

PRINTING TERMS and CONDITIONS

Hardware Warranty

We warrant that the hardware we supply is new, unused and shall have no defect arising from design or workmanship. The warranty for the hardware corresponds to the manufacturer's warranty, which states that during its warranty period it will perform according to the written documentation accompanied with the hardware. Where needed, its firmware is updated from time to time for security updates, patches and fixes.

If any malfunction or physical damage is a result of misuse or negligence by the user, then all costs of repairs will be chargeable.

The machine must be located and operated in an environment in accordance with the manufacturer's specifications. The ideal environment for the best operation and minimization of damages is at temperature between 15 and 25 degrees Celsius and humidity between 40 to 60 RH%.

Any additional accessories and customizations that may be needed to achieve additional functionality may be discussed and agreed.

Full Maintenance Agreement for 5 YEARS - (Per Copy Charge)

The Full Maintenance (Per Copy Charge) Agreement includes all the running costs of the Multifunctional Printer(s) ("MFP(s)"), i.e., spare parts for repairs, all necessary consumables for the smooth running of the device (with the exception of paper and staples) and all labour for repairs and preventive maintenance. Software and/or network support, are excluded.

When the agreement includes prints free, the agreed per copy charge will start when those prints are completed.

The Monthly Per Copy Charge is based on the devices' counter.

Rental Agreement for 5 Years (Monthly Rental Fee)

The Rental fee includes the use of the machine and its accessories for the agreed period of 5 years.

A Rental agreement has as pre-requisite the setting up of a bank standing order of the rental fee plus the VAT element. Therefore, the customer is required to arrange the standing order before the delivery and installation of the machine.

Stand-alone PC connectivity

Where the MFP(s) will be connected on a single PC, there will be no additional charge.

Network Connectivity

Where the MFP(s) will be connected to a network, there will be additional charges, depending on the number of the PCs and MFP's that will be connected to the network and on the complexity of the service to be provided.

Training

Sufficient operational training for the staff that will be operating the MFP is included and will be provided on installation date. There is also a Help-Desk line that can be used for any additional support needed regarding the functionality of the MFP.

Payment Terms

For outright purchase: 30 days credit from delivery / invoice date.

For Monthly Per Copy Charges: 30 days credit from invoice date.

For Rental Agreement: a bank standing order needs to be setup by the customer for repayment of the monthly rental fee.

Validity of Proposal

The above prices are valid for a limited number of machines.

Any quotation given by Newcytech shall not constitute an offer but shall be considered as an invitation to treat and shall only be valid for a period of 30 calendar days from its date of issue unless otherwise stated in the quotation.

Delivery

The MFP (if in stock) can be delivered within 5-6 days from the date of signing a sales order.

Basis of Contract

The order shall only be deemed to be accepted at the earliest of delivery of the particular products or performance of the particular services or when Newcytech to whom the order is submitted communicates its acceptance of the order in written to the client, at which point, and on which date the contract of the sale of the particular products and/or the provision of the particular services shall come into existence.

Newcytech shall be entitled to reject or refuse to accept any order at its absolute discretion, and all sales of products and services shall be subject to the prior approval of credit and / or compliance departments procedures and controls.

Sales Terms and Conditions

1 These terms and conditions of sale (the “**Terms and Conditions**”) shall be considered accepted and acknowledged by the placing of an Order and

/ or receiving a Service (as defined below), the signing and returning of an invoice and / or a service agreement (including a proforma invoice) or the acceptance of a delivered Product and / or Service (as defined below), whichever occurs first.

2 Definitions

The following definitions apply in these Terms and Conditions:

