

FYLA Ultrafast Photonics

FYLA LASER, S.L. — Legal Document

General Terms and Conditions of Sale

Applicable to the Lasers, Inspection and Networks Business
Units — Rev. 2026-09-29

Effective 2026-09-29

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PREAMBLE

These General Terms and Conditions of Sale (“**General Terms**”) govern the sale and delivery of products, equipment, associated hardware, embedded software and related documentation (the “**Products**”) by FYLA LASER, S.L. (“**FYLA**” or the “**Seller**”), including any of its Business Units (Lasers, Inspection and Networks) to any purchaser (the “**Buyer**”).

These General Terms apply to every Quotation, Order Confirmation and Contract for the sale of Products, regardless of the Business Unit involved, unless the Parties expressly agree otherwise in writing. Warranty terms are governed exclusively by FYLA's separate General Terms and Conditions of Warranty (the “**Warranty Terms**”), which are incorporated by reference into every Contract and prevail over these General Terms with respect to warranty matters.

These General Terms are effective as of 29 September 2026 (the “Effective Date”) and apply to all Contracts concluded on or after the Effective Date. Contracts concluded before the Effective Date remain governed by the version of FYLA's terms and conditions of sale in force at the time of their conclusion.

1. DEFINITIONS

1.1 “FYLA” or “Seller” means FYLA LASER, S.L., a company organized under the laws of Spain, with registered address at Ronda Guglielmo Marconi, 14, Parque Tecnológico, 46980 Paterna (Valencia), Spain, acting through any of its Business Units (Lasers, Inspection, Networks).

1.2 “Buyer” means the natural or legal person who purchases Products from FYLA.

1.3 “Products” means the goods, equipment, hardware, embedded/operating software and accompanying documentation offered for sale by FYLA, including laser sources and components (Lasers Business Unit), inspection systems (Inspection Business Unit) and free-space optical / wireless laser communication systems (Networks Business Unit).

1.4 “Systems” means Products that constitute a complete, functioning system requiring on-site installation, integration and/or Acceptance Testing prior to entry into operation, as identified in the applicable Quotation or Order Confirmation (typically, Inspection and Networks Products). Products that do not meet this description (typically, Lasers Business Unit components and sources) are referred to herein simply as “Components” and are not subject to Section 9 (Installation and Acceptance).

1.5 “Quotation” or “Offer” means a written commercial offer issued by FYLA describing the Products, price and indicative delivery terms.

1.6 “Order” means the Buyer's written purchase order referencing a Quotation or otherwise specifying the Products requested.

1.7 “Order Confirmation” means FYLA's written acknowledgement and acceptance of an Order, however titled (including, without limitation, an Order Acknowledgment), which forms the Contract together with these General Terms.

1.8 “Contract” means, collectively, the Order Confirmation, the applicable Quotation, these General Terms and the Warranty Terms.

1.9 “Specifications” means the technical description of the Products as set out in FYLA's official datasheets, the Quotation or the Order Confirmation.

1.10 “Incoterms” means the International Commercial Terms published by the International Chamber of Commerce, in the version in force at the time the Contract is formed.

1.11 “Business Unit” means each of FYLA's product lines (Lasers, Inspection and Networks), referred to where a provision applies differently depending on the nature of the Products sold.

2. SCOPE OF APPLICATION AND ORDER OF PRECEDENCE

2.1 These General Terms apply to all Quotations, Orders, Order Confirmations and Contracts for the sale of Products by any FYLA Business Unit, irrespective of the Buyer's own purchasing terms, which are hereby expressly rejected unless FYLA has accepted them in a writing signed by an authorized representative.

2.2 In the event of any inconsistency, the following order of precedence shall apply, from higher to lower: (i) any specific written agreement signed by both Parties relating to a particular Order; (ii) the Order Confirmation and the applicable Quotation; (iii) any other written agreement signed by both Parties governing the ongoing commercial relationship between FYLA and the Buyer; and (iv) these General Terms. In matters relating to warranty, defects, repair, replacement and warranty remedies, the Warranty Terms shall prevail over these General Terms and any other document, unless otherwise agreed and signed in writing by both Parties.

2.3 FYLA reserves the right to amend these General Terms at any time. The version in force on the date of the Order Confirmation shall apply to that Contract.

