

Purchasing Terms and Conditions

1 Purchase order and acknowledgement of order

- 1.1 Diebold Nixdorf shall be entitled to cancel the purchase order in writing if Supplier fails to accept it in writing within two weeks of receipt (acknowledgement).
- 1.2 If the acknowledgement of order differs from the purchase order of Diebold Nixdorf, it shall be binding on Diebold Nixdorf only if it has accepted such deviation in writing. Any general terms and conditions of the Supplier shall be binding on Diebold Nixdorf only insofar as they comply with its own Terms and Conditions or have been approved by it in writing. The acceptance of supplies or services or their payment shall not imply such approval.
- 1.3 Any modification of or amendment to the purchase order shall only be effective if confirmed by Diebold Nixdorf in writing.
- 1.4 The Supplier shall deliver its supplies and perform its services unencumbered by third party rights.

2 Time of delivery

- 2.1 On-time delivery involving supplies only shall be calculated on the basis of arrival at the point of destination specified by Diebold Nixdorf. In the case of deliveries including installation or assembly as well as the provision of services, such calculation shall be based on satisfactory acceptance testing.
- 2.2 If a delay in the delivery of supplies or the provision of services is anticipated, Diebold Nixdorf shall be immediately informed and asked to make a decision on the matter.

3 Transfer of risk and Delivery

- 3.1 In the case of deliveries including installation or assembly and in the case of services, the risk shall be transferred upon acceptance testing. The transfer of risk attaching to deliveries without installation or assembly shall take place upon receipt at the point of destination specified by Diebold Nixdorf.
- 3.2 Unless otherwise agreed, shipping costs as well as the cost of customary packing shall be charged to Supplier. Where the price is quoted ex works or ex Supplier's distribution center, shipment shall be effected at the lower cost insofar as no other form of transport has been specified by Diebold Nixdorf. Any extra cost incurred due to nonconformance to a shipping specification shall be borne by Supplier. Where the price is quoted free to recipient, Diebold Nixdorf shall likewise be entitled to determine the method of shipment. Any extra cost incurred for expediting shipment to meet a given delivery date shall be borne by Supplier.
- 3.3 Each shipment shall include packing lists or delivery notes giving details of the shipment and complete order references. Supplier shall immediately advise Diebold Nixdorf of shipment, indicating the same data.
- 3.4 In case deliveries are made directly to a customer or to a sub-supplier of Diebold Nixdorf the delivery note has to indicate precisely that delivery is made on behalf of Diebold Nixdorf.

4 Acceptance

- 4.1 Acknowledgement of receipt of products by Diebold Nixdorf at time of delivery shall not constitute acceptance of products.
- 4.2 The products must comply with all descriptions, characteristics and specifications stated in the order or agreement as well as all health, safety and other applicable laws and regulations in force.
- 4.3 Supplier must perform sampling inspection in order to ensure that the products meet applicable industry standards and comply with Diebold Nixdorf's Quality Agreement or such other standards as agreed upon by the parties.

5 Software

The Supplier shall grant Diebold Nixdorf, its associated companies and dealers a non-exclusive and non-assignable right, without any restriction as to time and place, to copy, transfer, market, rent, lease, re-lease and sub-license programs. Diebold Nixdorf and its associated companies shall have the right to allow third parties (inter alia leasing companies) to rent, lease or re-lease the programs to end users. This licensing right shall only relate to the object code for use as a part or for improvement of Deliverables that have been supplied, distributed, rented or leased to end users. Diebold Nixdorf, its associated companies, and resellers shall be allowed to use the programs contained in products for their own business purposes, for example for demonstration and training purposes, or as otherwise agreed between the parties.

6 Invoices

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.

7 Payment

- 7.1 Unless otherwise agreed, payment shall be effected:
within 14 days less 3% discount

or within 30 days less 2% discount
or within 90 days net.

- 7.2 Any applicable payment period shall be calculated from the date the supplies or services have been fully completed and a duly issued invoice is received. The above discounts shall apply even if Diebold 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.

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

8 Intellectual Property Warranty and Indemnity

- 8.1 Supplier 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 Diebold Nixdorf shall be entitled to use and sell the products both locally and abroad.