- “**Anti-Corruption Laws**” means all applicable laws concerning or relating to bribery, corruption, inaccurate books & records, inadequate internal controls and money laundering, for example the United States Foreign Corrupt Practices Act of 1977, the U.K. Bribery Act 2010.
- “**Applicable Laws**” means all laws, rules, regulations, conditions, requirements, guidelines, rulings ordinances or orders of or any legal entitlement issued by any governmental body or any multi-national or international organisation and applicable from time to time to the performance of the obligations of the parties under any Contract.
- “**Contract**” means the contract between Newcytech Business Solutions Limited and a Customer for the supply of Products and/or Services formed in accordance with and incorporating these Terms and Conditions.
- “**Data Protection Laws**” means any applicable data protection laws including the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (“GDPR”) as amended.
- “**Export Controls**” means laws, rules and regulations regulating the shipment or transfer, by whatever means, of controlled items, software, technology, or services out of USA or the EU (termed an “Export”).
- “**Force Majeure Event**” means any event circumstance or causes beyond a party’s reasonable control, including but not limited to, fire, flood, tornado, earthquake, war, riot, insurrection, strike lockout, slowdown epidemic, quarantine restriction, delay in transportation, labor shortage or strikes, materials or manufacturing facility shortage, accidents, boycott, embargo, insolvency or default of the manufacturer of a Product or any act of regulation of governmental authority, which results in delay in performing or inability to perform a contractual obligation.
- “**Newcytech**” means Newcytech Business Solutions Limited, a limited liability company duly incorporated and validly existing under the laws of the Republic of Cyprus with registration no. HE 145820
- **Sub-contractor** means a person or company that is hired by Newcytech for a specific assignment and / or service
- “**Products**” means all products, including all software, hardware and equipment, sold or which may at any time be sold by Newcytech.
- “**Services**” means professional duty and / or labour to be rendered by Newcytech and / or Newcytech appointed sub-contractors to the Customer pursuant to this agreement
- “**Customer**” means any person or entity who has been accepted by Newcytech as a Customer and who places an Order or a contract with Newcytech Business Solutions Limited
- “**Restricted Country**” means countries which are restricted for export of certain products by using the blocking of assets, trade and financial restrictions to accomplish foreign policy and national security goals. For a list of current sanctioned countries by the USA visit <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx> and the by the EU visit http://ec.europa.eu/dgs/fpi/what-we-do/sanctions_en.htm.
- “**Order**” means an order submitted to or placed with Newcytech for the supply of Products and/or Services.
- “**Restricted Party**” means the consolidated list of prohibited or restricted individuals, companies, and entities listed by the US Departments of Commerce, State and the Treasury and the EU Sanctions list which can be found at http://ec.europa.eu/dgs/fpi/index_en.htm and <https://www.expport.gov/article?id=Consolidated-Screening-List> .
- “**Sanctions**” means any Applicable Laws, which among other things, restrict or prohibit the transaction or trade or any other activity with certain identified individuals or body corporates.
- “**Sanctions List**” means any list which contains or identifies certain individuals or body corporates to whom the Sanctions apply.

3 Applicability

3.1 These Terms and Conditions apply to all Contracts for the supply of Products and Services entered into between Newcytech and a Customer to the exclusion of any other terms that the Customer seeks to impose or incorporate in any form or which are implied by trade, custom, practice or course of dealing.

3.2 Newcytech expressly objects to the application of the Customer’s business terms and conditions. Any terms and/or conditions attempted or purported to be introduced or imposed by the Customer in any manner and at any stage shall be inapplicable and of no legal effect whatsoever against Newcytech unless otherwise agreed in writing.

3.3 These Terms and Conditions may be amended from time to time in accordance with Clause 19 below.

4 Basis of Contract

4.1 An Order placed with or submitted by a Customer to Newcytech constitutes an offer by the Customer to purchase the Products and/or the Services set out in the Order in accordance with these Terms and Conditions.

4.2 The Order shall only be deemed to be accepted at the earliest of delivery of the particular Products or performance of the particular Services or when Newcytech to whom the Order is submitted communicates its acceptance of the Order in written to the Customer, at which point and on which date the Contract for the sale of the particular Products and/or the provision of the particular services shall come into existence. Newcytech shall be entitled to reject or refuse to accept any Order at its absolute discretion and all sales of Products and Services shall be subject to the prior approval of credit and / or compliance departments procedures and controls.

4.3 Any quotation given by Newcytech shall not constitute an offer, and shall only be valid for a period of [30] calendar days from its date of issue unless otherwise stated in the quotation.

