



Purchasing Terms and Conditions ("Terms and Conditions")

1 Purchase Order and Acknowledgement of Order

1.1 These Terms and Conditions shall apply to all purchases made between the Diebold Nixdorf party listed on a Purchase Order ("DN") and a Vendor for the purchase of products and/or services as listed on the applicable Purchase Order ("Vendor") (each a "Party" and together the "Parties"). Any and all Purchase Order(s) (each a "PO") between the Parties along with these Terms and Conditions shall collectively be called the Agreement.

1.2 These Terms and Conditions may be amended by DN from time to time and such amended Terms and Conditions, shall be made available on DN's website at www.dieboldnixdorf.com and deemed incorporated into each agreement for the purchase of products and/or services from Vendor.

1.3 All purchases shall be governed by and subject only to the Terms and Conditions except as mutually agreed upon by the Parties or as otherwise noted herein. To the extent a PO includes any provisions conflicting with the Terms and Conditions, the PO shall supersede with regard to such provisions. These Terms and Conditions shall be deemed accepted by Vendor upon receipt of a PO, unless Vendor (i) immediately notifies DN that it is rejecting the Terms and Conditions and (ii) takes no action in reliance on the Terms and Conditions (including fulfilling the order).

1.4 No modification by Vendor to these Terms and Conditions shall be binding unless in writing and signed by an authorized representative of each Party. Any additional or different terms or conditions which may be exchanged between the Parties, including general terms and conditions of the Vendor, which conflict with these Terms and Conditions are hereby expressly objected to. Any such terms and/or conditions shall be binding on DN only insofar as they comply with these Terms and Conditions or have been signed in writing by an authorized representative of each Party. The acceptance of products or services or payment for products or services by DN shall not constitute approval of any additional or different terms and/or conditions.

2 Changes

DN shall have the right at any time to make changes in drawings, quantity, designs, specifications, materials, packaging, and Delivery specifications. If any such changes cause an increase or decrease in the cost, or the time required for the performance, an equitable adjustment shall be made and modified in writing accordingly.

3 Delivery

3.1 TIME IS OF THE ESSENCE IN DELIVERY OF ALL PRODUCTS.

3.2 Delivery of products and/or services shall be in accordance with the mode, method and place of delivery agreed by the Parties. If no delivery date is specified, the Parties shall mutually agree on a date within five (5) business days of Vendor receiving an applicable PO.

3.3 Unless otherwise agreed, Vendor shall bear all shipping and packing costs. Vendor shall be liable for any extra cost DN incurs due to nonconformance to a shipping specification.

3.4 Vendor shall package the products in accordance with industry standard practices considering the type of products involved. Each package shipped to DN shall be numbered and labeled with DN's purchase order number, stock number, contents, weight, and shall contain an itemized packing slip which outlines the details of the shipment and references the applicable PO.

3.5 In case deliveries are made directly to a customer or to a sub vendor of DN, the packing sheet must indicate precisely that delivery is made on behalf of the DN.

3.6 DN shall be entitled to re-schedule delivery dates or cancel a PO, without incurring any charges, upon written notice at any time.

3.7 If a delay in the delivery of products or the provision of services is anticipated, Vendor shall immediately notify DN and take all necessary steps to expedite delivery of products and/or services. Any extra cost incurred for expediting shipment to meet a given delivery date shall be borne by Vendor. Vendor shall reimburse DN fully for any costs, expenses and damages caused by a delay.

3.8 If there are products delivered in excess of the quantity ordered and DN does not elect to purchase the excess products, then Vendor shall return the products at Vendor's expense.

3.9 All products delivered are subject to DN's inspection and final approval. DN shall provide approval in writing to Vendor. Acknowledgement of receipt of products and/or services by DN at time of delivery, as well as any payments made by DN to Vendor, shall not constitute approval or acceptance of products and/or services. If final approval is not given to Vendor within fifteen (15) business days of delivery, Vendor may consider the shipment accepted without further notice from DN. In the event the products or services are rejected, Vendor shall promptly re-perform the nonconforming services or provide replacement products satisfactory to DN at Vendor's sole expense. If Vendor reperform services or replace the products within five (5) business days of DN's notice, DN may procure such goods or services from another source and Vendor shall reimburse DN for any and all costs, expenses and damages associated. Upon request, Vendor shall promptly reimburse DN for any expenses associated with rejected goods or services.

