General Terms and Conditions of FotoFinder Systems GmbH

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1. Definitions

DATA BACKUP, PROPER	Data backup encompasses all technical and/or organizational measures to ensure the availability, integrity, and consistency of the systems, including the data, programs, and procedures stored on these systems and used for processing purposes. PROPER DATA BACKUP means that the measures taken, depending on the sensitivity of the data, enable immediate or short-term restoration of the state of systems, data, programs, or procedures following a detected impairment of availability, integrity, or consistency due to a damaging event; These measures include, at a minimum, establishing and testing the recoverability of copies of the software, data, and procedures in defined cycles and generations.
DATA LOSS	Loss (deletion) or loss of the integrity and consistency of data.
FOTOFINDER	FotoFinder Systems GmbH, legally represented by its managing directors, Industriestraße 12, 84364 Bad Birnbach

Customer	The natural person, legal entity or partnership with legal capacity that enters into an Agreement with FotoFinder for Products and/or Services in the course of its commercial or independent professional activities.
Rights of Use	Intellectual property rights granted by FotoFinder to the customer.
Parties	FotoFinder and the customer.
Products	The hardware and software listed in FotoFinder's written order confirmation, plus any additional services, if applicable.
Malicious Code	A function undesirable to the user that may unintentionally or intentionally compromise the availability of data, resources, or services; the confidentiality of data; or the integrity of data.
Intellectual Property Rights	Industrial property rights (e.g., trademark or patent rights) or copyrights.
Standard software	Software (programs, program modules, tools, etc.) developed to meet the needs of a majority of customers on the market and not specifically developed by FotoFinder for the customer, including the associated documentation.
Confidential Information	Means all information in written, electronic, oral, or any other form that one party discloses to the receiving party or its representatives if it: is clearly marked as confidential, described as such, or otherwise identified as such; ● constitutes a trade secret within the meaning of Section 2(1) of the German Trade Secrets Act ( ) and the German Trade Secrets Act (GeschGehG) ; ● is protected by industrial property rights or other intellectual property rights (e.g., copyrights); ● are to be regarded as confidential based on their content and/or the circumstances; ● are subject to data protection or a similar duty of confidentiality; or were derived from disclosed Confidential Information.
Agreement	The entirety of contractual agreements between FotoFinder and the customer, including the written order confirmation and attachments.

2. Offer, Prices, Conclusion of Contract

2.1. These General Terms and Conditions apply exclusively to business entities as defined in Section 14 of the German Civil Code (BGB). They do not apply to consumers as defined in Section 13 of the German Civil Code (BGB) nor to contracts with distributors, dealers, or resellers, unless expressly agreed otherwise in writing.

2.2. Offers made by FotoFinder are subject to change and non-binding. The customer submits the offer by placing an order. This offer is accepted upon written order confirmation by FotoFinder. The written order confirmation is the sole determining factor for the scope of services. The issuance of an invoice is equivalent to a written order confirmation.

2.3. In light of the ongoing development of its products, FotoFinder reserves the right to modify the products covered by the contract at any time, provided that functionality and performance of at least equivalent value are ensured.

3. Scope of Services

3.1. FOTOFINDER sells, leases, or provides the CUSTOMER with the PRODUCTS specified in the CONTRACT and renders the SERVICES specified therein. The nature and scope of the services, place of performance, compensation, term, response times, service hours, and other service characteristics are determined exclusively by the respective CONTRACT.

3.2. Unless a specific result has been expressly agreed upon, SERVICES are to be provided as services. Response, processing, recovery, or availability times apply only if they have been expressly agreed upon in writing as binding.

3.3. The documentation for THE STANDARD SOFTWARE and/or the PRODUCTS shall be provided in German and in electronic and printable form, unless otherwise agreed.

3.4. The STANDARD SOFTWARE is scanned with an up-to-date antivirus program at an appropriate time prior to delivery to the CUSTOMER. Upon delivery to the CUSTOMER, FOTOFINDER declares that the scan did not reveal any evidence of MALICIOUS CODE in the STANDARD SOFTWARE.