3. QUOTATIONS, ORDERS AND CONTRACT FORMATION

3.1 Quotations are non-binding and for information purposes only, unless expressly stated to be binding and signed by an authorized FYLA representative. Unless otherwise stated, a Quotation is valid for sixty (60) calendar days from its date.

3.2 The Contract is formed only upon FYLA's issuance of a written Order Confirmation. FYLA's issuance of an Order Confirmation constitutes acceptance of the Buyer's Order strictly on the terms of these General Terms and the applicable Quotation, to the exclusion of any different or additional terms contained in the Buyer's purchase order or any other document issued by the Buyer, regardless of whether FYLA has expressly objected to such terms in the Order Confirmation. Neither FYLA's delivery of the Products nor its acceptance of payment shall be construed as acceptance of the Buyer's terms. FYLA may accept, reject or request modification of any Order at its discretion, including where the requested delivery time or specification cannot be met, and shall inform the Buyer accordingly.

3.3 Technical data contained in catalogues, brochures, websites or other promotional material is indicative only and shall bind FYLA solely to the extent expressly incorporated by reference into the Order Confirmation.

3.4 Once accepted, an Order may not be modified or cancelled by the Buyer except with FYLA's prior written consent and subject to Section 18 (Cancellation and Termination).

3.5 Non-recurring engineering, custom design work, or other product-development services requested by the Buyer are outside the scope of these General Terms and shall be governed by a separate written agreement specifying the scope, price, delivery schedule, intellectual property ownership and cancellation terms applicable to such services.

4. PRICES AND TAXES

4.1 Prices are those stated in the Order Confirmation and are exclusive of VAT, customs duties, import/export charges and any other applicable taxes, which shall be borne by the Buyer unless expressly stated otherwise.

4.2 Unless a firm price has been agreed in writing, if more than six (6) weeks elapse between Contract formation and the agreed delivery date, FYLA may adjust the price proportionately to reflect documented increases in the cost of materials, labor, currency exchange rates, freight, customs duties or tariffs occurring after the Order Confirmation, upon prior written notice to the Buyer.

4.3 All banking charges, transfer fees and currency conversion costs relating to payment shall be borne by the Buyer.

4.4 Where a Quotation includes a surcharge or estimate for customs duties or tariffs, such amount is based on the rates in effect at the time of quoting. The final surcharge invoiced shall be adjusted, upward or downward, to reflect the duties and tariffs actually assessed at the time of importation, and FYLA may similarly impose a reasonable surcharge to reflect significant, unpredictable increases in the cost of raw materials or energy arising after the Order Confirmation, upon prior written notice to the Buyer.

5. PAYMENT TERMS

5.1 Payment terms depend on the nature of the Products ordered: (a) for Components, unless otherwise stated in the Order Confirmation, payment is net thirty (30) calendar days from the invoice date, which shall be issued upon or after shipment; and (b) for Systems, unless otherwise stated in the Order Confirmation, payment terms are eighty percent (80%) of the price as advance payment upon Order Confirmation and the remaining twenty percent (20%) net thirty (30) calendar days from the invoice date, which shall be issued upon Acceptance in accordance with Section 9. Based on its assessment of the Buyer's creditworthiness under Section 5.3, FYLA may instead require payment in advance or an irrevocable letter of credit confirmed by a first-class bank, as specified in the Order Confirmation, for either category of Products.

5.2 All payments shall be made by wire transfer, in the currency stated in the Quotation, to the bank account indicated on FYLA's invoice, free of deduction, set-off or withholding, except as required by law.

5.3 Any Order Confirmation and any stated delivery date are conditioned upon FYLA's satisfactory credit assessment of the Buyer. FYLA may require full or partial advance payment, or other security, before commencing or continuing performance, particularly for new customers or in case of prior payment incidents.

5.4 If the Buyer fails to pay any amount when due, FYLA shall be entitled, without prejudice to any other remedy, to: (a) charge default interest at the statutory rate for late payment in commercial transactions applicable in Spain; (b) suspend delivery of the Products or performance of any pending Contract with the Buyer; (c) declare all outstanding amounts under any Contract with the Buyer immediately due and payable; and (d) recover from the Buyer all reasonable costs of collection, including attorneys' fees and court costs, incurred in enforcing payment under this Section.

5.5 The prices paid are non-refundable once the Order Confirmation has been issued, save as expressly provided in these General Terms, the Warranty Terms or applicable mandatory law.

