

Terms and Conditions

# Hardware, Software and Services

# **GENERAL TERMS AND CONDITIONS OF SALE**

These General Terms and Conditions of Sale apply in Switzerland to all sales of scanners, hardware, software, and consumables (collectively, the “Products”; as applicable, “Hardware” or “Software”) and to the provision of related after-sales services, including installation, training, and support (the “Services”), by Dyanix AG (“Dyanix”) to its professional clients (the “Client”). “Vendor” means the manufacturer or creator of a Product. For Software, “Vendor” means the manufacturer or creator whose End User License Agreement (“EULA”) governs use of the Software.

## **1. CONDITIONS FOR APPLICATION**

The sale of Products (Hardware and Software) and Services by Dyanix to its Clients is exclusively governed by these General Terms and Conditions of Sale, as supplemented, where applicable, by special conditions established and agreed between the parties. Other documents originating from Dyanix, such as booklets, instructions, leaflets, catalogs, or documentation, are provided for information only and have indicative value.

The Client agrees that all use of the Software is subject to the Vendor’s EULA, which is made available at the time of installation of or access to the Software.

Any sale of Products and/or provision of Services by Dyanix to the Client, as well as any order issued by the Client, constitutes acceptance of these General Terms and Conditions of Sale without reservation, notwithstanding any contrary clauses, whether handwritten or otherwise, appearing on purchase orders, letters, or other documents originating from the Client.

These General Terms and Conditions of Sale constitute the sole basis of the commercial negotiations between the parties.

Accordingly, in the event of a conflict between these General Terms and Conditions of Sale and the Client’s General Terms and Conditions of Purchase, the parties agree that these General Terms and Conditions of Sale shall prevail in their entirety.

## **2. PRICE**

Products and Services are invoiced at the price stated in Dyanix’s offer or estimate accepted without reservation by the Client, or at the price in effect on the date Dyanix receives the Client’s order. The euro is the reference currency.

Dyanix reserves the right to modify its rates at any time, subject to existing contracts.

For Services provided under contracts with automatic renewal, Dyanix reserves the right to modify the price of the Services, subject to three (3) months’ notice to the Client before the end of the then-current term.

## **3. ORDERS – DELIVERIES – RISKS**

### **3.1 Orders and contract formation**

Orders for Products and/or Services must be submitted by the Client in writing (including by letter or email). The sale is final and the Contract is concluded upon Dyanix’s written confirmation of the Client’s order. “Contract” means the contractual documents binding Dyanix and the Client, including (i) these General Terms and Conditions of Sale, (ii) Dyanix’s estimate or offer, and (iii) the Client’s order, provided that the order does not contain any modification of or reservation concerning Dyanix’s offer.

Any Client order whose specifications or characteristics differ from Dyanix’s offer or estimate is accepted only upon Dyanix’s written confirmation. Unless otherwise stated in the offer, Dyanix’s offers and estimates are valid for one (1) month.

### **3.2 Freight and handling**

Dyanix charges Clients freight and handling costs based on rates determined according to the type of Products and order volume. These costs will be stated separately on quotations, order confirmations, and invoices. Products will be transported by a carrier selected by Dyanix.

### **3.3 Inspection, complaints, and returns**

The Client shall check the condition and quantity of the Products upon delivery. Where applicable, the Client shall note any reservations on the carrier’s delivery slip and confirm them in writing to the carrier by registered letter with acknowledgment of receipt within three (3) business days after receipt. A copy of this letter shall be sent to Dyanix at the same time. Reservations must clearly and precisely describe the nature and extent of the damage. Reservations such as “accepted subject to unpacking” are not valid and are not accepted by transport insurers.

Any other complaint concerning apparent defects or nonconformity of the ordered Products with the order (including incorrect quantities or references) must, to be valid, be submitted to Dyanix in writing within eight (8) days after the Client receives the Products. After this period, the delivered Products shall be deemed to conform to the order, and Dyanix will not consider complaints relating to apparent defects or conformity.

If, after verification, Dyanix acknowledges that delivered Products do not conform to the order and/or the Contract, Dyanix shall deliver the missing Products and/or replace, in the same quantities, the Products acknowledged as nonconforming, excluding any damages, refund, or cancellation of the relevant order.