3.10 The manufacture, production, packaging, labeling, distribution, contents, design, workmanship and quality of products shall comply in all respects with the agreement of the Parties, Applicable Laws and Standards, and the highest quality and workmanship. As used herein, "Applicable Laws and Standards" shall mean

all applicable federal, state, local, and foreign and international laws, rules, regulations, codes, constitutions, treaties, standards, requirements, guidance, bulletins, white papers, reports or similar communications of any Governmental Authority, including any administrative, self-regulatory, industry, trade or safety body, organization or entity, as may be amended and in effect and whether or not having the force of law related to the services or products of a PO.

3.11 The products shall not contain any substance that is banned by Applicable Laws and Standards. The products shall include all warnings, disclosures and instructions, and shall be packed and transported as required by Applicable Laws and Standards including, without limitation, those related to chemicals, batteries, mercury, latex and the Proposition 65 list of chemicals. The products and the associated packing materials shall not contain or be manufactured with ozone depleting chemicals that have been banned by the U.S. Environmental Protection Agency, including, without limitation, hfc-21, hfc-22 and hfc-31. Vendor shall ensure that all Goods are properly registered and labeled in accordance with all Applicable Laws and Standards.

4 Transfer of Title and Risk

4.1 Vendor shall deliver products (including materials, parts, and components) and perform services unencumbered by third party rights.

4.2 In the case of deliveries without installation or assembly, transfer of risk shall take place upon delivery of products to DN in accordance with the agreed method of delivery. In the case of deliveries including installation or assembly, the risk shall be transferred upon successful testing, acceptance, and final approval by DN and/or its customer as applicable.

5 Invoices and Payment

Invoices must indicate the PO reference and the numbers of each item. Invoices must be rendered and sent as specified by DN. DN shall pay invoices ninety (90) days Next Payment Run, so long as the invoice conforms to the foregoing.

6 Service or Installation of Work

In the event a PO requires the performance of work or installation of products by Vendor upon DN property, the following shall apply:

6.1 Vendor shall take precautions to protect all property and persons from damage or injury arising out of its work and shall comply with all applicable government regulations and by DN policies or procedures. Vendor shall be responsible for the observance thereof by all sub-contractors, employees, agents and representatives of Vendor and its subcontractors. Vendor shall also obtain at its own expense and provide DN with proof of adequate insurance coverage satisfactory to DN.

6.2 The work shall remain at Vendor's risk prior to written acceptance by DN and/or the owner of the project and Vendor shall replace at its own expense all work damaged or destroyed by any cause whatsoever.

6.3 Vendor shall carry on its work so that the premises shall at all times be clean, orderly and free from debris and upon completion shall remove all equipment and unused materials from the project.

6.4 DN has the right to exclude personnel from DN's premises who do not abide by such rules, and at DN's election, to declare a default under the Agreement. Vendor is solely liable for its employees, agents, contractors or sub-contractors and their action while on DN's premises. Vendor shall indemnify and protect DN from all losses, claims, expenses, damages arising from or out of the presence or activity of Vendor's employees, agents, contractors or sub-contractors while at DN's premises.

7 Termination

Notwithstanding any other termination rights provided in the Agreement, DN shall be entitled to terminate any PO along with these Terms and Conditions immediately without cause. In the event of such a termination, Vendor shall be entitled for compensation, on agreed value of all products or services performed until the date of termination. Vendor shall not be entitled to any other compensation for such termination by DN.

8 Software

8.1 Upon purchase and delivery, Vendor grants DN, its associated companies and any party DN requests, a non-exclusive right, without any restriction as to time and place, to copy, transfer, market, rent, lease, re-lease and sub-license any software which Vendor provides DN access to or which is in any products provided to DN. This right shall allow DN or any of the foregoing to use the software for their business purposes, or as otherwise agreed between the Parties.

