

Almer Arc Rental Terms

A. Formation of Rental Contract; Authorization

A contract between Almer Technology AG, Marktgasse 46, 3011 Bern, Switzerland, and Customer pursuant to these Almer Arc Rental Terms shall be formed if (a) Customer places an order within the Almer Technology web shop (www.almer.com) by clicking on the “Place Order” / “Rent” / “Purchase” or similarly named button, and Almer accepts the order (e.g., by sending an order confirmation to Customer); (b) Almer Technology issues a binding quote to Customer referring to these Almer Arc Rental Terms and Customer accepts this quote within the prescribed time period set out in the quote or, if no time period is specified, within twenty-one (21) days after issuance date; or (c) Customer and Almer Technology enter into an order document or other form of contractual document referring to these Almer Arc Rental Terms.

If Customer rents Almer AR Glasses (“**Almer Arc**”) from an authorized dealer of Almer Technology (“**Reseller**”), these Almer Arc Rental Terms, with exception for the payment terms, shall apply in relation between Customer and Almer Technology. Any deviating terms, warranties and commitments agreed upon between the Reseller and Customer shall not be binding upon Almer Technology.

The contractual details as agreed in the individual rental documents as per processes described above and the Almer Arc Rental Terms together shall together form the “**Contract**”.

If Customer is accepting these Almer Arc Rental Terms on behalf of another company, Customer represents and warrants that Customer has full authority to bind that company.

B. Scope & Definitions

1. Scope; Deviating Terms

- 1.1. These Almer Arc Rental Terms shall govern all Rental Agreements between Almer Technology and Customer regarding the rental of Almer Arc glasses (“**Rental Equipment**”) in a bundle together with a paid subscription license of a Almer Technology Software Partner.
- 1.2. The Contract contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all proposals, understandings, representations, warranties, covenants, and any other communications (whether written or oral) between the parties relating thereto and is binding upon the parties and their permitted successors and assigns. Any inconsistent or conflicting terms and conditions contained in any purchase order or similar instrument of Customer shall be of no force or effect, unless Almer Technology has explicitly approved such terms and conditions in writing. This requirement of explicit written form approval applies in particular to Customer’s terms and conditions, regardless of whether Almer Technology provides hardware to Customer in knowledge of Customer’s general terms and conditions without explicitly objecting to them.
- 1.3. Almer Technology provides the Rental Equipment to Customer for use during the term (“**Term**”) and at the rental fees (“**Fees**”) specified in the Contract.

C. Shipment and Installation of Rental Equipment

2. Shipment

- 2.1. Upon confirmation of the order by Almer Technology, the Rental Equipment will be sent to the address specified by Customer.
- 2.2. Customer acknowledges that Almer Technology will need sufficient Lead time to handle orders for Rental Equipment especially but not limited to larger scale bulk orders. Therefore, delivery dates are not binding unless expressly agreed in writing by Almer Technology and designated as "binding delivery dates".
- 2.3. Customer shall bear the costs of delivery as stated in the Contract as well as any other costs incurred (import costs, custom duties, etc.).
- 2.4. The risk of damage to or loss of the Rental Equipment devolves to Customer as soon as Almer Technology has delivered the Rental Equipment to the haulage contractor, forwarding agent or other person or body specified for carrying out the shipment.
- 2.5. Customer undertakes to check the condition of the Rental Equipment immediately after receipt and before commencing use. If the Rental Equipment delivered should for any reason not be in conformance with the Contract, Customer is obliged to notify Almer Technology of all complaints without undue delay.

3. Installation of Rental Equipment

- 3.1 Customer is responsible for installation and initiation of the Rental Equipment in accordance with Almer Technology's instructions and manuals provided by Almer Technology. Customer shall be responsible to ensure that the integration, installation and use of the Rental Equipment and the implementation of the overall ecosystem to which such Rental Equipment might belong to are in conformity with the applicable local legislation in the territory in which the Rental Equipment is used.

D. Ownership of Rental Equipment

4. Ownership of Rental Equipment

- 4.1. Customer rents the Rental Equipment and does not purchase it. There is no transfer of ownership to the Customer at any time. Ownership of the Rental Equipment remains with Almer Technology during the rental period.
- 4.2. Irrespective of the actual branding of the Rental Equipment, Almer Technology is entitled to mark the Rental Equipment with a stamp or in a similar manner, saying " Almer Technology" or "Almer". Customers shall not tamper or remove any such marks.