The return of all or part of a Product is subject to Dyanix's prior written agreement. Return costs and risks shall be borne by the Client.

### **3.4 Delivery periods**

Delivery periods stated in Dyanix's offer and/or estimate are indicative only. Unless otherwise agreed by Dyanix in writing, any delay or partial delivery shall not give rise to damages and/or cancellation of the order by the Client.

### **3.5 Software delivery**

The Vendor, or Dyanix as the Vendor's trading partner, will provide the Software in digital or physical format. Installation Services may be provided as agreed.

## **4. TERMS OF PAYMENT**

Unless otherwise agreed between the parties, invoices are payable within thirty (30) days from the invoice date. These payment terms may be modified based on changes in the Client's ability to pay and the level of coverage provided by Dyanix's credit insurer. In particular, Dyanix may require cash payment for Products and/or Services on the date the Client confirms the order if the Client has not paid all or part of a previous order within the applicable payment period. Any conditions under which Dyanix may grant a discount for early payment are stated on Dyanix's invoice.

## **5. DELAY IN PAYMENT**

If the Client fails to pay an amount when due, Dyanix shall be entitled, without prior notice of default and to the extent permitted by applicable law, to statutory commercial late-payment interest at the rate applicable under the governing law, together with any applicable fixed compensation and reasonable additional recovery costs.

If the actual recovery costs exceed forty (40) euros, Dyanix reserves the right to request supplementary compensation upon presentation of supporting documents to the Client. Failure to observe any payment due date also automatically results in the immediate payment of amounts remaining due for other orders for Products and/or Services.

If payment is not made, Dyanix reserves the right to withhold Products not yet delivered and/or suspend the performance of all current Services fifteen (15) days after a formal notice to pay, sent by registered letter with acknowledgment of receipt, remains unheeded, without prejudice to any other remedy and/or compensation. Suspension of Services or orders does not affect Dyanix's right to pursue recovery of the entire invoice.

## **6. RESERVATION OF OWNERSHIP CLAUSE**

### **6.1 Retention of title**

The Products remain the property of Dyanix until Dyanix has received full payment of their total price, including taxes, principal, charges, and interest. For purposes of this document, the presentation of a bill of exchange or other security creating an obligation to pay does not constitute payment.

In the event of nonpayment of the total price, including principal, charges, and interest, on the due date and/or the opening of safeguard, insolvency, or winding-up proceedings against the Client, Dyanix may (i) require the return of the sold Products at the Client's cost and risk and (ii) terminate the Contract automatically by simple written notice to the Client, without prejudice to any damages.

These provisions do not prevent the transfer of risks of loss and deterioration of the Products in accordance with Article 6.2 below. The Client undertakes to ensure that Dyanix's Products are identifiable at its premises. If a Product is returned under this Article, amounts already paid by the Client as part payment for the Products will be retained by Dyanix as compensation.

## **6.2 Transfer of risk**

Risk transfers when the Products are delivered to the Client's premises. The Client is responsible for obtaining the insurance necessary to cover the risks of loss of and damage to the Products.

## **7. SOFTWARE**

### **7.1 Vendor terms**

The Client acknowledges that:

The Vendor's EULA governs the Client's right to install, access and use the Software, including applicable license restrictions and the Vendor's intellectual property rights. In the event of a conflict concerning such use rights, the Vendor's EULA shall prevail. The Vendor's EULA shall not exclude or modify any mandatory obligations of Dyanix under the Contract or applicable law.

- (i) it has read and accepted the Vendor's EULA, which governs the terms of use, intellectual property rights, and limitations related to the Software;
- (ii) the Vendor's EULA supersedes any conflicting provisions in these General Terms and Conditions of Sale relating to the Software's use, warranty, and liability;
- (iii) any violation of the Vendor's EULA will result in termination of the Software license and may lead to additional legal consequences; and
- (iv) it has read and accepted the Vendor's subscription terms of service.

### **7.2 License grant**

The Client is granted a nonexclusive, nontransferable license to use the Software as specified in the Vendor's EULA. The Client is prohibited from modifying, reverse engineering, or distributing the Software unless explicitly permitted by the Vendor's EULA.

