

## Terms and Conditions

### for purchasing IT Services

#### 1 Order and acknowledgement of order

- 1.1 Wincor Nixdorf International GmbH (Wincor Nixdorf) may contract consulting, planning, organizational, programming, maintenance and software maintenance work, hereinafter referred to as "Software Development" from the Contractor.
- 1.2 Wincor Nixdorf shall be entitled to cancel the Contract / Order (together herein referred to as "Order") in writing if the Contractor fails to accept it in writing within two weeks of receipt (acknowledgement).
- 1.3 If the acknowledgement of order deviates from the Order, it shall be binding for Wincor Nixdorf only if it has accepted such deviation in writing. The General Terms and Conditions of the Contractor shall be binding for Wincor Nixdorf only insofar as they agree with its own Terms and Conditions or have been approved by it in writing. The acceptance of deliveries or services or the making of payments shall not imply approval of any Terms and Conditions.
- 1.4 Any modification of or amendment to the Order shall only be effective if confirmed by Wincor Nixdorf in writing.

#### 2 Time of delivery

- 2.1 On time fulfillment of services shall be based upon the specified fulfillment location, and the on time fulfillment of acceptance relevant services shall be based upon their acceptance.

#### 3 Obligations of the Contractor

- 3.1 The Contractor shall be obliged to create a written timetable and work schedule before commencement of the work and to maintain it.
- 3.2 The Contractor shall perform all the tasks commissioned to it with qualified personnel, using great care and diligence and in accordance with the most current technical developments. It shall apply and use the methods/processes and tools agreed upon with Wincor Nixdorf, or use comparable development methods and tools. The Contractor shall observe instructions issued by Wincor Nixdorf under the Order where they relate to the subject matter of the service itself. However, Wincor Nixdorf shall not be authorized to issue instructions directly to employees of the Contractor. Upon the request of Wincor Nixdorf, the Contractor shall furnish evidence of the qualification of the employees involved in Software Development.
- 3.3 The Contractor shall designate a project manager who shall be the contact person for all matters relating to the project and shall make or obtain all necessary decisions without undue delay. The Contractor shall maintain an ongoing reporting system in all projects for which the project manager designated by the Contractor shall be responsible for.
- 3.4 The Contractor shall be obliged to involve the Wincor Nixdorf project manager if and insofar as this is required to fulfill an Order.
- 3.5 To the extent that standardized programs or program modules can be used within a project, available Wincor Nixdorf standard software shall be used, insofar as it is specifically designated by Wincor Nixdorf or its use is reasonable following testing by the Contractor. Use of other standard software shall require both evidence that the Contractor is authorized without restriction to use it in order to fulfill an Order, and the written consent of Wincor Nixdorf.
- 3.6 The Contractor shall enable Wincor Nixdorf to inspect the Software Development. Wincor Nixdorf shall be entitled to acquire information at any time regarding the progress of the projects by inspecting all relevant documents (reports, descriptions, listings, manuals, etc.). The documents required for this shall be submitted and explained to Wincor Nixdorf upon request.
- 3.7 At the request of Wincor Nixdorf, the Contractor shall provide support in preparing for use of the programs created/converted by Contractor, and assume responsibility for maintaining said programs. To the extent such services do not fall within the services that are to be performed under the Order with out a separate fee, the Parties shall agree on a reasonable payment.
- 3.8 In order to ensure process and product quality, the Contractor shall be obliged in its quotations to state the quality management systems that are maintained and used by it, and which have either been certified or are regarded as having an equivalent status. Wincor Nixdorf shall be entitled to conduct quality audits at the Contractor's premises in order to verify the existence and use of said quality management systems. Wincor Nixdorf has been certified according to ISO 9001 and expects the Contractor himself to be certified according to ISO 9001 or to maintain a similar quality management system.
- 3.9 Being fully aware of the provisions of the Arbeitnehmerüberlassungsgesetz (AÜG = Personnel Leasing Act), in particular the provision on regulatory offenses in § 16 of said act, the Contractor hereby declares to Wincor Nixdorf, in the event that the payment of fines is demanded from Wincor Nixdorf due to any claimed impermissible leasing of personnel pursuant to the provisions of said act, that it shall expressly indemnify Wincor Nixdorf internally from all such claims and reimburse to Wincor Nixdorf immediately upon request any fines to be paid by Wincor Nixdorf.
- 3.10 The Contractor shall maintain the Software delivered by him and give Wincor Nixdorf access to improved versions for at least seven years commencing with the last delivery of the respective Software. Software maintenance shall include the improvement of program errors, modification of the program's functionality and the addition of new functions.