9 Warranty

9.1 Vendor warrants that it has good and marketable title to all products delivered to DN. Vendor shall deliver all products to DN free and clear of all liens and encumbrances. Vendor warrants that all products or services shall conform to the description and specification agreed upon by the Parties, be merchantable, and free from any defects in design, workmanship or material. Vendor also warrants that the products or services are suited for their intended use. This warranty shall extend to DN's customers. This warranty is in addition to all warranties implied in law.

9.2 VENDOR'S WARRANTY SHALL EXTEND FOR A PERIOD OF TWENTY-FOUR (24) MONTHS AFTER THE ITEM IS DELIVERED AND ACCEPTED BY DN.

9.3 Vendor shall remedy any defects within fourteen (14) days of notification from DN or its customer by either (at DN or customer's option) correcting the defects at its own expense or by furnishing new products or services free of defects.

Defective products may be returned to Vendor and repaired and/or replaced by Vendor at its own expense and risk.

9.4 If Vendor refuses, fails or is otherwise unable to correct a defect, or to furnish new supplies or services, DN shall be entitled to:

- (a) terminate the whole or any part of the contract without paying compensation;
- (b) demand a reduction of the price;
- (c) make its own repairs or replacements, or engage a third party to carry out repairs or replacements and recover such costs from the Vendor; or
- (d) claim damages for non-performance or poor performance of the contract.

9.5 In the event that urgent repairs or replacements are essential to mitigate the costs and expenses and loss and damage suffered by the DN and Vendor is unable or has indicated that it is unable to complete such urgent repairs or replacements, DN may proceed to carry out repairs or replacements on its own or through a third party vendor and recover such costs from Vendor.

9.6 In the event Vendor repairs products, Vendor's warranty obligations for the repaired products shall extend twelve (12) months commencing from the date of repair or the end of the original warranty, whichever is greater.

10 Subcontracting

Vendor is not allowed to subcontract its material obligations under the Agreement without DN's prior written approval. Any breach of this provision by Vendor shall entitle DN to terminate the whole or any part of the Agreement and claim damages.

11 Authorization to procure for Affiliates

The Parties agree that Affiliates of DN are also entitled to purchase products and / or services on the basis of the terms of the Agreement. "Affiliates" shall mean any company that is controlled directly or indirectly by DN or controls DN or is under common control with DN. Control shall mean the direct or indirect ownership of at least 50% of the nominal capital, or the direct or indirect other right to name chief executives or persons with similar functions who have substantial influence.

12 Tools, Materials and Drawings

12.1 DN retains title and ownership of tools and materials supplied by DN to Vendor. Said materials shall be kept separately from Vendor's other property; shall be marked appropriately; shall be maintained and/or repaired at no cost to DN; shall be used only in filling DN's orders, and shall be at Vendor's risk of loss or reduction in value until returned to DN.

12.2 Vendor warrants that all goods, materials, tools, molds, samples, models, sections, drawings, standards, documents and gauges supplied by DN to Vendor shall remain free and clear of all liens and encumbrances while in Vendor's possession.

12.3 Vendor shall ensure that it applies for and maintains adequate insurance coverage for DN supplied tools and materials while in its possession and control. DN shall be entitled to take possession of such tools and materials at any time. Vendor shall comply with all requests by DN to return such tools and materials.

12.4 Vendor may not allow a third party to use DN supplied tools and/or without DN's written approval.

13 Confidentiality

13.1 Each of the parties hereto agrees that it shall not use, or permit the use of, any of the information, relating to any other party hereto furnished to it in connection with the Agreement or these Terms and Conditions, including e.g. software, materials, tools, molds, samples, models, sections, drawings, standards, gauges, components, specifications, procedures, technical know-how, documents and all other material or information (collectively, "Confidential Information") in a manner or for a purpose detrimental to such other party or otherwise than in connection with the Agreement, and that they shall not disclose, divulge, provide or make accessible (collectively, "Disclose" or "Disclosure"), or permit the Disclosure of, any of the Confidential Information to any person or entity, other than their those with a required knowledge to perform obligations for the purpose, except as may be required by judicial or administrative process or by requirement of law; provided, however, that prior to any Disclosure of any Confidential Information permitted hereunder, the disclosing party will first obtain the recipients' agreement to comply with the provisions of this Clause 13.1 with respect to such information. The receiving party shall always hold and treat Confidential Information with the same degree of care that it treats its own similar information (which in no event shall be less than reasonable care) to prevent disclosure to or unauthorized use by an unauthorized party.