5.6 FYLA will never notify a change of bank account details by e-mail. Any communication purporting to come from FYLA requesting a change of banking details must be verbally confirmed by the Buyer with FYLA's finance department, using a phone number already on file, before any payment is made to the new account. Neither Party shall treat a change of payment instructions as effective, nor demand immediate payment under it, until ten (10) calendar days have elapsed from such verbal confirmation, to allow time for the change to be verified.

6. DELIVERY

6.1 Unless otherwise stated in the Order Confirmation, Products are delivered EXW (Incoterms 2020) from FYLA's facility in Paterna (Valencia), Spain. For Systems requiring transport, installation or on-site commissioning, the Order Confirmation may specify a different Incoterm (e.g., CPT or DAP) and the Buyer's designated installation site (the "Designated Facility").

6.2 Delivery dates stated by FYLA are estimates based on prevailing production capacity and are not binding deadlines unless expressly agreed as a fixed date in writing. Partial deliveries are permitted unless expressly excluded in the Order Confirmation.

6.3 If delivery is delayed, FYLA shall notify the Buyer of the delay and the revised expected date. Delivery dates shall be extended by a period reasonable in the circumstances where the delay results from (a) the Buyer's acts or omissions, including failure to provide required information, approvals, permits or payments; or (b) an event of Force Majeure under Section 17.

6.4 Except in case of willful misconduct or gross negligence by FYLA, the Buyer's sole remedy for delayed delivery shall be as set out in Section 14 (Limitation of Liability); late delivery shall not, by itself, entitle the Buyer to cancel the Contract or refuse delivery.

6.5 If FYLA is ready to ship the Products and the Buyer fails to take delivery, or notifies FYLA that delivery will be refused, for reasons not attributable to FYLA, FYLA may treat such failure as the Buyer's repudiation of the affected part of the Contract and recover its costs of manufacture, storage and insurance of the Products, without prejudice to any other remedy. If the Buyer requests that delivery be delayed by more than thirty (30) calendar days, FYLA may charge the Buyer a holding fee of two percent (2%) of the net price of the affected Products per month of delay. Where the Buyer's failure or refusal to take delivery amounts to a repudiation of the Contract with respect to the affected Products, FYLA may instead terminate the Contract as to those Products and recover from the Buyer twenty-five percent (25%) of their price, representing the Parties' genuine pre-estimate of FYLA's losses, without prejudice to FYLA's right to prove and recover higher actual damages.

7. PASSING OF RISK AND RETENTION OF TITLE

7.1 Risk of loss of or damage to the Products passes to the Buyer upon delivery at the point specified by the applicable Incoterm, regardless of whether FYLA has arranged or paid for transportation or insurance.

7.2 FYLA retains full title to and ownership of the Products until the price, including any ancillary charges, has been paid in full and unconditionally credited to FYLA's bank account. Until then, the Buyer shall: (a) not pledge, encumber or assign the Products as security; (b) hold the Products separately identifiable as FYLA's property; and (c) immediately notify FYLA of any third-party attempt to seize or attach the Products.

7.3 If the Buyer fails to pay any amount when due and does not remedy such failure within twenty (20) calendar days of written notice, FYLA may reclaim and repossess the Products, including by entering the Buyer's premises for that purpose, without prejudice to any other remedy.

8. INSPECTION ON DELIVERY

8.1 The Buyer shall inspect the Products for shortage, transport damage and visible non-conformity immediately upon receipt, and shall notify FYLA in writing of any such claim within ten (10) business days of delivery, providing a reasonably specific description of the alleged defect.

8.2 Failure to notify FYLA within the above period constitutes an irrevocable acceptance of the Products as delivered with respect to shortage, transport damage and any non-conformity that was reasonably discoverable upon inspection. This does not apply to hidden defects that could not reasonably have been discovered through the inspection described in Section 8.1; the Buyer shall notify FYLA of any such hidden defect promptly upon its discovery, and such claims remain available, within the Warranty Period, under the Warranty Terms.

8.3 This Section governs claims relating to shortage, transport damage and delivery non-conformity only. Claims relating to defects in materials or workmanship arising during normal use are governed exclusively by the Warranty Terms.