### **7.3 Support**

Dyanix will provide limited support for installation and configuration of the Software as detailed in Dyanix's offer. Ongoing technical support, Software updates, and maintenance Services are governed by the Vendor's policies and may require direct communication with the Vendor.

### **7.4 Hosted Software subscriptions**

Hosted Software is provided on a subscription basis for the fixed Subscription Term specified in Dyanix's offer. Unless expressly agreed otherwise, the subscription may not be terminated for convenience during the applicable Subscription Term.

### **7.5 SaaS fees**

Subscription SaaS fees are invoiced and payable in advance for each invoice period defined in the "Billing Frequency" during the Subscription Term and any renewal term thereafter. During the Subscription Term and any Renewal Term, subscription SaaS fees include provision of Software maintenance and support Services for such SaaS licensing.

### **7.6 Termination of Software rights**

The Client's right to use the Software may be terminated immediately if the Client violates any provision of the Vendor's EULA or these General Terms and Conditions of Sale. Upon termination, the Client must cease all use of the Software and comply with the terms concerning Software deletion or return as stated in the Vendor's EULA.

## **8. INSTALLATION AND TRAINING SERVICES**

### **8.1**

Dyanix undertakes to perform the installation and training Services subscribed to by the Client as specified in Dyanix's offer and/or estimate.

## **8.2**

The Services are performed at the Client's premises or remotely, as indicated by the Client. Before Dyanix begins the Services, the Client shall provide Dyanix in writing with the safety and hygiene rules and any bylaws applicable at its premises.

## **8.3**

Dyanix may provide training to the Client's personnel at the Client's request and upon presentation of a prior estimate.

## **8.4**

Dyanix's professional Services for Software solutions will be delivered in accordance with the agreed and signed Statement of Work ("SOW").

# **9. WARRANTIES**

## **9.1 Manufacturer warranty**

Unless otherwise agreed in writing between the parties, Products sold by Dyanix are warranted, from the date stated on the delivery slip, against material or manufacturing defects in accordance with the Product manufacturer's special warranty conditions supplied with the Product.

Dyanix does not provide any additional warranties for the Software beyond those offered under the Vendor's EULA.

In addition, the Client may subscribe to a warranty extension for a period specific to each Product category as stated in Dyanix's offer and in accordance with Article 9.2 below.

## **9.2 Service contract - Contractual Warranties from Dyanix**

### **9.2.1 Warranty extensions**

The Client may subscribe with Dyanix to a warranty extension (a "Dyanix Warranty Extension") as detailed in Dyanix's offer. Dyanix Warranty Extensions are provided in accordance with these General Terms and Conditions of Sale for the period and under the conditions stated in the applicable special conditions of the Dyanix Warranty Extension, in effect on the date Dyanix receives and accepts the Client's order and available on Dyanix's website.

### **9.2.2 Proper use and cleaning**

Dyanix Warranty Extensions apply subject to the Client's proper and normal use of the Hardware in accordance with the specifications stated in the Hardware instruction manual. The Client is responsible for regularly cleaning the machine in accordance with the applicable Hardware manual.

### **9.2.3 Technical Support**

The Client shall designate a person responsible for the Hardware who will be the only person authorized to contact Dyanix for Technical Support. Technical Support provides the Client's designated contact with advice necessary for the ordinary use of the Hardware. Technical Support may ask the Client to perform simple diagnostic tests or replace consumables and/or wear parts.

The Client is responsible for being available during the support call and providing the support team with the information necessary to attempt to resolve the issue by telephone or remotely.

Dyanix reserves the right not to send an engineer on-site if it is established that an on-site visit will not contribute to correcting the defect (for example, if the support call establishes that spare parts must be ordered before an engineer can be dispatched within the response time).

Dyanix Technical Support is available on business days (Monday through Friday). Only persons trained by Dyanix and/or possessing the technical capabilities necessary to use the Hardware are authorized to contact Dyanix Technical Support. Technical Support is not a substitute for training.

If the Client misuses Technical Support, as measured by call statistics, and the Client's calling time is more than twice (2) the average of other clients, the Client undertakes to have its personnel attend one day of training. Such training may be provided on-site at the Client's request, upon presentation of a prior estimate, at the rate in effect on the date the estimate is issued.