5. Sublease of Rental Equipment

- 5.1. Upon prior written approval by Almer Technology, Customer is permitted to sublease the Rental Equipment to third parties ("Sublessees"), on the condition that Sublessees enter into written rental agreements with Customer which, in all material respects, mirror the terms of the Contract.
- 5.2. In every instance of subleasing in accordance with Sec. 6.1., Customer is required to provide Almer Technology with the name and address of any Sublessee receiving the Rental Equipment immediately upon conclusion of a sublease agreement.
- 5.3. Customer is not permitted to (a) grant Sublessees the right to further sublease the Rental Equipment to other third parties without prior written approval by Almer Technology; (b) combine a sublease with a buy-out or other form of transfer of ownership. Throughout the entire sublease period, all property rights in relation to the Rental Equipment remain with Almer Technology.

- 5.4. Customer is in relation to the handling of the Rental Equipment responsible for all acts and omissions of Sublessees and their employees, agents, representatives and temporary workers using the Rental Equipment.
- 5.5. Customer shall use reasonable measures and take all legal action available under applicable law, to ensure that the Rental Equipment handed over to Sublessees is adequately protected at any time in a manner that allows to retrieve the Rental Equipment in the event Sublessee is or becomes insolvent and/or subject to bankruptcy proceedings, a moratorium on debt enforcement or similar proceedings (including rejection thereof due to lack of assets).

E. Product Specification, Customer's General Obligations, Use & Return of Rental Equipment

6. Product Specification

- 6.1. The functions and features of the Rental Equipment are set out on Almer Technology's website (www.almer.com), which is incorporated herein in its entirety, or, as the case may be, individually regulated in an annex to the respective Contract (in each case, a "**Product Specification**").
- 6.2. Customer notes that consistent with the nature of the rental relationship between Customer and Almer Technology, the Rental Equipment may show minor signs of use or isolated signs of wear and tear resulting from contractual use by a previous user.

7. Customer's General Obligations

- 7.1. Customer will take all actions, preparations and/or precautions which can reasonably be expected from Customer in order to enable Almer Technology to meet its obligations related to the Contract. In particular, Customer is responsible for and preparing all information, data and necessary access to such information or data as may be required by Almer Technology.
- 7.2. Unless agreed otherwise in the Contract, Customer may only provide use of the Rental Equipment to its current employees, agents, representatives or temporary workers authorized by Customer to use the Rental Equipment solely for the support of Customer's internal business, provided that such access and use shall be limited to their provision of services to Customer in scope of their employment or assignment ("**Authorized Users**"). Customer is in relation to the handling of the Rental Equipment responsible for all acts and omissions of its Authorized Users as its own acts and omissions. All obligations of Customer under these Almer Arc Rental Terms and the respective Contract shall apply fully to any such Authorized Users or other persons as if they were Customers hereunder.
- 7.3. Customer shall comply with all Laws applicable to Customer in connection with its use of the Rental Equipment, including but without limitation applicable export control provisions.

8. Use of Rental Equipment

- 8.1. Upon delivery of the Rental Equipment, Almer Technology grants to Customer the usage right to and possession of the Rental Equipment for the Term.
- 8.2. Customer shall treat the Rental Equipment with due care, only in accordance with the provisions of the Contract and per instructions and manuals provided by Almer Technology.
- 8.3. Customer shall during the Term at its own cost and expense be responsible for the ordinary care, maintenance and cleaning of the Rental Equipment to the extent such measures do not require a thorough expertise with regard to the Rental Equipment. Maintenance and servicing instructions provided by Almer Technology must be followed at all times.