3.5. The CUSTOMER is responsible for performing PROPER DATA BACKUPS.

4. Compensation

4.1. The amount of compensation, its due date, and invoicing are set forth in the CONTRACT. Compensation becomes due only after the CUSTOMER has received an invoice that complies with statutory requirements.

4.2. In the case of the paid grant of rights to use standard software, the fee may be increased no earlier than after the expiration of the minimum contract term and may be demanded thereafter no earlier than after the expiration of each twelve-month period. The CUSTOMER must be notified of any increase, which takes effect no earlier than one month after the date of notification. If the conditions for an increase in the fee are met, the CUSTOMER has the right, within the notice period, to terminate the CONTRACT for the STANDARD SOFTWARE affected by the increase no earlier than the effective date of the new prices, but only if the increase exceeds 10% of the most recently agreed-upon prices.

5. Delivery and Place of Performance

5.1. The place of performance for all contractual claims is Bad Birnbach. All deliveries are made FCA Bad Birnbach in accordance with Incoterms 2020, unless otherwise agreed in writing.

5.2. Delivery shall be made by carrier at THE CUSTOMER'S request. The CUSTOMER shall bear the costs of delivery, unless otherwise agreed in writing.

5.3. In the case of delivery by carrier, the risk passes to the CUSTOMER as soon as the shipment has been handed over to the carrier or has left FOTOFINDER'S warehouse for shipment. This applies even if carriage paid delivery was agreed upon. If shipment is prevented or delayed through no fault of FOTOFINDER or due to THE CUSTOMER'S fault, the risk passes to the customer on the day the goods are ready for shipment. Insurance against damage during transport or storage is taken out only at THE CUSTOMER'S express request. The customer bears the associated costs.

6. Acceptance

6.1. Insofar as the service provided by FotoFinder constitutes a service under a contract for work and labor (e.g., setup, installation, and assembly of the products), the customer must, upon provision of the services or notification of their completion, inspect the results of the work for compliance with the contract and either declare acceptance immediately or report any defects found with a specific description of the defects, provided that minor defects do not preclude acceptance. Upon provision or notification of the work's completion, the customer must declare acceptance within two weeks or, alternatively, within a period reasonable under the circumstances. The work performed under the contract shall be deemed accepted by the customer as in accordance with the contract at the latest if no complaint regarding the identified defects, accompanied by a specific description of the defects, is made within the period defined in the second sentence above. This does not apply if the defect was not detectable during the inspection.

6.2. If, prior to acceptance, the service provided under the contract for work and services is lost, damaged, or becomes impossible to perform as a result of an instruction given by the customer regarding its execution or for other reasons within the customer's sphere of control, without any contributing factor for which FotoFinder is responsible, FotoFinder may demand a portion of the compensation corresponding to the work performed and reimbursement of expenses not included in the compensation.

7. Cooperation by the Customer

7.1. To ensure the contractual use of the products delivered by FotoFinder, the customer shall, as part of its obligations to cooperate, ensure that

- the products covered by the contract can be properly installed, connected, and set up, and that all necessary access points, connections, and cables are available and in working order;
- any information necessary for the performance of the services agreed upon in the contract is made available to FotoFinder;
- the necessary permits have been obtained from the relevant authorities in a timely manner and at the customer's own expense;
- the customer provides FotoFinder with all relevant information concerning regulatory requirements applicable to FotoFinder that may arise in connection with the products covered by the contract.

7.2. If the Customer fails to provide the required cooperation, or fails to do so in a timely or proper manner, FotoFinder is entitled to invoice the Customer for any additional expenses incurred as a result in the provision of the contractually agreed services.

In the case of cooperation obligations without which the provision of the contractually agreed services would be impossible or significantly impeded for FotoFinder, FotoFinder is also entitled to set the customer a reasonable grace period for the contractual performance of the relevant cooperation obligation. If this grace period expires without result, FotoFinder is entitled to withdraw from the contract.

