

# Terms and conditions of HSI services

*The terms and conditions of purchasing hyperspectral imaging services (hereafter referred to as "HSI services") are stated here below:*

*Complete Agreement: This HSI Services Agreement (HSISA) and applicable Attachments and Transaction Documents are the complete agreement regarding each transaction under this HSISA (together, the Agreement) under which Client may order HSI Services.*

*Transaction Documents: Transaction Documents (TDs) detail the specifics of transactions, such as charges and a description of and information about the HSI Services. Examples of TDs include statements of work (SoW), service descriptions, ordering documents and invoices.*

*Attachments: Documents identified as Attachments provide supplemental terms that apply across certain types of transactions such as a solution attachment.*

*Any conflicting terms in an Attachment or TD that override terms of this HSISA will be identified in the TD or Attachment accepted by Client and only apply to the specific transaction.*

## **Scope of HSI Services**

The HSI services are services performed by Provider Analitica d.o.o. and/or its subcontractors for Client.

The scope of HSI services and their delivery dates are defined in a SoW document which is a part of the Offer of HSI services.

Provider provides the facilities, personnel, equipment, software, and other resources necessary for Provider to provide HSI services.

Client provides samples to be analyzed within the scope of HSI Services and other information necessary to efficiently and safely provide HSI Services.

Client accepts the applicable Attachment or TD for HSI Services by ordering, using, or making a payment.

## **Feasibility HSI Services**

HSI Services are considered as "feasibility" when Provider makes such a service available at no charge to research the feasibility of Client's goals.

Any feasibility HSI Services are excluded from available service level agreements or other liabilities of Provider.

Provider is not obligated to offer feasibility HSI Services or make an equivalent service generally available.

## **Delivery of Samples**

Upon the timely delivery of samples, Provider will use its best efforts in order to meet the agreed deadlines. The risk of loss or damage to the sample during shipment remains with Client. Provider will within a reasonable time limit advise Client of samples which are missing or received in a damaged, contaminated, or improperly preserved

condition. Provider reserves the right to refuse, to accept, or to rescind acceptance of any sample, which in the judgment of Provider is likely to pose any unreasonable risk in handling and/or analysis. Client represents and warrants that any sample containing any hazardous substance which is to be delivered to Provider will be packaged, labeled, transported, and delivered in accordance with applicable laws. Any deficiencies in the samples provided by Client shall result in a corresponding extension of the deadlines for Provider.

Provider may at its option withdraw from this Agreement by giving notice to Client stating its decision to withdraw. Such notice shall be unconditional and irrevocable when given.

## **Samples**

Client shall ensure the legal ownership or other entitlement under the law to the samples.

## **Hazardous Materials / Work Safety**

Provider does not accept any samples from Client containing Hazardous Materials unless explicitly agreed otherwise.

The term "Hazardous Materials" shall mean dangerous, toxic, or hazardous pollutants, contaminants, chemicals, wastes, materials, or substances, as defined in or governed by the provisions of any Work Safety Law.

If Provider and Client agree on providing HSI services for samples containing Hazardous Materials, a dedicated work safety protocol will be agreed by both parties.

## **Provision of Services**

In the performance of services under this Agreement, Provider will exercise professional care, skill, efficiency, and judgment with that of consultants with expertise in providing such services.

Subject to the terms and conditions of this HSISA, each of the parties to the HSISA agrees to use its reasonable best efforts in good faith to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws, so as to permit consummation of the transactions contemplated hereby as promptly as practicable, and otherwise to enable consummation of the Transactions, and shall cooperate fully with the other parties hereto to that end.

## **Confidentiality**

The parties hereto agree that each shall treat confidentially the terms and conditions of this Agreement and all information provided by each party to the other regarding its business and operations. All confidential information provided by a party hereto shall be used by any other party hereto solely for the purpose of rendering or obtaining services pursuant to this Agreement and, except as may be required in carrying out this Agreement, shall not be disclosed to any third party without the prior consent of such providing party. The foregoing shall not be applicable to any information that is publicly available when provided or thereafter becomes publicly available other than through a breach of this Agreement, or that is required to be disclosed by or to any Regulatory Authority, any auditor of the parties hereto, or by judicial or administrative process or otherwise by Applicable Law.

Provider can present a high-level description of provided HSI services and Client's name as a public reference if not agreed otherwise.

## **Data Security**

Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Client's data from unauthorized disclosure or acquisition by an unauthorized person.

