

## **General Conditions of Purchase for the Supply of Electrical and Electronic Equipment and Compliance with Bans on Substances**

Status: November 25, 2005

**The following conditions relating to the supply of electrical and electronic equipment and compliance with bans on substances shall apply as of the date of signing to all deliveries of the Supplier to any of Wincor Nixdorf's group companies:**

**1. Cooperation between the parties**

The parties shall cooperate in labeling and disposing of the supplied electrical and electronic equipment, complying with the thresholds for hazardous substances in it and registering its supplier with the responsible authorities.

They shall provide each other with the information required to ensure compliance with statutory stipulations (e.g. details of the weight of the individual products, changes in legislation in the countries, new findings on hazardous substances, etc.).

**2. Obligation to label electrical and electronic equipment**

The Supplier shall mark the products supplied by him in accordance with the stipulations of the Directive 2002/96/EC dated January 27, 2003, (WEEE) and its implementation in national law or DIN EN ISO 50419 (VDE 0042-10). The marking must contain a crossed-out wheeled bin and an unambiguous, uniform identification of the Supplier (e.g. brand name or trademark). If the supplied equipment is not marked appropriately, the Supplier shall reimburse Wincor Nixdorf for the resultant damage.

**3. Disposal and transportation of the electrical and electronic equipment**

- a) The electrical and electronic equipment shall be disposed of regionally by Wincor Nixdorf or a third party commissioned by Wincor Nixdorf.

The Supplier shall reimburse Wincor Nixdorf for the actually incurred costs of transportation and disposal of the electrical and electronic equipment supplied. Claims for reimbursement shall accrue only when the supplied electrical and electronic equipment is actually disposed of.

- b) The level of the costs to be reimbursed by the Supplier to Wincor Nixdorf may be up to 10% higher than the costs that the Supplier by itself would demonstrably incur for comparable, regional disposal of the equipment. The burden shall be on the Supplier to furnish proof of the level of its own disposal costs; this proof can be furnished only within three months of receipt of Wincor Nixdorf's invoice.
- c) Transportation and proper disposal of the equipment can also be carried out by the Supplier pursuant to a separate agreement.

**3. Bans on substances**

After April 1, 2006, the Supplier shall supply Wincor Nixdorf only with products (electrical and electronic equipment, component groups, individual parts, etc.) that comply with the stipulations of the latest version of the directive 2002/95/EC dated January 27, 2003, (RoHS) relating to thresholds for hazardous substances in electrical and electronic equipment, and do not exceed the quantities for these substances prescribed therein. Moreover, all the supplied objects must comply in each case with the latest versions of the applicable European ordinances and directives, in particular relating to "restrictions on the marketing and use of certain dangerous substances and preparations", their implementation in German or national law and German laws and ordinances.

**4. Applicable law and place of jurisdiction**

The law of the Federal Republic of Germany to the exclusion of the UN Sales Convention shall apply. The courts of Paderborn shall have jurisdiction and venue.

\_\_\_\_\_, dated \_\_\_\_\_  
Supplier:

\_\_\_\_\_  
Signature Signature

\_\_\_\_\_  
Name in block capitals Name in block capitals