8. Regulatory Compliance

8.1. To the extent that the CUSTOMER is a professional user, operator, importer, distributor, or other business entity dealing with a medical device, the CUSTOMER must comply with the regulatory requirements applicable to their respective role and the specific use of the PRODUCTS, as well as with the applicable law. This includes, in particular, the operator and user obligations applicable to medical devices in the respective country of use. The CUSTOMER may use the PRODUCTS exclusively for lawful professional, medical, scientific, or research purposes consistent with the agreed-upon use and the intended purpose.

8.2. The CUSTOMER must immediately notify FotoFinder of any significant organizational changes that affect the operation, use, storage, maintenance, traceability, or regulatory responsibility for the products.

8.3. During the term of the contract and any extensions thereof, the Customer must promptly notify FotoFinder in writing of the address of each location where Products are installed, operated, stored, or maintained, as well as of any subsequent changes to these locations.

8.4. The customer is obligated to cooperate with FotoFinder to ensure an appropriate level of product traceability. In particular, the customer must document the serial or lot numbers of the products, as well as their respective locations of use or storage, in a traceable manner. Unless prohibited by mandatory law, the transfer, assignment, or sale of the products to third parties requires the prior consent of FotoFinder; in such cases, the customer must provide FotoFinder with the information regarding the purchaser or recipient necessary for traceability.

8.5. Repairs, maintenance, or other technical interventions on the products may only be performed by FotoFinder or by persons authorized and appropriately trained by FotoFinder. If, in exceptional cases, the customer is authorized and trained to perform repairs, the customer must retain all repair records and make them available to FotoFinder upon request.

8.6. If the customer receives complaints or reports from healthcare professionals, patients, or users regarding suspected incidents, malfunctions, safety issues, or other abnormalities related to a product, the customer must forward this information to FotoFinder immediately, no later than within 48 hours.

8.7. Upon request, the customer must provide FotoFinder with all information in its possession regarding complaints, non-compliant products, safety corrective actions, recalls, withdrawals, or other regulatory matters, to the extent that these relate to the products.

8.8. The customer is obligated to cooperate with FotoFinder to ensure that necessary corrective actions, safety information, software or security updates, returns, decommissioning, product recalls, or product withdrawals can be properly implemented.

8.9. The customer is obligated to grant FotoFinder, as well as third parties designated by FotoFinder—including Notified Bodies, certification bodies, and competent health or market surveillance authorities, whether domestic or foreign—access to the products, relevant documentation, and the appropriate contact persons, to the extent that this is necessary for regulatory reasons or to fulfill legal obligations. Access shall be granted, to the extent legally and practically possible, upon prior notice, during normal business hours, and in compliance with professional, data protection, and patient-related confidentiality obligations.

8.10. The customer must immediately inform FotoFinder of the conduct and results of inspections, audits, formal visits, or comparable measures carried out by supervisory authorities, Notified Bodies, or other certification bodies, to the extent that these relate to the products.

8.11. Notwithstanding any provisions to the contrary, FotoFinder is entitled to suspend the delivery, provision, activation, or continued availability of products, software, updates, or services if a government or regulatory authority enacts or enforces laws, restrictions, or regulations that render the delivery, provision, use, or availability of the products, software, updates, or services unlawful or place a significant burden on FotoFinder. A material burden exists if, based on an economically reasonable and good-faith assessment taking into account the economic benefit of the services in question, FotoFinder is significantly burdened. The suspension shall remain in effect until the relevant law, restriction, or regulation has been repealed, declared null and void, or amended in such a way that the delivery, provision, use, or availability is no longer unlawful and no longer constitutes a material burden. The customer acknowledges that, in the event of a lawful suspension, the customer is not entitled to compensation for the suspension of the affected products, software, updates, or services, to the extent permitted by law.

8.12. Each party shall bear its own costs and expenses incurred in connection with the fulfillment of its obligations under this section.