- 8.2 Supplier shall defend and indemnify Diebold 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 attorney's 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 Supplier's products; subject to the following conditions:

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

- 8.3 If at any time any allegation of infringement of any third party Intellectual Property Rights is made or, in Supplier's opinion, is likely to be made, Supplier shall at its own expense and upon its 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 Diebold Nixdorf to continue using the product.

- 8.4 If despite Diebold Nixdorf having set a reasonable time limit for Supplier, and after lapse of said time the infringement is not eliminated, or if above rectification attempts fail, Diebold 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.

- 8.5 The Indemnity in Clause 8 shall apply to Supplier unless Supplier can provide evidence that Diebold 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).

9 Warranty

- 9.1 Claims shall be statute-barred within 24 months upon transfer of risk (3.1), except for cases of fraudulent concealment of a defect or guarantees for certain qualities.

- 9.2 The warranty period for supplies delivered to Diebold Nixdorf's jobsites outside its plants or workshops shall be calculated from the time the supplies are successfully tested and accepted by Diebold Nixdorf's customer.

Intermediate or temporary tests or the final acceptance test do not relieve the Supplier from its warranty obligations.

- 9.3 Supplier shall remedy any defects found prior to or upon transfer of risk or during the warranty period at Diebold Nixdorf's option by either correcting them at its own expense or by furnishing new supplies or services free of defects. This shall also apply to supplies where inspection has been confined to spot checks. The above option shall be subject to Diebold Nixdorf's reasonably exercised discretion.

9.4 The Supplier is obligated to the correct handling, proper maintenance and repair of ink protected CINEO -note storage High End by authorized personnel only, which was trained for the safety and maintenance instruction of CINEO-note storage High End. In case of a violation against these obligations the Supplier is liable for all resulting damages and to hold Diebold Nixdorf harmless of all claims of third parties.

9.5 The Supplier is obligated to dispose the ink application of the CINEO-note storage High End in accordance with the manufacturer's data and the applicable national provisions.

9.6 In case of an activation from ink protected CINEO note storage High End, Diebold Nixdorf is entitled to perform an analysis of the cause of the activation. For this purpose the concerning CINEO note storage High End is to be made available for Diebold Nixdorf without any costs.

9.7 If Supplier fails to correct a defect, or to furnish new supplies or services, within a reasonable period of time set by Diebold Nixdorf, Diebold Nixdorf shall be entitled to:

- terminate the whole or any part of the contract without paying compensation
- or demand a reduction of the price
- or make, or have made, repairs or replacements at Supplier's expense
- or claim damages for non-performance of the contract.

The same shall apply if Supplier declares itself unable to correct the defects, or to furnish new supplies or services within a reasonable period of time.

9.8 Repairs may be carried out at Supplier's expense without setting a reasonable time in the event of delayed delivery, and if immediate repairs are in Diebold Nixdorf's interest to avoid its own delay or due to any other urgency.

9.9 Notice of defects shall be given within one month of the date of delivery of supplies or services, or within one month of the date said defects may be detected during handling or processing or commissioning.

9.10 The above provisions shall apply accordingly with respect to services required for remedying defects.

9.11 Defective items shall be returned at Supplier's expense and risk.

10 Serial error

10.11 Notwithstanding its warranty obligations in accordance with Clause 9 and notwithstanding the expiration of warranty periods, the Supplier shall make technical improvements to the Deliverables if faults or deficiencies based on the same cause and occurring within a period of five (5) years of respective shipment of a deliverable are determined in more than three percent (3%) of these Deliverables. The technical improvements shall comprise both free-of-charge maintenance of all already supplied Deliverables, regardless of where they are installed, by the Supplier in a workshop of Diebold Nixdorf or the Supplier and free-of-charge performance of technical changes to the Deliverables with the aim of avoiding the fault or deficiency in future.

10.12 The Supplier shall be obliged to pay all expenses, including material, transport and labour, which arise out of such maintenance and performance of technical changes due to serial errors.

11 Subcontracting to third parties

11.1 The Supplier may commission freelance workers or other third parties with performing contractual services only upon the prior written consent of Diebold Nixdorf.