#### 4 Hindrance of the Contractor, project control

- 4.1 If the Contractor believes that it is being hindered in fulfilling the Order, irrespective of the circumstances, it shall notify Wincor Nixdorf thereof in writing without undue delay. If such hindering circumstances are not attributable to the Contractor, the Parties shall agree on a reasonable extension of the agreed deadlines. If Wincor Nixdorf does not receive a written notification without undue delay, the Contractor shall not be entitled to appeal the circumstances at a later point in time.
- 4.2 If the Contractor believes that instructions issued by Wincor Nixdorf pursuant to Section 3.2 or other circumstances attributable to Wincor Nixdorf will result in changes in the amount of work and/or computer time requirements, it shall notify Wincor Nixdorf thereof in writing without undue delay. The Parties shall then agree on a reasonable adjustment to the payment. If Wincor Nixdorf does not receive a written notification without undue delay, the Contractor shall not be entitled to claim any adjustment to the payment at a later point in time.
- 4.3 To the extent that an Order involves exceptional problems and/or an exceptional volume, either Party can, at certain intervals of time, convene a project meeting in which the project managers and, if necessary, other employees of Wincor Nixdorf and the Contractor shall take part. In the project meeting, a status report on the Software Development shall be prepared, observance of the contractual responsibilities reviewed with reference to the milestones defined in planning, and continuation of the project discussed. Minutes of the project meeting shall be prepared and signed by both Parties to the Order.

#### 5 Change Request Procedure

- 5.1 After issuing an Order, Wincor Nixdorf shall be entitled to demand in writing, changes to the scope of services that lie within the capability of the Contractor, using the Wincor Nixdorf "Change Request Procedure" form, unless these changes cannot be reasonably expected of the Contractor.
- 5.2 The Contractor shall examine Wincor Nixdorf's change request and inform Wincor Nixdorf within 5 working days if the change request cannot reasonably be implemented by it or requires extensive review, and shall subsequently submit a quotation for the review of such request stating the price (payment on the basis of time incurred/flat-rate payment). Wincor Nixdorf shall either award the order for review or reject the quotation in writing within 10 working days.
- 5.3 If the Contractor has neither rejected the change as unreasonable nor submitted a quotation for review of it, it shall submit to Wincor Nixdorf a quotation for implementation containing details of the time frame of the service, deadlines, payment, etc.
- 5.4 Wincor Nixdorf shall either accept or reject the quotation for implementation submitted by the Contractor within the commitment period of the quotation.
- 5.5 If the change request of Wincor Nixdorf has no effects on the time frame of the service, deadlines, payment, etc., the Contractor shall notify Wincor Nixdorf of this in writing within the 5 day period in accordance with section 5.2. Wincor Nixdorf and the Contractor shall then define the desired service changes in written form and make the necessary modifications to the Order accordingly without undue delay.
- 5.6 Wincor Nixdorf and the Contractor shall be entitled to demand that the services affected by the change request be interrupted until the necessary modifications to the contractual arrangements have been made.
- 5.7 If the necessary modifications to the contractual arrangements are not made within the commitment period of the quotation in accordance with section 5.4, or within 15 working days of receipt of the notification to Wincor Nixdorf in accordance with section 5.5 relating to modifications of the contractual arrangements, the work shall be continued on the basis of the Order. The times for completion shall be extended by the number of working days by which the work was interrupted as a result of the change request or review of the change request. The Contractor shall be entitled to demand the agreed payment on the basis of time incurred or an increase in the agreed flat-rate payment for the duration of the interruption, unless the Contractor deploys elsewhere those employees affected by the interruption, or has maliciously refrained from deploying them elsewhere.