If Client requires a special secure means of communication or other specific security measures for the specific Transaction, it must agree to such a request with Provider in advance.

## **Return of Samples**

On delivery of HSI services to Client or earlier termination of this Agreement, unless otherwise instructed by Client, Provider will dispose of the samples.

If Client requires the return of the samples, it has to be agreed with Provider in advance. The organization and cost of shipment as well as the risk of loss or damage to the samples is with Client.

Any samples containing any Hazardous Materials have to be collected by Client.

## **Payment of Services**

For the services provided under this Agreement, the assigned payer source will be invoiced.

In exchange for Provider's Services under this Agreement, Client shall pay Provider the contract price. Provider will submit an invoice to Client for all services rendered and Client shall promptly pay. Client is restricted from using any form of the Deliverable until final payment is received. In the event of a good faith dispute with regard to an item appearing on an invoice, Provider shall have the right to withhold the samples and a lien on the samples and on other things delivered to Provider by Client in connection with the Agreement until the parties attempt to resolve the disputes.

Amounts are due upon receipt of the invoice and payable within 15 days of the invoice date to an account specified by Provider and late payment fees may apply.

Provider does not give credits or refunds for any prepaid, one-time charges, or other charges already due or paid, except as provided in the Agreement.

Charges are exclusive of any customs or other duty, tax, and similar levies imposed by any authority resulting from Client's acquisitions under the Agreement and will be invoiced in addition to such charges.

## **Force Majeure**

Neither Party shall be held liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any non-monetary term of this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the non-performing Party, including fires, floods, earthquakes, equipment, shortages, epidemics, acts of war, acts of terrorism, riots, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any authority. The non-performing Party shall notify the other Party of such force majeure within seven (7) days after such occurrence by giving written notice to the other Party, stating the nature of the event, its anticipated duration, and any action being taken to avoid or minimize its effect.

## **Limitation of Liabilities**

Notwithstanding any other provision of this agreement, Provider or its affiliates shall have any liability to Client or its affiliates for any loss or damage whatsoever, or any (including lost profits or lost investment opportunity)

liability in connection with its performance of its obligations under this Agreement, whether such liability arises in contract, tort (including negligence and strict liability), or otherwise.

In any case Provider's entire liability for all claims related to the Agreement will not exceed the amount of any actual direct damages incurred by Client up to the amounts paid for the service that is the subject of the claim, regardless of the basis of the claim.

## **Entire Agreement and Modification**

This Agreement constitutes the entire agreement between the parties. No modification or amendment of this Agreement shall be effective unless in writing and signed by both parties. This Agreement replaces any and all prior agreements between the parties.

## **Language**

Client acknowledges proficiency in the English language. If the Agreement or any other document related to the Agreement has been translated into a language other than English and if the meaning of the translated version is different than the English version and in the case of other discrepancies, the English version will prevail.

## **Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of Republic of Slovenia, without regard to conflict of law principles.

Each party is responsible for complying with laws and regulations applicable to its business and samples.

If Client exports or imports samples or uses any portion of the HSI Services outside the country of Client's business address, Provider will not serve as the exporter or importer.

If any provision of the Agreement is invalid or unenforceable, the remaining provisions remain in full force and effect.

The parties agree that the competent court at the seat of Provider are to have exclusive jurisdiction to settle any dispute (including claims for set-off and counterclaim) which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by this HSISA or otherwise arising in connection with this HSISA and for such purposes irrevocably submit to the jurisdiction of the court at the seat of the Provider.

## **Provider's Role**

Provider is an independent contractor, not Client's agent, joint venturer, partner, or fiduciary.

Provider is acting as an HSI Services provider only.

Provider's direction, suggested usage, or guidance do not constitute legal, accounting, or other licensed professional advice. Client and its authorized users are responsible for the use of the HSI Services within any professional practice and should obtain their own expert advice.

## **Notices and Administration**

All notices under the Agreement must be in writing and sent to the business address specified for the Agreement, unless a party designates in writing a different address.

The parties consent to the use of electronic means for communications as a signed writing.

Any reproduction of the Agreement made by reliable means is considered an original.

The Agreement supersedes any course of dealing, discussions, or representations between the parties.

Where approval, acceptance, consent, access, cooperation, or similar action by either party is required, such action will not be unreasonably delayed or withheld.

### **Other Services**

Provider may offer additional customization, integration, or other services to support HSI Services, as detailed in a transaction order.