11.2 If consent is granted by Diebold Nixdorf, Supplier undertakes to comply with all applicable labour and social laws and shall especially draw the attention of freelance workers or other third parties to the obligations concerning confidentiality and data protection that are stipulated in Sections 15, 16 and the obligation to comply with the Supplier Code of Conduct according to Section 21, and he shall obligate them accordingly. Diebold Nixdorf is entitled to require the Supplier to produce a corresponding statement of the freelance workers or other third party.

12 Personnel of the Supplier

12.1 The Supplier shall carry out all the tasks conferred on it using its own qualified personnel or, if consent has been given, qualified subcontractors or qualified freelancers who are trustworthy as regards the obligations to maintain data privacy and banking secrecy.

12.2 The Supplier shall carefully choose the personnel (its own or those of any subcontractors used) assigned to provide the contractual services.

12.3 The Supplier shall make the choice of personnel contingent on the fact that the personnel

- has the necessary professional and technical specialist knowledge and sufficient vocational experience to provide the contractual services in compliance with the agreement

and

- is trustworthy as regards the obligations to maintain data privacy and banking secrecy (proof of which is furnished by certificates of good conduct, for example).

12.4 The Supplier shall ensure sufficient personnel, technical equipment and organizational resources are available to provide all the owed services under the master service agreement and the service schedules. This shall also include training and continuous further education of the assigned employees, as well as transfer of knowledge in the event of changes in the personnel.

12.5 Diebold Nixdorf shall be authorized to satisfy itself that the obligations in this Section "Personnel of the Supplier" are being complied with by conducting regular audits.

13 Materials supplied by Diebold Nixdorf

13.1 Materials supplied by Diebold Nixdorf shall be and remain the sole property of Diebold Nixdorf. Said materials shall be kept separately from other property; shall be marked appropriately; shall be maintained at no cost to Diebold Nixdorf; shall be used only in filling Diebold Nixdorf's orders, and shall be at Supplier's risk of loss or reduction in value until returned to Diebold Nixdorf. The above shall also apply to billed materials furnished to Supplier with regard to a specific job.

13.2 Supplier shall process or work the materials on behalf of Diebold Nixdorf, who shall forthwith become the sole proprietor of the new or worked item. Where this is not permitted by law, Diebold Nixdorf and Supplier are agreed that Diebold Nixdorf shall at any time during processing or working become the proprietor of the new item. Supplier shall apply due and proper care in keeping the new item at no cost to Diebold Nixdorf.

14 Tools, molds, samples

Tools, molds, samples, models, sections, drawings, standards, documents and gauges supplied by Diebold Nixdorf, as well as items made with or to them, shall not without Diebold Nixdorf's written approval be passed on to third parties nor be used for purposes other than those specified in the contract. They shall be safeguarded against unauthorized inspection or use. Subject to any further rights, Diebold Nixdorf shall be entitled to demand their return to it if Supplier does not comply with this obligation.

15 Confidentiality

15.1 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 fulfilment 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.

15.2 If the Supplier is provided with documents, software and/or programming code, information or other aids, such objects shall remain the exclusive property of Diebold Nixdorf and may only be used for executing the underlying Order. The Supplier 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 Diebold Nixdorf. The documents, software and/or programming code, information and other aids provided by Diebold Nixdorf or created by the Supplier, as well as any duplicates made thereof, shall be returned to Diebold Nixdorf of the Supplier's own accord after the end of the work or after expiration of a subsequent maintenance obligation. Software copies that Diebold Nixdorf has provided to the Supplier to permit it to complete its work shall be destroyed. Diebold Nixdorf shall be entitled to a declaration of completeness to this effect.

15.3 The obligations pertaining to confidentiality shall remain in force for a period of three (3) years after the fulfilment and completion of the Order.

15.4 The Supplier shall not derive any rights, in particular any rights resulting from prior use, from knowledge of the information, documents etc. provided to him with regard to applications for proprietary rights, inventions or other protected findings of Diebold Nixdorf, regardless of any time limits stipulated in patent laws.