8.4 If the Buyer submits a valid claim under this Section within the period set out in Section 8.1, FYLA shall, at its own cost and at its option: (a) repair or replace the non-conforming Products; or (b) accept the return of the non-conforming Products, at FYLA's expense, and issue a corresponding refund or replacement. Products returned under this

Section shall be returned in their original packaging. This remedy is independent of, and without prejudice to, the Buyer's rights under the Warranty Terms in respect of defects that appear after acceptance of the Products.

9. INSTALLATION AND ACCEPTANCE (SYSTEMS)

9.1 This Section applies only where the Order Confirmation identifies the Products as Systems requiring installation, integration and/or Acceptance Testing (typically Inspection and Networks Products).

9.2 Where installation is to be performed by FYLA or its authorized representative, FYLA shall provide the Buyer with a pre-installation manual specifying site-preparation and utility requirements. The Buyer is solely responsible for preparing the Designated Facility accordingly and for the safe receipt, handling and storage of the Products prior to installation.

9.3 Upon completion of installation, FYLA shall carry out its standard acceptance test procedure ("Acceptance Testing") to verify that the System operates in accordance with the Specifications. The System shall be deemed accepted upon the earlier of: (a) successful completion of Acceptance Testing and execution of FYLA's acceptance certificate; or (b) ninety (90) calendar days after the Facility Delivery Date, or the System being placed into production use by the Buyer, whichever occurs first.

9.4 Where the Order Confirmation provides for factory acceptance testing ("FAT") prior to shipment and/or site acceptance testing ("SAT") after delivery, the Buyer shall schedule the FAT within thirty (30) calendar days after FYLA notifies the Buyer that the System is ready for testing, and shall schedule the SAT within thirty (30) calendar days after delivery. Failure to schedule and complete the applicable test within such period shall constitute an irrevocable waiver of the FAT and/or SAT, as applicable, without prejudice to the Buyer's rights under the Warranty Terms.

9.5 Minor deviations that do not materially prevent the System from being used as intended shall not justify refusal of acceptance, without prejudice to FYLA's obligation to remedy such deviations under the Warranty Terms.

9.6 Where installation is not performed by FYLA, the Buyer is solely responsible for correct installation in accordance with FYLA's documentation, and FYLA shall have no liability for defects arising from improper installation.

9.7 Where the Buyer finances the acquisition of a System through a leasing company or other third-party financing entity, the Buyer shall ensure that its agreement with such entity incorporates the terms of the Contract and unequivocally obligates the Buyer to

provide the financing entity with FYLA's acceptance certificate or other confirmation of acceptance in accordance with Section 9.3. FYLA's obligations under the Contract run solely to the Buyer and are not owed to any such financing entity.

10. BUYER'S OBLIGATIONS AND PROPER USE

10.1 The Buyer shall use the Products strictly in accordance with FYLA's documentation, specifications and applicable safety instructions, and shall ensure that only personnel with adequate training and, where required, completed FYLA training, operate the Products.

10.2 The Buyer is solely responsible for compliance with all applicable health, safety, laser-safety and workplace regulations governing installation, integration and use of the Products, including, where applicable, certification of any system into which the Products are incorporated.

10.3 The Buyer shall not modify, repair or permit any third party other than FYLA or its authorized representatives to modify or repair the Products without FYLA's prior written consent. Unauthorized modification or repair voids the Warranty Terms with respect to the affected Products and releases FYLA from liability for resulting defects or damage.

10.4 The Buyer shall promptly inform FYLA of any incorporation of the Products into an end product intended for resale or distribution, and shall be solely responsible for ensuring that such end product complies with all applicable laws and regulations, including product-safety and laser-safety standards.

10.5 For Products that are, or that incorporate, a Class 3B or Class 4 laser, the Buyer shall restrict access to the Product to personnel who have been properly trained in its safe operation, and shall require such personnel to wear appropriate laser safety eyewear and to use any other safety equipment and precautions specified in FYLA's documentation. The Buyer is solely responsible for supplying such safety equipment and for implementing adequate safety precautions at its facility.