- 8.4. During the Term of the Rental Agreement Customer bears the risk of damage or loss of the Rental Equipment.
- 8.5. Modifications and alterations to the Rental Equipment by Customer, be they changes to the hardware, the installation of new software, or modifications to existing software (“**Modifications**”), may only be undertaken with the prior written consent of Almer Technology, which may be withheld at Almer Technology's sole discretion. The Customer shall bear the responsibility for any additional depreciation effect resulting from such Modifications unless the changes are expressly approved in writing by Almer Technology in advance. Modifications to the Rental Equipment undertaken without Almer Technology's prior written consent may, at Almer Technology's sole discretion, result in (a) the immediate forfeiture of any support services provided by the Almer Technology, and/or (b) immediate termination of the Contract for cause in accordance with Sec.16.1.
- 8.6. Any use of the Rental Equipment that is not expressly granted is prohibited. In particular, Customer shall not, or allow a third party to: (a) remove, modify or obscure any copyright, trade secret, confidentiality, trademark, service mark or other proprietary rights, serial number, notice, legend or similar on any copy of the Rental Equipment, or related data, manuals, documentation or other materials; (b) market, sell, lend, rent, lease, or otherwise distribute, the Rental Equipment or provide access to it to third parties; or (c) except as otherwise expressly provided herein, assign, sublicense or otherwise transfer any rights in or to the Rental Equipment.
- 8.7. Customer shall immediately inform Almer Technology of any confiscation of the Rental Equipment by means of a pledging, retention or seizure as well as the initiation of insolvency proceedings of Customer, and Customer shall notify the responsible enforcement or insolvency office immediately of Almer Technology's ownership of the Rental Equipment. Customer shall bear all costs arising to Almer Technology from the defense against such actions.
- 8.8. Customer is liable to Almer Technology for (a) any damage to the Rental Equipment occurring during the Term that goes beyond usual signs of use and wear and tear resulting from contractual use, or (b) loss of the Rental Equipment. In the event of loss of the Rental Equipment, Customer shall reimburse the current value of the Rental Equipment, as estimated by Almer Technology sole discretion, taking into account previous use.
- 8.9. Customer acknowledges that the Rental Equipment (“**Controlled Technology**”) is subject to the import and export control and economic sanctions laws of Germany, Switzerland, the European Union and the United States, specifically the U.S. Export Administration Regulations (EAR) and the laws of any country where Controlled Technology is imported or re-exported. Customer agrees to comply with all relevant laws and will not export, re-export, or transfer any Controlled Technology in contravention of German, EU or U.S. law nor to any restricted country, entity, or person for which an export license or other governmental approval is required. Customer further agrees that it will not export, transfer, or sell any Controlled Technology for use in connection with chemical, biological, or nuclear weapons, or missiles, drones or space launch vehicles capable of delivering such weapons.

Customer represents that it is not (a) a Restricted Party (as defined below); (b) currently engaging in any transaction, activity or conduct that could result in a violation of applicable Sanctions (as defined below) and warrants that it will not make available the Controlled Technology directly or indirectly, to, or for the benefit of, any Restricted Party.

This section shall only apply to Customer to the extent that the provisions herein would not result in (a) any violation of, conflict with or liability under EU Regulation (EC) 2271/1996 or (b) a violation or conflict with section 7 German Foreign Trade Regulation (Außenwirtschaftsverordnung) or a similar antiboycott statute, or (c) a violation or conflict with the Swiss Federal Act on the Implementation of International Sanctions (Embargo Act) or any other applicable statute or regulation relating to trade controls or sanctions under Swiss law.

“**Restricted Party**” means any person (a) designated on any Sanctions List, (b) that is, or is part of, a governmental authority of a Sanctioned Territory, (c) owned or controlled by, or acting on behalf of, any of the foregoing, (d) located, organized, or resident in, or operating from, a Sanctioned Territory, or (e) otherwise targeted under any Sanctions.

“**Sanctioned Territory**” means any country or other territory subject to a general export, import, financial or investment embargo under Sanctions.

“**Sanctions**” means economic or financial sanctions or trade embargoes or other comprehensive prohibitions against transaction activity pursuant to anti-terrorism laws or export control laws imposed, administered or enforced from time to time by the US, EU, UN, Germany, or any country where Controlled Technology is imported or re-exported.

9. Return of Rental Equipment

- 9.1. Within thirty (30) days as from the end of the Contract, Customer shall return the Rental Equipment and ship it directly to Almer Technology's logistic partner, as specified by Almer Technology. Rental Equipment to be returned travels at the risk of Customer and Customer shall bear all costs and expenses for adequate packaging and shipping (including adequate insurance coverage).
- 9.2. Customer will return the Rental Equipment in a well-maintained working condition, with the exception of wear and tear resulting from contractual use. Customer does and shall not have any retention rights in relation to the Rental Equipment.

F. Rental Fees & Invoicing

10. Rental Fee

- 10.1. Customer shall pay to Almer Technology the Fees specified in the Contract.
- 10.2. Unless otherwise specified in the Contract, Almer Technology shall invoice the Fees at the date of the Contract. Invoicing shall be made online via email to the email address provided by Customer.
- 10.3. Fees and other charges specified in the Contract do not include any sales, use, consumption, value-added, or any other tax (including applicable withholding tax, which shall be added to the invoiced amount, if applicable). Customer is responsible for the payment of any and all such taxes. Bank and credit card charges shall be borne by the Customer. Shipment costs are shown separately on the invoice.
- 10.4. Fees are owed irrespective of whether the Rental Equipment is being used by Customer.
- 10.5. Unless otherwise specified in the Contract, Almer Technology may notify Customer of a price increase at least twenty-eight (28) days prior to the expiry of the current Term (ref. Sec. 15.2). If no objection is made by the Customer within fourteen (14) days, the price increase will go into effect upon the commencement of the Renewal Term. If Customer does object to the price increase, the Contract shall terminate at the end of the current Term. Almer Technology shall inform the Customer in its notification about this effect of non-objection.

