

the Agreement. For the purposes of this Agreement, any reference to 'lease' must be understood as an operational lease, not a financial lease.

2.2. All orders submitted by the Customer will be of no effect unless and to the extent that they are accepted by Miraclon in its sole discretion and provided they refer expressly to and are subordinate to the Agreement. Orders for Consumables may be subject to minimum order values, quantities and maximum frequency.

2.3. All orders shall be placed via the Miraclon online ordering process where available. If online ordering process is available, orders via any other means (phone, facsimile, mail, e-mail, etc.) may be subject to a surcharge to reflect additional handling efforts for processing unless otherwise agreed between the Parties.

2.4. The terms of the Agreement and these Miraclon T&Cs contain the entire agreement between the Parties and cancel all previous terms of business between Miraclon and the Customer in relation to its subject matter. No other terms and conditions (including, without limitation, any terms or conditions which the Customer purports to apply under any purchase order, acknowledgement or any other document issued by the Customer) shall form part of the Agreement.

3. Agreement

the Products or any similar legal tool applicable in the relevant jurisdiction (the "Financing Statements"). The Customer hereby

EULA shall be applicable with respect to such Software and a copy of the EULA can be obtained from Miraclon upon request. To the extent that the terms of the EULA

Customer written notice, in which case the removal shall be effective three (3) months following the end of the month of notification and the Service Fee shall be adjusted accordingly.

13 Confidentiality

13.1 The Receiving Party shall use Confidential Information received solely for the purposes of performing its obligations in accordance with the terms of the Agreement and these Miraclon T&C's.

13.2 The Receiving Party undertakes not to disclose any of the Disclosing Party's Confidential Information to any third party except that it may disclose such Confidential Information to its employees, professional advisors, agents or subcontractors but only to the extent necessary for the performance of its obligations under the Agreement and these Miraclon Tal

recovered by Miraclon under warranties given by its supplier, if any.

17 Miscellaneous.