#### 6 Delivery and Acceptance

- 6.1 The Contractor shall announce the results of the Software Development being ready for acceptance in writing no later than one week ahead of time, taking time planning interests of Wincor Nixdorf into account.  
Development work shall normally be delivered in the form of a presentation with evidence of complete software functions on the agreed hardware and software system, including the associated or separately-agreed documentation. The software that is delivered must be checked for the absence of alien software elements (e.g. viruses) using up-to-date methods. The Contractor shall confirm that this check for the absence of alien elements has been conducted, stating the method used, on the Wincor Nixdorf "Delivery/Acceptance Record for Software Products" form. Delivery shall be confirmed to the Con-

tractor in writing on the "Delivery/Acceptance Record for Software Products" form.

- 6.2 After the results have been delivered properly to Wincor Nixdorf, Wincor Nixdorf shall conduct the acceptance procedure, if and insofar as an acceptance can be performed according to the nature and scope of the work to be executed by the Contractor. If defects are determined thereby, Wincor Nixdorf shall notify the Contractor in writing and the Contractor shall rectify the defects immediately free of charge and then provide the appropriately corrected results for renewed acceptance in the manner specified above. Wincor Nixdorf shall then repeat the acceptance procedure.

The following error categories shall apply to the acceptance procedure:

- Error category 1: Use in accordance with the Order is unreasonably restricted or impossible.
- Error category 2: Use in accordance with the Order is restricted.
- Error category 3: Use in accordance with the Order is not restricted by the defects or is only restricted to a minor extent.

Defects shall be assigned to the error categories by Wincor Nixdorf.

Wincor Nixdorf shall be entitled to refuse to declare the acceptance if there is at least one defect of error category 1 or at least three defects of error category 2. Defects of error category 3 shall not entitle Wincor Nixdorf to refuse the acceptance.

The handling and rectification of defects in error category 1 must begin within 24 hours of their notification. Rectification of defects in error category 2 shall be carried out for the most part during the acceptance procedure. The Contractor shall ensure that defects of error category 2 are analyzed and described within three (3) working days. Such defects should be rectified within ten (10) working days. The Contractor shall rectify errors of error category 3 within a reasonable period of time, but at the latest within 30 days.

Should it be determined during the analysis of a defect that the defect must be assigned to another category than that originally assigned by Wincor Nixdorf, the defect shall be handled in accordance with the new categorization. If defects are not rectified within the aforementioned deadlines, the acceptance shall be regarded as not having been granted.

- 6.3 If Wincor Nixdorf does not accept the results after they have been provided for acceptance for a reason other than a defect or incompleteness or for any other legal grounds, the results shall be deemed to have been accepted two months after the written announcement in due time, and the fact of having been ready for acceptance. In the case of such a fictitious acceptance, Wincor Nixdorf remains entitled to give notice of defects that are known or not known at the time of the fictitious acceptance within the statutory deadlines and claim non-fulfillment of performance.

The same shall apply if Wincor Nixdorf, for reasons attributable to Wincor Nixdorf, prevents, without being entitled to do so in accordance with the foregoing, the announcement in due time of the results being ready for acceptance.

- 6.4 If defects in the results are due to circumstances attributable to Wincor Nixdorf, the Contractor shall rectify them at the request of Wincor Nixdorf at reasonable prices and terms to be agreed.
- 6.5 Delivery and acceptance shall take place at a location that is designated by Wincor Nixdorf and is acceptable to the Contractor. Successful acceptance shall be confirmed on the "Delivery/Acceptance Record for Software Products" form to be signed by both Parties.
- 6.6 The above mentioned acceptance procedure is also valid for partial work performances which are agreed in the Order. The acceptance of all the partial work performances agreed in the Order together, shall not constitute a total acceptance, unless this is expressly agreed upon in the Order.
- 6.7 Travel expenses incurred due to repeated delivery and acceptance shall be borne by the Party that is responsible for the repetition.

