

## GENERAL TERMS AND CONDITIONS OF NOVOTEK

These General Purchasing Conditions relate to the sale of goods and services by Novotek Switzerland AG, having its registered office in Solothurn (Chamber of Commerce number: CHE-112.754.595) and/or any company directly or indirectly affiliated with it, to third parties. These General Terms and Conditions were adopted on 1 February 2025.

### 1. Definition and applicability

1.1. In these General Terms and Conditions, the following definitions shall apply:

Agreement	the agreement between the Customer and Novotek in relation to the purchased Products or Services, and any Written additions or amendments thereto, including the terms and conditions and end-user license agreements of relevant third parties;
Confidential information	All data in any form (including oral, Written, electronic and visual information) related to (the business of) the providing party that should reasonably be considered confidential, including but not limited to financial and commercial data, product data and know-how, and any information that by its nature should be kept secret or designated as confidential. The information related to Novotek also contains the information of its suppliers and licensors;
Customer	the natural person who is acting in the exercise of a profession or the business, firm or company who purchases the Products and/or Services from Novotek;
Novotek	means Novotek Switzerland AG, having its registered office in Solothurn (Chamber of Commerce number: CHE-112.754.595).
General Terms and Conditions	these general terms and conditions of Novotek as laid down in this document;
in Writing/Written	on paper, by e-mail or other digital means provided that the message in question can be permanently saved;
Products	the products Novotek is required to provide to the Customer under the Agreement, including but not limited to computer hardware, software, and software licenses;
Services	the services Novotek is required to provide to the Customer under the Agreement, including but not limited to installation, configuration and maintenance of Products;
Working days	the weekdays, excluding the national holidays in the country of the local office of the Novotek entity with whom the Agreement was concluded.

- 1.2. These General Terms and Conditions apply to all offers and Agreements in which Novotek supplies Products and/or Services to the Customer.
- 1.3. Deviations from and additions to these General Terms and Conditions are only valid if agreed upon in Writing between the parties.
- 1.4. The applicability of purchase or other conditions of the Customer is expressly rejected.
- 1.5. If and to the extent that Novotek provides the Customer with Products or Services of third parties, or grants access to them, the (license or sales) terms and conditions and end-user license agreements of the relevant third parties will apply to those Products or Services in the relationship between Novotek and the Customer. If any of those provisions are in conflict with the provisions in these General Terms and Conditions, the provisions of the terms and conditions and end-user license agreements of the third party will prevail, provided that the applicability of the (license or sales) terms and conditions and end-user license agreements of those third parties have been communicated to the Customer and a opportunity has been given to review those terms and conditions and end-user license agreements prior to or at the time of entering into the Agreement.
- 1.6. If and to the extent that the aforementioned third-party terms are not applicable or are declared inapplicable in the relationship between the Customer and Novotek for any reason, these General Terms and Conditions shall apply without limitation.
- 1.7. If any provision of these General Terms and Conditions is void or annulled, the remaining provisions of these General Terms and Conditions shall remain in full force and effect. In such a case, Novotek shall replace the void or annulled provisions, respecting as much as possible the purpose of the original provisions.

## 2. Offers and Agreement

- 2.1. All offers, quotations, and other expressions by Novotek are non-binding and valid during the period specified in the quotation, unless otherwise indicated in Writing by Novotek. Novotek reserves the right to revoke a non-binding quotation within five (5) Working days after receiving acceptance from the Customer. Subject to this, the Agreement between Novotek and the Customer is established when the Customer unconditionally accepts Novotek's quotation or when Novotek accepts an order from the Customer, with or without conditions.
- 2.2. An Agreement is concluded by:
  - the signing of the Written Agreement sent by Novotek to the Customer; or
  - the commencement by Novotek, without Written confirmation of consent on the part of the Customer, after receiving a proposal from the Customer, of the execution of the order, with the knowledge of the Customer.
- 2.3. The Customer is responsible for the accuracy and completeness of the data provided to Novotek, on which Novotek's offer is based, either by or on behalf of the Customer.
- 2.4. Novotek always has the right to demand sufficient (financial) security before concluding the Agreement. Even after the conclusion of the Agreement, Novotek has the right to do so if it reasonably suspects that the Customer will not fulfill its obligations. This is the case, in any event, if the Customer fails to fulfill any due obligation to Novotek.
- 2.5. If the Customer consists of multiple parties according to the Agreement, they are all jointly and severally liable vis-à-vis Novotek for the performance of the Agreement.