9. **Sanctions and Export Control Compliance**

9.1. Each party must at all times comply with all applicable export control, customs, and sanctions laws and regulations, including those of the European Union, the Federal Republic of Germany, the United Kingdom, the United States of America, the United Nations, and any other jurisdiction relevant to this Agreement or the performance of the parties' obligations.

9.2. The Customer may not, either directly or indirectly, sell, export, re-export, distribute, or otherwise make available Products or related technology to countries or territories subject to comprehensive trade sanctions or embargoes, including, in particular, Russia, Belarus, Iran, North Korea, Syria, and other territories designated from time to time by competent authorities.

9.3. The Customer may not, either directly or indirectly, sell, export, re-export, distribute, or otherwise make available Products or related technology to any natural or legal person or organization listed on applicable sanctions or restriction lists, including the EU Consolidated Sanctions List, the UK Sanctions List, the U.S. OFAC Specially Designated Nationals (SDN) List, or comparable lists maintained by competent authorities.

9.4. The CUSTOMER shall ensure that the PRODUCTS are used exclusively for lawful professional, medical, scientific, or research purposes consistent with the agreed-upon use and their intended purpose, and in compliance with all applicable export control and sanctions regulations. Any transfer, assignment, sale, export, or other provision of the Products or related technology to third parties is permitted only to the extent allowed under this Agreement, mandatory law, and all applicable export control and sanctions regulations. The Customer may not permit any use or transfer of the products in connection with prohibited activities or in violation of applicable law, in particular for military purposes or dual-use applications in restricted countries.

9.5. The Customer may not, directly or indirectly, sell, export, re-export, transfer, assign, or otherwise make available any goods delivered under or in connection with this contract that fall within the scope of Article 12g of Council Regulation (EU) No. 833/2014.

9.6. The Customer shall use its best efforts to ensure that the purpose of the foregoing provision is not thwarted by its affiliates, employees, agents, service providers, or other third parties to whom the Customer grants access to the products or related technology.

9.7. The Customer shall establish and maintain appropriate organizational measures to detect and prevent any use, disclosure, export, reexport, or provision of the Products or related technology that is in violation of this Agreement or applicable law, to the extent such matters fall within the Customer's sphere of influence.

9.8. The Customer must immediately notify FotoFinder of any actual or suspected violations of this provision and must cooperate fully with FotoFinder and the relevant authorities in investigating the matter.

9.9. If there are concrete indications that the performance of this contract would violate applicable export control, customs, or sanctions laws, or could expose FotoFinder to a significant risk of regulatory action, sanctions, or other legal disadvantages, FotoFinder is entitled to temporarily suspend deliveries and/or terminate this contract for good cause pursuant to § 314 of the German Civil Code (BGB). FotoFinder shall not be liable for damages resulting from such a lawful suspension or termination, to the extent permitted by law.

9.10. The customer shall indemnify FotoFinder against all losses, damages, liabilities, fines, and expenses, including reasonable legal representation and defense costs, arising from or in connection with a breach of this Section 9 for which the customer is responsible.

10. Engagement of Subcontractors

FotoFinder is entitled to engage subcontractors to perform the contractually agreed-upon services. The selection of the subcontractor is at FotoFinder's sole discretion.

The Customer may object to the engagement of subcontractors only if there are valid reasons that preclude such engagement.

11. Retention of Title

11.1. The goods remain the property of FotoFinder until all obligations arising from this contractual relationship have been fully fulfilled. However, in the case of the transfer of use of the standard software, this does not apply to the software component of the products that has been made available. If the customer intends to sell, transfer, or dispose of the goods prematurely, FotoFinder's prior consent in text form (Textform within the meaning of Section 126b of the German Civil Code (BGB)) must be obtained in every case. If such consent is not obtained, the goods may not be sold, transferred, or made available. The customer assigns to FotoFinder the claim arising from any disposition of the goods subject to retention of title that violates the above restrictions on sale, transfer, or making available, together with all ancillary rights. The claim against third parties hereby assigned in advance may not be assigned by the customer to any other party. At FotoFinder's request, the customer is obligated to notify the third-party purchaser of the assignment and to provide the information and documents necessary to enforce the rights against the third-party purchaser. FotoFinder is entitled to notify the third-party purchaser of the assignment and to demand payment directly from the third-party purchaser.

