



GENERAL TERMS AND CONDITIONS OF MAINTENANCE

1. Scope

1.1. These General Terms and Conditions of Maintenance (“**GTCM**”) apply to all maintenance services in relation to Hardware Products (“**Maintenance Services**”) and support services in relation to Software (“**Support Services**”) and any Additional Services (as defined below) provided by the Supplier (as defined below), (together the “**Support and Maintenance Services**”) and agreed to by the legal entity ordering the Support and Maintenance Services (“**Customer**”) by means of the applicable order form, incorporating by reference these GTCM (“**Order**”) and the member of the Acrelec group that is stated on the Order (“**Supplier**”), and shall take effect on written acceptance of the Order by the Supplier (“**Order Confirmation**”).

1.2. “**Solution**” refers to the Products to which the Supplier and the Customer (“**Parties**”) agree hereunder that the Support and Maintenance Services shall apply. Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the General Terms and Conditions (“**GTC**”).

2. Term and commencement

Unless otherwise agreed, the Supplier shall provide the Support and Maintenance Services with effect from the date of the Order Confirmation for the initial term set out in the Order (“**Initial Maintenance Period**”). The Initial Maintenance Period shall be automatically renewed by successive periods of twelve (12) months (“**Maintenance Renewal Period**”), unless and until terminated by either Party in accordance with the terms of the Agreement. The Initial Maintenance Period together with all Renewal

Maintenance Periods are hereinafter referred to as the “**Maintenance Term**”.

2.2. The Support and Maintenance Services shall only be available during the Maintenance Term and, in respect of each Solution, from the date that the installation of that Solution is completed, unless otherwise agreed by the Parties.

3. Services

The Supplier shall provide the Customer with the following Maintenance Services during the Maintenance Term:

3.1. The Supplier shall perform on-site maintenance of the Hardware Products at a frequency determined by the Supplier acting reasonably:

- (a) to test that the Hardware Products are functional; and
- (b) make any adjustments as may be required to ensure the Hardware Products operate in accordance with the operating manuals and specifications provided to the Customer by the Supplier (“**Good Working Order**”),

hereinafter referred to as “**Preventative Maintenance**.”

3.2. The Customer shall permit the Supplier to attend the Customer’s sites at which Maintenance Services may be performed hereunder (“**Sites**”) in order to perform the Maintenance Services, which the Supplier shall do during the hours agreed by the Parties in the Order (“**On Site Operating Hours**”).

3.3. Subject to written notification by the Customer that a Hardware Product is malfunctioning or has failed or is otherwise not in Good Working Order, the Supplier shall:

- (a) use its reasonable endeavors to make any adjustments and replace any parts or

components as may be required to restore the Hardware Product to Good Working Order (hereinafter referred to as "**Corrective Maintenance**"), either remotely or on Site, as applicable, according to any applicable response times and levels of service set out in the Order or applicable documentation ("**Service Levels**");

- (b) where, in the Supplier's opinion, it cannot reasonably perform Corrective Maintenance remotely during the hours agreed by the Parties in the Order ("**Remote Operating Hours**"), use its reasonable endeavors to attend the Site during On Site Operating Hours; and
- (c) subject to Section 4.4, authorize return where applicable of Hardware Products to the Supplier's premises for repair ("**Authorized Returns**").

3.4. The Supplier shall procure that its personnel shall, while on Site, comply with the Customer's reasonable health, safety and security policies, provided the Customer has brought these policies to the attention of the Supplier and the Supplier's personnel.

4. Replacements and spare parts for Hardware Products

4.1. In performing Maintenance Services the Supplier shall use its reasonable endeavors to source spare parts required to restore the Hardware Products to Good Working Order. The Supplier shall have the right to charge the Customer for the spare parts.

4.2. All spare parts and/or replacements provided by the Supplier to the Customer shall, provided the Customer is not in default of its payment obligations, become part of the Hardware Products. All parts and components removed from the Hardware Products by the Supplier in the course of performing the Maintenance Services shall no longer constitute

part of the Hardware Products and will become the property of the Supplier.

