Hexagon Manufacturing Intelligence

Equipment Rental Terms and Conditions

These Equipment Rental Terms and Conditions (“Terms and Conditions”) apply to, and form a necessary part of, any Hexagon quotation, proposal, offer, or form for Equipment rental that reference these Terms and Conditions (each a “Proposal”), and any resulting agreement or contract for equipment rental (the “Contract”), by and between the Hexagon Group-affiliated company supplying the equipment (“Hexagon”) and the customer receiving the Equipment (“Customer”), each as identified in the Proposal (each a “Party” and together the “Parties”). As used herein, “Rental Equipment” or “Equipment” means metrology (or other) hardware systems offered for rent as identified in the Proposal, together with any accompanying system components, accessories, Software, user manuals and/or related materials (collectively, the “Equipment”). Any acceptance by Customer of a Proposal is expressly limited to acceptance of these Terms and Conditions. All Customer orders or requests for Equipment are subject to Hexagon’s acceptance. Hexagon’s acceptance may be by written (including electronic) order/shipment acknowledgement, by invoicing, or by shipment. By renting, requesting, accepting, or otherwise using the Equipment, Customer agrees to these Terms and Conditions. In the event of a conflict between the final Proposal and these Terms and Conditions, the terms of the Proposal prevail.

1. RENTAL PERIOD. The rental period for each item of Equipment shall be as set forth in the Proposal. Any extensions of the rental period has to be reserved in advance and shall extend for the period as mutually agreed between the Parties. The rental period may be terminated early in accordance with the terms of the Contract. Customer’s obligations and responsibilities under the Contract shall extend to any period after the rental period (or any extension thereof) to the extent Customer has failed to return the Equipment to the designated Hexagon premises in accordance with the terms of the Contract.

2. RENTAL CHARGES.

2.1 Customer shall pay applicable rental charges for the entire rental period (including any extensions thereof), whether or not the Customer uses the Equipment during the rental period or returns the Equipment prior to any specified rental period end date. Unless otherwise agreed by Hexagon: (i) no rental period (including any extension thereof) may be terminated early by Customer; (ii) early return of the Equipment shall not constitute an early termination of the Rental Period.

2.2 Customer shall make applicable payments in accordance with the payment terms in the Proposal. If payment terms are not set out in the Proposal, Customer shall pay the sum of all rental charges thirty (30) days after invoice. Customer shall pay all rental charges without notice or demand by Hexagon. Customer’s obligation to pay all applicable rental charges is absolute and unconditional and without deduction or setoff of any amount, except as expressly set forth in the Contract.

3. TAXES. Customer shall be responsible for and shall promptly pay all applicable taxes (except for Hexagon’s corporate income tax), duties, license fees, registration fees, assessments and other charges, together with any penalties or interest, that may now or later be imposed by any taxing authority with respect to the Contract, or arising from Customer’s rental, possession, or use of the Equipment, whether assessed against Customer or Hexagon and upon request shall provide to Hexagon proof of payment of the same.

4. LATE RETURN. In the event of late return of any item of Equipment by Customer, Hexagon, in its sole discretion and in addition to any other rights and remedies, may require Customer to: (i) continue to pay the rental rate(s) applicable to the Equipment as specified in the Contract; or (ii) pay Hexagon’s then-current standard rental rate(s) for the additional rental period resulting from the late return. Customer agrees that Hexagon reserves the right to charge the credit card and/or Customer’s account for any amount owned by Customer pursuant to this Section due to late return of Equipment. Any invoice for charges incurred by Customer for late return of Equipment shall be paid by Customer within thirty (30) days. If the Customer unreasonably delays return of the Equipment, Hexagon may consider the Equipment to have been lost or damaged and may pursue its remedies under Section 12, along with any other remedies available at law or in equity.