4.4 Any request by a Customer to cancel any Order submitted to or placed with Newcytech shall only be considered if it is within the guidelines allowed by the manufacturer of the relevant Products and shall be subject to acceptance by Newcytech at its sole discretion. The Customer acknowledges that most manufacturers, and / or providers and / or Subcontractors do not accept cancellations of orders, all orders are considered final and not subject to withdrawal or cancellation. However, Newcytech upon accepting the order will work with the relevant party to support the Customer’s request where possible. The Customer hereby agrees to indemnify Newcytech and keep Newcytech harmless against all expenses and losses incurred or suffered by Newcytech arising out of or in connection with the cancellation and/ or rescheduling of any Order.

5 Products and Services

5.1 The Customer acknowledges that Newcytech is not the manufacturer of the Products.

5.2 Unless otherwise expressly agreed, all Products shall be supplied to the Customer in accordance with the standard specifications of the manufacturer of the Products as these may be substituted or modified by the Manufacturer from time to time. Newcytech shall not be liable in respect of any loss or damage caused or resulting from any substitution, modification or variation of the manufacturer’s standard specifications.

5.3 The Customer acknowledges that Newcytech and / or Newcytech appointed sub-contractors may provide services directly and / or indirectly subject to additional terms and conditions.

5.4 The Customer understands that the delivery of the Services and more in general Newcytech’s performance depends on Customer’s timely and effective performance of Customer responsibilities, as these are described in the work order, hereunder and timely decisions and approvals by Customer.

5.5 All Services delivered to Customer for approval shall be deemed accepted if within ten (10) days after delivery Customer has not provided to Newcytech written notice identifying specifically any basis for not approving the Services, provided that such communication specifically identifies the reasons for not providing acceptance. In any event, all matters connected with the Services will be considered as accepted at the time that Customer starts using them.

6 Prices and Payment Terms

6.1 The price for the Products and/or Services supplied to the Customer shall be the agreed price set out in the relevant Order.

6.2 The payment terms shall be those set out in the relevant Order or otherwise agreed in writing between the Customer and Newcytech. If no payment terms are set out in the relevant Order or otherwise agreed in writing between the Customer and Newcytech, the payment terms shall be those stated in the relevant invoice(s) issued by Newcytech.

6.3 The Customer shall not be entitled to deduct, withhold or set off any amounts from any payment due to Newcytech unless the payment is due expressly agrees to issue a credit note. Such credit notes shall be subject to VAT, wherever applicable.

6.4 Any advance payment(s) which is due and paid, as per the agreed payment terms, is not refundable.

6.5 If the Customer fails to make a payment due to Newcytech by the due date of payment, Newcytech shall be entitled, without limiting the remedies set out in Clause 10 below, (a) to suspend future deliveries and provision of Services until the payment is received in full and

(b) charge interest in respect of the delayed payment at a rate equal to the public default rate applicable under the governing law of the relevant Contract and (c) to charge up to [EUR50] for each and every occurrence of returned cheques, in addition to any other remedies prescribed by law.

7 Delivery and Risk

7.1 Unless otherwise agreed in writing between the Newcytech and the Customer, the terms for delivery of Products shall be ex-works and risk in the Products shall be transferred on this basis.

7.2 The time of delivery is not of the essence and Newcytech shall not be liable for any delay in the delivery of any Products which is caused by a Force Majeure Event or the failure of the Customer to provide adequate delivery instructions, any other instructions that are relevant to the supply of the Products, manufacturing delays or from the failure of the Customer to make a payment due to Newcytech by the due date of payment.

7.3 If the Customer fails to take or accept delivery of any ordered Products within [7] calendar days of being notified that the Products are ready, then except where such failure or delay is caused by a Force Majeure Event or the failure of Newcytech supplying the Products to comply with its obligations under the Contract, Newcytech supplying the Products shall be entitled, without limiting the remedies set out in Clause 10 below, to resell or otherwise dispose of part or all of the Products and charge the Customer for all reasonable storage and selling costs as well as for any shortfall below the agreed price of such Products.

7.4 Newcytech may invoice the ordered Products and/or Services in batches as they are delivered to the Customer and may request payment for each batch, as per the agreed payment terms. Any delay in the delivery of the Products and /or Services shall not entitle the Customer to cancel the order or part of it or refuse to take delivery of the Products and/or Services.