## 3. Price and Payment

- 3.1. All prices for the Products and or Services are invoiced in accordance with the agreed prices in the Agreement, quotations or other Written expressions by Novotek. Any additional Services

- performed by Novotek under the Agreement are invoiced separately and according to expenditure (hourly rates and travel expenses), unless otherwise agreed upon in Writing.
- 3.2. In the case of an increase in rates or (cost) prices, including but not limited to changes in wages, taxes, social security contributions, other labour conditions or exchange rates, occurring after the conclusion of the Agreement, Novotek is entitled to increase the rates and prices in accordance with the increase or other standard specified in the Agreement. In the event of an increase in rates or (cost) prices of more than 10% in relation to the price for the Products and or Services at that moment, Novotek will notify the Customer no later than thirty (30) calendar days before the date of the price change. If the Customer in such case does not agree with the adjustment, the Customer may terminate the Agreement in writing within thirty (30) days after notification of the adjustment, effective from the date on which the new prices and/or rates would come into effect.
- 3.3. Regarding the Services provided by Novotek and the amounts payable by the Customer for those Services, the data from Novotek's administration constitutes full proof, without prejudice to the Customer's right to provide counterevidence.
- 3.4. The parties specify in the Agreement the date or dates on which Novotek invoices the Customer for the agreed Services. Amounts due are paid by the Customer according to the agreed payment terms or those stated on the invoice.
- 3.5. Unless otherwise agreed, payment must be made within thirty (30) calendar days of the invoice date. The Customer may not assert any right to set-off, suspension, or discount.
- 3.6. If the Customer fails to pay the amounts due or does not pay them on time, the Customer is liable for statutory interest for commercial transactions on the outstanding amount, without the need for a reminder or notice of default. If the Customer does not pay the outstanding claim after a reminder or notice of default,

the Customer is also obligated, in addition to the then due total amount, to compensate all reasonable judicial and extrajudicial costs that incur to collect the claim. This does not affect Novotek's other statutory and contractual rights.

- 3.7. Complaints about an invoice must be reported to Novotek no later than ten (10) Working days, after the date of the invoice. If the Customer fails to report any complaint to Novotek in a timely manner, the Customers authority to rely on that complaint and all the Customers claims on that account, shall lapse.

#### 4. Service Execution

- 4.1. Novotek will use its best efforts to perform Services with care in accordance with the Agreements documented in Writing with the Customer. All Services provided by Novotek are based on a best efforts obligation, unless and to the extent that Novotek has expressly committed to a specific result in the Written Agreement and that result is sufficiently and explicitly defined in the Agreement.
- 4.2. Novotek is not liable for any damage or costs resulting from the use of access or identification codes, certificates, or other security measures, unless such use is a direct result of intent or gross negligence by Novotek.
- 4.3. Novotek is permitted to have the Services performed by a third party, such as a supplier, without the prior consent of the Customer.

#### 5. Delivery

- 5.1. Delivery of Products consisting of hardware or other similar products, takes place, unless otherwise agreed, Ex Works from Novotek's local office to the in Writing agreed destination of the Customer. Delivery terms are interpreted in accordance with the most recent edition of the Incoterms. Delivery of Products consisting of software or other similar products, takes place if it has been provided online to the Customer through the email address specified by the Customer at the time of the order.

- 5.2. If the Customer refuses delivery of the Products and Services, the Products and Services will be deemed delivered at the time Novotek offered it to the Customer.
- 5.3. Novotek's obligations regarding standard software are limited to providing the software online to the Customer, unless otherwise agreed upon in Writing.
- 5.4. The risk of loss, theft, embezzlement, or damage to Products, data (including usernames, codes, and passwords), documents, software, or data files produced for, delivered to, or used by the Customer in the performance of the Agreement passes to the Customer at the moment they are brought into the actual control of the Customer or an assistant of the Customer.
- 5.5. Novotek is always entitled to execute the Agreement in partial deliveries and invoice the deliveries in accordance with the partial deliveries.