5. OVERDUE AMOUNTS. Hexagon shall be entitled to charge interest on overdue amounts at the rate of one and one-half percent (1.5%) per month (or the maximum amount permitted by applicable law, if less) until Hexagon’s receipt of payment. Customer will also pay costs of collection, including reasonable attorneys’ fees and collection agency fees, associated with Hexagon’s attempts to collect overdue amounts from Customer.
6. **USE OF EQUIPMENT.** Customer shall use the Equipment only in the manner for which it was designed and intended, solely for Customer’s own internal business operations. Customer agrees, at its own cost and expense, to comply with all applicable laws and requirements with respect to the use of each item of Equipment. Customer represents that the Equipment will be used for commercial and not personal or household use. To minimize the possibility of personal injury or property damage, Customer agrees that prior to operation it will understand its proper use and that it will have the Equipment operated only by Customer employees or contractors properly trained, qualified and competent in its operation and to take all other reasonable precautions to ensure that the Equipment is operated only in a safe and lawful manner. Customer will pay all expenses relating to the operation of the Equipment. Customer agrees at its own expense to maintain the Equipment in good working order. If the Equipment becomes unsafe or in disrepair, Customer will discontinue use and immediately notify Hexagon.

7. **PLACE OF USE; POSSESSION; COMPETITORS.** Customer shall not, without Hexagon’s prior written consent, remove the Equipment from premises specified in the Proposal, or part with possession or control of the Equipment. Customer specifically agrees not to disclose or grant access to the Equipment to any competitors of Hexagon.

8. **ADDITIONS; ALTERATIONS.** Customer shall not make any additions or alterations to the Equipment without the prior written consent of Hexagon. All additions or improvements made by Customer shall belong to and become the property of Hexagon and shall be included in the Equipment returned to Hexagon upon the expiration or termination of the Rental Period; provided, however, that Hexagon reserves the right to require Customer to remove any such additions or alterations and to restore the Equipment to its condition as of the beginning of the rental period.

9. **SOFTWARE.** Any software program(s) included with the Equipment (together with any associated user documentation and materials, and any updates to the software, documentation, or materials provided by Hexagon to Customer for the Equipment) (collectively, “Software”) may be used only on that Equipment and only during the rental period. Usage of the Software shall be subject to the terms and conditions of the end-user/software license agreement accompanying the Software or otherwise designated on https://www.hexagonmi.com/terms (or any supplemental or successor web pages of the Hexagon Manufacturing Intelligence division of the Hexagon Group), or in other Hexagon writing, as governing the use of such Software (“EULA”). Customer shall be bound by and adhere to the terms the applicable EULA(s), and shall cause its users to comply with such terms. Any applicable EULAs are incorporated herein by reference. In the event of a conflict between the terms of the EULA and these Terms and Conditions, these Terms and Conditions prevail.

10. **SERVICES.** Except as expressly provided in the Proposal, Hexagon shall have no obligation to provide any installation, training, instruction, maintenance, support, or other services under the Contract. To the extent any services are provided by Hexagon under the Contract with respect to the Equipment, such services shall be provided on an “as is” basis, with no warranties of any kind. Subject to availability, services may be purchased separately; any such purchased services are subject to Hexagon’s then-current standard terms and conditions for such services.

11. **EQUIPMENT DELIVERY AND RETURN.**

11.1 **Delivery.** Hexagon will ship or make the Equipment available on or about the date set forth in the Proposal or, if no date is set forth in the Proposal, according to a delivery estimate separately communicated to the Customer by Hexagon. Unless the Proposal provides otherwise, Hexagon delivery obligations are complete when Equipment is packed and shipped from Hexagon’s premises to Customer’s premises as set forth in the Proposal. Hexagon will select the carrier and shipping route. Any shipping and delivery dates are estimated dates only, and are conditional on Customer fulfilling its obligations. Hexagon shall not be liable for any loss or expense incurred by Customer if Hexagon fails to meet a shipment or delivery schedule. Promptly upon delivery, Customer shall inspect the Equipment and satisfy itself the Equipment is in good working order. Software may be delivered electronically (e.g., made available for download).

