidentiality," "Delivery; Title; Risk of Loss", "Compliance with laws and "Applicable law and jurisdiction" as