#### **9.2.4 Response times**

Dyanix will use its best efforts to perform its Services within the time periods stated in the special conditions applicable to Dyanix Warranty Extensions.

#### **9.2.5 Warranty exclusions**

Dyanix Warranty Extensions do not include lamps, glass parts, or consumables (including paper-feed rollers, ink cartridges, and toner).

Dyanix Warranty Extensions do not cover interventions or repairs required because of deterioration and/or defects affecting the Hardware due to:

- (i) normal wear of the Hardware;
- (ii) obvious negligence by the Client (for example, scanning documents containing staples or paper clips), abnormal use of the Hardware, or any use not in accordance with the Hardware specifications stated in the applicable instruction manual;
- (iii) intervention by persons other than Dyanix technicians or persons duly authorized by Dyanix in writing;
- (iv) modification of the Hardware by the Client or a third party that is nonconforming, not contemplated, and/or not specified in the Hardware instruction manual and/or the manufacturer's specifications;
- (v) a natural disaster, an accident caused by circumstances external to the Hardware (including water damage, fire, or impact), or an event of force majeure in accordance with Article 12 of these General Terms and Conditions of Sale;
- (vi) use of inappropriate electrical current or any accidental cause producing the same effects;
- (vii) use of spare parts other than those supplied by Dyanix, use of consumables that do not comply with the Hardware manufacturer's standards, or failure to comply with storage conditions (including temperature and expiration date);
- (viii) failure to comply with the environmental, installation and operating conditions specified in the applicable Product documentation and the manufacturer's technical specifications, including requirements relating to temperature, humidity, ventilation, dust, floor covering and static electricity;
- (ix) lack of maintenance or improper maintenance of the Hardware by the Client or a third party that is not in accordance with the Hardware instruction manual; or
- (x) modification of the system or Hardware environment over which Dyanix has no control or responsibility.

Technical Support excludes creation and modification of configurable states, backup procedures, file processing, and recovery.

Any intervention arising from one of the causes listed in this Article 9.2.5 will be invoiced at the rate in effect on the date of the intervention.

#### **9.2.6 Moving the Hardware**

The Client shall not move the Products without Dyanix's prior written consent. All costs resulting from such moves shall be borne by the Client. The Client must inform Dyanix immediately if the location of a machine under contract changes.

#### **9.2.7 Preventive Maintenance**

To enable Dyanix to fulfill the SLAs stated in the Contract or perform Preventive Maintenance, the Client must provide the complete installation location and machine details before the first service call.

The Client shall contact Dyanix to arrange Preventive Maintenance. If the Client does not provide access to the machine, the Preventive Maintenance will be considered delivered.

For contracts that do not include consumables, the Client is responsible for ensuring that consumables are available when the Dyanix engineer is on-site. If consumables are unavailable and the Client requires Dyanix to return to replace them, the Client will be charged for the return visit.

#### **9.2.8 Additional Services**

Any Service related to a Dyanix Warranty Extension that the Client has not subscribed to under the applicable special conditions and/or Dyanix offer will be performed by Dyanix upon the Client's written request and at the rates in effect on the date of the request.

### **9.2.9 Period**

Dyanix Warranty Extensions apply for the fixed period subscribed to by the Client and stated in Dyanix's offer and/or Contract duly accepted by the Client.

For Dyanix Warranty Extensions referred to in Article 9.2.1 that apply for a period of one (1) year and renew automatically for successive one-year periods, either party may terminate the Contract applicable to the Dyanix Warranty Extension by registered letter with acknowledgment of receipt, subject to a minimum notice period of two (2) months.

### **9.2.10 Early Termination**

Dyanix may terminate the Contract and the Services, including Services provided under Dyanix Warranty Extensions, and may immediately recover the total amount of its receivables:

- in the event of voluntary or judicial liquidation, in whole or in part, of the Client, subject to applicable legal provisions; or
- in the event of nonpayment by the Client of multiple invoices.

The Client may not transfer the Contract, in whole or in part, without Dyanix's prior written consent. If the Hardware is sold to a third party without Dyanix's prior written consent, Dyanix's obligations shall automatically cease without any obligation to refund all or part of the amounts paid by the Client. Dyanix reserves the right to terminate the Contract before its annual term if spare parts can no longer be obtained. In that event, Dyanix will issue a credit note for the remainder of the term.