11.2 **Return.** Customer is responsible for returning the Equipment by the expiration or termination of the rental period and delivering the Equipment to Hexagon’s premises at Customer’s sole expense (and in accordance with any Hexagon shipping and packing instructions), to the Equipment return address set forth in the Proposal unless otherwise directed by Hexagon in writing. The Customer shall return the Equipment in the same condition as Hexagon delivered it to Customer at the commencement of the rental period, ordinary wear and tear excepted. If Hexagon pays any such return shipping charges, Hexagon shall invoice the Customer and the Customer shall promptly pay the invoice upon receipt.

12. **LOSS AND DAMAGE OF EQUIPMENT.** (a) Upon delivery and up to the time the Equipment is received by Hexagon at the designated return location, Customer assumes the entire risk of loss and damage to the Equipment from any cause whatsoever, whether or not covered by insurance. The occurrence of such loss or damage shall not relieve Customer of any obligations under the Contract, except as hereinafter expressly provided. (b) Customer shall immediately notify Hexagon, in writing, of any loss or damage to the Equipment. (c) In the event of any repairable damage to any Equipment, Customer will at its sole expense promptly pay Hexagon, at Hexagon’s then-current rates for any service and/or parts required, to place the Equipment in good working order and condition. (d) In the event Hexagon, in its reasonable judgment, determines that the Equipment is lost, stolen, destroyed, damaged beyond repair, or any other
unrepairable loss, Customer will at its sole expense promptly pay Hexagon the full replacement value of the Equipment as reasonably determined by Hexagon plus any rent, fees and other charges due as of the date of the declaration of loss.

13. **INSURANCE.** Until the Equipment is returned to Hexagon, Customer will procure and continuously maintain and pay for all risk insurance against loss of and damage to the Equipment for not less than the full replacement value of the Equipment, naming Hexagon as loss payee and will have deductibles not exceeding $1,000 per occurrence. The insurance will be occurrence-based (rather than “claims made”), be in such form and with such company or companies as will be reasonably acceptable to Hexagon, and Customer will provide at least thirty (30) days’ advance written notice to Hexagon of any cancellation of or material changes to such insurance. Customer shall provide proof of such insurance upon Hexagon’s request.

14. **PERSONAL PROPERTY; NO LIENS.** Hexagon and Customer hereby agree that the Equipment is, and shall at all times remain, personal property, even though the Equipment or any part thereof may become attached to real property. Customer shall keep all the Equipment, and Hexagon’s interest in it, free and clear from all liens and claims. Customer shall (i) give Hexagon immediate written notice of any such lien, (ii) promptly, at Customer’s sole cost and expense, take such action as may be necessary to discharge any such lien, and (iii) indemnify and hold Hexagon harmless from and against any loss or damage caused by any such lien.

15. **INSPECTION AND ACCESS.** Customer acknowledges that Hexagon will be entitled to inspect the Equipment during Customer’s regular business hours. Accordingly, Customer agrees that Hexagon shall have the right to enter any premises where the Equipment may be located at any reasonable time for purposes of inspecting the same and without notice or liability to Customer remove or disable the Equipment if, in the opinion of Hexagon, it is being used or kept in violation of the Contract or it is not in good working order.

16. **HEXAGON’S TITLE AND IDENTIFICATION OF EQUIPMENT.** This Contract is one of Equipment rental only and Customer shall not have, or acquire, any right, title or interest, legal or equitable, in the Equipment or any part thereof except the right to use the same during the rental period and subject to the provisions of the Contract. Customer shall, upon the request of Hexagon firmly affix to the Equipment, in a conspicuous place, a decal or metal plate or other markings as will be supplied by Hexagon showing Hexagon, or Hexagon’s designee, as the owner of the Equipment. Customer shall not obscure, deface or remove any such decal, metal plate or markings affixed to the Equipment.

