

EVERSYS, INC. – Terms & Conditions

1. Applicability of Terms and Conditions

1.1 Any agreement to purchase or pilot Products or Services, any purchase orders or payment received by Eversys from the Client, Products made available for pickup by the Client, Services received by the Client or other instructions received by Eversys from the Client for the supply of Products or Services and/or the Client's receipt of Products or Services supplied by Eversys shall constitute binding acceptance of the terms and conditions contained herein (these "Terms").

1.2 Where more than one Client has entered into an agreement with Eversys, the Clients shall be jointly and severally liable for all payments of the Price.

1.3 Upon acceptance of these Terms by the Client the Terms are binding and can only be amended with the written consent of Eversys.

1.4 Eversys reserves the right, at its sole discretion, to change, modify, add, or remove portions of these Terms at any time by posting the amended Terms at www.eversys.com. Please check these Terms periodically for changes. The Client's continued use of the Products or Services after the posting of changes constitutes its binding acceptance of such changes.

1.5 The Client shall give Eversys not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client or any change in the Client's name and/or any other change in the Client's details (including but not limited to, changes in the Client's address, facsimile number, or business practice). The Client shall be liable for any loss incurred by Eversys as a result of the Client's failure to comply with this Section.

2. Price And Payment

2.1 At Eversys' sole discretion the Price shall be either:

(a) as indicated on invoices provided by Eversys to the Client in respect of Products and Services supplied; or

(b) Eversys' current Price at the date of delivery of the Products according to Eversys' current Price list; or

(c) Eversys' quoted Price (subject to Section 2.2) which shall be binding upon Eversys provided that the Client shall accept Eversys' quotation in writing within thirty (30) days.

2.2 Eversys reserves the right to change the Price in the event of a variation to Eversys' quotation.

2.3 At Eversys' sole discretion a deposit may be required.

2.4 At Eversys' sole discretion:

(a) payment shall be due on delivery of the Products or receipt of Services; or

(b) payment for approved Clients shall be due thirty (30) days following the delivery and provision of Products and Services to the Client.

2.5 Time for payment for the Products and Services shall be of the essence and will be stated on the invoice or any other forms. If an invoice remains unpaid after expiry of the term specified in Section 2.4, the Client shall be in default and the payment qualified as overdue seven (7) days following the expiration of such term, without any further notice.

2.6 Payment will be made in US Dollars by check, or by bank check, or by direct credit, wire payment, ACH credit, or by any other method as agreed to between the Client and Eversys.

2.7 The Client shall not, and acknowledges that it will have no right, under these Terms, any other agreement, document

or law, to withhold, offset, recoup or debit any amounts owed (or to become due and owing) to Eversys or any of its affiliates, whether under these Terms or otherwise, against any other amount owed (or to become due and owing) to it by Eversys or its affiliates, whether relating to Eversys' or its affiliates' breach or non-performance of these Terms or any other agreement between the Client or any of its affiliates, and Eversys or any of its affiliates, or otherwise.

2.8 All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by the Client. The Client shall be responsible for all such charges, costs, and taxes; provided, that, Client shall not be responsible for any taxes imposed on, or with respect to, Eversys; income, revenues, gross receipts, personnel or real or personal property or other assets.

3. Delivery Of Products

3.1 The Products will be delivered within a reasonable time after the receipt of the Client's purchase order, work authorization, quotation, or a signed estimate or invoice, subject to availability of Products. Eversys shall not be liable for any delays, loss or damage in transit.

3.2 At Eversys' sole discretion delivery of the Products shall take place when:

(a) the Client takes possession of the Products at the Client's nominated address (in the event that the Products are delivered by Eversys or Eversys' nominated carrier); or

(b) the Client's nominated carrier takes possession of the Products even if the nominated carrier is arranged by Eversys, in which event the carrier shall be deemed to be the Client's agent.

3.3 At Eversys' sole discretion the costs of delivery are:

(a) in addition to the Price; or

(b) for the Client's account.

3.4 The Client shall make all arrangements necessary to take delivery of the Products whenever they are tendered for delivery. In the event that the Client is unable to take delivery of the Products as arranged then Eversys shall be entitled to charge a reasonable fee for redelivery.

3.5 Delivery of the Products to a third party nominated by the Client is deemed to be delivery to the Client for the purposes of these Terms.

3.6 Eversys may deliver the Products in separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions in these Terms.

3.7 The Client shall take delivery of the Products tendered notwithstanding that the quantity so delivered shall be either greater or lesser than the quantity purchased provided that:

(a) such discrepancy in quantity shall not exceed 5%; and

(b) the Price shall be adjusted pro rata to the discrepancy.