#### 6. Customer Obligations

- 6.1. The Customer is responsible for the accuracy and completeness of the data, information, or specifications provided to Novotek by or on behalf of the Customer. If the Customer employs personnel and/or assistants in the execution of the Agreement, such personnel and assistants shall possess the necessary knowledge and experience.
- 6.2. If Novotek employees perform work at the Customer's location, the Customer shall timely and at no cost provide the necessary cooperation and facilities, such as a workspace with computer and network facilities. Novotek is not liable for damages or costs due to transmission errors, malfunctions, or unavailability of these facilities, unless the Customer proves that such damages or costs result from intent or gross negligence of Novotek.
- 6.3. The workspace and facilities shall comply with all legal requirements. The Customer indemnifies Novotek against claims from Novotek's employees as well as third parties, working on behalf of Novotek, who suffer damage in connection with the execution of the Agreement resulting from the actions or omissions of the Customer

or from unsafe situations in their organization. The Customer shall inform the Novotek-employed personnel of the applicable house rules, information, and security regulations within their organization before commencing work.

- 6.4. The Customer is responsible for the management, including control of settings, the use of Products delivered by Novotek and/or Services rendered, and how the results of the Products and Services are deployed. The Customer is also responsible for instructing and supervising the use by its employees.
- 6.5. The customer shall not (a) sublicense, copy, distribute, modify, create derivative works of any Products, (b) reverse engineer, disassemble, or decompile any Products or apply any other process or procedure to derive the source code of the Products, (c) access or use the Products in a way intended to avoid incurring fees or to exceed usage limits or quotas, or (d) remove, alter, or obscure any proprietary notices that accompany the Products; or authorize or assist others to do any of the foregoing.

## 7. Delivery, Inspection, and Complaints

- 7.1. Novotek has the right to require an acceptance document in the context of delivery or configuration of the Products provided by it. In this context, Novotek may present an acceptance test to the Customer, which also serves as a delivery document, and the provisions of which must be complied with by the Customer. The Customer is obligated to inspect the Services performed and Products delivered by Novotek on the occasion of acceptance and to indicate on an acceptance form provided by Novotek whether the performed Services or delivered Products are accepted, either unconditionally or with reservations, or whether it is rejected, specifying any defects. After acceptance, delivery occurs, and the work performed by Novotek is at the Customer's risk, who is therefore obliged to pay the agreed price, while Novotek is released from liability for defects that the Customer should

reasonably have discovered at the time of acceptance.

- 7.2. If Novotek does not require an acceptance test the Customer is obliged to inspect the Services performed and Products delivered by Novotek promptly upon receipt, to the extent reasonably possible, but in any case, for quantities and visible defects. If the Customer wishes to make a complaint in this regard, he must notify Novotek in substance and in Writing within five (5) Working days of delivery, unless a different period is agreed upon by Novotek, and if presented with one, make a note on the delivery note. If the Customer does not complain within this period, the Product and the Services provided shall be deemed to have been accepted by him.
- 7.3. Furthermore, the Customer must inspect the delivered Products and performed Services for compliance with the Agreement within ten (10) Working days of delivery, unless a different period is agreed upon by Novotek, and if a defect becomes apparent, he must notify Novotek in substance and in Writing within that period. If the Customer does not complain within this period, the Product and the Services provided shall be deemed to have been accepted by him.
- 7.4. If the defect could not have been discovered within the periods mentioned in the previous two clauses under any circumstances, the Customer must lodge a substantive Written complaint with Novotek within ten (10) Working days of discovering the defect, or earlier within ten (10) Working days of when he could reasonably have discovered it, unless different periods are agreed upon by Novotek, but in any case within twelve (12) months of the defect arising.
- 7.5. If the Customer has notified Novotek timely in accordance with the provisions in this article or if Novotek acknowledges in Writing, which is always done with reservation unless otherwise stated, that it is at fault or if this is otherwise established, it has the right to inform the Customer within a reasonable period after the Customer has notified the defect that:

- a) it will proceed to re-deliver or deliver the missing item free of charge; or
- b) it will replace the software or modify it in such a way that the allegation of infringement is removed without unreasonably impairing the contractual use by the contracting party; or
- a) it will replace or repair the hardware, whereby replacement parts may be new or refurbished at Novotek's reasonable discretion.

If Novotek performs within a reasonable period after the mentioned notification to the Customer, this means that the Agreement will have been correctly fulfilled, and the Customer will not be entitled to any compensation.

- 7.6. If Novotek addresses a complaint from the Customer, this does not imply acceptance of liability. If it turns out that a complaint was unfounded, Novotek has the right to invoice the Services performed by it and the Products delivered at its usual rates.
- 7.7. In case any defects occur during the use of the Products in accordance with the Agreement, the Customer shall notify Novotek of the defect in Writing without undue delay and in a comprehensible form stating the information useful for the identification of the defect (description of the symptoms of the defect, as far as possible, proven by written records, hard copies or any other documents illustrating the defect).