11.2. If the goods subject to retention of title are combined by the customer with other items to form a single item, the customer hereby transfers to FotoFinder a proportionate share of co-ownership in that item.

11.3. If the goods subject to retention of title are moved to a location other than that at the time of delivery, FotoFinder must be notified in text form (Textform within the meaning of Section 126b of the German Civil Code (BGB)) at least 10 days in advance, stating the new address.

12. Withdrawal, Termination, and Insolvency

12.1. Withdrawal and Termination by FotoFinder

In the event that the customer is subject to any of the relevant events listed below at a time when the customer has not yet fully fulfilled its obligations under the contract, FotoFinder may, at its discretion, withhold delivery of the products until the customer is no longer insolvent due to

one of the relevant events described below, or may withdraw from the CONTRACT—depending on the subject matter of the contract—or terminate it for cause.

Relevant events include:

- The CUSTOMER suspends or threatens to suspend payment as required by the contract, or is unable to settle claims when due, or admits that they are unable to settle claims;

- The CUSTOMER willfully and/or repeatedly infringes intellectual property rights or other rights of third parties or of FOTOFINDER;

- The CUSTOMER fails to comply with applicable regulatory requirements, to the extent that this is of material significance to the contractual relationship with FOTOFINDER;

- The CUSTOMER enters into negotiations with creditors regarding debt restructuring, submits a proposal for a settlement, or enters into a corresponding settlement with its creditors;

- An application for a liquidation order is filed against the CUSTOMER or a corresponding resolution is adopted;

- Insolvency proceedings are opened against the CUSTOMER or an insolvency petition is filed;

- An application is filed with a court to appoint an administrator over the CUSTOMER's assets.

Should any of the aforementioned events occur, the CUSTOMER shall immediately notify FOTOFINDER thereof.

12.2. Withdrawal and Termination by the CUSTOMER

The CUSTOMER is entitled to withdraw from the CONTRACT or to terminate the CONTRACT for cause if FOTOFINDER suspends or threatens to suspend performance regarding the delivery or installation of the products due to the following relevant events:

- FotoFinder enters into negotiations with its own creditors regarding a restructuring of its debts, or makes a proposal for an agreement with its creditors, or concludes such an agreement with its creditors, provided that such agreements could result in the customer's inability to fulfill its contractual obligations;

- An application for an order of liquidation is filed against FOTOFINDER or a corresponding resolution is adopted;

- Insolvency proceedings are opened against FOTOFINDER or an insolvency petition is filed;

- An application is filed with a court to appoint an administrator over FOTOFINDER'S assets.

The declaration of withdrawal or termination must be in writing.

12.3. Obligation to Return Property

In the event of withdrawal, FOTOFINDER is obligated to refund payments to THE CUSTOMER, AND the customer is obligated to return the services provided by FOTOFINDER as well as any benefits derived therefrom. This does not apply to commissioning services and other support services in the event of termination of the CONTRACT or its components. To the extent that restitution or return is excluded due to the nature of what was received, the PRODUCTS have been consumed, sold, encumbered, processed, or altered, or the received item has deteriorated or been lost, the CUSTOMER must provide compensation for the value. This does not apply to deterioration resulting solely from use in accordance with the intended purpose.

