

## 1. Area of Application

1.1 These Standard Terms and Conditions for Purchase Contract ("STC Purchase") form an integral part of the Purchase Contract ("Contract") concerning purchase of goods like hardware, including the operating software („Product“) and maintenance respectively support thereof.

1.2 The SIX Code for Suppliers ([https://www.six-group.com/dam/about/downloads/responsibility/supplier\\_code\\_en.pdf](https://www.six-group.com/dam/about/downloads/responsibility/supplier_code_en.pdf)) form an integral part of these STC Purchase. Supplier shall be obliged to act in full compliance with this code.

## 2. Handover and installation

2.1 The Product is deemed handed over and delivered when the receiver, assigned by SIX, signs the dispatch note at the place of delivery as specified in the Contract.

2.2 On request of SIX and against separate payment, Supplier takes care of the installation of the Product.

## 3. Transfer of Risk

Use and risk are, at the moment of handing over and delivery of the Product, transferred to SIX at the place of delivery as specified in the Contract.

## 4. Use of the operating software

The manner and scope of the use of the operating software inextricably associated with the hardware shall be governed by the intended purpose of the hardware. SIX may sell the hardware (including the operating software) to third parties, provided that SIX renounces its own use thereof and shall grant a sublicense of the author's economic intellectual property rights to the Product to that third party, in accordance with point 16.6 herein. A third party shall be entitled to authorise another person to use a Product within a scope of the sublicense obtained.

## 5. Deployment of staff

5.1 For rendering the performance, Supplier shall deploy only carefully selected and appropriately trained staff who should be replaced in case of insufficient expertise or otherwise endanger performance of the Contract.

5.2 Supplier shall only deploy staff with the authorizations required.

## 6. Engagement of third parties

6.1 Any engagement of third parties (subcontractor) shall be subject to prior approval by SIX and shall be without prejudice to Supplier's obligation to assume full responsibility for supplying SIX with the contractually agreed performance.

6.2 SIX shall be entitled to obligate Supplier to engage third parties for contractual performance. In such a case, SIX shall be liable for the consequences of any faulty performance by any such third party, insofar as Supplier proves that said third party acted properly and complied with the relevant instructions and requirements.

## 7. Documentation

7.1 Supplier shall provide SIX with fully reproducible and market-compliant documentation of the Product, whereby said documentation shall be provided on paper and electronically and in the languages specified in the Contract.

7.2 SIX may copy and use the documentation for the contractual purpose, within the scope of licence granted in accordance with point 16.6 herein.

## 8. Instruction

Where agreed, Supplier conducts an initial instruction to be determined according to scope and target audience.

## 9. Import requirements / Export restrictions

Supplier guarantees compliance with any export restrictions and import regulations from the place of origin to the place of delivery according to the Contract. Supplier informs SIX in writing about any export restrictions of the country of origin.

## 10. Obligation of Maintenance

10.1 Maintenance of the hardware encompasses keeping it in working order (on a preventive basis) and restoring it to working order (remediation of malfunctions and errors) through repair and replacement of defective parts.

10.2 Support encompasses advice and assistance to SIX with respect to the use of the hardware covered by the Contract (including the operating software).

10.3 By request of SIX Supplier guarantees, within a period of three years after the expiration of the period of limitation (clause 11.) and based on a written obligation the maintenance of the Product as well as the delivery of spare and mounting parts.

10.4 After the expiration of the period of limitation, maintenance services and spare and mounting parts are to be paid and take place according to the approaches of the initial cost ground.

## 11. Examination / Liability

11.1 Supplier guarantees that the Product features the arranged objective and legal characteristics, in addition to those characteristics which should be taken for granted without further agreements. Supplier furthermore guarantees that the services rendered have all the agreed and assured characteristics as well as the characteristics that SIX may in good faith also expect without any special agreement.

11.2 Supplier assumes a warranty of 24 months from the handover or installation of the hardware (including operating software) or from receipt of the fully rendered, contractually agreed performance.

11.3 During the warranty period, defects may be claimed at any time. Even After expiry of the warranty period, Supplier is required to honour claims arising from the warranty rights of SIX set out below, provided that the defects were brought to Supplier's attention in writing during the warranty period.

11.4 Supplier guarantees that it is in possession of all the rights to render its performance under the Contract. In particular, it is entitled to distribute the operating software delivered with the hardware and to grant SIX the rights to use the operating software according to the contractually agreed scope.

11.5 In case of the delivery of a defect product or inadequate performance SIX has the right to request, on discretion of Supplier, (i) a dispensation at no charge or a rectification of defects within an adequate period of time, (ii) a transformation or (iii) a reduction of value.

11.6 SIX controls the product within 30 days after implementation, however, the latest within 6 months after receipt and informs the Supplier about defects within appropriate time.

11.7 When delivering more Products of the same kind, a separate examination for every Product has to be realised at the respective implementation.