16 Data Protection

16.1 To the extent the Supplier must process personal data during its work on the subject matter of the Order, the Supplier shall take appropriate protections and measures in accordance with applicable laws. If the Supplier is processing personal related data of Diebold Nixdorf or its customers the Supplier agrees to sign the Data Processing agreement Diebold Nixdorf will provide in that situation. Diebold Nixdorf reserves the right to request the Supplier to sign later versions of that agreement in the course of the contractual relationship.

16.2 The Supplier agrees that Diebold Nixdorf is entitled to supervise the

compliance with the data protection laws at any time particularly, including without limitation, requesting from the Supplier for information regarding its conformance and policies with respect to data protection and/or inspect Supplier's stored data and data processing software.

- 16.3 The supplier agrees to delete or return any data obtained from Diebold Nixdorf without delay after termination of the Agreement.
- 16.4 The Supplier shall ensure that each and every Supplier Representative who performs the obligations hereunder shall be informed of the data protection requirements under applicable law and sign an undertaking to comply with such laws. Such undertakings shall be presented to Diebold Nixdorf upon request. In case of any breach by a Supplier Representative, the Supplier shall inform Diebold Nixdorf immediately.
- 16.5 If the Supplier is required to carry out data processing services for Diebold Nixdorf, the Parties shall discuss the terms surrounding such services and enter into a separate Commissioned Data Processing Agreement.
- 16.6 The Supplier shall be liable for any breach of the terms of this Agreement by any of its Representatives.

17 Delay in Performance

In the event the Supplier is in delay with a delivery or a contracted service, and after a reasonable grace period (typically one week) has elapsed without success, Diebold Nixdorf shall be entitled to claim a flat rate compensation of 1%, but not more than 10%, of the remuneration payable for this delivery or service provided that Diebold Nixdorf can credibly show that it suffered a damage from the delay. Diebold Nixdorf is furthermore entitled to claim compensation for damages.

In the event the Supplier is in delay with a delivery or a contracted service for more than four (4) weeks, Diebold Nixdorf is entitled to withdraw from the Order and claim reimbursement of all payments made up to that time. Notwithstanding the foregoing, Diebold Nixdorf is still entitled to claim flat rate compensation and respectively damages according to Paragraph 1 of this Clause 17.

The Supplier may prove that the actual damages are lower.

18 Assignment of claims

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

19 RoHS/REACH

- 19.1 The Supplier acknowledges that the Deliverables, 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.
- 19.2 The Supplier therefore shall ensure that all Deliverables (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.
- 19.3 The Supplier ensures to label its Products with the CE registration mark and that all deliverables are accompanied by an EU declaration of conformity.
- 19.4 With regard to the EU Regulation 2006/1907 "REACH", the Supplier will comply with all obligations set forth in the separate Environmental Responsibility Agreement.

20 Spare parts and Service

- 20.1 The Supplier shall maintain the Software delivered by him and give Diebold 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.
- 20.2 The Supplier shall also be obliged to repair the Products and to maintain the availability of Spare Parts and accessories for at least seven years commencing with the last delivery and to supply them upon being ordered by Diebold Nixdorf at market prices.
- 20.3 The Supplier agrees to continue the delivery of the products for a period of at least five years commencing with the date of the first delivery.

21 Early termination right

- 21.1 For the performance of products and services, under guidelines provided by Diebold Nixdorf, Diebold Nixdorf shall be entitled, until the complete fulfillment of the respective work, to terminate the contract immediately without cause. In the event of such a termination, Supplier shall be entitled for compensation, on agreed

value of all work already performed and measures already taken until the date of termination.

- 21.2 Any further compensation of the Supplier from such early termination by Diebold Nixdorf shall be excluded.

22 Supplier Code of Conduct

- 22.1 The Supplier shall comply with DN's Supplier Code of Conduct or a similar Code of Conduct which fully reflects the standards of the EICC, and shall obligate its sub-suppliers accordingly. The Supplier Code of Conduct of DN is available on its website:

<http://investors.dieboldnixdorf.com/phoenix.zhtml?c=106584&p=irol-govcontact>

- 22.2 Non-compliance with the Supplier Code of Conduct is considered a material breach of this Agreement.