13.2 Notwithstanding the foregoing, the term "Confidential Information" does not include any information relating to a party that the party disclosing such information can show: (i) to have been in its possession prior to its receipt from another party hereto; (ii) is or later becomes generally available to the public through no fault of the disclosing party; (iii) to have been received separately by the disclosing party in an unrestricted manner from a person entitled to disclose such information; or (iv) to have been developed independently by the disclosing party without use of any Confidential Information.

13.3 This Clause 13 shall survive the termination of the Agreement and these Terms and Conditions. All responsibilities outlined of either party regarding Confidential Information, shall remain in effect so long as such information remains Confidential.

13.4 Upon request from the disclosing party, each Party agrees to promptly return and/or delete any Confidential Information and all original and duplicate copies of written materials containing Confidential Information.

14 Data Protection

14.1 Vendor agrees to comply with all Data Protection Laws in relation to the processing of Customer Data. "Customer Data" means (i) all data and information generated, provided or submitted by, or caused to be generated, provided or submitted by DN, its Affiliates or its customers in connection with any services Vendor performs for DN or any PO; (ii) all data and information regarding the business, customers and potential customers of the DN collected, generated or submitted by, or caused to be generated, provided or submitted by, DN and/or its Affiliates and subcontractors; (iii) all such data and information processed or stored, and/or provided by DN, as part of the services, including, without limitation, data contained in forms, reports and other similar documents provided by DN as part of the Services; and (iv) Personal Information.

"Data Protection Laws" means all applicable international, federal, state and local rules, regulations and self-regulatory principles and standards relating to privacy, data security and data protection of Personal Information. "Personal Information" is any information that can identify directly or indirectly, relate to, describe, be associated with or be reasonably capable of being associated with a particular individual. Vendor shall make available to DN any information DN reasonably requests to demonstrate compliance with Vendor's obligations under Data Protection Laws.

14.2 Vendor shall, without delay and within a reasonable time, but not to exceed three (3) business days, notify Customer if it receives any requests, inquiries or complaints ("Requests") from individuals with respect to the processing of their Personal Information. Vendor shall not respond to any such Requests unless expressly instructed to do so by DN or required to do so by law. If instructed by DN, Vendor shall delete Personal Information related to individuals designated by DN, provide information requested by DN with respect to the processing of an individual's Personal Information or take such other action as reasonably requested by DN.

14.3 As between the Parties, Customer Data will be and remain the property of DN. Vendor may not use Customer Data for any purpose other than to render the Services. No Customer Data may be sold, assigned, leased or otherwise disposed of to third parties or commercially exploited by or on behalf of Vendor (or its subcontractors). Neither Vendor nor any of its subcontractors may possess or assert any lien or other right against or to Customer Data. If Vendor engages a subcontractor to process Customer Data, Vendor shall ensure that the subcontractor is bound by a written agreement requiring the subcontractor to adhere to terms at least as protective as those herein relating to protecting Customer Data. Vendor shall remain fully liable for any processing of Customer Data by any subcontractor it engages.

14.4 Vendor will implement and maintain such controls, processes, technology, training and procedures as is necessary to protect the security, confidentiality, integrity, and availability of DN's Confidential Information, Customer Data, and Vendor's systems. Vendor shall implement and maintain a program for managing a Data Breach. "Data Breach" shall mean the unauthorized disclosure, access, exposure or loss of Customer Data processed or stored by Vendor or accessible through the services. In the event of a Data Breach, or in the event that Vendor suspects a Data Breach, Vendor shall (i) notify DN within forty-eight (48) hours by telephone and email; and (ii) cooperate with DN to investigate and resolve the Data Breach, including but not limited to providing reasonable assistance to DN in notifying injured third parties. Vendor shall not communicate with any third party (including any affected individual or regulatory authority) regarding any Data Breach, unless and until expressly instructed to do so by DN. Vendor shall give DN prompt access to any records related to a Data Breach as Customer may reasonably request; provided that such records shall be Vendor's Confidential Information, and Vendor shall not be required to provide DN with records belonging to, or compromising the security of, its other customers. The provisions of this section do not limit DN's other rights or remedies, if any, resulting from a Data Breach.