11. Payment Terms; Invoicing

- 11.1. Unless otherwise specified in the Contract, all Fees shall be due within thirty (30) days from the date of the invoice.
- 11.2. Invoiced amounts may be paid by credit card. Further payment methods (e.g., SEPA, direct debit or check) may be offered during the ordering process.
- 11.3. Any overdue payment shall accrue interest at the rate provided by applicable law. In addition, the following provisions shall apply:
 - a) **Reminder fee:** In the case of a second payment reminder, Almer Technology shall be entitled to charge a reasonable reminder fee.

- b) Termination in case of default: Almer Technology may terminate the Contract if the Customer defaults on the payment of the fee and fails to cure the breach within fifteen (15) days of receiving notice from Almer Technology. Termination is in addition to (and not in lieu of) any other rights and remedies available to Almer Technology hereunder or at law.

11.4. Customer acknowledges and agrees that payment may be collected and processed by an affiliated company of Almer Technology where Customer has its main seat or residence.

G. Periodic Replacement Initiative, Defect Handling & Liability

12. Periodic Replacement Initiative

12.1. Almer Technology can, at its sole discretion and upon reasonable prior notice, replace previously delivered devices (“**Legacy Devices**”) with other, at least equivalent devices (“**Replacement Devices**”) in order to maintain or enhance the functionality of the Rental Equipment during the Term, especially but not limited to cases where Legacy Devices no longer adequately operate with the most recent firmware updates, or the new generation equipment contains additional hardware and/or configuration features. After delivery of Replacement Devices, Legacy Devices must be returned and shipped directly to Almer Technology’s Logistic Partner, as specified by Almer Technology, within thirty (30) days. All costs for shipping Replacement Devices from Almer Technology to Customer and for shipping Legacy Devices to Almer Technology shall be borne by Customer. Sec. 9.1 applies accordingly.

12.2. Customer may, at its sole discretion, decline any Almer Technology replacement initiative as described in Sec. 12.1. In this case, Almer Technology may continue to support the Legacy Devices at its sole discretion until the date of end-of-support, as communicated by Almer Technology. Customer notes that in such case of refusal the Legacy Devices may (a) not be or not be fully compatible with new functionalities and features as included in and communicated for the Replacement Devices; (b) no longer be or not be fully compatible with Software-as-a-Service options Almer Technology offers in relation to the Almer Arc; and/or (c) no longer fully operate as specified in the Contract.

13. Defect Handling

13.1. Customer shall report any Defects in the Rental Equipment immediately upon becoming aware of it, preferably via the web portal provided Software partner. “Defect” means any defect or malfunction that causes the Rental Equipment to fail to perform the substantial functionality and/or expressly committed features in the respective devices. Minor or immaterial deviations from the agreed or assumed characteristics or just slight impairment of use shall not be deemed as Defects.

13.2. Almer Technology shall use commercially reasonable efforts to eliminate Defects within a reasonable period of time following Customer’s notification of such Defects, for which Customer shall provide comprehensive details of the circumstances relating to the Defects and supporting documentation in its notification, as far as this is possible and can be reasonably expected, in particular, but not limited to, regarding the following aspects:

- a) Serial number, type of hardware affected, product designation;
- b) Address and exact location of the affected system / branch number;
- c) Contact person and telephone number;
- d) Date time;
- e) Details of any attempts made by Customer to analyze and solve the problem;
- f) Detailed and comprehensible description of the Defect, if necessary supported by relevant information and documents;