3.8 The failure by Eversys to deliver shall not entitle either party to treat these Terms as repudiated.

3.9 Eversys shall not be liable for any loss or damage whatever due to failure by Eversys to deliver the Products (or any of them) promptly or at all, where due to circumstances beyond the control of Eversys.

3.10 For any discrepancy between order and delivery (wrong parts, difference in quantity) the Client has to inform Eversys in writing within five (5) working days from receipt of Products. Claims after this delay will not be accepted.

4. Risk of Loss

- 4.1 If Eversys retains ownership of the Products nonetheless, all risk for the Products passes to the Client immediately once Products leave Eversys' premises irrespective of whose transport is used for delivery.
- 4.2 If any of the Products are damaged or destroyed following or during delivery but prior to ownership passing to the Client, Eversys is entitled to receive all insurance proceeds payable for the Products. The production of these Terms by Eversys is sufficient evidence of Eversys' rights to receive the insurance proceeds without the need for any person dealing with Eversys to make further enquiries.
- 5. Title to the Products**
- 5.1 Eversys and the Client agree that title to and ownership of the Products shall not pass until:
- (a) the Client has paid Eversys all amounts owing for the particular Products; and
 - (b) the Client has met all other obligations due by the Client to Eversys in respect of all contracts between Eversys and the Client.
- 5.2 Receipt by Eversys of any form of payment other than check, or bank check, or direct credit, wire payment, ACH credit, shall not be deemed to be payment until that form of payment has been honored, cleared or recognized and until then Eversys' ownership and rights in respect of the Products shall continue.
- 5.3 It is further agreed that:
- (a) where practicable the Products shall be kept separate and identifiable until Eversys shall have received payment and all other obligations of the Client are met; and
 - (b) until such time as title to and ownership of the Products shall pass from Eversys to the Client, Eversys may give notice in writing to the Client to return the Products or any of them to Eversys. Upon such notice being given the rights of the Client to obtain title, ownership or any other interest in the Products shall cease; and
 - (c) the Client is only a bailee of the Products and until such time as Eversys has received payment in full for the Products then the Client shall hold any proceeds from the sale or disposal of the Products on trust for Eversys; and
 - (d) until such time that ownership in the Products passes to the Client, if the Products are converted into other products, the parties agree that Eversys will be the owner of the end products; and
 - (e) if the Client fails to return the Products to Eversys then Eversys or Eversys' agent may enter upon and into land and premises owned, occupied or used by the Client, or any premises where the Products are situated as the invitee of the Client and take possession of the Products, and Eversys will not be liable for any loss or damage suffered as a result of any action by Eversys under this Section.
- 6. Pilot/Prototype Products**
- 6.1 Eversys, in its sole discretion, may permit the Client to test or pilot current or new Products free of charge. Notwithstanding anything else in these Terms, title to and ownership of any tested or piloted Products pursuant to this Section 6, shall remain vested in Eversys and no ownership rights shall transfer to the Client.
- 6.2 The piloted Products are returnable on demand by Eversys. In the event that the piloted Products are not returned to Eversys in the condition in which they were delivered, Eversys retains the right to charge the cost of repair or replacement of the piloted Products.
- 6.3 The Client shall;
- (a) keep the piloted Products in its own possession and control, and will not remove the piloted Products from its place of business or otherwise part with the piloted Products, and shall not assign the benefit of the piloted Products nor be entitled to lien over the piloted Products; the Client will keep the piloted Products free of all other taxes and encumbrances;
 - (b) not alter or make any additions to the piloted Products including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number on or in the piloted Products or in any other manner interfere with the piloted Products;
 - (c) keep the piloted Products, complete with all parts and accessories, clean and in good order as delivered, and shall comply with any maintenance schedule as advised by Eversys to the Client at the Client's own cost and expense.
- 6.4 The Client accepts full responsibility for the safekeeping of the piloted Products and the Client agrees to insure Eversys' interest in the piloted Products pursuant to Section 21 and agrees to indemnify Eversys and the Indemnified Parties against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and any loss, damage or injury to property or persons arising out of the use of the piloted Products. Furthermore, the Client will not use the piloted Products nor permit any to be used in such a manner as would permit an insurer to decline any claim. Eversys is entitled to receive all insurance proceeds payable for the piloted Products.
- 6.5 For the purpose of examining and inspecting the piloted Products, Eversys may, from time to time, enter any premises in which the piloted Products may then be.
- 6.6 The piloted Products will at all times remain personal property of Eversys, regardless of whether they are attached to, embedded in or permanently resting on real property or any building on real property, or attached in any manner by nails, bolts, screws or otherwise.
- 6.7 NOTWITHSTANDING ANY OTHER WARRANTY THAT MAY ACCOMPANY THE PRODUCTS WHEN SUCH PRODUCT IS PURCHASED, EVERSYS PROVIDES THE PILOTED PRODUCTS UNDER THESE TERMS ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, EVERSYS MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PILOTED PRODUCTS, AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.
- 7. Inspection and Defects**
- 7.1 The Client shall inspect the Products on delivery and shall within five (5) working days of delivery (time being of the essence) notify Eversys of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford Eversys an opportunity to inspect the Products within a reasonable time following delivery if the Client believes the Products are defective in any way. If the Client shall fail to comply with these provisions the Products shall be presumed to be free from any defect or damage and deemed accepted by the Client. For defective Products, which Eversys has agreed in writing that the Client is entitled to reject, the Client's sole and exclusive remedy and Eversys' liability is limited to either (at Eversys' discretion) replacing the Products or repairing the Products.
- 7.2 Products will not be accepted for return other than in accordance with Section 7.1 above.
- 8. Returns**

