

# STANDARD PURCHASE TERMS AND CONDITIONS

**1. AGREEMENT** NCR Financial Solutions Group Ltd (NCR) shall be bound by this Purchase Order Agreement (PO) when Supplier executes and returns an un-amended acknowledgment copy to NCR. The term "Product(s)" refers to the deliverables covered by this PO, and therefore may include goods, services, hardware, software, parts, components, supplies, or any combination of these. Supplier shall be bound by this PO when Supplier executes and returns the acknowledgment copy, or begins work on any Product, or ships any of the Products. This PO, plus an applicable master agreement between the parties and documents referenced herein, if any, shall constitute the entire agreement between Supplier and NCR with respect to the subject matter of this PO, superseding all other agreements or understandings of the parties. No modification of this PO by Supplier shall be binding upon NCR unless agreed to in writing signed by NCR. The invalidity in whole or in part of any other provision hereof shall not affect the validity of any other provision. Estimates or forecasts furnished by NCR shall not constitute commitments. No failure by either party to insist upon strict compliance by the other party with any of the terms, provisions, or conditions of this PO, in any instance, shall be construed as a waiver or relinquishment by either party of the other party's right to insist upon strict compliance thereafter.

**2. PRICES, CHANGES, CHARGES** Unless otherwise stated on this PO, prices are payable by NCR 90 days after receipt by NCR of a correct invoice. NCR shall not be invoiced at a price higher than last charged or quoted by Supplier for the same Product, unless a higher price is authorised in writing by NCR. No price increases or extra charges, and/or extensions of time, shall be binding upon NCR unless authorised in writing by NCR. Any price reduction made by Supplier with respect to the Product ordered, subsequent to the placement of the PO by NCR, and prior to NCR's receipt of the Product, shall apply to this PO. Supplier represents that the prices charged under this PO are the lowest prices charged by Supplier to buyers of a class similar to NCR purchasing in quantities and under circumstances comparable to those specified herein. NCR reserves the right at any time to make changes to the specifications to which the Products are to conform, in the methods of shipment or packaging, or in the time or place of delivery. No charges will apply against NCR for taxes, import duties, transportation, packaging, packing, returnable containers, documentation, and media unless otherwise agreed. All sales, use, excise, or similar taxes to be paid by NCR must be itemised separately hereon and on invoices. Any payment made by NCR hereunder, including the final payment, shall not prevent NCR from recovering any amount over-paid or wrongfully paid however such payments may have arisen, including but not limited to those paid to Supplier by mistake regarding fact or law. NCR may deduct any amounts payable to Supplier under this clause from any monies in NCR's possession (or in the possession of any company associated with NCR) which are due or which may become due to Supplier or may be recovered as a debt.

**3. TITLE & RISK OF LOSS.** Title, risk of loss and damage will pass from Supplier to NCR upon delivery by Supplier to NCR's selected common carrier or, if the carrier is paid by Supplier, when delivered to NCR's representative at the applicable delivery point in accordance with the terms of this PO. Passing of property shall not prejudice NCR's right to reject Product as set out herein.

**4. SPECIFICATIONS AND INSPECTIONS** Products will comply with the specifications submitted to Supplier by NCR, including but not limited to markings, labels, warnings, patterns, samples, drawing functionality and operating environment requirements. Products shall at all times be subject to inspection and testing by or on behalf of NCR, and NCR may reject Products which do not conform to the specifications. If any inspection or test is conducted at Supplier's premises, Supplier shall, without additional charge, provide all reasonable facilities and assistance for the safety and convenience of NCR's personnel. If rejected after delivery, rejected Products will be returned to Supplier at Supplier's risk and expense. If services are rejected, Supplier will perform such work as necessary to provide the services required. Payment for any Product shall not constitute acceptance thereof, and if any Product is rejected after payment, NCR shall be entitled to return the same for a full refund or, in the case of services, to reject the work and receive a full refund. NCR may charge Supplier for any inspection and testing costs incurred where NCR determines that an above normal level of inspection and/or testing is required as a result of non-conformance of Products with the associated specification and/or warranty. Each of these buyer's remedies are in addition to any remedies available at law. No substitutions of materials or accessories may be made without NCR's written approval. Shipments must be packaged according to specifications, and otherwise so as to permit efficient handling, provide adequate protection, and comply with requirements of carrier. Damage resulting from improper packaging will be charged to Supplier.

