

GUIDELINES FOR USING THE PURCHASE ORDER AGREEMENT

THESE GUIDELINES ANSWER SOME FREQUENTLY ASKED QUESTIONS ABOUT THE PURCHASE ORDER AGREEMENT. THEY ARE FOR INTERNAL USE ONLY, AND SHOULD NOT BE DISCLOSED TO THIRD PARTIES, INCLUDING SUPPLIERS, CONTRACTORS, CONSULTANTS OR CUSTOMERS.

DELETE THESE GUIDELINES BEFORE YOU DELIVER THIS DOCUMENT TO THE SUPPLIER.

This form is the NCR standard Purchase Order for Czech republic. Per NCR Contracts Policy (CMPM 913), written contracts are required for all NCR business relationships with outside parties, and this "Purchase Order" form satisfies this basic requirement for the procurement of products, software or services (for some suppliers a master procurement agreement may also be necessary per CFAP 815, "Global Procurement Policy.") It can be used for most procurement transactions and it includes 1) a first page with commercial terms, and 2) a terms and conditions. On the first page, specific order information is to be entered -- e.g., price, quantity, product ID, delivery information, and other basic business terms which may include a cross references to other contract documents. The other pages include NCR essential "boilerplate" terms and conditions. Using only the first page to implement an order **IS NOT ACCEPTABLE**. Although not perfectly suited for all types of procurement transactions, this form covers the most important and basic business and legal points for NCR's procurement of commodities, hardware, software, parts or services. For services, the PO should be accompanied by a detailed statement of work, establishing milestones, specifications, special warranties conditions, and acceptance and payment terms. NOTE: A Purchase Order can only be generated for a supplier that can be found in the NCR Store and that has been authorized by a Global Procurement Commodity Director.

Guidelines of Selected Terms:

Payment terms. NCR's default payment terms are 60 days from receipt of invoice. Commodity Directors has the authority to establish any payment terms 45 days or greater, however only the Chief Procurement Officer can approve terms less than 45 days.

Warranties. The PO includes a 1-year standard warranty appropriate for most products and services. If necessary, the terms can be adjusted to match the negotiated understanding, and if adequate express warranties are included, NCR will allow vendors to disclaim implied warranties. Warranties should include compliance with both published and negotiated specifications and documentation. Software warranties must include "anti-virus" provisions. Suppliers of hardware products which NCR resells need to agree to the "epidemic failure" warranties which provide for the repair or replacement of products beyond the normal warranty period. The trigger point for an epidemic failure is described in objective terms.

License Granted. Software procurement must contain license terms that give NCR the right to use, distribute, and to sublicense it under NCR standard customer agreements. Software agreements for products which NCR will license to its customers, or which are otherwise critical to NCR, preferably should contain source code escrow provisions, which will require terms in addition to what appears in the PO.

Indemnities. Suppliers of products which NCR resells must agree to indemnify and defend NCR against (i) all claims of patent, copyright, trademark, mask work, trade secret, and other intellectual property infringement which may result worldwide from the sale or use of the vendor's product; and (ii) all product liability claims. Intellectual property and personal injury indemnities must not be subject to any cap.

Purchaser: NCR Česká republika, spol. s r.o. ("NCR")
Rohanské nábřeží 678/29, Karlín
186 00 Praha 8
ID no.: 279 20 909
DIC no.: CZ27920909
Tel:
Fax:

SUPPLIER:_____ (“Supplier”)

Fax: _____

PURCHASE ORDER NO.	REVISION	PAGE
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**THIS PURCHASE ORDER NO. MUST APPEAR ON ALL INVOICES PACKING
LISTS, CARTONS AND CORRESPONDENCE RELATED TO THIS ORDER**

SHIP TO:

INVOICE TO::

CURRENCY	SUPPLIER NO.	DATE OF ORDER	BUYER:
PAYMENT TERMS		SHIP VIA	F.O.B.
FREIGHT TERMS		REQUESTOR/DELIVER TO	VENDOR CONTACT

LINE	Part Number/Description	Delivery Date	Quantity	Unit	Unit Price	Extension	Tax
Notes							

This Purchase Order Agreement is subject to the following instructions, and terms and conditions set out on the reverse side and attachments hereto:		TOTAL ()
1.	Packing slip must accompany each shipment. If no packing slip is furnished, NCR's count will be considered final.	
2.	Supplier will not ship ahead of schedule unless authorized by NCR. Payment for early shipments will be postponed until normal maturity following scheduled delivery dates.	
3.	Supplier shall ship to destination indicated in "Ship To" box and prepay freight according to Freight Terms. On date of shipment, Supplier will promptly advise NCR as to date, method, shipping point and route of shipment.	
4.	Payment within agreed terms will only be made if NCR Purchase Order No. appears on supplier invoice.	
5.	If required by NCR, Supplier will invoice NCR electronically, subject to procedures to be reasonably set out by NCR and Supplier.	
		<u>AUTHORIZED SIGNATURE(S)</u> <u>DATE</u>