- 8.1 Returns, except in case of defects according to Section 7.1 above, will only be accepted (at Eversys' discretion) provided that:
- (a) the Client has complied with the provisions of Section 7.1; and
 - (b) Eversys has agreed in writing to accept the return of the Products; and
 - (c) the Products are returned at the Client's cost within ten (10) days of the delivery date; and
 - (d) Eversys will not be liable for Products which have not been stored or used in a proper manner; and
 - (e) the Products are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.
- 8.2 Eversys may (at its discretion) accept the return of Products for credit but this may incur a handling fee of twenty-five percent (25%) of the value of the returned Products plus any freight.
- 9. Warranty**
- 9.1 Every Coffee Machine manufactured by Eversys is guaranteed to be free of defects in workmanship and material when leaving the factory for a period of 24 months or 100,000 uses per group head on each Coffee Machine (whichever comes first) valid from date of shipment, unless otherwise stated on invoice or bill of sale.
- 9.2 As the Client's sole and exclusive remedy, Eversys will repair or replace at Eversys' discretion part or all of the Coffee Machine not conforming to this warranty. Eversys' responsibility under this warranty is limited to the repair or replacement of defective parts and not to wear and tear parts and maintenance. Furthermore, the warranty is not provided if:
- (a) The Client makes further use of the Coffee Machine after giving notice of a warranty claim;
 - (b) The instructions on how to handle, install or operate the machines or spare parts are disregarded;
 - (c) The Coffee Machines have been disassembled or modified or repaired with non-original components by a person and/or company which is not duly approved by Eversys;
 - (d) The Coffee Machines have been utilized for an application for which they were not intended to be used;
 - (e) Installation and regular maintenance have not been done properly and on time and conducted by a person and/or company which is not duly approved by Eversys;
 - (f) Neglect, accident, adverse weather or environmental conditions, vandalism, accident, abuse, unusual physical or electrical or mechanical stress, operation with an accessory, equipment or part not specifically approved by Eversys;
 - (g) Water quality does not correspond to Eversys criteria.
- 9.3 In the case of second hand Products, the Client acknowledges that it has had full opportunity to inspect the same and that the Client accepts the same with all faults and that no warranty is given by Eversys as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded.
- 9.4 Eversys shall not be responsible for any loss or damage to the Products, or caused by the Products, or any part thereof however arising.
- 9.5 All cleaning materials must have been authorized by Eversys. If the Client is not using Eversys' manufactured and branded cleaning materials, the warranty is null and void.
- 9.6 EVERSIS MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING

PREVENTION OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. No warranty liability whatsoever shall attach to Eversys until the Client's complete order has been paid for in full and Eversys' liability under the limited warranty in Section 9.1 shall be limited to the purchase price of the Coffee Machine shown to be defective. EXCEPT FOR EVERSIS' LIMITED WARRANTY EXPRESSLY SET FORTH HEREIN, EVERSIS DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.

Client's Disclaimer

The Client hereby disclaims any right to rescind, or cancel any contract with Eversys or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Client by Eversys. The Client acknowledges that the Products are purchased relying solely upon the Client's skill and judgment.

Client's Obligation

The Client has the obligation to ensure the proper training of its own employees on Eversys Products.