## 8. Deadlines

- 8.1. Agreed delivery deadlines, even if a specific end date or period is agreed upon, are target dates, non-binding and are of an indicative nature. In the event of late delivery, Novotek must be notified in Writing of the default, and Novotek must be granted a reasonable period, to be determined after consultation, but at least ten (10) Working days, within which Novotek can still fulfill its obligations.
- 8.2. If any deadline is likely to be exceeded, Novotek and the Customer will consult to

discuss the implications of the delay for further planning.

- 8.3. If it has been agreed that the agreed work will be performed in phases, Novotek is entitled to postpone the commencement of work that belongs to a phase until the Customer has approved the results of the preceding phase in Writing.
- 8.4. Novotek is not bound to any final (completion) date or (delivery) deadline if the parties have agreed to change the content or scope of the Agreement (additional work, change of specifications, etc.) or a change in the execution approach, or if the Customer does not fulfill their obligations under the Agreement, does not do so on time, or does not do so fully. The fact that additional work arises during the execution of the Agreement is never a reason for the Customer to terminate or rescind the Agreement.

## 9. Retention of Title

- 9.1. All Products delivered to the Customer remain the property of Novotek or its suppliers until all amounts owed by the Customer to Novotek under the Agreement between the parties have been fully paid. A Customer acting as a reseller may sell and deliver all items subject to Novotek's retention of title in the ordinary course of business.
- 9.2. The property law consequences of the retention of title are governed by the law of the destination country if that law contains more favorable provisions for Novotek.
- 9.3. Rights will be granted or transferred to the Customer, as applicable, under the condition that the Customer has paid all amounts due under the Agreement.

## 10. Warranty

- 10.1. Novotek guarantees the proper functioning of the hardware it supplies for a maximum of twenty-four (24) months and the software it supplies for a maximum of ninety (90) calendar days. But this warranty extends in all instances no further than what the hardware and/or software is required to perform under the

Agreement, when used in accordance with the Agreement, during the warranty period according to the accompanying user manual or, if not provided, according to the supplier's specifications.

- 10.2. The warranty obligation lapses if errors in the hardware or software, or in parts thereof, are wholly or partially the result of incorrect, careless, or unskilled use, external causes such as fire or water damage, or if the Customer makes or has made changes to the hardware, software, or parts supplied by Novotek under the warranty without Novotek's permission. Novotek will not unreasonably withhold such permission.
- 10.3. If Novotek fails to meet its warranty obligation, the Customer must notify Novotek in Writing of the default, and Novotek must be granted a reasonable period, at least ten (10) Working days, to provide repair of errors or replace the Products free of charge or, if that is not possible for Novotek or cannot reasonably be demanded of it, to take back the supplied Products against a refund of the purchase price. The liability limitation described in the following article applies.

## 11. Liability

- 11.1. Novotek shall only be liable to the Customer for damages suffered and/or to be suffered by the Customer if Novotek failed in the performance of the Agreement, or acts unlawfully towards the Customer, and only to the extent Novotek provided a warranty. In other cases, Novotek is not liable for any loss, whether direct or indirect, suffered by the Customer.
- 11.2. Compensation for indirect damage/loss including but not limited to consequential damage, lost profit, missed savings, reduced goodwill, damage due to business interruption, damage resulting from claims by customers of the Customer, damage relating to the use of items, materials, or software prescribed by the Customer to Novotek, and damage related to the involvement of suppliers prescribed by the Customer to Novotek is excluded. The liability related to the corruption, destruction, or loss of data or

documents of the supplier of Novotek is excluded as well.