**5. WARRANTY** Supplier warrants that for a minimum period of one (1) year after date of receipt (or longer period as offered by Supplier) the Products furnished hereunder will be in full conformity with all specifications and/or other descriptions and will be new when delivered, of merchantable quality, and of good quality material and workmanship, free from defects. If the Product is software, it shall contain no viruses or harmful code, and if it relies on or generates data that is date dependent, any calculations performed or information provided will be accurate. These warranties shall be in addition to any warranties of broader scope and service warranties and guarantees of Supplier, shall survive inspection, testing, acceptance, and payment, and inure to the benefit of NCR, its successors, assignees, and customers. NCR may, at its option, either return for a full refund or credit, or require prompt correction or replacement of defective or nonconforming products, which right shall be in addition to such other rights as NCR may have in law. The return to Supplier of any defective or nonconforming products shall be made at Supplier's expense and no replacements of defective or nonconforming products shall be made unless specified by NCR. Products required to be corrected or replaced shall be subject to this warranty and Section 4 above to the same extent as products originally delivered under this Agreement. Supplier warrants the Products will meet or exceed the failure rate and/or reliability requirements set forth in the applicable specifications (if any). A failure rate of 2% or higher for any cause or group of causes of NCR's population or lot of a particular Product shall be deemed an epidemic failure. Claims for non-compliance will be established from NCR's service records for the Product. In the event of non-compliance, Supplier will (a) correct the cause on all Products to be shipped thereafter and (b) repair or replace all affected Products shipped within the previous 48 months or pay NCR its costs of remedying the non-compliance. If the Product is for resale, Supplier acknowledges that NCR may make similar warranties to its resellers or end users in reliance upon the foregoing. Supplier agrees to defend, indemnify, and hold NCR harmless from and against any demand or claim made by any third party (including but not limited to NCR's resellers and end users) directly or indirectly alleging a Product's failure to comply with these warranties.

**6. DELIVERY** The specified delivery and performance date(s) in this PO are of the essence. Any delay will be excused only if (i) such delay is due to strike, fire, windstorm, riot, act of God or public enemy, or other unforeseeable causes beyond the control and without fault or negligence of Supplier and if (ii) Supplier shall have notified NCR in writing of the existence of such cause within 5 days after the commencement of the delay, giving all pertinent information concerning such cause. Unless otherwise provided in this PO, no delivery required hereunder shall be made more than 7 days prior to the applicable delivery date, and NCR may return earlier deliveries at Supplier's risk and expense, or charge Supplier any additional costs sustained because of the same. If delivery of products is not accomplished at the time or times indicated in this PO, NCR reserves the right, without liability and in addition to its other rights and remedies, to terminate this PO by notice effective immediately upon receipt by Supplier, and to arrange for completion of performance and/or to purchase substitute products elsewhere and charge Supplier with any loss incurred. No provision of this PO for the delivery of products in instalments shall be construed as making Supplier's obligation severable. Shipments sent "cash on delivery" without NCR's written consent will not be accepted and will be at Supplier's risk. NCR shall not be liable to pay storage costs for any Products unless storage is requested by NCR and the costs agreed to in writing by NCR.

**7. NCR FURNISHED PROPERTY** "NCR Tools" are tools, equipment, or other property furnished to Supplier by NCR. "Non-Unique Tools" are either general tools or special tools made to produce and which have application only to produce the Products. "Unique Tools" are tools which have application only to Supplier's method of operation which may be either general or special. NCR Tools shall remain the property of NCR. Unless otherwise agreed, Non-Unique Tools which are specifically paid for by NCR, whether itemised separately or included in the price of any Product and are for use in the performance of this PO, shall remain NCR's property. Unless otherwise previously agreed in writing, other Non-Unique Tools and Unique Tools shall be the property of Supplier, but any such tools shall be subject to use by NCR in the event Supplier is unable to make deliveries due to a cause set forth in, and in consideration of, Section 6. Any property owned by NCR shall be used only in filling the order set forth in this PO and any similar orders from NCR, shall be held at Supplier's risk, and shall be kept insured by Supplier at its expense while in its custody and control in an amount equal to the replacement cost thereof, with loss payable to NCR. When so instructed by NCR, Supplier shall deliver any property owned or subject to use by NCR to NCR (or to any other person NCR may designate) in good condition, ordinary wear and tear excepted, and such property shall be subject to repossession or removal by NCR upon NCR's instructions.

**8. CONFIDENTIALITY** Unless otherwise specifically agreed, all information related to operating methods, know-how, and financial and business information given to Supplier by NCR or otherwise acquired shall be in confidence. Supplier shall take all reasonable precautions to prevent any such information from being divulged to any person for any purpose other than to perform this PO, including having recipients acknowledge the confidential status of such information and agreeing to like restrictions on divulging such information. These confidentiality obligations shall survive termination of this PO and will continue for 3-years thereafter. Information presently in the public domain, or which is rightfully received by Supplier from a third party, or information which both NCR and Supplier agree in writing may be disclosed, shall not be considered confidential. Supplier shall not disclose to NCR any information that it deems to be confidential, and it is understood that no information received by NCR, including without limitation manuals, drawings and documents, will be deemed confidential. Supplier agrees that any legend or other notice on or pertaining to any information or materials supplied by it that is inconsistent with the preceding sentence shall create no obligation on the part of NCR. Supplier shall not, without first obtaining NCR's consent in writing, advertise or disclose the fact that Supplier has furnished Product to NCR under this PO, nor make public use of NCR's trade name, trade mark or other designation of NCR or its affiliates.