17. **LIMITED WARRANTY; DISCLAIMERS.**

17.1 **Limited Warranty for Equipment Hardware.** If during the rental period, the Equipment hardware, when used as permitted herein, fails because of a manufacturing or material defect so substantial as to make the Equipment unusable for its intended purpose, Customer shall notify Hexagon of the defect and promptly contact Hexagon for repair or replacement (at Hexagon’s option), at no additional charge. If repair or replacement of the Equipment hardware is not commercially feasible, Hexagon reserves the right to terminate the Contract, take back the Equipment, and grant Customer a refund or credit for the unused portion of the rental charges actually paid to Hexagon for that Equipment. THIS SECTION STATES HEXAGON’S ENTIRE LIABILITY AND CUSTOMER’S SOLE AND EXCLUSIVE REMEDY FOR CLAIMS RELATING TO DEFECTS, NON-CONFORMANCE, OR FAILURE OF THE EQUIPMENT.

17.2 **Exclusions.** Notwithstanding Section 17.1, Hexagon shall have no obligation with respect to, and Customer shall be solely responsible for: (i) damage caused by failure to continuously provide a suitable installation environment as prescribed by the Equipment user manuals or recommendations including, but not limited to, the failure to provide, or the failure of, adequate electrical power, air conditioning or humidity control, or vibration isolation; (ii) damage caused by uses other than those purposes for which Equipment was designed or intended; (iii) damage caused by accident or disaster, which shall include but is not limited to fire, flood, water, transportation, earthquake, wind and lightning; (iv) damage caused by negligence or misuse by Customer or third parties; (v) damage caused by performance of maintenance or repair work not done by Hexagon; and (vi) consumables (e.g., utilities, styli, styli modules, filters, reflectors, bulbs, fuses, batteries) required to support Customer’s usage.

17.3 HEXAGON MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES AND ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR PERFORMANCE OF THE EQUIPMENT, FITNESS FOR A PARTICULAR PURPOSES, NONINFRINGEMENT, DESIGN OR SUITABILITY, QUALITY OF SERVICE, CONDITION, CAPACITY, SUITABILITY, AS WELL AS ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. THE REMEDIES DESCRIBED IN THIS SECTION 17 ARE THE EXCLUSIVE REMEDY OF CUSTOMER FOR BREACH OF WARRANTY. HEXAGON DOES NOT WARRANT THAT THE OPERATION OF ANY EQUIPMENT WILL BE UNINTERRUPTED OR ERROR-FREE.

18. **CUSTOMER REPRESENTATIONS AND WARRANTIES.** Customer represents and warrants to Hexagon that (i) all representations made, and any information supplied to Hexagon are true, accurate and complete; (ii) Customer has obtained the necessary consents and authorizations to enable it to enter into the Contract; and (iii) Customer’s signatory
19. **DATA.** Customer is solely responsible for backup of its data. Hexagon is not responsible for loss, corruption, recovery, storage, or backup of data. Further, prior to return of the Equipment, Customer shall remove and clear its data contained on the Equipment; Hexagon has no obligation to maintain any such data confidential or secure, or to retain or return any such data.