Intellectual Property

All intellectual property rights in and to the Products, Services, design contributions, related knowledge or processes, modifications, enhancements or derivative works of the foregoing, regardless of whether or not created solely by Eversys or jointly with the Client, shall belong to, and vest in Eversys. All rights not expressly granted to the Client are reserved to Eversys.

Eversys shall have all right, title and interest, including without limitation, all intellectual property rights, in and to, and the unrestricted royalty-free right to use and incorporate into Products and Services, any suggestions, enhancement requests, recommendations or other feedback provided by Client, relating to the Products or Services. Furthermore, the Client acknowledges and agrees that Eversys is free to use its general knowledge, skills, experience and any ideas, concepts, know-how and techniques, related to or derived from the performance of these Terms (including Products or Services).

Where Eversys has designed, drawn or written Products for the Client, then the copyright in those designs and drawings and documents shall remain vested in Eversys, and shall only be used by the Client at Eversys' discretion.

In the event the Client specific branding is requested by the Client, the Client hereby grants to Eversys a revocable, non-exclusive, royalty-free, non-transferable, and non-sublicensable license to use the Client's trademarks, trade names or trade dress as specifically directed and provided by the Client to Eversys from time-to-time, if any, for the sole purpose of labeling Products or Services and performing the obligations of Eversys under its agreement with the Client.

The Client warrants that all trademarks, trade names, trade dress, designs or instructions given to Eversys to customize any Products or Services will not cause Eversys to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify, defend and hold harmless Eversys and the Indemnified Parties against any action taken by a third party against Eversys in respect of any such infringement.

Default & Consequences of Default

Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 3% per calendar month and such interest shall

- compound monthly at such a rate after as well as before any judgment.
- 13.2 If the Client defaults in payment of any invoice when due, the Client shall indemnify Eversys and the Indemnified Parties, in addition to the interest provided under Section 13.1 above, from and against all costs and disbursements incurred by Eversys in pursuing the debt including legal and Eversys' collection agency costs.
- 13.3 Without prejudice to any other remedies Eversys may have, if at any time the Client is in breach of any obligation (including those relating to payment), Eversys may suspend or terminate the supply of Products and Services to the Client and any of its other obligations under these Terms or any agreement between the parties. Eversys will not be liable to the Client for any loss or damage the Client suffers because Eversys has exercised its rights under this Section.
- 13.4 If any account remains overdue after thirty (30) days, then an amount equal to the maximum interest rate permitted by law shall be levied for administration fees which sum shall become immediately due and payable.
- 13.5 Without prejudice to Eversys' other remedies at law Eversys shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to Eversys shall, whether or not due for payment, become immediately payable in the event that:
- (a) any money payable to Eversys becomes overdue, or in Eversys' opinion the Client will be unable to meet its payments as they fall due; or
 - (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.
- 14. Cancellation**
- 14.1 Eversys may cancel any contract to which these Terms apply or cancel delivery of Products or Services at any time before the Products and Services are delivered or provided by giving written notice to the Client. On giving such notice, Eversys shall repay to the Client any sums paid in respect of the Price for Products which have not been provided or Services which have not been performed for the Client. Eversys shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 14.2 In the event that the Client cancels delivery of the Products or Services the Client shall be liable for any loss incurred by Eversys (including, but not limited to, any loss of profits) up to the time of cancellation.
- 15. Unpaid Eversys' Rights**
- 15.1 Where the Client has left any item with Eversys for repair, modification, exchange or for Eversys to perform any other Service in relation to the item and Eversys has not received or been tendered the whole of the Price, or the payment has been dishonored, Eversys shall have:
- (a) a lien on the item;
 - (b) the right to retain the item for the Price while Eversys is in possession of the item;
 - (c) a right to sell the item.
- 15.2 The lien of Eversys shall continue despite the commencement of proceedings, or judgement for the Price having been obtained.
- 16. Premium Support**
- 16.1 If the Client has not complied with one of the provisions listed under Section 9.2, or has failed ensuring either the training of its own employees on Eversys Products and/or an appropriate level of service to its own customers (for instance, through a sufficient number of technicians), Eversys is able to charge \$250.00 per hour (or its then current rate) for all support provided to the Client, plus any

travel expenses if needed. It includes also payment for the provision of Services that have not been agreed contractually.

17. Limitations on Liability

17.1

NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL EVERSYS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS) EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY. In no event will Eversys' liability in connection with the provision of Products or Services or otherwise under these Terms exceed the amount paid to Eversys by the Client under these Terms.

18.