13. Intellectual Property

13.1. If a third party asserts claims against the CUSTOMER for infringement of INTELLECTUAL PROPERTY RIGHTS by the STANDARD SOFTWARE supplied by FOTOFINDER, and if the use of the STANDARD SOFTWARE is thereby impaired or prohibited, FOTOFINDER shall be liable as follows:

FOTOFINDER shall, at its discretion and at its own expense, either modify or replace the STANDARD SOFTWARE so that it does not infringe the INTELLECTUAL PROPERTY RIGHT but still essentially meets the agreed-upon functional and performance characteristics in a manner reasonable for the CUSTOMER, or indemnify the CUSTOMER against license fees owed to the intellectual property right

holder or third parties for the use of the STANDARD SOFTWARE. In the case of a license grant, this applies only during the agreed-upon contract term.

If FOTOFINDER is unable to do so under reasonable terms, the CUSTOMER will be notified and prohibited from using the software as of a specified date. At FOTOFINDER'S discretion, the CUSTOMER is obligated to either delete the STANDARD SOFTWARE—including the documentation and all copies—or return it to FOTOFINDER. In the case of a license grant, a claim for compensation exists only for the period during which the CUSTOMER was able to use THE STANDARD SOFTWARE.

13.2. FotoFinder's liability under Section 13.1 is subject to the customer promptly notifying FotoFinder of any third-party claim, not acknowledging the alleged infringement of intellectual property rights, and either leaving any dispute—including any out-of-court settlements—to FotoFinder or conducting such disputes only in agreement with FotoFinder. The necessary court and attorney's fees incurred by the customer in defending against such claims shall be borne by FotoFinder.

If the CUSTOMER ceases use of THE STANDARD SOFTWARE to mitigate damages or for other important reasons, the customer is obligated to inform the third party that the cessation of use does not constitute an acknowledgment of the alleged infringement of intellectual property rights.

13.3. To the extent that the CUSTOMER is responsible for the infringement of intellectual property rights, claims against FOTOFINDER are excluded.

13.4. Any further claims by THE CUSTOMER arising from an infringement of third-party INTELLECTUAL PROPERTY RIGHTS are excluded. This exclusion does not apply in cases of willful misconduct, gross negligence, or injury to life, limb, or health.

14. Liability for Defects

14.1. If a PRODUCT is defective at the time of delivery (claim for defects), FOTOFINDER will, at ITS OWN expense, replace it with an equivalent PRODUCT or repair it in a workmanlike manner.

14.2. The limitation period for claims for defects in new items is twelve months from delivery or handover, unless a longer period is expressly agreed upon in the CONTRACT. For SERVICES under a contract for work and materials, the statutory rights regarding defects apply, provided that FOTOFINDER initially has the right to subsequent performance. The statute of limitations for claims for defects arising from services provided under a contract for work and services is twelve months from acceptance, unless mandatory law or the CONTRACT provides for a different period. With regard to services, FOTOFINDER is obligated to perform the agreed-upon work in a professional manner, but is not obligated to achieve a specific result, unless this has been expressly agreed upon.

14.3. Liability for defects is excluded for used items.

14.4. If the type of subsequent performance requested by THE CUSTOMER (replacement of THE PRODUCT or repair) entails an expense that, in light of the product price and taking into account the terms of the contract and the principles of good faith, is grossly disproportionate to the CUSTOMER'S interest in the performance—where, in particular, the value of the purchased item in a defect-free condition, the significance of the defect, and the question of whether the other form of subsequent performance can be utilized without significant disadvantages for the CUSTOMER—the CUSTOMER'S claim is limited to the other form of subsequent performance. The place of performance for subsequent performance is Bad Birnbach. FOTOFINDER is free to carry out the subsequent performance at the CUSTOMER's location as well.

14.5. The CUSTOMER may rescind the CONTRACT or demand a price reduction if the second attempt at rectification fails, or if FOTOFINDER refuses to perform the rectification or fails to do so within a reasonable period of time.

14.6. If the customer fails to follow operating instructions, makes changes to the PRODUCTS, replaces parts, or uses consumables that do not meet the specified specifications, all claims for defects are excluded.

14.7. In particular, material defects do not include defects attributable to faulty or improper installation and commissioning by the customer or a third party commissioned by the customer. Modifications or enhancements to the purchased item made by the customer after delivery—in particular, the installation of additional software—are the sole responsibility of the customer. Any resulting defects or malfunctions do not give rise to claims for defects against FotoFinder.