10.6 Unless expressly agreed by FYLA in writing, the Products are not designed, tested or intended for use in Safety-Critical Applications, meaning any application where failure of the Product could reasonably be expected to result in death, personal injury, or significant property or environmental damage, including life-support systems, nuclear facilities and weapons systems. The Buyer shall not use, or authorize the use of, the Products in any Safety-Critical Application without FYLA's prior written consent from an authorized officer of FYLA. The Buyer shall indemnify and hold FYLA harmless from and against any cost, loss, liability or expense arising out of or related to any use of the Products in a Safety-Critical Application not so authorized.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 FYLA and/or its licensors retain all right, title and interest in and to all intellectual and industrial property rights embodied in or related to the Products, including patents, designs, trademarks, trade secrets, know-how and copyrights, whether existing at the time of the Contract or arising from FYLA's subsequent development activity.

11.2 The sale of Products does not transfer or grant any license to the Buyer beyond the right to use the Products for their intended purpose in accordance with the Contract. No license is granted to manufacture, reproduce or reverse-engineer the Products or any part thereof.

11.3 Any software embedded in or supplied with the Products is licensed, not sold, to the Buyer, on a non-exclusive, non-transferable basis, solely for use as embedded in or in conjunction with the operation of the Products. The Buyer shall not decompile, disassemble or reverse-engineer such software, nor use it separately from the Products, except to the extent such restriction is not permitted by mandatory law.

11.4 All drawings, specifications and technical documentation provided by FYLA remain FYLA's property and shall not be copied, reproduced or disclosed to third parties without FYLA's prior written consent.

12. CONFIDENTIALITY

12.1 Each Party shall keep confidential any non-public technical, commercial or financial information disclosed by the other Party in connection with the Contract, and shall use it solely for the purposes of performing the Contract, using at least the same degree of care it applies to its own confidential information of a similar nature.

12.2 This obligation does not apply to information that is or becomes public through no fault of the receiving Party, was already lawfully known to it, or is independently developed without reference to the disclosing Party's confidential information. Disclosure required by law or a competent authority is permitted, subject to prior notice to the disclosing Party where legally possible.

12.3 This Section survives termination or expiration of the Contract for a period of five (5) years.

13. DATA PROTECTION

13.1 Each Party shall process any personal data of the other Party's representatives and contact persons exchanged in connection with the Contract in accordance with

Regulation (EU) 2016/679 (GDPR) and applicable Spanish data protection law, solely for the purposes of managing the commercial relationship.

13.2 Where the performance of the Contract requires FYLA to process personal data on the Buyer's behalf as processor (e.g., in connection with remote support or Cloud-connected Products), the Parties shall enter into a separate Data Processing Agreement governing such processing, which shall prevail over this Section with respect to processor activities.

13.3 Further information on FYLA's processing of personal data is available in FYLA's Privacy Policy. Data subjects may exercise their rights or raise data-protection queries by writing to fyla@fyla.com.

14. LIMITATION OF LIABILITY

14.1 Nothing in the Contract shall limit or exclude FYLA's liability for: (a) death or personal injury caused by FYLA's negligence or that of its employees, agents or subcontractors; (b) fraud or fraudulent misrepresentation; (c) intentional breaches of duty (dolo); (d) damages resulting from gross negligence (culpa grave); or (e) any other liability which cannot lawfully be limited or excluded under Spanish law, including mandatory product-liability law. Subject to the foregoing, FYLA's aggregate liability arising out of or in connection with the Contract, whether in contract, tort or otherwise, shall not exceed the price actually paid by the Buyer for the specific Products giving rise to the claim.

14.2 In no event shall FYLA be liable for loss of profit, loss of revenue, loss of production, loss of business opportunity, loss of data, or any indirect, special, incidental or consequential damages, even if FYLA has been advised of the possibility of such damages.

14.3 This Section governs liability for matters arising under these General Terms (including delivery, price, IP, confidentiality and export compliance). Liability for defects in the Products themselves is governed exclusively by the Warranty Terms, save that the same aggregate cap and exclusions set out in this Section 14 shall also apply to any liability arising under the Warranty Terms, unless the Warranty Terms expressly state otherwise.

15. EXPORT CONTROL AND TRADE COMPLIANCE

15.1 The Buyer acknowledges that the Products may be subject to export control, dual-use and sanctions laws and regulations of the European Union, Spain, the United States and other jurisdictions, including applicable end-use and end-user restrictions.

15.2 The Buyer shall not export, re-export, sell, transfer or otherwise make available the Products, directly or indirectly, to any country, entity or individual subject to applicable trade sanctions or embargoes (including, without limitation, Russia and Belarus), or for any use related to weapons of mass destruction, without obtaining all required governmental authorizations.