Indemnification. The Client shall indemnify, defend and hold harmless Eversys and its officers, directors, shareholders, members, managers, employees, agents, affiliates, successors and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under these Terms and the cost of pursuing any insurance providers, incurred by Indemnified Party, arising out of or occurring in connection with (a) the Products or Services purchased or piloted from Eversys, or (b) the Client's negligence, willful misconduct or breach of these Terms. The Client shall not enter into any settlement without Eversys' or Indemnified Party's prior written consent.

19.

Compliance with Law. The Client shall comply with all applicable laws, regulations and ordinances. The Client shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under these Terms. The Client shall comply with all export and import laws of all countries involved in the sale of the Products and Services under these Terms or any resale of the Products by the Client. The Client assumes all responsibility for shipments of Products requiring any government import clearance.

20.

Confidential Information. All non-public, confidential or proprietary information of Eversys, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Eversys to the Client, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" are confidential, solely for the use of performing these Terms and may not be disclosed or copied unless authorized in advance by Eversys in writing. Upon Eversys' request, the Client shall promptly return all documents and other materials received from Eversys. Eversys shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is in the public domain (other than through the unauthorized disclosure by the Client).

21.	Insurance. The Client shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$1,000,000 with financially sound and reputable insurers. Upon Eversys' request, the Client shall provide Eversys with a certificate of insurance from the Client's insurer evidencing the insurance coverage specified in these Terms. The certificate of insurance shall name Eversys as an additional insured. The Client shall provide Eversys with 30 (thirty) days' advance written notice in the event of a cancellation or material change in the Client's insurance policy. Except where prohibited by law, the Client shall require its insurer to waive all rights of subrogation against Eversys' insurers and Eversys.	24.2	Eversys shall use the said data in a manner consistent with industry practices and only for the purpose of internal commercial or technical business with the Client.
22.	General	24.3	The Client has the right, at any time, to withdraw its consent, or to request rectification, or deletion of its data.
22.1	If any provision of these Terms shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.	25.	Definitions
22.2	These Terms contain all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof.	25.1	"Eversys" shall mean Eversys, Inc. its subsidiaries, affiliates, and assigns or any person acting on behalf of and with the authority of Eversys, Inc..
22.3	Eversys may license or sub-contract all or any part of its rights and obligations without the Client's consent. The Client may not assign, transfer, or convey these Terms, or any part hereof, or its right, title or interest herein, without the written consent of the Eversys. Subject to the foregoing, these Terms shall be binding upon and inure to the benefit of the Client's permitted successors and assigns.	25.2	"Client" shall mean the Client (or any person acting on behalf of and with the authority of the Client) as described on any quotation, work authorization, purchase order, invoice, signed estimate or other form as provided by Eversys to the Client.
22.4	Neither party shall be liable for any default due to force majeure, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.	25.3	"Coffee Machines" shall mean all finished coffee making products supplied by Eversys to the Client.
22.5	The failure by Eversys to enforce any provision of these Terms shall not be treated as a waiver of that provision, nor shall it affect Eversys' right to subsequently enforce that provision.	25.4	"Services" shall mean all services supplied by Eversys to the Client, including the Support Services and any advice or recommendations.
22.6	These Terms are for the sole benefit of the parties hereto, the Indemnified Parties, and each of their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms	25.5	"Support Services" shall mean those support services provided by Eversys to the Client, as further described in the applicable invoice, purchase order, work authorization, quotation, or signed estimate for the duration set forth therein. The Support Services may include delivery, installation, parts, Product maintenance, consumables and other services or items as described in the invoice, purchase order, or signed estimate.
22.7	Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of these Terms.	25.6	"Price" shall mean the price payable for the Products and/or Services as agreed between Eversys and the Client in accordance with Section 2 of these Terms.
23.	Governing Law and Disputes	25.7	"Products" shall mean the Coffee Machines, parts, consumables, cleaning materials and other goods provided by Eversys pursuant to a purchase order, pilot, invoice, or signed estimate, quotation, work authorization or any other forms.
23.1	Except as provided below, to the maximum extent provided by law, these Terms are made and shall be interpreted and enforced in accordance with the laws of the State of New York, without regard to its conflict of law principles that might otherwise call for the application of a different state's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. Any action or suit arising out of or related to these Terms brought by the Client must be commenced within one year after the cause of action has accrued.		
23.2	Any legal suit, action or proceeding arising out of or relating to these Terms shall be instituted in the federal courts of the United States of America or the courts of the State of New York in each case located in the City of New York City, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.		
24.	Data Protection		
24.1	The Client consents to share its personal data with Eversys for internal use only.		