## **9.3 Warranty and acceptance of Services**

Dyanix warrants only that the Services conform to the features stated in the Contract and, where applicable, the special conditions governing Dyanix Warranty Extensions. Acceptance of Hardware installation Services is evidenced by a report signed by the Client and Dyanix. If the Client raises reservations concerning installation Services and Dyanix, after verification, acknowledges that the Services do not conform to the Contract, Dyanix shall reperform or correct the Hardware installation within two (2) weeks at its own cost.

## **10. OTHER SERVICES**

Dyanix offers supplementary Services to the Client, such as audits of scanners installed at the Client's premises. These Services may be performed by Dyanix upon the Client's written request, following presentation of a prior estimate and agreement between the parties on the applicable technical and financial conditions.

## **11. CONDITIONS OF PERFORMANCE OF THE SERVICES – OBLIGATIONS OF THE PARTIES**

### **11.1 Dyanix obligations**

Dyanix undertakes to perform the Services in accordance with the laws of Switzerland applicable to its activities. Dyanix alone shall determine the personnel and equipment necessary to perform the Services.

Dyanix personnel working at the Client's premises remain under Dyanix's hierarchical and disciplinary authority at all times and will act only in accordance with Dyanix's instructions.

Dyanix may subcontract all or part of the Services with the Client's prior written consent. In such case, the Client shall accept the identity of the subcontractor and its payment terms.

Dyanix warrants that the Services will be performed by regularly employed personnel in compliance with applicable legal and regulatory provisions.

### **11.2 Client obligations**

The Client undertakes to cooperate with Dyanix and respond favorably to Dyanix's requests by providing the information available to it for purposes of performing the Services.

The Client undertakes to comply with the Contract and with the legislative and regulatory provisions of Switzerland applicable to its activities.

## **12. FORCE MAJEURE – UNFORESEEABLE CIRCUMSTANCES**

Dyanix shall not be liable for any failure to perform its obligations under the Contract if the failure is due to force majeure.

Force Majeure means any event occurring after the Contract is signed, beyond Dyanix's control, and unforeseeable and uncontrollable, including, without limitation, strikes, fire, floods, accidents or manufacturing delays at Dyanix's suppliers, civil war, war, insurrection, acts of terrorism, or total or partial destruction of the Client's plant or works. To invoke force majeure, Dyanix must notify the Client of the force majeure event as soon as it occurs and provide an estimate of its duration. The Contract is suspended for the duration of the event. As soon as the event ends, Dyanix must inform the Client and immediately resume performance of its obligations.

However, if the force majeure event lasts longer than one (1) calendar month, the Client may terminate the Contract.

## **13. LIABILITY - INSURANCE**

### **13.1 Liability**

#### **13.1.1 Scope**

This Article 13.1 sets out Dyanix's entire contractual liability arising out of or in connection with the Contract, the Products or the Services, including liability arising from breach of contract, defective performance, delay, negligence, misrepresentation, restitution or any other legal basis, to the fullest extent permitted by applicable law.

#### **13.1.2 Liability for Direct Loss**

Subject to Articles 13.1.3 to 13.1.8, Dyanix shall be liable only for direct loss:

- (a) demonstrably suffered by the Client;
- (b) directly caused by a material breach of the Contract attributable to Dyanix; and
- (c) that was reasonably foreseeable at the time the Contract was concluded.

The Client shall provide reasonable evidence of the existence, amount and cause of the alleged loss.

#### **13.1.3 Excluded Losses**

To the fullest extent permitted by applicable law, Dyanix shall not be liable for any indirect, incidental, special, punitive or consequential loss or damage.