- g) If possible, naming of the defective and exchangeable element of the hardware.
- 13.3. Almer Technology may, at its sole option, eliminate Defects by replacing the respective device or repairing it. Sec. 6.2 applies accordingly.
- 13.4. In case of Defects that do not regularly occur as a result of wear and tear resulting from contractual use, Customer shall bear the burden of proof that the deterioration of the Rental Equipment was not caused by Customer.
- 13.5. Almer Technology shall not be liable for handling Defects in accordance with this Sec. 13 and shall be eligible to invoice to Customer any efforts and expenses (such as shipping costs) incurred for analyzing or resolving such items at the rates specified in the Rental Agreement or, in the absence of such, at Almer Technology's then current professional services rates, (a) if a Defect is not sufficiently documented and cannot reasonably be reproduced, although it was possible and could reasonably have been expected from Customer; (b) if Almer Technology's testing and examination reveal that the alleged Defect does not exist or was caused by Customer's or any third person's misuse, intent, negligence or cause beyond the range of the intended use and/or Almer Technology's reasonable control; (c) if the Defect was caused by an inappropriate handling of the Rental Equipment by Customer; (d) if the Defect of the Rental Equipment was primarily caused by a defect, failure or security issue of other software and/or hardware used in conjunction with and in the same ecosystem as the Rental Equipment, or by its interaction or use in conjunction with other products, technology, software, hardware, equipment or systems, without Almer Technology having explicitly confirmed in advance that the Rental Equipment can be used in this environment; (e) for any Defect of the Rental Equipment which is caused by Customer's breach of any provision of the Contract, in particular, but not limited to, use of the Rental Equipment contrary to the manuals and instructions provided by Almer Technology; and/or (f) for any modification or alteration of the Rental Equipment by any other party than Almer Technology or any of its subcontractors, agents or other authorized third parties.
- 13.6. If the Rental Equipment infringes a third party's patent or copyright, Almer Technology will, at its sole discretion: (a) obtain for Customer the right to continue using the Rental Equipment; or (b) replace or modify the Rental Equipment so that it no longer infringes the relevant intellectual property right. If neither of the remedies in (a) or (b) are reasonably available, either Party shall have the right to terminate the Contract with immediate effect.
- 13.7. Any potential claims for damages based on a breach of warranty or defective performance shall be subject to the limitation of liability in accordance with Sec. 14.
- 13.8. Customer's remedies and claims for Defects shall expire twelve (12) months after the circumstances giving rise to the claim have been discovered by Customer or, in the event of ignorance, twelve (12) months after Customer should reasonably have been aware of them. This shall not apply to the case of fraudulent concealment of Defect, or a guarantee period expressly granted by Almer Technology for a longer period.
- 13.9. In the event that the Rental Equipment is unusable due to a Defect and a substitute is not immediately at hand, Customer is entitled to a reduction in rent from the eleventh (11th) working day of non-usability on, until Almer Technology has either repaired the device or has provided Customer with a functioning substitute. Almer Technology will offset the amount of the reduction against the fees for the coming Renewal Term or, in case the Contract is not renewed, will reimburse Customer at the end of the current Term.

14. Limitation of Liability

- 14.1. Almer Technology shall be liable for damages in accordance with the statutory provisions, if and to the extent such damages

- a) have been caused by Almer Technology intentionally or grossly negligently, or
- b) have been caused by Almer Technology by slight negligence and are due to breaches of cardinal contractual obligations, the fulfillment of which is essential for the proper performance of the Contract and the compliance with which can be typically expected in the case of a contract of this type (“Material Obligations”).

Any further liability of Almer Technology shall be excluded irrespective of the legal basis, unless Almer Technology is mandatorily liable in accordance with applicable law, in particular due to injury to life, body or health of an individual, due to the provision of an express warranty, fraudulent concealment of a defect or due to the provisions of the German Product Liability Act.

- 14.2. In the case of slightly negligent breach of Material Obligations, Almer Technology shall only be liable for damages foreseeable when the Contract was concluded and typical for the type of contract.
- 14.3. Notwithstanding the provision in Sec. 14.2, in the event of a slightly negligent breach of a Material Obligation, the maximum amount of Almer Technology’s liability under a Contract is capped by the higher of CHF 12,500, - (Swiss Francs twelve-thousand-five-hundred) or hundred percent (100%) of the Fees paid by Customer in the last twelve (12) months prior to the damaging event for the respective Contract that has caused the damage or that is the subject of the claim. If the maximum liability amount is not reached in one year, this shall not increase the maximum liability amount in the following Renewal Term.
- 14.4. Strict liability (liability without fault) for defects which already existed when the Contract was concluded shall be excluded.
- 14.5. The limitations of liability pursuant to this Sec. 14. shall also apply to claims against employees or agents of Almer Technology.