20. **LIMIT OF LIABILITY.** HEXAGON SHALL NOT BE LIABLE FOR ANY LOSS OF USE OR DOWNTIME OR BUSINESS INTERRUPTION OR LOST PRODUCTION, REVENUE OR PROFIT, OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES WITH RESPECT TO THE USE OR NON-USE OF EQUIPMENT OR ANY SERVICES, WHETHER SUCH LIABILITY IS BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER APPLICABLE LAW OR OTHER LEGAL THEORY WHATSOEVER, EVEN IF HEXAGON HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ANY WARRANTY OR REMEDY IS HELD TO HAVE FAILED IN ITS ESSENTIAL PURPOSE. HEXAGON’S TOTAL LIABILITY IN RESPECT OF ALL OTHER LOSSES ARISING UNDER OR IN CONNECTION WITH THE CONTRACT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, SHALL IN NO CIRCUMSTANCES EXCEED, THE GREATER OF, AMOUNTS ACTUALLY RECEIVED BY HEXAGON UNDER THE CONTRACT IN THE LAST TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM, OR ONE THOUSAND DOLLARS USD ($1,000). NO CLAIM, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT MAY BE BROUGHT BY CUSTOMER MORE THAN ONE (1) YEAR AFTER THE EVENT GIVING RISE TO CLAIM HAS OCCURRED. THE EXCLUSIONS AND LIMITATION SET FORTH IN THIS PARAGRAPH SHALL NOT APPLY TO THE EXTENT THAT LIABILITY CANNOT BE EXCLUDED OR LIMITED ACCORDING TO MANDATORY APPLICABLE LAW. TO THE EXTENT ANY APPLICABLE LAW LIMITS THE SCOPE OF THIS SECTION, THE CONTRACT SHALL BE INTERPRETED TO CONFORM TO SUCH LAW IN A MANNER THAT LIMITS HEXAGON’S LIABILITY TO THE FULLEST EXTENT ALLOWED BY LAW. IN ADDITION, TO THE EXTENT ANY APPLICABLE LAW REQUIRES ADDITIONAL TERMS OR PROVISIONS TO BE INCLUDED IN THE CONTRACT IN ORDER FOR THE CONTRACT TO BE ENFORCEABLE, SUCH TERMS SHALL BE INCORPORATED BY REFERENCE TO THE EXTENT REQUIRED BY SUCH LAW.

21. **INDEMNITY.** Customer hereby agrees to defend, indemnify and hold Hexagon, Hexagon affiliates, suppliers, contractors and representatives (collectively, “Indemnities”) harmless from and against all claims, demands, suits, causes of action, loss, cost, damage and expense (including reasonable attorneys’ fees) imposed on, incurred by or asserted against the Indemnities arising out of: (i) Customer's Default or breach; (ii) Customer’s misconduct, negligence, violation of law or other fault; (iii) Customer’s use or misuse of the Equipment; or (iv) Customer’s own products or data.

22. **EVENT OF DEFAULT.** If any of the following events occur it shall be an event of “Default” by Customer: (i) Customer fails to pay in full any amount under the Contract when due and such failure continues for a period of five (5) days; (ii) Customer fails to perform or breaches any obligation under the Contract (to the extent not otherwise an event of Default under any other provision in this Section) and such non-performance or breach continues for a period of ten (10) days after Customer receives notice thereof from Hexagon; (iii) any information provided, or representation made, by or on behalf of Customer is inaccurate, false, or misleading in any material respect; (iv) any petition or proceeding is filed by or against the Customer under any bankruptcy, insolvency, or similar law; (v) Customer becomes insolvent, or suspends or threatens to suspend payment of its debts, or fails to pay its debts generally as they become due; or (vi) Customer takes any action in connection with its dissolution, liquidation or the winding up of its affairs., including without limitation, commencement of any proceedings therefor, or makes an assignment for the benefit of creditors, or ceases doing business as a going concern, or disposes of or sells substantially all its assets, or makes a bulk transfer of its assets.

23. **REMEDIES.** Following the occurrence of an event of Default, Hexagon may: (i) terminate the Contract and declare all amounts then due and to become due under the Contract (including without limitation all rental charges for the entire period) immediately due and payable; (ii) take possession of, or render unusable, any item of Equipment, license or service wherever it may be located, without demand or notice, without any court order or legal process and without liability to Customer for any damages occasioned by any of those actions; (iii) require Customer to support the de-installation and removal of any item of Equipment to a location designated by Hexagon at the Customers expense; (iv) recover damages from the Customer; (v) pursue any other remedy at law or equity. No right or remedy is exclusive of any other provided herein or permitted by law or equity; all such rights and remedies shall be cumulative and may be enforced concurrently and individually, and in any order. Customer shall pay all costs and expenses, including reasonable legal fees, costs and expenses, incurred by Hexagon in enforcing the terms and conditions of the Contract.