11.8 Demands, due to lacks of conformity in the Contract, which were not recognisable at the examination, lapse two years after the implementation of the Product and can be claimed at any time during this period..

11.9 Demands due to lacks of conformity, concealed by devious means, lapse ten years after the receipt of the Product and can be claimed at any time within that period.

## 12. Consequences of termination

On termination of the Contract, Supplier shall return to SIX immediately and without no additional costs all paper and electronic documentation and data related to the Contract and shall retain no copy of such data and/or documentation.

## 13. Security regulations

13.1 Insofar as Supplier accesses the premises of SIX and/or any SIX data and information systems, Supplier shall comply with any access or security regulations.

13.2 Supplier shall advise all personnel and third parties involved in performing the Contract to abide by the access and security regulations and shall formally obligate said personnel to abide by this covenant. In particular, all personnel of Supplier who spend time in the premises of SIX and who handle business information and data as well as computer equipment and documentation shall sign the form "Rules of behavior for external personnel" (form to be found on [http://www.six-group.com/dam/about/downloads/terms-conditions/rules\\_external\\_personnel\\_en.pdf](http://www.six-group.com/dam/about/downloads/terms-conditions/rules_external_personnel_en.pdf)). Supplier shall keep the signed forms on file and hand over to SIX on first request.

13.3 Insofar as Supplier accesses the information systems of SIX, SIX shall have the right to monitor, record and evaluate Supplier's activities in the information systems.

## 14. Prices and Conditions of Payment

14.1 The price includes all services necessary for the completion of the Contract. Covered by the price are especially the costs of documentation, the costs of expenses, the licence fee, costs for packaging, transport, insurance and unloading as well as tolls and the value added tax. All costs have to be separately identified for the entity.

14.2 The price is due within 30 days after the receipt of the Product. If the Supplier is sole contractor, SIX shall make payment of any amount owed within thirty (30) days following receipt of the invoice.

## 15. Delay

15.1 Supplier will be in arrears without further ado if violating the delivery date defined in the Contract.

15.2 If Supplier is in arrear it owes a contract penalty, provided that the Supplier cannot prove that no faults of its own occurred. This contract penalty is settled to 0.2% of the total Contract price, for each day of delay, however in total shall not exceed 10% of the defined total Contract price. The Contract penalty does not release Supplier of other contractual obligation. SIX may demand indemnity exceeding the amount of the stipulated penalty.

## 16. Intellectual Property Rights

16.1 The intellectual property rights of the Product remains by Supplier or third parties.

16.2 Supplier guarantees that it is entitled to grant SIX a licence to operate the Product on the conditions stipulated below..

16.3 The Supplier is obliged to grant SIX a unlimited to territory and time, non-exclusive licence to use the Product. The licence is granted when the Contract is deemed concluded, covering the following fields of exploitation:

(i) reproducing, recording and multiplying the Product by analogue (including printing, reprographic) and digital (both permanent and temporary, both on information media and on operational memory), including computer memory and database and multimedia, to the extent that for the storage, display, use, transmission and storage of computer memory is necessary to reproduce, record and multiply.

(ii) disposing of the original or counterparts, on which the Product has been introduced, introducing into the market, rendering for use or rental of the original or counterparts,

(iii) distributing the Product including by rendering for use or rental of the Product or its copies.

16.4 The Supplier shall authorize SIX to dispose and use of the of the derivative work of the Product. SIX shall have a right to authorize the exercise of derivative work of the Product.

16.6 SIX shall be entitled to authorize any other person to use the Product within the scope of the licence received (sublicence).

## 17. Breach of Intangible Property Rights

17.1 Supplier shall, at its own expenses, risk and without delay, defend against claims by third parties concerning breach of any rights concerning the Product ("Rights"). Should a third party initiate proceedings against Supplier, Supplier shall without delay inform SIX in writing. If the third party asserts claims directly against SIX, SIX shall notify Supplier promptly in writing and Supplier shall, upon first request of SIX and to the extent possible under the relevant code of procedure, participate in the lawsuit. If possible, SIX shall give Supplier sole control over the defense thereof, and of any process related to reaching an out of court settlement of such claim. Supplier shall assume any costs (including compensation for damages) incurred by SIX in connection with any such claim. Clause 21.1 does not apply. To the extent that SIX is responsible for the breach of the Rights, claims against Supplier are excluded.

17.2 If, pursuant to the Rights asserted, SIX is unable to use the contractually owed Products in whole or in part, Supplier has the option of changing its Products in such a way that they do not breach the Rights of third parties but nonetheless comply with the contractually owed Products, or of obtaining a license from the third party at its own expense. If Supplier fails to implement any of these options within 3 months, SIX may withdraw from the Contract with immediately effect.

## 18. Certifications, Import and Export Regulations

18.1 Supplier arranges the required certificates and informs SIX about possible country-specific import and export regulations.