- 11.3. Novotek shall not be liable, and any claim regarding any alleged failure shall lapse if the Customer makes or has made any modifications and/or adjustments and/or repairs to the delivered Products and/or performed Services, or if the delivered Products and/or performed Services is not used or treated precisely according to the accompanying or applicable (factory) regulations or user manual, or if it is used or treated in another unwise or negligent manner, or if the delivered Products and/or performed Services are used or applied for purposes other than those for which it is intended—including the situation where the product is used in combination with any product or software not supplied by Novotek, while the product/software supplied by Novotek itself complies with the Agreement—or if the delivered Products and/or performed Services are used in a manner that Novotek could not reasonably have expected, or if it has been manufactured correctly in accordance with the Customer's instructions, and this has influenced the occurrence of the damage.
- 11.4. Novotek is not liable for the loss of data and/or programs to the extent such damage results in the failure of the Customer to perform backups and thereby ensure that lost data can be restored with reasonable efforts.
- 11.5. If Novotek acknowledges that it is at fault, or if this is otherwise established, and this results in damage to the Customer, Novotek's liability for the damage is limited to the agreed price for the relevant performed Service or delivered Products, exclusive of VAT. If the failure occurs in the context of a long-term Agreement, Novotek limits its liability to the total of the invoice amounts charged (exclusive of VAT) to the Customer in the six (6) months preceding the occurrence of the damage. Furthermore, in all cases and at all times the liability shall be limited to what has actually been paid or will be paid by Novotek's insurer, excluding any deductible.



- 11.6. Any claim for compensation against Novotek expires simply by the lapse of twelve (12) months after the claim arises, unless the Customer has instituted legal proceedings for compensation before the expiry of that period. In the case a claim arises within this period, the Customer must report the claim in Writing to Novotek as soon as possible, but no later than ten (10) Working days after the occurrence of the liability-confirming event, under penalty of loss of rights.
- 11.7. In this article, attributable failure also includes unlawful acts.
- 11.8. The provisions in this article, as well as all other limitations and exclusions of liability mentioned in these General Terms and Conditions, also apply for the benefit of all (legal) persons that Novotek uses in the execution of the Agreement provided that Novotek may be held liable under the law for the damage/loss caused by such (legal) persons.

## 12. Duration of the Agreement, termination, and rescission

- 12.1. If and insofar as the Agreement between the parties is a subscription or a fixed-term Agreement, it shall be entered into for the duration agreed upon in Writing between parties.
- 12.2. The term of a fixed-term Agreement or an Agreement based on subscription shall be tacitly extended each time for the duration of the originally agreed period or another period agreed upon by parties in Writing, unless the Customer or Novotek terminates the Agreement in Writing with a notice period of three (3) months before the end of the relevant period.
- 12.3. Each party shall only be entitled to rescind the Agreement due to an attributable failure in the performance of the Agreement if the other party, after a detailed Written notice of default with a reasonable term for remedying the failure, fails to fulfill essential obligations under the Agreement. Payment obligations of the Customer and all obligations to cooperate and/or provide information by the Customer shall in all cases be

considered essential obligations under the Agreement.

- 12.4. Each party may terminate the Agreement without notice and with immediate effect in whole or in part in Writing if the other party is granted suspension of payments – whether provisional or not, if bankruptcy is filed with respect to the other party, if the business of the other party is liquidated or terminated other than for the purpose of reconstruction or merger of businesses. Novotek shall never be obligated to refund any received funds or pay any compensation due to the termination as referred to in this clause. In the event the Customer is declared bankrupt, the Customer's right to use the provided Products, as well as the Customer's right to access and/or use Novotek's Services, shall terminate without requiring any termination action by Novotek.
- 12.5. Novotek, or its suppliers or licensors on behalf of Novotek, may terminate the Agreement without notice and with immediate effect in whole or in part in Writing if the supplier or licensor terminates the agreement between them and Novotek. The suppliers or licensors shall also be entitled to enter into the Agreement concluded between Novotek and the Customer and to take over the Agreement in its entirety in place of Novotek. All rights and obligations of Novotek arising from the Agreement will be transferred to the supplier or licensor.
- 12.6. If the Customer has already received performances under the Agreement at the time of rescission, these performances and the related payment obligations shall not be subject to undoing, unless the Customer proves that Novotek is in default concerning a substantial part of those performances. Amounts invoiced by Novotek prior to rescission shall remain payable and shall become immediately due and payable at the time of rescission.

## 13. Confidential information

- 13.1. The Customer and Novotek shall ensure that all Confidential information received from the other party, remains confidential.



- 13.2. The Parties shall oblige their employees, external staff and subcontractors to maintain confidentiality by means of suitable contractual regulations that comply and correspond with the Agreement.
- 13.3. This prohibition does not apply if and insofar as the provision of the relevant data to a third party is mandatory pursuant to administrative or judicial order, must be disclosed to a third party in order to comply with a legal obligation, is necessary for the proper execution of the Agreement, or if the information is already known to the third party at the time of disclosure.
- 13.4. The party receiving Confidential information shall use it only for the purpose for which it was provided.
- 13.5. Data shall in any case be considered confidential if one of the parties has designated them as such.