24. **RIGHT TO SUSPEND PERFORMANCE.** If Customer breaches the Contract, Hexagon may, in addition to any other rights and remedies under the Contract, suspend performance under the Contract until the breach is cured. In addition,
Hexagon may suspend performance if it has reasonable grounds for insecurity concerning Customer’s performance under the Contract.

25. RECALL. In addition to all other rights of Hexagon under the Contract, in Hexagon’s sole discretion, Hexagon may recall any or all of the Equipment at any time upon thirty (30) days written notice to Customer and Customer is obligated to return the Equipment in that thirty (30) day period. Notwithstanding a recall notice, the rental period continues to run and rent continues to accrue until return of the Equipment to Hexagon, and Customer shall be and remain liable for the full performance of all other Customer obligations to be performed under the Contract.

26. SURVIVAL. The termination or expiration of the Contract or rental period for any reason shall not relieve Customer of any obligation arising under the Contract which shall have accrued prior to such termination or expiration. Provisions that survive termination or expiration are those relating to Equipment return, late return, payment, taxes, indemnity, limitation of liability, use of information, trade compliance, and others which by their nature are intended to survive.

27. USE OF INFORMATION. Customer shall maintain in confidence any non-public commercial, technical and pricing information disclosed to Customer by or on behalf of Hexagon, and Customer shall not disclose such information to any third party and shall not use any such information for a purpose other than as agreed by the Parties and in relation to the Contract. Customer agrees that Hexagon may disclose Customer’s information, including without limitation, contact information and technical information, to Hexagon affiliates, suppliers, channel partners and subcontractors, wherever they do business, in furtherance of the Contract and Hexagon’s business relationship with the Customer. If Customer provides Hexagon or Hexagon affiliates with feedback, recommendations, or suggestions about the Equipment (“Feedback”), then, Hexagon and its affiliates may use such Feedback without obligation to Customer, and Customer hereby irrevocably grants to Hexagon and its affiliates a perpetual, irrevocable, worldwide, sublicensable, royalty-free right and license to use that Feedback.

28. EXPORT COMPLIANCE. Customer shall comply with all applicable export control and sanctions laws and regulations, including those of the United States and the European Union. Customer shall not export, re-export, transfer or download any Equipment (or any related technical data) in violation of applicable laws or the Contract. Upon Hexagon’s request, Customer shall promptly cooperate with Hexagon and provide Hexagon with any end-user certificates, affidavits, or other documents reasonably requested by Hexagon in connection with the exporting or importing of any items under the Contract. Customer represents and warrants that Customer: (i) is not a national of or located within Cuba, Iran, Syria, North Korea, or the Crimean region; (ii) is not identified on any United States, European Union, or other applicable government restricted or sanctioned party lists; (iii) will not, unless otherwise authorized under applicable export control laws and regulations, use the Equipment (or any related technical data) in connection with any restricted end use.

29. GENERAL.

29.1 Entire Agreement. These Terms and Conditions, together with Hexagon’s final Proposal, acknowledgement, invoice, and any modifications or additional provisions specifically agreed upon by Hexagon in writing, state the entire agreement between Hexagon and Customer with respect to the subject-matter hereof, and supersedes all prior or contemporaneous agreements or representations, written or oral, with respect to the subject-matter. Customer acknowledges and agrees that in entering into this agreement it has not relied and is not relying on any representations, warranties or other statements whatsoever, whether written or oral other than those expressly set out in this agreement and that it will not have any right or remedy arising out of any representation, warranty or other statement not expressly set out in this agreement. Any additional or different terms or conditions contained or referenced in any Customer purchase order (or other Customer-issued document) are expressly objected to and rejected and will be of no force or effect. In particular, Customer specifically agrees that any Customer-generated pre-printed terms or general terms and conditions included or referenced in any purchase order (or other Customer-issued document) will be of no force or effect. This agreement may not be modified except in a writing signed by the authorized representatives of the Parties, or as otherwise permitted herein.