Without limiting the foregoing, Dyanix shall not be liable for:

- (a) loss of profit, revenue, turnover, margin or anticipated savings;
- (b) loss of business, contracts, orders, opportunities or goodwill;
- (c) loss of customers or damage to reputation;
- (d) loss of use, production or operational capacity;
- (e) business interruption, downtime or costs resulting from interruption of business operations;
- (f) loss, corruption, alteration, destruction or restoration of data;
- (g) costs of obtaining substitute products, software, services or facilities;
- (h) costs arising from the Client's failure to maintain adequate backups, cybersecurity measures, business-continuity arrangements or disaster-recovery procedures;
- (i) penalties, service credits, liquidated damages or other amounts owed by the Client to a third party;
- (j) claims brought against the Client by its customers, end users or other third parties, except to the extent that Dyanix has expressly accepted liability for such claims in writing; or
- (k) loss or damage resulting from the Client's continued use of a Product or Software after Dyanix or the Vendor has advised the Client to discontinue its use, install an update, implement a corrective measure or take other reasonable mitigating action.

The exclusions above apply regardless of whether the relevant loss is classified under applicable law as direct, indirect or consequential.

#### **13.1.4 Aggregate Liability Cap**

Subject to Article 13.1.7, Dyanix's total aggregate liability arising out of or in connection with a Contract shall not exceed the lower of:

(a) the net amount, excluding taxes, paid or payable by the Client to Dyanix under the relevant Contract for the specific Products or Services giving rise to the claim during the twelve months immediately preceding the first event giving rise to liability; or

(b) the net purchase price of the specific Product or the annual net fee for the specific Service directly giving rise to the claim.

Where the Contract has been in effect for less than twelve months, the liability cap shall be calculated by reference to the net amount paid or payable under the Contract up to the date of the first event giving rise to liability.

The liability cap applies in aggregate to all claims arising from the same Contract or from related events, regardless of the number of claims, claimants, Products, Services, breaches or legal grounds relied upon.

### **13.1.5 Products and Services Supplied by Third Parties**

Where Dyanix supplies Products, Software or Services manufactured, developed, licensed or otherwise provided by a Vendor or another third party, Dyanix shall not have any liability exceeding the obligations expressly assumed by Dyanix under the Contract.

To the extent permitted by applicable law, Dyanix shall not be liable for:

(a) defects, vulnerabilities, interruptions or limitations inherent in a third-party Product, Software or Service;

(b) the withdrawal, discontinuation or modification of a third-party Product, Software, subscription, cloud service, update or support service;

(c) the Vendor's failure to provide updates, patches, replacement parts, licenses, cloud availability or technical support;

(d) the accuracy, completeness or continued availability of third-party documentation, specifications or compatibility information; or

(e) changes made by the Vendor to its EULA, licensing model, technical requirements, support conditions or product lifecycle.

Nothing in this Article excludes any liability that Dyanix cannot lawfully exclude in its capacity as the Client's contracting party.

### **13.1.6 Client Responsibilities and Mitigation**

Dyanix shall not be liable to the extent that loss or damage is caused or increased by:

(a) any act, omission, negligence, misuse or breach of the Contract by the Client or a third party for whom the Client is responsible;

(b) failure by the Client to follow Dyanix's or the Vendor's instructions, documentation, security advice, update notices or recommended corrective measures;

(c) unauthorized installation, alteration, repair, integration, configuration or use of the Products or Services;

(d) use of Products or Services in combination with hardware, software, networks, systems, consumables or components not approved or supported by Dyanix or the Vendor;

(e) inaccurate, incomplete or delayed information supplied by the Client;

(f) failure by the Client to install available security, firmware or software updates within a reasonable period;

(g) failure by the Client to maintain appropriate data backups, access controls, malware protection, network security, business-continuity measures or disaster-recovery procedures; or

(h) circumstances outside Dyanix's reasonable control.

The Client shall take all reasonable measures to prevent and mitigate loss and shall not recover any amount that could reasonably have been avoided.

### **13.1.7 Liability That Cannot Be Excluded or Limited**

Nothing in the Contract shall exclude or limit Dyanix's liability to the extent that such liability cannot legally be excluded or limited under the applicable law.

This includes, where and to the extent required by applicable law, liability for:

- (a) death or personal injury caused by Dyanix;
- (b) fraud or fraudulent misrepresentation;
- (c) intentional misconduct or wilful default;
- (d) gross negligence, where liability for gross negligence cannot legally be excluded or limited;
- (e) liability under mandatory product-liability law; or
- (f) any other liability that applicable law prohibits the parties from excluding or limiting.

Except where expressly prohibited by applicable law, the liability cap in Article 13.1.4 shall continue to apply.