STANDARD PURCHASE TERMS AND CONDITIONS

1. **AGREEMENT.** NCR will be bound by this Purchase Order Agreement ("PO") when Supplier executes and returns an unmodified acknowledgment copy to NCR. Supplier will be bound by this PO when Supplier executes and returns the acknowledgment copy, or begins work on the Product (s), or ships or otherwise provides any of the Product(s) ordered under this PO. This PO, plus an applicable master agreement between the parties, if any, will 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 with respect thereto. No agreement to modify this PO, nor add additional or different terms or prior offers by Supplier, will be binding on NCR unless agreed to in a writing signed by NCR. The invalidity in whole or in part of any provision hereof will not affect the validity of any other provision. The term "Product(s)" may include goods, services, hardware, software, parts, components, supplies, or any combination of these. Estimates or forecasts furnished by NCR will not constitute commitments to purchase. 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, will be construed as a waiver or relinquishment by such party of its right to insist upon strict compliance thereafter.

2. **PRICES, CHANGES, CHARGES.** Prices are payable by NCR 60 days after receipt by NCR of both the Product(s) and a correct invoice (unless otherwise agreed in writing and referenced on page one of this PO). Supplier will not invoice NCR at a price higher than last charged or quoted by Supplier for the same Product unless a higher price is authorized in writing by NCR. No price increases or extra charges, and/or extensions of time, will be binding upon NCR unless authorized in writing by NCR. Any price reduction made by Supplier for a Product will be applied to the price of the Products on all open POs placed by NCR for such Product for which the Product has not been received. 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, or media unless otherwise agreed. All value added taxes to be paid by NCR must be itemized separately on the first page of this PO and on invoices. Any payment made by NCR, including the final payment, will not prevent NCR from recovering any amount over-paid or wrongfully paid however such payments may have arisen including but not limited to amounts paid to Supplier by mistake of fact or law. NCR may deduct any amounts payable to Supplier under this PO from any monies which are due or which may become due to Supplier or may be recovered as a debt.

3. **TITLE, RISK OF LOSS.** Title and risk of loss 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 title will not prejudice NCR's right to reject Products as set out herein.

4. **SPECIFICATIONS & INSPECTIONS.** Products will comply with the information and specifications submitted to Supplier by NCR, including but not limited to markings, labels, warnings, patterns, samples, drawing functionality and operating environment requirements. Products will at all times be subject to inspection and test by NCR, and NCR may reject Products which do not conform to the specifications. 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 will not constitute acceptance thereof, and if any Product is rejected after payment, NCR will be entitled to return the same for full refund or, in the case of services, to reject the work and receive restitution. These remedies are in addition to any remedies available at law or in equity. No substitutions of materials or accessories may be made without NCR's express prior written consent. Shipments must be packaged according to specifications, and otherwise so as to permit efficient handling, provide adequate protection, and comply with requirements of the law and the carrier. Damage resulting from improper packaging will be charged to Supplier.

5. **WARRANTY.** Supplier warrants for a minimum period of one (1) year (or longer period as offered by Supplier) after date of receipt by NCR, that the Products furnished hereunder will be in full conformity with all specifications and other descriptions and will be new when delivered, merchantable, of good quality material and workmanship, and free from defects. If the Product is software, it will 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 will be in addition to any warranties of broader scope and service warranties and guarantees of Supplier, will survive inspection, test, acceptance, and payment, and will enure to the benefit of NCR, its successors, assigns, and customers (including but not limited to resellers and end users). NCR may, at its option, either return for full refund or credit, or require prompt correction or replacement of defective or nonconforming Products, which right will be in addition to such other rights as NCR may have in law or equity. Return to Supplier of any defective or nonconforming Products will be made at Supplier's expense and no replacements of defective or nonconforming Products will be made unless specified by NCR. Corrected or replaced Products will be subject to this warranty and Section 4 above to the same extent as Products originally delivered under this PO. If applicable, Supplier warrants the Products will meet or exceed the failure rate and/or reliability requirements set forth in the applicable specifications. A failure rate of 2% of the Products in any lot will be deemed an epidemic failure. Epidemic failure will be established from NCR's records which may include data supplied by NCR's distributors, resellers,

subcontractors or customers. Upon NCR identifying an epidemic failure, Supplier will (a) correct the cause on all Products to be shipped thereafter and (b) repair or replace all Products within the lot shipped within the previous 48 months or, at NCR's option, pay NCR its costs of remedying the epidemic failure (including without limitation service costs to repair or replace at end user sites). For Products purchased for resale, Supplier acknowledges that NCR may make similar warranties to its customers in reliance upon the foregoing. Supplier will 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 customers) directly or indirectly alleging a Product's failure to comply with these warranties. 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.