15 Intellectual Property Warranty and Indemnity

15.1 Vendor warrants that it is the legal and beneficial owner of all patents, trademarks and other intellectual property rights in the products and/or services or any part thereof and that the products and/or services supplied do not infringe any intellectual property rights belonging to a third party and that DN shall be entitled to use and sell the products and/or services globally.

15.2 Vendor shall defend and indemnify DN and its Affiliates, contractors, subcontractors, customers and their respective successors and assigns ("Protected Parties") against all claims and losses and shall compensate for all damages (including reasonable legal fees) resulting directly or indirectly from any claim related to infringement, or alleged infringement, of any third party intellectual property right, caused by using, producing, selling or sublicensing Vendor's products and/or services; subject to the following conditions:

- (a) DN must notify Vendor in writing without undue delay of any allegation of infringement against them or other Protected Parties;
- (b) DN must not make any admissions without Vendor's prior written consent; unless Vendor does not react within a reasonable time upon such requests by DN;
- (c) DN must, at Vendor's request, allow Vendor to conduct and/or settle all negotiations and litigation and must give Vendor all reasonable

assistance. The costs incurred or recovered in such negotiations and litigation will be paid by Vendor.

15.3 If at any time any allegation of infringement of any third-party intellectual property rights is made or, in Vendor's opinion, is likely to be made, Vendor shall at its own expense and upon his choice:

- a) modify or replace such part of the product and/or services 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 DN to continue using the product and/or services.

16 Indemnity

Vendor shall indemnify DN and keep DN indemnified against all losses, costs, claims, demands, awards and expenses based on any claim related to the following:

- (a) Vendor or its representative's fraud, gross negligence, or willful misconduct;
- (b) Any 3rd Party Claim against DN for amounts owed by Vendor, in whole or in part, or for which Vendor is otherwise responsible;
- (c) Any 3rd Party Claim arising out of or in connection with Vendor's breach of its obligations under Article 9 (Warranty), Article 13 (Confidentiality) or 14 (Data Protection);
- (d) Any claim by subcontractor of Vendor arising out of Vendors breach or violation of Vendors subcontractor arrangements.

17 Liability

17.1 Vendor shall be liable for any breach of the terms of this Agreement by any of its contractors, employees, agents, or representatives.

17.2 TO THE FULLEST EXTENT PERMITTED BY LAW, DN'S TOTAL LIABILITY (INCLUDING ATTORNEYS' FEES AWARDED UNDER THE AGREEMENT) TO VENDOR FOR ANY CLAIM BY VENDOR OR ANY THIRD PARTIES UNDER THE AGREEMENT, WILL BE LIMITED TO THE FEES PAID BY DN FOR THE PRIOR TWELVE (12) MONTHS, PROVIDED THAT IF SUCH EVENT GIVING RISE TO LIABILITY OCCURS DURING THE FIRST TWELVE MONTHS AFTER THE EFFECTIVE DATE, LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL CHARGES THAT WOULD BE PAYABLE TO VENDOR PURSUANT TO THIS AGREEMENT FOR PROPER PERFORMANCE DURING SUCH TWELVE MONTH PERIOD.

17.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, DN SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO PROVIDER FOR LOST PROFITS, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREUNDER, EVEN IF THE DN HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES.

17.4 Without limiting the scope of that which may constitute direct damages under applicable laws, the following shall be considered direct damages and shall not be considered consequential damages to the extent they result directly and proximately from a Vendors failure to fulfill its obligations in accordance with this Agreement: (i) external costs of recreating or reloading any of DN's information that is lost or damaged; (ii) external costs of implementing a workaround in respect of a failure under the Agreement; (iii) costs of replacing lost or damaged equipment and software and materials; and (iv) external costs and expenses incurred to procure the products, deliverables and/or services from an alternate source.