23 Compliance

- 23.1 The Supplier 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 (hereinafter "Party Representatives"), will comply with all applicable laws and regulations, including but not limited to all antitrust, anti-money laundering, anti-bribery, and other anti-corruption laws and regulations (collectively "Anti-Corruption Laws") such as the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. Further, the Supplier and its 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.

- 23.2 The Supplier also agrees, represents, undertakes, and warrants that it and its Representatives will comply with all applicable Diebold Nixdorf Ethics & Compliance policies, including but not limited to the Code of Business Ethics, Supplier Code of Conduct, Anti-Corruption Policy, and Gifts, Entertainment and Travel Policy. Further the Supplier and its Representatives shall have policies, procedures, and training in place to ensure that each and all comply with Diebold Nixdorf policies and all applicable laws and regulations.

- 23.3 In the event of any violation or suspected violation of this section, any Anti-Corruption Laws, Trade Laws (as defined below) or Diebold Nixdorf policy by the Supplier or its Representatives, the Supplier will promptly notify Diebold Nixdorf of the violation or suspected violation. In addition, the supplier grants Diebold Nixdorf reasonable access to its books and records, and will allow Diebold Nixdorf to conduct reasonable periodic audits of the Supplier to ensure compliance with the provisions in this agreement.

- 23.4 The Supplier further agrees, undertakes, represents, and warrants that:

- 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;
- It and Party Representatives working on its behalf have not previously engaged in conduct that would have violated any Anti-Corruption Laws;
- No amount of money or other item of value was paid by the Supplier in consideration of entering into this contract;
- The Supplier will conduct reasonable anti-corruption due diligence on any third party prior to engaging it relating to this agreement 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;
- The Supplier and its Representatives agree not to unlawfully trade on any material non-public information or unlawfully share such information;
- The Supplier is fully responsible for its processing of any personal data, as defined under applicable data protection and security laws and regulations; and
- The Supplier shall be exclusively responsible for its compliance with this section and shall indemnify and hold Diebold Nixdorf harmless against any and all sanctions, fines, seizures, or other governmental action resulting from failure to comply with Anti-Corruption Laws or this section by the Supplier, its personnel, affiliated entities, and any third parties working on its behalf.

- 23.5 In addition to the foregoing, the Supplier and its Representatives agree, undertake, represent, and warrant that it will comply with any and all laws, regulations, treaties, and other requirements applicable to the sale, shipment, import, export, and re-export of any products, services, technology or technical data provided under this agreement, including without limitation (i) the U.S. Export Administration Act, (ii) the U.S. Export Administration Regulations (iii) the executive

orders, regulations and statutes administered by the U.S. Office of Foreign Assets Control, (iv) executive orders, statutes and regulations administered by the U.S. Customs and Border Patrol, and (v) the regulations and orders of the Council of the European Union Export Administration Regulations (collectively, "Trade Laws"). Among other things, such Trade Laws restrict the transfer of the goods, services, technology or technical data (a) for certain prohibited end uses, (b) to certain countries (currently including but not limited to Cuba, Iran, North Korea, Russia, Syria, and the Crimea region of Ukraine), and (c) to certain entities and individuals on sanctions lists (currently including but not limited to the Denied Parties, Entity, Specially Designated Nationals, Foreign Sanctions Evaders, and Sectoral Sanctions Identification lists).

- 23.6 The Supplier agrees to (a) provide the full legal name and address of the Supplier and Supplier's direct and indirect owners to Diebold Nixdorf upon request; (b) provide complete and accurate import/export classification and trade related data to Diebold Nixdorf in connection with each transaction under this agreement; (c) refrain from exporting, re-exporting, transferring or importing any goods, services, technology or technical data provided under this agreement without previously obtaining any required export and import licenses, authorizations or approvals; and (d) promptly notify Diebold Nixdorf of any request received (in connection with the sale, shipment, import, export or re-export of products, services, technology or technical data provided under this agreement) to take any action which has the effect of furthering or supporting a restrictive trade practice or boycott fostered or imposed by a country other than the United States (including but not limited to Iraq, Kuwait, Lebanon, Libya, Qatar, Saudi Arabia, Syria, United Arab Emirates, and the Republic of Yemen) against a country friendly to the United States (including but not limited to Israel) or against any United States person.
- 23.7 This Terms and Conditions are subject to applicable law and the obtaining of any required export and/or import licenses, authorizations or approvals. Diebold Nixdorf shall not be liable to the Supplier for any loss or damage to the Supplier due to Diebold Nixdorf's or Supplier's inability to obtain a prescribed export or import license(s), authorization(s) or approval(s).
- 23.8 The Supplier shall be exclusively responsible for its compliance with this section and shall indemnify and hold Diebold Nixdorf harmless against any and all sanctions, fines, seizures, or other governmental action resulting from Supplier's failure to comply with this section or any Trade Laws. The Supplier agrees that Diebold Nixdorf may immediately terminate business with the Supplier for any failure to comply with the foregoing compliance provisions.