**9. RIGHTS IN DEVELOPMENT** This Section applies if the Product or any part of it is software or product development services. Supplier shall disclose all inventions, improvements and developments arising in performance of the development services and Supplier assigns to NCR (by way of present and, where appropriate, future assignment) and shall procure that its subcontractors, agents and its other associated parties shall assign to NCR, all copyright, patents and other intellectual property rights (whether registered or not and all applications for the same which may now or in the future subsist anywhere in the world) connected with such inventions, improvements or developments. Supplier shall, on request, promptly do all acts and execute all instruments which NCR may consider necessary or desirable to perfect NCR's right, title and/or interest. Supplier shall procure the irrevocable waiver of all moral rights in the inventions, improvements and developments to the extent permitted by law. Supplier shall cause every appropriate person employed by or associated with it to enter into an agreement under which such person shall disclose all inventions, improvements and developments arising in performance of the development services and assign to Supplier or NCR all intellectual property rights connected with such inventions, improvements or developments. All information, ideas, results, trade marks and data developed by Supplier as a result of the development services shall be transmitted by Supplier only to NCR and the rights therein shall become the exclusive property of NCR, and shall likewise be regarded by Supplier as confidential for the same period and subject to the same exceptions as are provided in Section 8. Supplier hereby warrants that it is free to enter into this PO and has no obligations or requirements under any other agreement contrary to any of the terms and conditions contained herein.

**10. LICENCE GRANTED** This Section applies if the Product or any part of it is software. If software is provided to NCR for its own internal use, Supplier grants to NCR a perpetual, worldwide, non-exclusive, non-transferable licence to use the software. If software is for re-sale, Supplier grants to NCR a royalty-free, perpetual, worldwide, non-exclusive, non-transferable licence to distribute, re-sell the software, in which case if the software package includes a "break the seal" licence agreement, NCR may directly or indirectly transfer the package to its customer without altering the package or its contents and the licence agreement will be between Supplier or Supplier's licensor and the end user. If the software does not contain a "break the seal" licence agreement or if NCR opens the package for installation of the software prior to resale, NCR will license the software to its customers pursuant to its standard terms and conditions. Supplier grants to NCR a perpetual worldwide non-exclusive licence to use Supplier's trade marks on or in connection with the software copies made under this licence. Supplier agrees to take such reasonable steps as may be necessary to preserve copyrights in the software and related documents.

**11. INDEMNIFICATION FOR INFRINGEMENT** Supplier shall promptly investigate and defend, at its own expense, all claims, allegations, suits, actions, and proceedings in which NCR, or its subsidiaries or other associated companies, agents, their successors, assignees, distributors, dealers, customers or other users of NCR's or its subsidiaries' or its associated companies' equipment, software, supplies, or services are made defendants or claimed potential defendants for any infringement, claimed or alleged inducement of infringement, or unauthorised or unlawful use of any patent, copyright, trade mark or other intellectual property right, wherever registered or issued, or any trade secret, mask work, or proprietary data, or other information resulting from the manufacture, sale, use, or lease, or other disposition of any Product purchased under this PO, except to the extent the specific Product design is provided to Supplier by NCR. Supplier further agrees to pay and discharge any and all judgments and decrees which may be rendered in any such suits or proceedings against any such defendants. Supplier shall have the right to settle any such suits, actions, or proceedings on terms and conditions of Supplier's own selection consistent with these terms. If Supplier fails to promptly investigate and defend or settle as provided herein, then NCR shall, following notification to Supplier, have the right from that time forward to then have sole control of the defence of any said claim, allegation, suit, action, or proceeding and all negotiations for its settlement or compromise, and Supplier agrees to pay, as they become due, all of the costs, expenses, and reasonable legal fees incurred and judgments or decrees which may be rendered.

**12. LIABILITY** In no event shall NCR be liable to Supplier for any special, indirect, incidental or consequential damages, or for loss of profits, revenue or data, whether in an action in contract, delict, product liability, statute or otherwise, even if advised of the possibility of those damages.

13. **ASSIGNATION AND SUBCONTRACTS** Supplier shall not assign this PO or any rights or obligations hereunder, nor shall Supplier subcontract with any other party for the furnishing of any completed or substantially completed Products or services described in this PO without, in each case, NCR's written consent. NCR may assign its rights under this PO forthwith on written notice to Supplier.