29.2 No Waiver. Hexagon shall have the benefit of all rights and remedies provided by law or equity. Failure of Hexagon to exercise or reserve any right or remedy shall not be construed as a waiver thereof or of any other right or remedy.

29.3 Severability. If any term within the Contract is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

29.4 Force Majeure. Neither Hexagon nor its affiliates or suppliers will be liable or responsible for delay or failure to perform any obligations occasioned by any cause beyond their reasonable control, including but not limited to war; terrorist acts; civil disturbance; epidemic; labor unrest; shortage of raw materials or supply chain disruptions; fire; flood; earthquake;
acts or defaults of common carriers or suppliers; governmental laws, acts, regulations, embargoes, orders or restrictions; or any other cause, contingency or circumstance not subject to their reasonable control.

29.5 Assignment; Subcontract. This Contract shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns. Customer may not assign or transfer, by operation of law or otherwise, the Contract (or any rights or obligations hereunder), without Hexagon’s prior written consent. Any attempted assignment or transfer in violation of the foregoing shall be void. Hexagon may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance under the Contract without Customer’s consent. Hexagon, in its sole discretion, may perform its obligations through affiliates, third-party representatives, or subcontractors. Customer acknowledges and agrees that Hexagon, and not its affiliates, will be responsible for Hexagon’s obligations under the Contract.

29.6 Electronic Signatures. Signed copies of Contract documents transmitted via facsimile transmission, by electronic mail in .pdf or other reliable electronic form, will have the same effect as physical delivery of the paper document bearing the original signature. The Parties agree that electronic signatures may be used and shall be treated, for purposes of validity, enforceability as well as admissibility, the same as written signatures.

29.7 Notices. Notices required under the Contract shall be in writing. Notices shall be effective upon receipt. Hexagon may provide any notice to Customer by sending an email message to the email address then associated with Customer’s account.

29.8 Governing Language. In the event of translation of the Contract to a language other than English, the English language version shall govern in the event of a conflict.

29.9 Choice of Law/ Jurisdiction. The validity of the Contract, its construction, interpretation, and enforcement, and the rights of the Parties hereto and all matters arising out of or relating to the Contract shall be governed by, construed, interpreted, and enforced in accordance with the substantive and procedural laws of the country (or “state” if the United States, or “province” if Canada) in which the Hexagon office address set forth in the Proposal is located, without reference to conflict-of-laws principles and excluding the UN Convention on Contracts for the International Sale of Goods. Customer agrees to submit to the exclusive jurisdiction of, and venue in, the jurisdiction in which the Hexagon office address set forth in the Proposal is located. Notwithstanding the foregoing or anything to the contrary, Hexagon shall have the right to bring claims in any court of competent jurisdiction to enforce any judgment, repossession rights, payment rights, intellectual property rights and/or protect any confidential information.

30. ADDITIONAL JURISDICTION-SPECIFIC TERMS.

30.1 Grant of Security Interest. This paragraph applies to any and all Equipment rentals in the United States and/or Canada: To secure its obligations under the Contract, Customer hereby grants Hexagon a security interest in (i) the Equipment, and (ii) the proceeds from the Equipment. Customer agrees to assist Hexagon in perfecting its security interest, including by executing any further agreements or instruments necessary or appropriate to make such security interest binding and enforceable. CUSTOMER HEREBY APPOINTS HEXAGON OR HEXAGON’S ASSIGNEE AS ITS TRUE AND LAWFUL ATTORNEY IN FACT, IRREVOCABLY AND COUPLED WITH AN INTEREST, TO EXECUTE AND FILE ON BEHALF OF CUSTOMER ALL UCC FINANCING STATEMENTS OR FILINGS UNDER OTHER STATUTES GOVERNING THE FILING AND PERFECTION OF SECURITY INTERESTS IN PERSONAL PROPERTY WHICH IN HEXAGON’S SOLE DISCRETION ARE DEEMED NECESSARY OR PROPER TO SECURE HEXAGON’S INTEREST IN THE EQUIPMENT IN ALL APPLICABLE JURISDICTIONS. In the event of default or breach by Customer, Hexagon may exercise all rights under the Uniform Commercial Code or other applicable statutes governing security interests to enforce its security interest. Customer hereby ratifies, to the extent permitted by law, all that Hexagon shall lawfully and in good faith do or cause to be done by reason of and in compliance with this paragraph.