18.2 With the delivery of the Product SIX assumes the obligations of a re-exportation transferred by Supplier.

## 19. Non-disclosure

19.1 Supplier shall keep confidential all information, documentation and data that are acquired by Supplier in connection with the process of provisioning the contractual Products ("business secrets"), and shall in particular be prohibited from making confidential information available or accessible to any third party or otherwise disclosing confidential information. The foregoing shall also apply to any information that falls within the scope of banking secrets.

19.2 Supplier shall advise all personnel involved in performing the Contract of said personnel's obligation to keep business, banking- and exchange secrets confidential, and shall formally obligate said personnel to abide by this covenant. Supplier shall in particular obligate all such personnel to sign the non-disclosure declaration of SIX (non-disclosure declaration to be found on <http://www.six->

[group.com/dam/about/downloads/terms-conditions/confidentiality\\_statement\\_en.pdf](http://group.com/dam/about/downloads/terms-conditions/confidentiality_statement_en.pdf)), which shall form an integral part of the Contract. All such signed documents shall be kept on file by Supplier and submitted to SIX on first request.

19.3 A contractual penalty in the amount of the contract value, but not less than EUR 25'000, shall be imposed on Supplier for any breach of this clause. SIX may demand indemnity exceeding the amount of the stipulated penalty.

19.4 The confidentiality obligations predates conclusion of the Contract and persists within 5 years after termination of the contractual relationship.

19.5 This non-disclosure obligations shall prevail pre-existing obligations of non-disclosure.

19.6 SIX shall have the right to disclose the content of the Contract to other SIX Group Companies.

## **20. Data protection and data security**

20.1 If Supplier processes personal data when performing the Contract, it shall be responsible for compliance with the statutory data protection provisions. Supplier undertakes to take the economically reasonable and technically and organizationally possible measures to ensure that personal data arising in the framework of execution of the Contract are effectively protected against unauthorized knowledge by third parties.

20.2 Supplier shall only process personal data transferred by SIX in accordance with the directives of SIX. If Supplier is of the view that any directive issued by SIX infringes any statutory data protection provision, it shall immediately so advise SIX.

20.3 SIX shall be entitled to transfer personal data to other companies within SIX in Switzerland and abroad.

## **21. Liability**

21.1 The parties are liable to each other for any damage, loss or injury caused to the other party by breach of contract unless they are able to prove that no fault can be attributed to them. In case of ordinary negligence the liability shall be capped at the double amount of the Contract value, but shall not exceed the sum of redress of the damage incurred as well as the benefits that could have been obtained if not the occurrence of damage.

21.2 Supplier and/or its engaged third parties shall under no circumstances be liable for any damage, loss or injury caused by any force majeure (e.g. war, civil unrest, terrorist attacks, flooding, strikes, forces of nature). If Supplier is prevented from performing the Contract for more than thirty (30) days, SIX shall have the right to withdraw from the Contract with immediate effect.

21.3 The rules in this clause shall be subject to clause 17.1.

## **22. Supplier's status as an independent contractor**

22.1 In its capacity as an independent contractor Supplier shall assume sole responsibility for payment of all taxes, social security benefits, and the like that are payable by Supplier, and shall obtain any insurance coverage desired by SIX in Supplier's own name.

22.2 If Supplier is classified as a non-independent contractor rather than (pursuant to clause 22.1 hereof) an independent contractor, SIX shall be entitled to indemnification from Supplier to the extent that SIX is required to pay any taxes, social security charges, insurance premiums or the like that are attributable to said classification of Company as a non-independent contractor. SIX shall be entitled to deduct such expenditures from any relevant Supplier remuneration according to the Contract.

## **23. Liability insurance**

23.1 Supplier shall obtain liability insurance that covers any damages that may be attributable to Supplier or the personnel thereof, whereby the amount of the coverage obtained shall be concomitant with the value of the Products.

23.2 Na żądanie SIX, Dostawca zezwoli SIX na wgląd do polisy ubezpieczeniowej Dostawcy.

## **24. Assignment**

24.1 Any assignment of the Contract by both parties to any third party shall be subject to prior written authorization of the other party.

24.2 Notwithstanding the foregoing, SIX shall be entitled to assign the Contract to any other SIX Group Companies.

## **25. Written form**

Changes and amendments to the Contract as well as termination of the Contract shall be in writing.

## **26. Severability**

Should any provision of the Contract be or become void, ineffective or unenforceable in full or in part, the validity and enforceability of all of the remaining provisions shall not be affected. The void, ineffective or unenforceable provision shall be regarded as replaced by the effective and enforceable provision that corresponds as closely as possible to the economic objective of the void, ineffective and unenforceable provision. The same shall apply to any gaps in the Contract.

## **27. Use of SIX as a reference**

Any use of SIX as a reference shall be subject to SIX's prior written authorization.

## **28. Applicable law; place of jurisdiction**

28.1 The Contract shall be governed by Polish law.

28.2 The exclusive place of jurisdiction for any disputes arising out of or in connection with the Contract shall be the Court for the Capital City of Warsaw in Poland.