7.5 Risk of loss or damage to the Products shall pass to the Customer upon completion of delivery of the Products. Where any ordered Products are delivered in batches the risk in respect of each batch of Products delivered shall pass to the Customer upon delivery of such batch.

7.6 A Where the delivery date of the invoiced Products or Services is not stated, it is the invoice date.

7.6B Notwithstanding delivery, Newcytech shall retain title and/or the right to title to all Products and / or services delivered / rendered until it has received payment in full of all amounts due in connection with the supply of all Products delivered and Services rendered to the Customer at any time, and the Customer holds the goods as bailee for Newcytech, until the title passes to the Customer. If the Customer fails to make any payment when due, Newcytech may repossess or otherwise recover the Products subject to this retention title. Such repossession shall not constitute a rescission or termination of the Contract between Newcytech and the Customer unless Newcytech expressly elects to do so. The Customer hereby assigns to Newcytech any proceeds (including accounts receivables) derived from selling of the Products as security for its obligations hereunder until the entire amount due has been paid and will execute any document to perfect this assignment that Newcytech requests.

8 Inspection

8.1 Customer shall inspect and examine all Products immediately after delivery is complete. If any Products are damaged, incorrect, or not delivered the Customer shall notify Newcytech within [7 (seven)] working days after their delivery. The relevant Products must be set apart and safely kept until Newcytech's inspection. If the Customers fails to comply with the provisions of this clause, the Products shall be considered as conclusively accepted by the Customer.

8.1A Newcytech reserves the right at its sole discretion to decide whether any goods are defective subject to time limit in the above paragraph. Defective goods will be replaced or rectified by Newcytech, as originally ordered, or if rectification or replacement is not considered practicable by Newcytech, Newcytech will credit the value of the goods at the invoice price. Save as detailed in the latter, Newcytech shall not be liable for any loss, damage or expense whatsoever and howsoever arising from any defect. Defects discovered in any delivery shall not entitle the Customer to rescind the remainder of the Contract. All transport charges incurred in returning or replacing Products are the responsibility of the Customer.

9 Warranties

9.1 Newcytech warrants that it has good title to or license to supply all Products to the Customer.

9.2 TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAWS NEWCYTECH EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND COVENANTS, EITHER EXPRESS, IMPLIED OR STATUTORY WITH RESPECT TO ANY PRODUCT AND/OR SERVICE INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF SATISFACTORY QUALITY AND/OR FITNESS FOR ANY PARTICULAR PURPOSE.

9.3 To the extent authorized, Newcytech will pass through to the Customer any transferable product warranties of the manufacturer of the Products and / or the provider of services.

9.4 Newcytech warrants that its Services will be performed in a good and workmanlike manner. Newcytech agrees to reperform any Services not in compliance with this warranty provided that such is brought to its attention by Customer by written notice within thirty (30) days after those Services are performed.

Newcytech warrants that the services shall at the time of delivery materially conform to the specifications set out in the respective work order, for a period of forty (40) days from Customer's acceptance of such Services. During the warranty period Newcytech agrees to correct any defect affecting such services that is brought to its attention by Customer by written notice, with express exclusion of any reduction of the price.

9.5 The aforesaid warranty shall in any case be ineffective in all and any of the following cases: improper use of the services; modifications made by Customer or third parties without Newcytech's written prior approval; use in a physical or operating environment unsuitable or different from that agreed with Newcytech; inappropriate maintenance; defects of the materials used or owned by Customer; engagement of operators not sufficiently qualified. Generally, the warranty shall not be effective in case of fraud, the negligence or willful misconduct by Customer or third parties.

9.6 In any case, by reason of the very nature of the services, the aforesaid warranty does not constitute in any manner warranty for interruption-free or error-free use, nor warranty that any error, however it occurred, may with certainty be corrected.