6. **DELIVERY.** Supplier will meet the specified delivery or performance date(s) of this PO with the time(s) of delivery being 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 will have notified NCR in writing of the existence of such cause within 5-days after the commencement of the delay, giving pertinent information concerning such cause. Unless otherwise provided in this PO, no delivery required hereunder will 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 installments will be construed as making Supplier's obligation severable. Shipments sent C.O.D. without NCR's express prior written consent will not be accepted and will be at Supplier's risk. NCR will not be liable to pay storage costs for any Products unless storage is requested by with the costs agreed to in writing by NCR.

7. **NCR FURNISHED PROPERTY.** "NCR Tools" are defined as 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 will remain the property of NCR. Unless otherwise agreed, Non-Unique Tools which are specifically paid for by NCR, whether itemized separately or included in the price of any Product and are for use in the performance of this PO, are and will remain NCR's property. Unless otherwise agreed in writing, other Non-Unique Tools and Unique Tools will be the property of Supplier, but any such tools will be subject to use by NCR in the event Supplier is unable to make deliveries due to a cause set forth in Section 6. Any property owned by NCR will be used only in filling the order set forth in this PO and any similar orders from NCR, will be held at Supplier's risk, and will 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 will 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 will be subject to repossession or removal by NCR upon NCR's instructions.

8. **CONFIDENTIALITY.** Unless otherwise agreed, all information related to operating methods, know-how, and financial and business information given to Supplier by NCR or on its behalf will be in confidence. Supplier will take all reasonable precautions to prevent any such information from being disclosed 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 disclosure and use of such information. These confidentiality obligations will 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, will not be considered confidential. Supplier will 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 will create no obligation on the part of NCR. Supplier will not, without NCR's prior written consent, advertise or disclose the fact that Supplier furnished Product to NCR, nor make public use of any NCR trade name, trade mark, logo or other designation of NCR or its affiliates.

9. **RIGHTS IN DEVELOPMENTS.** If this PO is for or includes Product development services, Supplier (a) will disclose and assign on demand, and does hereby assign, to NCR all of its right, title and interest in any and all ideas, inventions (whether patentable or not), improvements, discoveries, works of authorship, derivative works, programs, source code, object code, techniques, methods, processes, documentation, and other information and materials, in tangible or intangible form, (collectively, "Developments") that it (including but not limited to any of its employees or agents) may create or assist in creating in the provision of the Product development services, including but not limited to all of its intellectual property rights (including but not limited to patent, copyright, trademark, trade secret, or other intellectual property rights; collectively,

"Intellectual Property Rights") in, covering, or embodied by such Developments, and (b) will do all acts and execute all instruments which NCR may reasonably request in relation thereto. Supplier represents and warrants that it has caused, or will, prior to the initiation of any Product development services, cause, each person (including but not limited to each of its employees and agents) utilized for or otherwise associated with the Product development services to enter into a written agreement under which such person (a) will disclose and assign on demand, and does thereby assign, to Supplier or NCR all of their right, title and interest in any and all Developments that they may create or assist in creating in the provision of the Product development services, including but not limited to all their Intellectual Property Rights in, covering, or embodied by such Developments, and (b) will do all acts and execute all instruments which Supplier or NCR may reasonably request in relation thereto. NCR herewith accepts this assignment. All information and material relating to the Product development services (including the fact of their provision, and all Developments), is, and will be regarded by Supplier (including but not limited to by each of its employees and agents) as, the confidential information and material of NCR, and will not be provided or disclosed to any third party without NCR's express prior written consent.

10. LICENSE GRANTED. Supplier grants NCR a perpetual, worldwide, non-exclusive, non-transferable license to use any software component of the Product ("Software") as an end user. If the Software is for re-sale, Supplier grants NCR a royalty-free, perpetual, worldwide, non-exclusive, non-transferable license to distribute and re-sell it either directly or indirectly by (a) transferring the package to its customer without altering the package or its contents, in which case Supplier will license the software directly to the end user subject to the license terms it provided in the package; or (b) licensing the software to its customers pursuant to its standard terms and conditions. Supplier grants to NCR a perpetual worldwide non-exclusive license to use Supplier's trademarks and trade names on or in connection with the Software. Supplier warrants that the Software does not incorporate any "open source" component whose license terms would, with respect to any portion of the Software, require NCR to: (a) disclose or distribute it in source code form; (b) license it for the purpose of making derivative works; or (c) distribute it at no charge.