**14. COMPLIANCE WITH LAWS** Supplier shall, at its expense, at all times comply with all applicable laws, regulations, codes, rules, and orders pertaining to the supply of Products or services in the area where they are to be respectively delivered or rendered; and shall identify and procure required permits, certificates, licences, insurance, approvals and inspections in performance of this PO. Any provision which is required to be a part of this PO by virtue of any such law, regulation, rule, or order is incorporated by reference. Supplier agrees to submit all reports, certifications, and other documents as required. Supplier shall provide all required information related to the proper and safe handling of the Products as may be required by law.

**15. GOVERNMENT CONTRACT PROVISIONS** If this PO is being placed in fulfilment of an NCR contract with a government entity, all provisions required by such contract to be included herein are hereby incorporated by reference with the same force and effect as if they were included in full text. Without limiting the foregoing, where this PO is being placed in fulfilment of an NCR contract with a US federal, state or local government entity, the following clauses shall be deemed included in this order: 48 CFR 52.222-26, Equal Opportunity; 48 CFR 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era, and 48 CFR 52.222-36, Affirmative Action for Workers with Disabilities. In connection therewith, the term "Supplier" shall be substituted for "Contractor" unless the context otherwise requires.

**16. TERMINATION** NCR may terminate this PO in whole or in part at any time upon NCR's written notification to Supplier: .1) at NCR's convenience, and in such case the extent of NCR's liability shall be: a) if the Product is software or services, to pay the portion of the contract price as the work completed bears to the whole, or b) if the Product is hardware, to pay the cost of the existing "finished goods" inventory, but no more than required to fulfil the next delivery schedule within the 30 days following the date of termination, plus the existing "work-in-progress" inventories required to fulfil an additional 30 days of deliveries, except that there shall be no liability for inventories in either category which is readily useable or re-saleable. "Finished goods" shall mean goods that have passed final acceptance test and are waiting delivery. "Work-in-progress" shall mean material in varying stages of completion with some degree of labour applied and/or individual piece parts and/or raw material in a stage of completion no more than necessary to meet delivery schedules. .2) for cause, relative to any default by Supplier involving: a) Supplier's failure to develop Product, deliver the Product, and/or render the services specified herein within the time designated herein, or b) Supplier's failure to make progress in the performance of its obligations under this PO. With respect to any such default, except a delivery failure as described in Section 6, NCR's right to terminate shall be conditioned upon Supplier's failure within 10 days after receipt of NCR's notification, to provide a remedy satisfactory to NCR to cure such failure or noncompliance. .3) in the event Supplier becomes insolvent and/or the subject of any proceedings under law for the relief of debtors, or bankrupt, or makes assignments for the benefit of creditors. In the event of termination by NCR due to Supplier's default or reason pursuant to 16.2 or 16.3, NCR shall have no liability to Supplier as a result of such termination. In the event of termination for any reason, NCR may further notify Supplier that all right, title, and interest in and to all or any portion of materials acquired by Supplier for the performance of this PO, work-in-progress, and/or completed Products specified in such notice, shall pass immediately to NCR upon payment there for. Under these circumstances, Supplier grants NCR the right to enter upon the premises where such property (and/or any NCR property described in Section 7 hereof) may be located, and take possession thereof. Terms under this PO, which, by their nature would continue beyond termination or expiration of this PO, shall survive.

**17. PRODUCT LIABILITY & INSURANCE** Supplier will defend and indemnify NCR from and against all liability resulting from any and all claims by third parties for loss, damage or injury (including death) caused by any Product to the extent not caused by misuse, abuse or other fault directly attributable to NCR or its customer, provided that Supplier is notified by NCR of all such claims within a reasonable period of time following NCR's initial notification of the claims, and provided further that Supplier is given full control over any negotiation, arbitration, or litigation concerning the claims. Supplier will maintain during the execution of this PO, and at its expense, all insurance required by law, including, without limitation, workers' compensation, and such other insurance, including, without limitation, general liability and automobile insurance, which is necessary or prudent to adequately protect Supplier and NCR from harm, injury (including death) or damage in connection with this indemnification.

**18. DISPUTES & GOVERNING LAW** Should any dispute occur between the parties arising out of or related to this PO or otherwise, or their rights and responsibilities to each other, the matter shall be settled and determined by arbitration before a single arbitrator agreed on by the parties (or in default of agreement, selected by the President or Vice-President for the time being of the Law Society of Scotland) and conducted in accordance with the Arbitration (Scotland) Act 2010 or any statutory modification or re-enactment thereof for the time being in force, and the decision of such person (including any decision as to the costs of such arbitration) shall be binding on both parties, who hereby consent to the registration of any decrees arbitral, interim and final, to be pronounced hereunder for preservation and execution, except the arbitrator will not be authorised to award punitive damages to either party. Unless otherwise agreed, the arbitration shall be held in Dundee, Scotland. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Scotland.