#### **13.1.8 Notification of Claims**

The Client shall notify Dyanix in writing of any event that may give rise to a claim without undue delay after the Client becomes aware, or could reasonably have become aware, of the event.

The notice shall contain reasonable details of:

- (a) the nature and legal basis of the claim;
- (b) the affected Products or Services;
- (c) the date and circumstances of the relevant event;
- (d) the loss allegedly suffered; and
- (e) the measures taken by the Client to prevent or mitigate the loss.

A failure to provide timely notice shall reduce Dyanix's liability to the extent that the delay has materially prejudiced Dyanix's ability to investigate the claim, mitigate the loss, preserve evidence, exercise rights against a Vendor or insurer, or otherwise defend its interests.

Any claim shall be brought within the statutory limitation period applicable under the governing law.

#### **13.1.9 No Double Recovery**

The Client shall not recover more than once in respect of the same loss.

Any insurance proceeds, Vendor compensation, refund, replacement, credit note or other amount received or recoverable by the Client in respect of the relevant loss shall be deducted from any amount payable by Dyanix, to the extent permitted by applicable law.

#### **13.1.10 Allocation of Risk**

The Client acknowledges that:

- (a) the prices and fees charged by Dyanix reflect the allocation and limitation of liability set out in the Contract;
- (b) the Client is responsible for assessing whether the Products and Services are suitable for its intended use and business requirements;
- (c) the Client is responsible for obtaining and maintaining appropriate insurance covering risks not assumed by Dyanix under the Contract; and
- (d) the limitations and exclusions in this Article apply even where a contractual remedy does not fully compensate the Client for its loss, to the fullest extent permitted by applicable law.

Dyanix warrants that it has obtained insurance from a recognized solvent insurer to cover its liability and that of its employees, officers, and distributors in accordance with the Contract.

#### **13.3 Software liability**

Dyanix is not responsible for any direct, indirect, or incidental damages arising from the use of or inability to use the Software, except as explicitly stated in the Vendor's EULA or required by law.

## 14. INTELLECTUAL PROPERTY

### 14.1 Dyanix documents

Estimates, proposals, catalogs, and, more generally, all documents provided or sent by Dyanix to the Client, together with the related intellectual property rights, are and remain entirely the property of Dyanix. None of these documents may be reproduced without Dyanix's prior written permission.

### 14.2 Product intellectual property

Intellectual property rights relating to the Products, drivers, and Software integrated into the Products remain the property of the manufacturer of the relevant Product. Only the right to use the Product is granted to the Client.

### 14.3 Software intellectual property

All intellectual property rights relating to the Software remain with the Vendor. The Client is granted only the rights explicitly stated in the Vendor's EULA and is prohibited from copying, distributing, or sublicensing the Software without permission.

## 15. CONFIDENTIALITY OBLIGATIONS

Except with the other party's express written permission, each party undertakes to keep secret and confidential all information belonging to and/or received from the other party (the "Confidential Information") in connection with the Contract or before its execution, and to take all measures necessary to prevent disclosure to third parties. Each party may provide Confidential Information, under its responsibility, only to its permanent employees directly concerned with the Contract.

Dyanix specifically undertakes not to disclose information concerning the Client and its applications.

The obligations in this Article shall remain in force for ten (10) years from the date the Contract is signed, unless the parties expressly agree otherwise.

## 16. APPLICABLE LAW – JURISDICTION

This Agreement and all disputes between Dyanix and its customers are governed by Swiss Law. The courts having jurisdiction over the company's registered office shall have exclusive jurisdiction, subject to mandatory statutory provisions applicable at the respective location.

## 17. LANGUAGE PRIORITY

In the event that this document is provided in different languages, the English version shall prevail.

## ENTITY-SPECIFIC INFORMATION - TO BE COMPLETED BEFORE ISSUE

| Field                    | Entity-specific value                    |
|--------------------------|------------------------------------------|
| Local Legal Entity       | Dyanix AG                                |
| Registered Office        | Lindenstrasse 16, 6341 Baar, Switzerland |
| Commercial Register      | CHE-102.365.536                          |
| VAT Registration Number  | CHE-102.365.536                          |
| Governing Law            | Swiss Law                                |
| Language Priority Clause | Complete                                 |