14.8. The CUSTOMER must notify FOTOFINDER in writing of any obvious defects immediately, but no later than two weeks after receipt of the delivered item; otherwise, the goods shall be deemed accepted. Defects that cannot be discovered upon careful inspection within this period must be reported in writing immediately upon discovery.

14.9. In the event of an unjustified assertion of claims for defects, the CUSTOMER is obligated to reimburse FOTOFINDER for the costs incurred in this connection based on the currently applicable price list.

14.10. Whether the PRODUCT is to be repaired or replaced, the CUSTOMER is obligated to send the PRODUCT to FOTOFINDER at the return address provided by FotoFinder, specifying the order number (RMA). Before shipping the product, the CUSTOMER must remove any items inserted by the customer (e.g., chips or cards) from the PRODUCT. FOTOFINDER is not obligated to inspect the PRODUCT for the presence of such items. FOTOFINDER is not liable for the loss of such items unless it was immediately apparent to FOTOFINDER upon receipt of the PRODUCT that such an item had been inserted into IT. In this case, FOTOFINDER will inform the CUSTOMER and hold the item for the CUSTOMER to pick up; the CUSTOMER shall bear the costs incurred as a result. Furthermore, before sending a PRODUCT in for repair or replacement, the CUSTOMER must, if necessary, create separate backup copies of the system software, applications, and all data on the PRODUCT onto a separate storage medium and deactivate all passwords. No liability is assumed for DATA LOSS. Likewise, it is THE CUSTOMER'S RESPONSIBILITY, after the repaired PRODUCT or replacement product has been returned to them, to install the software and data and to reactivate the passwords. In particular, FOTOFINDER assumes no costs whatsoever for the reinstallation of software or hardware installed at a later date (i.e., after the purchase of FOTOFINDER).

14.11. In the event of defect rectification or replacement delivery, FOTOFINDER acquires ownership of the removed or replaced components or devices upon their removal or exchange. In the course of production as well as for defect rectification or replacement delivery, FOTOFINDER uses replacement parts or components that are new or as good as new in accordance with the applicable industry standards.

14.12. Claims for defects against FotoFinder are available only to the direct CUSTOMER and are not transferable.

14.13. The manufacturer's warranty (e.g., for monitors, printers, etc.) is a warranty provided by the respective manufacturer and does not constitute an assumption of warranty by FOTOFINDER.

15. Liability

15.1. FotoFinder bears unlimited liability for damages resulting from injury to life, body, or health; for damages under the Product Liability Act; in cases where a guarantee is assumed or a quality risk is undertaken; and for damages arising from willful misconduct or gross negligence on the part of FotoFinder, its legal representatives, or vicarious agents.

15.2. In the event of a breach of material contractual obligations due to slight negligence, FotoFinder is liable only for damages that were foreseeable at the time the contract was concluded and that are typical for this type of contract. Material contractual obligations are those obligations whose fulfillment is essential for the proper performance of the contract and on whose compliance the customer may reasonably rely.

15.3. Liability under Section 15.2 is limited to a maximum of the net order value of the products and services affected by the damaging event. To the extent that the damaging event concerns services for which compensation is paid on a recurring basis, the maximum amount applicable to such services is the net compensation for the last twelve months prior to the occurrence of the event giving rise to liability. The above amounts do not constitute separate or additional liability limits, but rather a single, unified overall limit for the respective damaging event.

15.4. In all other respects, FotoFinder's liability is excluded.

15.5. In the event of data loss, FotoFinder is liable—subject to Section 15.1—only for the expenses necessary to restore the data, provided the customer has performed a proper data backup. In cases of slight negligence on the part of FotoFinder, this liability applies only if the customer performed a proper data backup immediately prior to the action that led to the data loss.

16. Software, Data, and Data Backup

16.1. For software developed by FOTOFINDER, FOTOFINDER'S software license terms (EULA), as amended from time to time, apply in addition to these General Terms and Conditions.