30.2 Canada. Additionally, for Customers in Canada, the following additional terms shall apply: Les Parties confirment que le contrat et tous les documents connexes sont et seront en langue anglaise. (Translation: “The Parties confirm that the Contract and all related documentation are and will be in the English language.”)

30.3 France. For Customers in France, Section 5 is replaced in its entirety with the following: “5. OVERDUE AMOUNTS. Hexagon shall be entitled to charge interest on overdue amounts at the rate of one and one-half percent (1.5%) per month (or the maximum amount permitted by applicable law, if less) until actual payment is made in full, in addition to collection fees in the amount of forty (40) Euros which shall be increased if costs incurred in collecting the overdue amounts exceed such amount.”

30.4 Germany and Austria. For Customers ordering in Germany and Austria, Section 17.1, 17.3, and 20 of these Terms and Conditions are replaced in their entirety with the following:

“17.1 Limited Warranty for Equipment Hardware. If during the rental period, the Equipment hardware, when
used as permitted herein, fails because of a manufacturing or material defect so substantial as to make the Equipment unusable for its intended purpose, Customer shall notify Hexagon of the defect without delay. At Hexagon’s option, Hexagon will repair or replace the defective Equipment hardware. If repair or replacement of the Equipment hardware is not commercially feasible, Hexagon reserves the right to terminate the Contract, take back the Equipment, and grant Customer a refund or credit for the unused portion of the rental charges actually paid to Hexagon for that Equipment.”

“17.3 Hexagon warrants that the Equipment, when used in accordance with the Contract, will not have defects that would substantially diminish their value or fitness for the use provided for in the Contract, and that their use in accordance with the Contract will not be opposed by any third party rights. There are no further warranties or guarantees. In particular, Hexagon does not warrant any possibility of use or application in connection with other products, in particular software and hardware products.”

“20. LIMIT OF LIABILITY. In all cases, Hexagon's liability for damages - regardless of whether they arise from contractual or non-contractual claims - shall be governed exclusively by the following provisions.

20.1 In the event of fraudulent concealment of defects in a service and assumption of a guarantee for the success of a service, in the event of intent or gross negligence, in the event of injury to life, limb or health and in the event of culpable breach of essential contractual obligations, Hexagon shall be liable in accordance with the statutory provisions. The same shall apply insofar as the mandatory provisions of the Product Liability Act apply.

20.2 However, in the event of a non-intentional or negligent breach of material contractual obligations, Hexagon's liability for damages shall be limited in amount to foreseeable, typically occurring damage. In any case, Hexagon’s liability is limited to twice the amount of the rental charges paid by Customer for the Equipment under the Contract in the last twelve months.

20.3 Otherwise, the liability of Hexagon for damages is excluded. Unless otherwise provided for in the above provisions, Hexagon shall therefore not be liable for (i) damages that have not occurred to the Equipment hardware itself (e.g. loss of profit or other pure financial losses of the Customer), (ii) damages arising from the violation of ancillary obligations arising from an obligation or the law (e.g. incorrect advice or clarification, instructions regarding handling), or (iii) claims arising from non-contractual liability.

20.4 Insofar as the liability of Hexagon is excluded or limited, this shall also apply to the personal liability of the employees, representatives and vicarious agents of Hexagon.

20.5 Claims for damages become time-barred in 12 months. The limitation period begins at the point in time at which the claim has arisen and the Customer has become aware or could have become aware of the circumstances giving rise to the claim and the fact that Hexagon is the debtor of the claim. However, the statutory limitation provisions shall apply to all claims based on gross negligence, guarantee, fraudulent intent, as well as personal injury and claims under the Product Liability Act.”