17.5 Nothing in this Section shall be construed to limit or otherwise modify any remedy otherwise available at law, in equity, under the Agreement or these Terms and Conditions.

18 Force Majeure

No party shall be liable for any failure to perform its obligations under the Agreement if such failure results from circumstances beyond its reasonable control and occurs without its fault or negligence including but not limited to floods, earthquakes and other natural disasters, war, insurrection, acts of terrorists, acts of governments or governmental bodies, riot, civil disturbances, fire, explosions, strikes, lock-outs and industrial actions ("Force Majeure"); provided that such incapacitated party promptly gives written notice to the other party specifying the matters constituting Force Majeure together with such evidence as it can be reasonably give and specifying the period for which it is estimated that such prevention will continue.

19 Code of Conduct

Vendor shall implement observe and comply with the DN's Supplier Code of Conduct and shall obligate his subcontractors accordingly. DN shall make the Supplier Code of Conduct available on its website: www.dieboldnixdorf.com Noncompliance with the Supplier Code of Conduct is considered a material breach of this Agreement, entitling DN to terminate the Agreement in whole or part.

20 Insurance

Vendor shall maintain all relevant insurance, including product liability insurance, underwritten by a reputable insurance company in an amount sufficient to cover any claim or damage arising from or in connection with orders placed and products and services procured by DN.

21 RoHS/REACH/WEEE

21.1 Vendor acknowledges that products, their sale or use in certain countries may be governed by the Directive 2011/65/EU of the European Parliament and of the Council of 8 June 2011 on the restriction of the use of certain hazardous substances in electrical and electronic equipment (RoHS-II) and the Directive 2012/19/EC of the European Parliament and of the Council of 27 January 2003 on waste electrical and electronic equipment (WEEE) and their respective transposition into the national laws.

21.2 Vendor therefore shall ensure that all products supplied to DN (including electrical equipment, spare parts, components or assemblies etc.) do not contain more than the quantities of the hazardous substances mentioned in the directive 2011/65/EC from June 08, 2011, (RoHS-II) and the respective national laws.

21.3 Vendor ensures to label its products with the CE registration mark and are accompanied by an EU declaration of conformity.

21.4 With regard to the EU Regulation 2006/1907 "REACH", the Vendor will comply with all obligations set forth in the separate Environmental Responsibility Agreement.

21.5 With regard to dangerous goods / hazardous substances, the following documentation shall be updated at least every two (2) years and be made available to DN upon request:

- (a) For batteries or cells other than lithium batteries or cells
 - (i) (Material) Safety Data Sheet (MSDS)
 - (ii) Technical data sheet (TDS)
- (b) For lithium batteries or cells only:
 - (i) UN 38.3 Test Summary Report (TSR)
 - (ii) Technical data sheet (TDS)
- (c) Other products (except batteries) that are subject to the legal regulations on dangerous goods (e.g. gas springs, gas cartridges, detonators):
 - (i) (Material) Safety data sheet (MSDS)
 - (ii) Technical data sheet (TDS)
- (d) For hazardous substances (substances, mixtures of substances):
 - (i) Safety data sheets (SDS)

22 SPARE PARTS AND SERVICE

22.1 Vendor shall maintain the products delivered and give DN access to improved versions for at least two (2) years from the last delivery of the respective product. This maintenance shall include but is not limited to the improvement of program errors, modification of the functionality and the addition of new functions.

22.2 Vendor agrees to continue the delivery of the products and services for a period of at least five (5) years commencing with the date of the first delivery.

23 Assignment

Vendor shall not assign the whole or any part of its interest under the Agreement and/or these Terms and Conditions between the Parties without prior written consent of the DN.

24 Advertising

No advertising or publicity matter having or containing any reference to DN shall be made by Vendor without prior written consent of DN.

25 Severability

If any provision of these Terms and Conditions is found to be invalid, voidable, unenforceable or contrary to law, it shall be disregarded in the performance or interpretation of these Terms and Conditions. The provision in shall be replaced by a valid and enforceable provision that most closely reflects the intent and purpose of the original provision as far as is legally permissible. The rest of the Terms and Conditions shall remain in effect.