11. INTELLECTUAL PROPERTY INFRINGEMENT. At its expense, Supplier will defend, indemnify, and hold harmless NCR and its affiliates, and their agents, assigns, distributors, resellers, customers and end users (each an "Indemnitee") from and against all costs, expenses, damages and losses arising out of or relating to any actual or threatened claim, suit or proceeding brought against any Indemnitee alleging that any Product or its use infringes any patent, copyright, trade secret or other intellectual property right (each a "Claim"). Supplier will defend at its expense the suit or proceeding with litigation counsel selected in consultation with NCR. Without limiting the foregoing obligations, Supplier will pay all costs and damages finally awarded with respect to, and/or pay all amounts in settlement of, any Claim. Supplier will not enter into any settlement, consent judgment or stipulated motion that requires any Indemnitee to admit any liability or wrongdoing or pay any amount without the Indemnitee's prior written approval. The foregoing obligations will not apply to any Claim caused by i) the combination of the Product with other products, processes or services not furnished by Supplier, unless the combination is contemplated by Supplier's documentation for the Product or the combination is necessary for the Product to perform as intended, or ii) modifications to the Product not made by Supplier or with Supplier's consent, if such Claim would not have arisen but for such modification. The Indemnitees will give Supplier (1) written notice of the Claim; (2) reasonably requested information that the Indemnitees possess necessary for the defense of the Claim; (3) reasonable cooperation and assistance necessary for the defense of the Claim; and (4) subject to the limitations above, sole authority to defend or settle the Claim.

12. ASSIGNMENT & SUBCONTRACTS. Supplier will not assign this PO or any rights or obligations hereunder, nor will Supplier subcontract with any other party for the furnishing of any completed or substantially completed Products or services described in this PO without NCR's express written consent, and in such event Supplier will remain fully liable for subcontractor's work, and any subcontractor approved by NCR will be required by Supplier to agree in writing to perform in accordance with the terms of this PO.

13. COMPLIANCE WITH LAWS. In connection with providing Products under this PO, Supplier will, at its expense, and as applicable will cause its agents, employees and subcontractors to comply with all applicable local and foreign laws, rules, acts, orders and regulations, including but not limited to laws pertaining to anti-bribery, anti-corruption, employment, import and export compliance, antitrust, environmental health, safety and electronic/product and waste take-back (e.g., in Europe -WEEE and RoHS directives). Supplier will identify and procure all required permits, certificates, licenses, insurance, approvals and inspections; and will submit all reports, certifications, and other documents as required, including information related to the proper and safe handling of the Products.

Should Supplier's services hereunder require Supplier to perform, support, or handle any importation of any item into the U.S., Supplier will cooperate with NCR to address the recommendations of U.S. Customs relative to its Customs-Trade Partnership Against Terrorism (C-TPAT) program and comply with its requirements. To the extent permitted by local law, in compliance with the provisions of all applicable laws, regulations, rules and orders, Supplier will utilize standard industry practices, such as but not limited to: a) criminal background checks with positive outcome, b) credit checks, c) driving records, or d) drug test, to ensure fitness of employment if Supplier is required to perform any work or services at an NCR or NCR customer location. Supplier will not employ any person performing work on NCR related Products or services that fail or would fail to meet the foregoing fitness criteria, and should any objectionable, unskilled, or unfit person be employed by Supplier, Supplier will, upon request of NCR, cause such person to be removed from providing the services hereunder. Any provision which is required to be a part of this PO by virtue of any law is incorporated herein by reference. Supplier will conduct business ethically, follow generally accepted accounting practices, and will promote policies and practices requiring its employees, agents and contractors to conduct themselves in accordance with the requirements of this paragraph. Supplier and its employees, agents and contractors will adhere to NCR's site security rules when visiting NCR premises.

14. TERMINATION. NCR may terminate this PO in whole or in part at any time upon NCR's written notification to Supplier as follows: 1) at NCR's convenience, and in such case the extent of NCR's liability will 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 fulfill the next delivery schedule within the thirty (30) days following the date of termination, plus the existing "work-in-progress" inventories required to fulfill an additional thirty (30) days of deliveries, except that there will be no liability for inventories in either category which is readily usable or resalable. "Finished goods" will mean goods that have passed final acceptance test and are waiting delivery. "Work-in-progress" will mean material in varying stages of completion with some degree of labor 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 will 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 will 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, will pass immediately to NCR upon payment therefor. 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, will survive.

15. PRODUCT LIABILITY & INSURANCE. Supplier will defend, indemnify and hold harmless 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 actual knowledge of the claims, and provided further that Supplier is given sole authority to defend the claims. Supplier will maintain at all times relevant to this PO, and at its expense, all insurance required by law, 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.

16. DISPUTES AND GOVERNING LAW. This PO shall be governed by and construed in accordance with the substantive laws of the Czech Republic. Any dispute, controversy or claim which may arise out of or in connection with this PO, or the breach, termination or invalidity thereof, shall be subject to the jurisdiction of the ordinary courts of Praha, the Czech Republic.