10 Customer Obligations

10.1 The Customer shall:

(b) ensure that the terms of all Orders are complete and accurate;

(c) co-operate with Newcytech in all matters relating to the Services;

(d) provide Newcytech its employees, agents, consultants and subcontractors, with access to its premises, office accommodation and other facilities as reasonably required by Newcytech to provide any Services ordered;

(e) provide Newcytech with such information and materials as Newcytech may reasonably require in order to supply any Services ordered, and ensure that such information is complete and accurate in all material respects;

(f) comply with all applicable laws, including all applicable Anti-Corruption Laws and Data Protection Laws;

(g) comply with any terms and conditions of license attaching to any Products and/or Services supplied and delivered to the Customer by Newcytech;

(h) not make, nor permit its Customers to make, any promises or representations, or give any warranties, guarantees or indemnities in respect of the Products and/or the Appliances except such as are contained in the relevant License, or as otherwise expressly authorized by the manufacturer in writing;

(i) indemnify Newcytech and keep Newcytech harmless in respect of all losses and expenses suffered or incurred by Newcytech as a result of any breach by the Customer of these Terms and Conditions.

10.2 If Newcytech's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer to perform any relevant obligation (defined as "Customer Default"):

(b) without limiting or affecting any other right or remedy available to it, Newcytech shall have the right to suspend performance of any Services or the delivery of any Products until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

(c) the Customer shall reimburse Newcytech on written demand for any costs or losses sustained or incurred by Newcytech arising directly or indirectly from the Customer Default.

11 Termination

11.1 Without affecting any other right or remedy available to it, either party may terminate the contractual relationship between the parties and any Contract not yet performed with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of these Terms and Conditions or its obligations under any Contract and (if such breach is remediable) fails to remedy that breach within [14] days after receipt of notice in writing to do so; or

(b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or

(c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

(d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its contractual obligations has been placed in jeopardy; or

(e) the Customer or any of its shareholders, affiliates or group companies (as defined in the Cyprus Law Cap.113) or their ultimate beneficial owner, enter into any Sanctions List or the Sanctions otherwise apply to them; or

(f) the Customer breached or there is reasonable suspicion that he will breach any Export Control Laws and or the Anti-Corruption Laws.

11.2 Without affecting any other right or remedy available to it, Newcytech may terminate the contractual relationship between the parties with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under any Contract on the due date for payment.

11.3 On termination of the contractual relationship between the parties of any Contract:

(a) the Customer shall immediately pay Newcytech entitled to receive payment all of the Customer's outstanding unpaid invoices and interest and, in respect of Services and Products supplied but for which no invoice has been submitted, Newcytech shall submit an invoice, which shall be payable by the Customer immediately on receipt;

(b) the Customer shall return to Newcytech all Products which have not been

fully paid for and which remain in the Customer's possession or control.

11.4 The termination of the contractual relationship between the parties or of any Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

12 Force Majeure

12.1 Neither party shall be responsible for any delay or failure to perform its contractual obligations which is due to a Force Majeure Event.

12.1A If performance of Newcytech's obligations is delayed or hindered by circumstances amounting to a Force Majeure Event the following provisions shall apply: (a) Newcytech will as soon as reasonably practicable give the Customer notice of the reasons for the delay or hindrance. However, failure to give such notice will not prevent Newcytech relying on the remaining provisions of this clause, and Newcytech will incur no liability for failure to give such notice. (b) Newcytech's duty to perform shall be suspended for as long as the Force Majeure Event continues and the time for performance of Newcytech's obligation shall be extended by a period equal to the duration of the Force Majeure Event. (c) The Customer will accept any goods delivered and/or services provided and shall pay the appropriate part of the price for such goods and/or services. (d) If the Force Majeure Event continues for longer than 90 (ninety) days then either party may by notice in writing to the other party cancel the Contract, insofar as Products remain to be delivered and/or Services to be provided thereunder after which Newcytech will have no obligation to deliver and/or provide and the Customer will have no obligation to accept delivery of the undelivered goods and/or provision of services but the Contract shall remain in force in respect of all Products delivered and/or Services provided prior to such cancellation.

13 Data Privacy

13.1 The Customer shall at all times comply with Newcytech's Privacy Policy which can be found here:

<https://www.newcytech.logicom.net/privacy-policy/>

14 Confidentiality

14.1 All non-public, confidential information, of both parties, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, that either party discloses to the other party, whether disclosed orally or disclosed or and regardless of whether marked, designated, or otherwise identified as "confidential," is confidential and may not be disclosed or copied unless authorized in advance by either party in writing. This does not apply to information that is: (a) in the public domain; (b) known to either party at the time of disclosure; or (c) rightfully obtained by the either party on a non-confidential basis from a third party.