16.2. For software supplied by FOTOFINDER but not produced by FOTOFINDER, the license terms of the respective software manufacturer apply. FOTOFINDER includes the necessary licenses with the products. Software from Microsoft Corporation is supplied as an OEM version.

16.3. The customer retains all rights and entitlements in and to the data processed by it using the standard software.

16.4. The CUSTOMER is responsible for maintaining and backing up their individual data (configurations, settings, user management).

16.5. The CUSTOMER is advised that they are solely responsible for their data backup strategy, in particular for performing regular data backups—including the backup logic—verifying the completeness and accuracy of the backups, and ensuring the recoverability of the data from the backup. The customer is solely responsible for any damages incurred by the CUSTOMER or third parties as a result of a defective, omitted, or irrecoverable data backup.

17. Data Protection

17.1. FotoFinder processes the personal data of the customer and its contacts exclusively in accordance with applicable data protection regulations and, where relevant, FotoFinder's privacy policy. Customers may contact FotoFinder's data protection officer regarding data protection matters.

17.2. To the extent that FotoFinder, in the course of installation, setup, support, maintenance, remote maintenance, error analysis, or other services, gains access to personal data—in particular health data, patient data, image data, or other personal data falling within the customer's area of responsibility—or processes such data on behalf of the customer, the parties shall enter into a separate data processing agreement pursuant to Article 28 of the GDPR prior to the commencement of the relevant processing, provided that such an agreement is required by law.

17.3. The Customer remains the data controller within the meaning of data protection regulations for the personal data it processes. In particular, the Customer is responsible for the lawfulness of the processing, the fulfillment of information obligations, the protection of the rights of data subjects, compliance with professional confidentiality obligations, and the provision of a system and usage environment that complies with data protection regulations.

17.4. Remote maintenance, remote support, or any other access by FotoFinder to the Customer's systems shall take place only to the extent necessary for the performance of the contract or as separately agreed. The customer shall ensure that the necessary data backups have been performed prior to the commencement of such access, that the required authorizations have been provided, and that FotoFinder is granted only the access rights necessary for the provision of the respective service. To the extent possible and reasonable, the customer shall avoid access to personal data—in particular health and patient data—or limit such access to the extent necessary.

18. Confidentiality

18.1. CONFIDENTIAL INFORMATION may be used only for the purpose of fulfilling the contract. The PARTIES agree to treat CONFIDENTIAL INFORMATION as strictly confidential and to take all necessary measures to prevent CONFIDENTIAL INFORMATION from becoming accessible to unauthorized third parties. The PARTIES agree to disclose CONFIDENTIAL INFORMATION only to those third parties who need to know such information (assigned employees, subcontractors).

18.2. Furthermore, the PARTIES agree to maintain confidentiality regarding the content of the contractual provisions and the insights gained during their performance.

18.3. The confidentiality obligation also applies to the initiation of a contractual relationship and continues beyond the termination of the contractual relationship. A corresponding confidentiality obligation must be imposed on any agents engaged.

19. Force Majeure

FOTOFINDER is released from its obligation to deliver in cases of force majeure or if the manufacturer has discontinued production of the ordered goods and fails to supply FOTOFINDER, even though FotoFinder has entered into a specific offsetting transaction. FOTOFINDER must inform the CUSTOMER of these circumstances without delay.

20. Jurisdiction and Contract Amendments

20.1. The laws of the Federal Republic of Germany shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). The exclusive venue for legal proceedings is Passau.

20.2. Should any provision in these Terms and Conditions or any provision in other agreements be or become invalid, this shall not affect the validity of the remaining provisions. Section 139 of the German Civil Code (BGB) does not apply in this regard.

20.3. Any additional or deviating agreements must be in writing and shall only become part of the contract if they are in writing. This also applies to any amendment to the written form requirement.

20.4. The customer’s general terms and conditions of business or purchase shall not become part of the contract.