## 7 Warranty

- 7.1 The Contractor warrants that the contracted service complies with the agreed upon performance criteria, if and insofar as Software Development is the subject of the Order.

Warranty claims shall become statute-barred - except in cases of fraudulent concealment of a defect or a condition/durability guarantee - after the expiration of 24 months following the acceptance

If defects occur, Wincor Nixdorf shall inform the Contractor thereof in writing, generally to the attention of the project manager or to a person designated by the project manager. At the sole discretion of Wincor Nixdorf, the remedy shall either be carried out through a rectification of the defect, or a failure free delivery of the Software Development. The Contractor is obliged to rectify the defects immediately and free of charge. If the Contractor fails to comply with a demand for remedy from Wincor Nixdorf, despite having received a reasonable grace period of time for rectification of the defect, Wincor Nixdorf shall be entitled, at its sole discretion, to rectify the defects or cause them to be rectified at the expense of the Contractor, or to reduce the payment by an extent corresponding to the degree to which use of the performance is restricted, or to withdraw from the Order. Notwithstanding the preceding rights, Wincor Nixdorf shall also be entitled to claim compensation for damages. The right to withdraw the Order shall not exist for parts of the work performance that Wincor Nixdorf can otherwise utilize, in accordance with the Order, as independent functionalities, in full and without additional expenses. The decision whether, and to what extent, a functionality exists in this sense shall solely be made by Wincor Nixdorf.

The warranty period shall be automatically extended by the time during which the subject matter of the Order cannot be meaningfully used due to a defect.

- 7.2 The Contractor shall be entitled to claim payments for time incurred and reimbursement of travel expenses insofar as Wincor Nixdorf or the user is responsible for the defects of the Software Development.
- 7.3 If Wincor Nixdorf makes modifications or extensions to the Software Development without the prior consent of the Contractor, the warranty obligation

shall expire for the changed software portions, unless Wincor Nixdorf can provide evidence that the defect has not been caused by such modification or extension.

- 7.4 The Contractor shall undertake all reasonable efforts to deliver the Software Development free of any alien software elements (e.g. viruses) and undertakes to confirm that the check for the absence of said alien elements has been conducted, stating the method used, on the "Delivery/Acceptance Record for Software Products" form. If the Contractor should become aware after delivery of an alien element with which the Software Development may be affected, it shall immediately notify Wincor Nixdorf thereof.

## 8 Delay on the part of the Contractor

In the event the Contractor is in delay with completion of the Software Development or such product portions as specified in the Order and a reasonable grace period, typically (1) month, elapses without success, Wincor Nixdorf shall be entitled to, without setting a further grace period and at its own discretion, to withdraw from the Order and claim reimbursement of all payments made up to that time and, if the delay is attributable to the Contractor, to claim compensation for damages.

## 9 Payment

- 9.1 The payment for the Contractor shall be based upon a flat-rate fixed price, unless otherwise agreed. Additional services and expenses shall only be reimbursed separately if this has been expressly agreed in the Order. In addition, the statutory value added or sales tax valid at the time of performance of the service shall be charged, unless it is expressly included in the flat-rate fixed price.

- 9.2 Charges for services to be billed by time and expenses incurred and for travel expenses shall be invoiced on a monthly basis retrospectively for the month in question.

- 9.3 When billing by time and expenses, only such working hours shall be compensated which have been documented on detailed activity records that have been countersigned by the Wincor Nixdorf project manager or a person designated by it. Such activity records shall only serve to account for work and hours, and shall not be deemed as a quality confirmation or acceptance of work performed. Travel expenses and travel times resulting from journeys by employees of the Contractor between their work place / residence and the location for the contractual work shall not be regarded as working hours.