26 Waiver

Failure by DN to enforce any of the provisions of these Terms and Conditions and/or the Agreement between the Parties shall not be considered a waiver of such provisions or rights.

27 Compliance

27.1 Vendor agrees, represents, undertakes, and warrants that it and all others acting under its direction, authority, or control, including its personnel, affiliated entities and third parties ("Vendor Representatives"), will comply with all applicable laws and regulations, including but not limited to all import/export, antitrust, anti-money laundering, anti-bribery, and anti-corruption laws and regulations such as the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. Further, Vendor and Vendor Representatives will never make, offer, or solicit improper payments in exchange for business nor permit such payments to be made, offered, or solicited through a third party.

27.2 In the event of any violation or suspected violation of this section, or the Supplier Code of Conduct by Vendor or Vendor Representatives, Vendor will promptly notify DN of the violation or suspected violation.

27.3 Vendor and Vendor Representatives agree, undertake, represent, and warrant that it will comply with all laws, regulations, treaties, and other requirements applicable to the sale, shipment, import, export, and re-export of any products or services provided under this Agreement to any country in which they may be used, US trade laws and regulations (collectively, "Trade Laws"). Such Trade Laws may prohibit transfer of the products to countries, entities, or persons including currently Cuba, Iran,



Syria, Crimea and North Korea, and persons on the EAR Denied Parties or Entity lists or the OFAC Specially Designated Nationals and Blocked Persons or Foreign Sanctions Evaders or Sectoral Sanctions Identification lists, or for proliferation-related applications. Vendor should consult the BIS (<http://www.bis.doc.gov>) and OFAC (<http://www.treasury.gov/resource-center/sanctions/Pages/default.aspx>) websites for more information.

27.4 Vendor further agrees, undertakes, represents, and warrants that:

- (a) It and any related entities are in good standing in all jurisdictions where incorporated, doing business, and/or seeking to do business as required by applicable law;
- (b) Vendor will conduct reasonable anti-corruption due diligence on any third party prior to engaging it relating to the Agreement and/or these Terms and Conditions and will obtain reasonable assurance in writing from the third party that it understands and agrees to comply with all applicable anti-corruption Laws and Diebold Nixdorf policies and that the third party has sufficient policies, processes, and controls in place to ensure such compliance

27.5 Vendor shall be exclusively responsible for its compliance with this section and shall indemnify and hold DN harmless against any and all sanctions, fines, seizures, or other governmental action resulting from failure to comply with section by Vendor or Vendor Representatives.

28 Applicable Law and Jurisdiction

These Terms and Conditions and all the orders carried out within their scope shall be governed by the laws of the country with DN resides, without reference to its conflicts of law principles. Incoterms 2010 shall be applicable. The United Nations Convention on Contracts for the International Sale of Goods 1980 shall not apply. Unless otherwise agreed, Parties agree to submit all disputes arising out of or in connection with these Terms and Conditions and all orders made therein to the non-exclusive jurisdiction of the courts of the country which DN resides.

29 Attorney's Fees

In any suit or action brought to enforce any term, condition, or covenant herein, or to recover damages arising from any breach of this contract, Vendor shall pay to the DN reasonable attorneys' fees and all other costs and expenses which may be incurred by the DN in any such suit or action and in any reviews thereof and appeals therefrom in the event that DN is the prevailing party.

30 Rights of Third Parties

A person who is not a party to these Terms and Conditions has no right under these Terms and Conditions to enforce any term of these Terms and Conditions.

31 Remedies

Any rights and remedies specified under these Terms and Conditions are cumulative, non-exclusive and in addition to any other rights and remedies available at law or in equity.

32 Interpretation

The captions and headings used in these Terms and Conditions are solely for the convenience of the parties and are not to be used in the interpretation of the text of these Terms and Conditions. Each party has read and agreed to the specific language of these Terms and Conditions; no conflict, ambiguity, or doubtful interpretation will be construed against the drafter.