14.2 Confidential information may also be disclosed if such disclosure is required by a judicial or other governmental order, if the receiving party either: (a) gives reasonable notice of the order to allow the other party a reasonable opportunity to seek a protective order or otherwise prevent or restrict its disclosure; or (b) obtains written assurance from the entity issuing the order that it will protect the confidential information to the maximum level allowed under applicable law or regulation

14.3 This clause 13 shall continue in force for a period of five (5) years after and despite the expiry or termination of the commercial relationship between the parties whatever the reason for termination

15 Payments

15.1 All bank fees, charges and commissions are paid by the Customer. Payment will be made without any set-off or suspension on any account whatsoever.

15.2 If the Customer fails to pay the amounts due, interest will be payable by the Customer at a rate equal to the public default rate applicable under the governing law of the relevant Contract, without any notice of default being required. If, after notice of default has been given, the Customer still fails to pay its debt, the debt may be placed out of hand in which event, in addition to the total amount then due, the Customer will also be bound to pay in full the legal and non-legal expenses of collection, including the costs of legal aid.

15.3 If at any time the financial condition of Customer so warrants, or if Customer fails to make payment(s) when due, or if Customer fails to supply requested financial documentation, or defaults in any way, Newcytech may either alter terms of payment, suspend credit and delay shipment or pursue any remedies

available at law or under these Terms and Conditions. In such event, Newcytech will be entitled to reimbursement from Customer for its reasonable expenses, including attorney's fees.

16 Limitation of Liability

16.1 Newcytech shall not under any circumstances be liable for:

- (b) Failure to allocate or reserve any Product for Customer
- (c) Discontinuation of Products / Product lines or any part thereof or cancellation.
- (d) Any defect in any Product which is attributable to the manufacturer of the Product.
- (e) Alleged defect or any deficiency in the performance of the Services that is brought more than one (1) year following the termination or completion of the Services under the applicable work order.

16.2 EXCEPT FOR OR IN RESPECT OF ANY LIABILITY UNDER CLAUSE 21.3(p),

NEITHER PARTY SHALL BE LIABLE FOR ANY OF THE FOLLOWING TYPES OF LOSS OR DAMAGE (WHETHER SUCH LOSSES OR DAMAGES WERE FORESEEN, FORESEEABLE, KNOWN OR OTHERWISE): (I) LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING FOR LOSS OF PROFITS ON CONTRACTS); (II) LOSS OF BUSINESS; (III) LOSS OF USE OR CORRUPTION OF SOFTWARE, DATA OR INFORMATION, (IV) LOSS OF OPPORTUNITY; (V) LOSS OF GOODWILL; (VI) LOSS OF REPUTATION; (VII) COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES; (VIII) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE LOSSES OR DAMAGES HOWSOEVER CAUSED (INCLUDING FOR THE AVOIDANCE OF DOUBT, WHETHER SUCH LOSS OR DAMAGE IS OF THE TYPE SPECIFIED IN (I)-(VIII) ABOVE) OR IN CASE OF ANY TRADE CONTROL RESTRICTIONS IMPOSED.

16.3 NEWCYTECH'S TOTAL LIABILITY TO THE CUSTOMER, INCLUDING ITS LIABILITY IN CONTRACT, TORT, DELICT OR OTHERWISE, SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED THE TOTAL AMOUNT PAYABLE BY THE CUSTOMER IN RESPECT OF THE PRODUCTS AND SERVICES WHICH RELATE TO THE BREACH.

17 Jurisdiction and Applicable Law

17.1 Unless otherwise agreed in writing the Contract for the supply of Products and Services to the Customer shall be governed by the laws of the Republic of Cyprus and its courts shall have non-exclusive jurisdiction to try and determine any claim or dispute relating to, arising from or connected with the Contract.

18 Invalidity

18.1 If any provision of these Terms and Conditions is held by any competent Court to be in invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected thereby.