- 9.4 Should Wincor Nixdorf be in default of Payment, then the Contractor shall be entitled to, excluding cases of intent and gross negligence, claim interest on late payments in the amount of 3 % above the prime rate per year. The Contractor shall not be entitled to claim term of payment interest from Wincor Nixdorf.

- 9.5 Travel and accommodation expenses shall be reimbursed to the Contractor if employees of the Contractor undertake journeys for reasons for which the Contractor is not responsible, and at the express request of Wincor Nixdorf. In such cases, the following reimbursements shall be made after deduction of value added tax amounts, if any:

Rail travel	2 <sup>nd</sup> class, upon submission of appropriate documents
Air travel	Economy class, upon submission of appropriate documents
Mileage allowance	In accordance with the guidelines laid down by the fiscal authorities, if the use of a rental car is less expensive
Accommodation allowance	In accordance with the guidelines laid down by the fiscal authorities (higher accommodation expenses may also be reimbursed in agreement with Wincor Nixdorf and upon submission of appropriate documents).

The Contractor shall, in each case, agree in advance with Wincor Nixdorf on the details of travel, for example dates or the use of a car/rental car instead of rail or plane.

- 9.6 The Contractor shall select the most appropriate and inexpensive means of travel, taking time constraints into account. Should a rental car be used, the car category to be compensated shall be agreed with Wincor Nixdorf.

- 9.7 The Contractor shall present Wincor Nixdorf with invoices for amounts that are due and payable in which the travel expenses / accommodation expenses and value added tax are accounted for separately. Travel and accommodation expenses shall only be reimbursed when copies of travel invoices are enclosed with the expense invoice.

- 9.8 Travel times and per-diem expenses shall not be reimbursed, unless otherwise agreed.

- 9.9 In the event Wincor Nixdorf should agree to pay a down payment exceeding EUR 25,000 (twenty-five thousand Euros), the Contractor shall furnish an adequate financial collateral (e.g. bank guarantee) to cover this amount. If in the Order no details for a collateral have been defined, the Contractor shall submit evidence of such a collateral immediately upon conclusion of the Order.

- 9.10 Invoices shall indicate the order reference and the numbers of every single item. Invoices shall not be payable until this information is provided. Copies of invoices shall be marked as such.

- 9.11 Unless otherwise agreed, payment shall be effected by choice of Wincor Nixdorf either

- within 14 days less 3% discount, or
- within 30 days net.

- 9.12 The term of payment begins from the date the delivery or service have been fully completed and a duly issued invoice is received. The discount shall apply even if Wincor Nixdorf offsets payments against receivables or withholds payments in a reasonable amount due to defects found. The discount period shall be calculated from the date following correction of said defects.

9.13 Any payments made shall not imply acceptance of supplies or services hereunder.

## 10 Rights of use and exploitation

10.1 The results of the work performed on the subject matter of the Order, such as programs in any code form, documents created during development or planning, user documentation or maintenance documentation, hereinafter referred to as "results", shall become the sole property of Wincor Nixdorf upon their creation, regardless of the state of processing they are in at any given time. The Contractor shall safeguard the results for Wincor Nixdorf until they are delivered. Wincor Nixdorf shall acquire the exclusive, transferable right, not restricted with time or location, to edit, to utilize, rent and lease in any form and in any manner and to exploit and publish the results without any restriction whatsoever.

The Contractor shall be entitled to the joint use and any other utilization of its ideas, concepts, experience, tools, program development modules, technologies and techniques, appraisal reports and other work results that have been used in connection with the performance of the services.

10.2 If protectable inventions or ideas are contained in the results, Wincor Nixdorf shall, at its own discretion, be entitled to register proprietary rights thereto in its name in any desired country, naming the inventor in accordance with the applicable statutory provisions, to maintain them or to abandon them at any time. The proprietary rights arising on the basis of such registration shall belong exclusively to Wincor Nixdorf.