15.3 The Buyer shall promptly provide FYLA with all information reasonably required to verify compliance with this Section. FYLA reserves the right to suspend, delay or cancel any Order where necessary export authorizations cannot be obtained, without liability to the Buyer.

15.4 The Buyer shall indemnify and hold FYLA harmless from any losses, penalties, fines or costs arising from the Buyer's breach of this Section.

16. ANTI-BRIBERY AND CORRUPTION

16.1 Each Party represents that it has not, in connection with the Contract, offered, given, promised or authorized any payment or benefit, whether monetary or otherwise, to any government official, political party or other person in violation of applicable anti-corruption laws, including the Spanish Criminal Code, the UK Bribery Act 2010 and the U.S. Foreign Corrupt Practices Act.

16.2 A breach of this Section by the Buyer constitutes a material breach of the Contract, entitling FYLA to terminate the Contract immediately without liability or compensation to the Buyer.

17. FORCE MAJEURE

17.1 Neither Party shall be liable for any failure or delay in performing its obligations under the Contract, other than payment obligations, to the extent such failure or delay results from circumstances beyond its reasonable control, including natural disasters, fire, war, civil unrest, epidemics or pandemics, strikes, embargoes, governmental action, global supply-chain disruption, or failure of subcontractors caused by any of the foregoing (“**Force Majeure**”).

17.2 The affected Party shall promptly notify the other Party in writing of the Force Majeure event and its expected duration. Performance shall be suspended for the duration of the event, and the time for performance shall be extended accordingly.

17.3 If a Force Majeure event continues for more than ninety (90) calendar days, either Party may terminate the affected part of the Contract by written notice, without liability other than for amounts already due.

18. CANCELLATION AND TERMINATION

18.1 An Order may be cancelled by the Buyer only with FYLA's prior written consent. Cancellation of standard, catalogue Products is subject to a cancellation charge of ten percent (10%) of the Order value. Cancellation of custom-configured or non-standard Products, or of any Order after production has commenced, is subject to a cancellation charge equal to FYLA's documented non-recoverable costs plus ten percent (10%) of the Order value, or may be refused entirely where production is substantially complete.

18.2 Either Party may terminate the Contract with immediate effect by written notice if the other Party: (a) fails to pay any amount due under the Contract and does not remedy such failure within fifteen (15) calendar days of written notice; (b) becomes insolvent, enters into liquidation, or has a similar procedure commenced against it; or (c) is in material breach of Section 15 (Export Control and Trade Compliance) or Section 16 (Anti-Bribery and Corruption).

18.3 Termination of the Contract shall not affect any rights or obligations accrued prior to the effective date of termination, including payment obligations for Products already delivered or in production.

19. GOVERNING LAW AND JURISDICTION

19.1 The Contract and these General Terms shall be governed by the laws of Spain, excluding its conflict-of-laws rules and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

19.2 The Parties submit to the exclusive jurisdiction of the Courts of Valencia, Spain, for the resolution of any dispute arising out of or in connection with the Contract, waiving any other jurisdiction to which they might be entitled.

19.3 No action or claim of any kind, whether arising under the Contract or otherwise in connection with the Products, may be commenced more than one (1) year after (a) for Components, the date of delivery; or (b) for Systems, the date of Acceptance under Section 9. This limitation applies regardless of the legal theory on which the action or claim is based, and is in addition to, and not in lieu of, any shorter notice periods set out in these General Terms or the Warranty Terms.

20. MISCELLANEOUS

20.1 Entire Agreement. The Contract constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior agreements, negotiations and representations, whether written or oral, relating thereto.

20.2 Severability. If any provision of these General Terms is held invalid or unenforceable, the remaining provisions shall continue in full force, and the Parties shall negotiate in good faith a replacement provision that best reflects the original economic intent.

20.3 No Waiver. Failure by either Party to enforce any provision shall not constitute a waiver of that or any other provision.

20.4 Assignment. The Buyer may not assign or transfer the Contract, in whole or in part, without FYLA's prior written consent. FYLA may assign the Contract to an affiliate or successor entity.

20.5 Notices. Notices under the Contract shall be made in writing and sent to the addresses specified in the Order Confirmation or otherwise notified by the Parties.

20.6 Language. These General Terms are drafted in English. In the event of a translation into another language, the English version shall prevail in case of discrepancy.