#### 14. Intellectual Property

- 14.1. 'Intellectual property rights' include patents, copyrights, trademark rights, design and model rights, database rights and trade name rights, neighbouring rights and any other intellectual property rights, or the right to obtain such intellectual property rights by registration, application, filing or otherwise.
- 14.2. All intellectual property rights relating (directly or indirectly) to the Agreement, including but not limited to the Products developed or made available to the Customer, shall accrue to Novotek, its licensors, or its suppliers, even if the Customer has been charged a fee, unless Novotek and the Customer agree otherwise in writing.
- 14.3. The supplier grants to the Customer or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy the Products (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Products in its business. The Customer only acquires the usage rights that are explicitly granted by these General Terms and Conditions, the Written Agreement between the parties, and mandatory statutory provisions.
- 14.4. The Customer shall not sub-license, assign or otherwise transfer the rights granted in *Clause 14.3*.
- 14.5. Novotek, its licensors, or its suppliers have the exclusive right to deposit and register any (application for an) intellectual property right created in the context of the (performance of the) Agreement in the appropriate registers, unless Novotek and the Customer agree otherwise in writing.
- 14.6. The Customer shall not remove or modify any indications regarding the confidential nature or concerning copyrights, trademarks, trade names, or any other intellectual property rights from the Products.
- 14.7. Novotek is never obliged to perform data conversion unless this has been explicitly agreed upon in Writing with the Customer.
- 14.8. The Customer shall inform Novotek in Writing without undue delay in case it becomes aware of third-party infringements of any intellectual property rights (in particular but not exclusively trademarks and know-how, copyrights as well as name rights) of Novotek, its suppliers, or its licensors and/or in relation to the Products. The Customer indemnifies Novotek against third party claims for infringement of an intellectual property right in respect of Services performed and Products delivered by Novotek.

#### 15. Force Majeure

- 15.1. Neither party is obliged to fulfill any obligation, including any statutory and/or agreed warranty obligation, if they are prevented from doing so due to force majeure. Force majeure on the part of Novotek includes, but is not limited to: (i) force majeure of Novotek's suppliers and licensors, (ii) defects in items, equipment, software, or materials from third parties whose use was prescribed to Novotek by the Customer, (iii) government measures, (iv) power outages, (v) disruptions of internet, data network, or telecommunication facilities, (vi) (cyber) vandalism, (cyber) crime, war, or terrorism, and (vii) strikes and/or illness of

Novotek employees, as well as other circumstances that prevent Novotek from carrying out the Agreement fully or in part.

- 15.2. If a force majeure situation lasts longer than sixty (60) calendar days, either party has the right to terminate the Agreement in Writing. In such a case, what has already been performed under Agreement will be settled proportionately, without the parties owing anything further to each other.

## 16. Privacy

- 16.1. The Customers data will be stored, processed and used by Novotek. Novotek is also entitled to make this data available to third parties. Insofar as it concerns the processing of personal data, these are processing operations within the meaning of the General Data Protection Regulation (GDPR). Personal data will only be provided to third parties if this is necessary for the performance of the Agreement or if there is a legal obligation to do so. Agreements have been made with third parties to ensure that this data is not used for other purposes.
- 16.2. If personal data of the Customer are required for the execution of the Agreement, Novotek shall use or process such personal data in accordance with the General Data Protection Regulation (GDPR). The processing of personal data by Novotek is not a core task of Novotek and follows from the execution of the Agreement.
- 16.3. The privacy statement of Novotek can be accessed at <https://www.novotek.com/about-novotek/privacy-policy/>.

## 17. Final provisions

- 17.1. The Customer will never sell, transfer or pledge the rights and obligations it has under this Agreement to a third party.
- 17.2. Novotek is entitled to sell, transfer or pledge its claims for payment of compensation arising out of
- 17.3. this Agreement to a third party.
- 17.4. The Agreement between Novotek and the Customer is governed by Swiss Law.

Applicability of the Vienna Sales Convention is excluded.

- 17.5. All disputes that arise between Novotek and the Customer to which these General Terms and Conditions apply will, unless mandatory law prevents this, be decided in the first instance by the District Court of Solothurn, Switzerland, without prejudice to the jurisdiction of Novotek to take legal action against the Customer before an otherwise competent court.