The Contractor shall be obliged to ensure that the inventions or ideas created in context of working on the subject matter of the Order are transferred to Wincor Nixdorf at no expense for Wincor Nixdorf.

10.3 Should employees of the Contractor and of Wincor Nixdorf jointly make an invention, Section 10.2 shall apply analogous to the share apportioned to the Contractor.

10.4 The Contractor shall ensure in contracts with its employees that Wincor Nixdorf shall be entitled to the rights pursuant to Sections 10.1, 10.2 and 10.3 exclusively and without any time restriction, and that said rights shall also not be affected by the termination of the contracts between the Contractor and its employees. The Contractor shall ensure in contracts with its officers, employees or freelance workers and other third parties involved in the work results that the originators of work results protected by copyright waive the right to be named or personally receive a copy of a work protected by copyright. The Contractor shall impose an obligation corresponding to Sentence 1 in this Section on third parties involved in carrying out the Order.

10.5 The further use of results and partial results for other developments or further developments by the Contractor shall require the prior written consent of Wincor Nixdorf.

## 11 Assignments of subcontracts

The Contractor may commission freelance workers or other third parties with performing contractual services only upon the prior written consent of Wincor Nixdorf, and shall undertake in particular to observe the relevant labor and social legislation provisions. In addition, the Contractor shall make freelance workers or other third parties aware of the obligation for confidentiality according to Clause 13 and obligate them to observe this. Wincor Nixdorf shall be entitled to demand submission of a confirmation to this effect.

## 12 Intellectual Property Warranty and Indemnity

12.1 Contractor warrants that it is the legal and beneficial owner of all patents, trademarks and other intellectual property rights in the products or any part thereof and that the products supplied do not contravene any intellectual property rights belonging to a third party and that Wincor Nixdorf shall be entitled to use and sell the products both locally and abroad.

12.2 Contractor shall defend and indemnify Wincor Nixdorf and its associated companies, contractors, subcontractors, customers and their respective successors and assigns (the "protected parties") against all claims and losses and shall compensate for all damages (including reasonable legal fees) resulting directly or indirectly from any infringement, or alleged infringement, of any third party intellectual property right, caused by using, producing, selling or sublicensing Contractor's products; subject to the following conditions:

- (a) Wincor Nixdorf must notify Contractor in writing without undue delay of any allegation of infringement against them or other protect parties;
- (b) Wincor Nixdorf must not make any admissions without Contractor's prior written consent; unless Contractor does not react within a reasonable time upon such requests by Wincor Nixdorf;
- (c) Wincor Nixdorf must, at Contractor's request, allow Contractor to conduct and/or settle all negotiations and litigation and must give Contractor all reasonable assistance. The costs incurred or recovered in such negotiations and litigation will be paid or received by Contractor.

12.3 If at any time any allegation of infringement of any third party Intellectual Property Rights is made or, in Contractor's opinion, is likely to be made, Contractor shall at its own expense and upon his choice:

- (a) modify or replace such part of the product as it considers necessary so as to avoid the infringement. Any replacement must offer equivalent performance and not violate any third party intellectual property rights; or
- (b) procure the right for Wincor Nixdorf to continue using the product.

12.4 If despite Wincor Nixdorf having set a reasonable time limit for Contractor, and after lapse of said time the infringement is not eliminated, or if above rectification attempts fail, Wincor Nixdorf shall, at its own discretion, be entitled to:

- (a) reasonably reduce the purchase price; or
- (b) withdraw the respective Order and demand repayment of price or service fee whereas a reasonable sum shall be deducted for the previous use, taking into consideration the expected economic life-time of the software.

12.5 The Indemnity in Clause 8 shall apply to Contractor unless Contractor can provide evidence that Wincor Nixdorf or any other protected party is solely responsible for infringing upon the third party's Intellectual Property Rights (through unauthorised modification, combination with other products or services not reasonably foreseeable or similar).