H. Term & Termination

15. Term and Ordinary Termination

- 15.1. The relevant Contract shall become effective when duly executed by Almer Technology and Customer.
- 15.2. Unless otherwise specified, the initial term of the Contract shall be twelve (12) months (“**Initial Term**”) and automatically renew for subsequent periods of twelve (12) months (each a “**Renewal Term**”), unless either Party notifies the other party no less than twenty-eight (28) days prior to the end of the Initial Term or any Renewal Term that the Contract shall not renew.
- 15.3. Ordinary termination rights are excluded during the Initial Term and each Renewal Term.

16. Termination for Cause

- 16.1. Almer Technology shall be entitled to extraordinarily terminate the Contract for breach in case of Sec. 8.5 (Modifications), and 11.3 (Late Payment). Further, Almer Technology has the right to extraordinarily terminate the Contract upon receiving knowledge that the Software Partner is experiencing delivery difficulties that are not merely temporary, that insolvency proceedings have been instituted against the Software Partner’s business or that the Software Partner has ceased operations. Either party’s right to terminate the Contract for good cause remains unaffected.

Notwithstanding the above, termination by Customer based on non-performance shall only be admissible if Almer Technology had been given enough opportunities to eliminate the error/ shortcoming and has failed to do so or the subsequent performance was unsuccessful.

17. Termination Notice

17.1. Termination notice, including the notification of non-renewal of the Contract pursuant to Sec. 15.2, must be made in text form (by signed letter, telefax or email). Customer shall address its termination notice to Almer Technology AG, Marktgasse 46, 3011 Bern, Switzerland or by email to contact@almer.com, or by submitting a ticket on the Customer Portal provided by Almer Technology.

18. Consequences of Termination

18.1. Upon termination of the Contract Customer shall return the Rental Equipment at its own costs and ship it directly to Almer Technology Logistic Partner, as specified by Almer Technology, within thirty (30) days after termination of the Contract. Sec. 9.1 applies accordingly.

18.2. Termination of the relevant Rental Agreement shall

- a) not prejudice or affect any right of action, remedy, or liability which shall have accrued prior to or as a consequence of such termination; and
- b) not affect the provisions of the Contract which given their nature shall survive such termination.

I. General Terms

19. Notices

19.1. Unless otherwise specified in the Contract, any notifications and declarations in connection with the Contract may also be made by email. To this end, Almer Technology may use the email address the Customer provided upon registration or in the Almer Technology account. The Customer shall be responsible for checking its emails regularly and, if necessary, updating its email address. Almer Technology's contact information is available under this link: <https://www.almer.com>.

20. Changes to the Almer Arc Rental Terms

20.1. Almer Technology shall be entitled to amend the Almer Arc Rental Terms, especially - but not limited to - (a) to reflect changes in the Almer Arc or in business, e.g. new features, services or technologies; (b) for legal, regulatory or security reasons; and/or (c) to prevent abuse or harm, upon no less than twenty-eight (28) days prior notice to Customer. Unless Customer notifies Almer Technology in writing of its objection to such amendment within fifteen (15) days of such notice, then the amendment shall be deemed accepted by Customer. If Customer notifies Almer Technology in writing of its objection to such amendment within fifteen (15) days of notice, the Contract shall continue under the existing terms without giving effect to such amendment.

21. Assignment

21.1. Almer Technology is entitled to assign subcontractors for the provisioning of the Rental Equipment as per the Contract.

22. Miscellaneous

22.1. The usage of the Almer Arc in industries such as the military, adult entertainment, the weapons industry, or in comparable fields, requires prior written approval from Almer Technology, which may be refused at Almer Technology's sole discretion.

22.2. Warranties in these Almer Arc Rental Terms refer to the description of remedies available to Customer in case of non-performance or defective performance and shall not be construed as a guarantee that stands for strict liability without

fault. A guarantee of Almer Technology for quality or committed features in the meaning of preceding clause shall only be taken as such if made by Almer Technology in writing (including a signature) and labelled expressively as “guarantee”.

22.3. If any provision of the Contract is found partly or wholly invalid or unenforceable, such provision shall be enforced to the maximum extent permissible, and remaining provisions of the Contract shall remain in full force and effect. A waiver of any breach or default under the Contract shall not constitute a waiver of any other subsequent breach or default.

23. Applicable Law and Jurisdiction

23.1. The Rental Agreement and any disputes in connection with it shall be exclusively governed by the laws of Switzerland, excluding the United Nations Convention on Contracts for the International Sale of Goods.

23.2. The exclusive place of jurisdiction shall be Bern, Switzerland. Almer Technology shall still be entitled to file a suit at the Customer’s domicile.