24 Liability

The Supplier shall be liable to Diebold Nixdorf only in accordance with the provisions set forth in this Agreement.

- 24.1 Unless a certain arrangement on liability has been agreed in an Individual Agreement, Supplier shall be liable for personal damages (injury to life, body or health) up to an unrestricted amount, and for direct damages regarding property up to an amount of one (1) million EUR for each case of damage. However, the above limitation of liability shall not apply in cases of intent and gross negligence, for breach of a guarantee within the meaning of "Garantie", for fraudulent intent and in the application of Section 8. For financial damage or losses, the Supplier is liable as set forth in the statutory provisions.
- 24.2 The Supplier shall not be liable to Diebold Nixdorf for damages which are attributable to force majeure, i.e. unpredictable, inevitable events.
- 24.3 Liability under product liability law that has been caused by the Supplier shall remain unaffected by the above provisions. Supplier will indemnify Diebold Nixdorf and the protected contractual partners from these claims without limitation.
- 24.4 Unless expressly agreed otherwise in the contract, claims shall become statute-barred according to the applicable law(s).

25 Authorization to procure for Associated Companies

- 25.1 Associated Company shall mean any company that is controlled directly or indirectly by Diebold Nixdorf or controls Diebold Nixdorf or is under common control with Diebold Nixdorf. 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.
- 25.2 The Parties agree that Associated Companies are also entitled to purchase products and / or services on the basis of the terms of this Agreement. Particularly all agreed conditions shall also apply to Subsidiaries, as well as all orders shall be counted against a respective total order amount. The Supplier shall inform Diebold Nixdorf about any orders or purchases of Associated Companies.

26 Final provisions

- 26.1 Modifications and amendments to the present Terms and Conditions shall not be valid unless made in writing and signed by both

Parties. This shall also apply to a rescission of the present provision.

- 26.2 Any provision of the present Terms and Conditions that is found to be invalid, voidable, unenforceable or contrary to law shall be disregarded in the performance or interpretation of these Terms and Conditions; the rest of the Terms and Conditions shall, however, remain in effect. The provision in question shall be replaced by a valid and enforceable provision that most closely reflects the intent and purpose of the Parties as far as is legally permissible.
- 26.3 Terms and Conditions other than those in the present Master Agreement shall only be valid if they have been expressly acknowledged in writing by both Parties to the Agreement and have been signed by the persons authorized by the Parties. In particular, they shall not obligate Diebold Nixdorf without its express written acknowledgment even if they are stated in the order confirmation or order acceptance of the Supplier. The same shall apply if Diebold Nixdorf accepts or pays for the ordered products in full or in part.
- 26.4 The Supplier may assign accounts receivable for Diebold Nixdorf only if Diebold Nixdorf consents thereto in writing. Diebold Nixdorf shall withhold its consent to an assignment for financing purposes only for good cause.
- 26.5 In the event and to the extent of any conflict or inconsistency between the provisions in the main body of this Agreement and any provisions in the Appendices, this Agreement will prevail over the Appendices unless it is expressly stated otherwise in either the respective Clause in the Appendix and/or the respective Clause in this Agreement.
- ## 27 Venue, Applicable Law
- 27.1 The contractual relations (and any provisions in the Purchase Order) 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.
- 27.2 The place of jurisdiction for any legal disputes shall be Paderborn, the Federal Republic of Germany. If Diebold Nixdorf is the plaintiff, Diebold Nixdorf may also appeal to the court having jurisdiction for the seat of the Supplier.