## 13 Confidentiality

13.1 All information designated as being confidential by one Party in writing or orally, in particular documents, drawings, knowledge or other business and trade secrets, shall be treated with confidentiality by the respective other Party and used solely for the purpose of fulfillment of the Order. This confidentiality agreement shall not apply to information

- that has entered the public domain without the effort of the recipient Party or
- that was demonstrably known to the recipient when the information was disclosed or
- that the recipient has obtained from an authorized third Party or
- the disclosure of which is justifiably required by a public authority or
- that is based on knowledge acquired independently of information from the disclosing Party.

13.2 If the Contractor is provided with documents, software and/or programming code, information or other aids, such objects shall remain the exclusive property of Wincor Nixdorf and may only be used for executing the underlying Order. The Contractor is not entitled to copy such objects, disseminate them to third parties or disclose their contents to unauthorized persons without the prior written consent of Wincor Nixdorf. The documents, software and/or programming code, information and other aids provided by Wincor Nixdorf or created by the Contractor, as well as any duplicates made thereof, shall be returned to Wincor Nixdorf of the Contractor's own accord after the end of the work or after expiration of a subsequent maintenance obligation. Software copies that Wincor Nixdorf has provided to the Contractor to permit it to complete its work shall be destroyed. Wincor Nixdorf shall be entitled to a declaration of completeness to this effect.

13.3 The obligations pertaining to confidentiality shall remain in force for a period of 3 years after the fulfillment and completion of the Order.

## 14 Data protection

14.1 To the extent the Contractor must process personal data during its work on the subject matter of the Order, the Contractor shall observe data protection laws, agree on measures for data backup and security with Wincor Nixdorf, and enable Wincor Nixdorf to obtain information regarding conformance with such arrangements.

14.2 The Contractor shall impose an obligation corresponding with Sections 13.1, 13.2 and 14.1 upon its employees and third parties who are involved in fulfilling the Order.

## 15 Assignment of claims

No claims shall be assigned without Wincor Nixdorf's written consent.

## 16 Wincor Nixdorf Supplier Code of Conduct

Wincor Nixdorf expects the Contractor to comply with the Wincor Nixdorf Supplier Code of Conduct. Therefore the Contractor herewith confirms that it can anytime provide official declaration by its Executive Management that it does comply with all the Wincor Nixdorf Supplier Code of Conduct requirements. Such declaration shall be provided to Wincor Nixdorf immediately upon request. Contractor also undertakes to remain in compliance throughout the term of this Agreement. Failure thereof amounts to material breach of contract and entitles Wincor Nixdorf to immediately terminate this Agreement and/or to withdraw from any Purchase Order; Wincor Nixdorf shall furthermore be entitled to claim related damages. Upon request, Wincor Nixdorf shall provide the respective Wincor Nixdorf Supplier Code of Conduct.

## 17 Final provisions

17.1 The Contractor may assign accounts receivable for Wincor Nixdorf only if Wincor Nixdorf consents thereto in writing. Wincor Nixdorf shall withhold its consent to an assignment for financing purposes only for good cause.

Any provision in the foregoing that is found to be invalid, voidable, unenforceable or contrary to law shall be disregarded in the performance or interpretation of an Order; the remaining provisions shall, however, remain in effect. A substitute provision that most approximates the intended purpose of the ineffective provision shall be mutually agreed between the Parties.

17.2 Terms and conditions other than these, such as standard terms and conditions used by the Contractor, shall only be valid if they have been expressly acknowledged in writing by both parties and have been signed by the persons authorized. In particular, they shall not obligate Wincor Nixdorf without its express written acknowledgment even if they are stated in the Purchase Order confirmation or acceptance of the Contractor. The same shall apply if Wincor Nixdorf accepts or pays for the ordered products in full or part.

17.3 The contractual relations shall be governed by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) from April 11, 1980 shall not apply.

17.4 The place of jurisdiction for any legal disputes shall be Paderborn, the Federal Republic of Germany.