18.2 Nothing in these Terms and Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorize any party to make or enter into any commitments for or on behalf of any other party.

19 Variation

19.1 Newcytech may vary these Terms and Conditions at any time by publishing a new version & communicating the varied Terms and Conditions to the Customer. Any Order, placed after any variation to these Terms and Conditions & have been communicated, will be deemed to incorporate the varied Terms and Conditions in the Contract.

20 No Joint Venture or Agency

20.1 These Terms and Conditions are not intended to and shall not be deemed to establish joint venture between Newcytech and the Customer or constitute the Customer an agent of Newcytech or any Newcytech Entity or authorize the Customer to make or enter into any commitments for or on behalf of Newcytech or any Newcytech Entity.

21 Compliance with Laws, Including Anti-Corruption, Export Controls and Sanctions Laws

21.1 Customer hereby represents and warrants that it shall comply with all Applicable Laws.

21.2 Customer acknowledges and understands that Newcytech and/or any of its affiliated or subsidiary companies may provide you with products, including hardware, software and/or technology that may be subject to United States and other government export control regulations and restrictions.

21.3 Customers hereby agrees and undertakes:

- (b) not to transfer, export, or re-export, directly or indirectly, any Products acquired from Newcytech to Cuba, Iran, North Korea, Sudan, and/or Syria, Crimea region or any nationals thereof, or to any other Restricted Country under applicable laws and regulations, and that Customer is not located in, under control of, or a national or resident of any such country;
- (c) not to directly use or sell the products to any third party that will use the Products in any activity related to the development, production, use or maintenance of "Weapons of Mass Destruction," including without limitation, uses related to nuclear, missile and/or chemical/biological development and that Customer will not transfer, export, or re-export, directly or indirectly to any party engaged in any such activity;
- (d) not to transfer, export, or re-export directly or indirectly to any party prohibited from receiving Products by U.S. Government, the European Commission or prohibited by applicable law and that Customer is not on, or under control of anybody on, any such list;
- (e) not to export/re-export any products purchased from Newcytech to any party which will use for military end use as defined in Article 4 sub 2 of EU Regulation 428/2009;
- (f) to comply with all applicable regulations and restrictions whenever Customer transfers, exports, or re- exports Products obtained from Newcytech;
- (g) to comply with all applicable Anti-Corruption Laws;
- (h) not to use any funds provided by Newcytech, or any proceeds resulting from any Newcytech business, to pay expenses for travel, lodging, gifts, hospitality or charitable contributions for government officials;
- (i) to comply with all applicable Export Controls regulations;
- (j) to provide the order specific representation(s) (consignee or end user undertaking) for themselves and their end user required to obtain export license from the EU authorities for certain products;
- (k) to comply with the Data Protection Laws;
- (l) to promptly notify Newcytech in case of any non-compliance or breach of these representations and undertakings;
- (m) upon request by Newcytech and within a reasonable period, to provide such information, and access to premises and records, as is reasonably necessary to enable Newcytech, the manufacturer or a regulatory authority to evaluate Customer's on-going compliance with the terms of this Agreement;
- (n) to maintain a record of sales, imports, exports, and re-exports of Products, technology, and Services purchased from Newcytech for a period of ten years after each sale, import, export, or re-export. Customer will forward any required records to Newcytech or, at Newcytech's request, to the manufacturer or a requesting regulatory authority;
- (o) to permit periodic audits by Newcytech, the manufacturer or a regulatory authority, as required, to ensure compliance with relevant laws and regulations;
- (p) to indemnify Newcytech for any claim, loss, liability or damage suffered or incurred by Newcytech resulting from or related to the Customer's breach of the obligations and undertakings set out in this clause 21.

21.4 The Customer acknowledges and agrees that any breach of any of the representations, obligations and undertakings set out in this clause 21 shall entitle Newcytech, without limiting or affecting any other right or remedy available to it, to immediately terminate any transactions or engagements or Contracts with the Customer or the commercial relationship between the parties without any liability.

21.5 These Terms and Conditions are binding on all Customers of Newcytech for all transactions.

PLEASE NOTE:

All of the above terms and conditions are valid unless otherwise stated on the associated Agreement.