4.3. The Supplier reserves the right to:

- (a) replace any defective non-apparent components with equivalent components provided the functionality of the Hardware Products is not thereby reduced; and
- (b) terminate this Agreement, in respect to all or part of the Hardware Products, on one (1) month's written notice if production of any applicable components (including without limitation scanners, printers, screens or electronic payment devices) is discontinued for any reason by the manufacturers thereof and replacement components are not available or cannot reasonably be obtained.

4.4. Where authorized in advance in writing by the Supplier, the Customer may return faulty Hardware Products to the Supplier for repair or replacement with shipping and insurance costs being borne by the Customer and return shipping and insurance costs to the Customer's Sites (where applicable) being borne by the Supplier.

5. Supported Software

5.1. The Supplier shall provide Support Services during the Maintenance Term under this Agreement for the Software and any modification to the Software which is provided by the Supplier (whether under the applicable third party software provider's end user licence agreement, this agreement or any other agreement between the Supplier and the Customer) and which becomes part of the Software.

5.2. For the avoidance of doubt, unless otherwise agreed in writing, the Supplier shall not provide any Support and Maintenance Services for any of the Customer's software, equipment or hardware that the Supplier has not provided to the Customer under this Agreement

and any such services shall be deemed Excluded Services (as defined below).

5.3. The Supplier may from time to time make enhancements to the Software available to the Customer ("**Maintenance Enhancements**"). If the Customer fails to make arrangements for the installation of a Maintenance Enhancement within one (1) month of being notified by the Supplier that such Maintenance Enhancement is available for installation, the Supplier may terminate this agreement by giving one (1) month's written notice to the Customer.

5.4. If the Supplier releases a new version of the Software and the Customer has not, within twelve (12) months of being notified by the Supplier that a new version is available, acquired and installed that new version, the Supplier may terminate this agreement by giving one (1) month's written notice to the Customer.

6. Service Levels for Software Support Services

6.1. The Supplier shall use reasonable endeavors to perform the Support Services in accordance with the applicable Service Levels.

6.2. The Supplier shall provide the Customer with a report (at a frequency and in a form to be agreed by the Parties) setting out the Supplier's performance against the Service Levels in the immediately preceding period.

6.3. If the Supplier fails to perform the Support Services in accordance with the Service Levels, the Supplier shall, without prejudice to the Customer's other rights and remedies use its reasonable endeavors to arrange all additional resources necessary to perform the Support Services in accordance with the Service Levels as soon as possible and at no additional charge to the Customer.

7. Customer's obligations

7.1. The Customer shall:

- (a) ensure that the Solutions are installed and kept at the Sites and Locations and

under suitable conditions, in accordance with the terms under which the Solutions were supplied, their operating manuals and the manufacturer's instructions;

- (b) only permit trained and competent personnel to use the Solutions, and shall follow any operating instructions and training the Supplier may provide from time to time;
- (c) notify the Supplier promptly if any Solution is discovered to be operating incorrectly;
- (d) notify the Supplier promptly of any circumstances likely to have an impact on the operation of the Solutions, or on the performance of the Support and Maintenance Services, including without limitation any changes made to the Customer's computer systems, software, network, premises, equipment, facilities, or any changes reasonably likely to have a technical, operational, security or regulatory impact on the operation of the Solutions, or on the performance of the Support and Maintenance Services;
- (e) provide the Supplier, its employees, contractors and agents with a suitable, safe and hygienic working environment, adequate storage space for the Supplier's tools and materials, and all telecommunications facilities and network accesses reasonably required to enable the Supplier to perform the Support and Maintenance Services while at the Sites;
- (f) provide the Supplier with all information the Supplier reasonably requests in the performance of the Support and Maintenance Services;

- (g) take all steps reasonably necessary to ensure the safety of the Supplier's personnel at the Sites;
- (h) sign a field service report at the Supplier's request on completion of Support and Maintenance Services provided at a Site noting acceptance of the Support and Maintenance Services provided;
- (i) use the Solutions in accordance with the terms and conditions set out in the Order and the applicable documentation; and
- (j) comply with any additional Customer obligations set out elsewhere in the Agreement.

8. Additional Services

8.1. Unless otherwise agreed, the Supplier shall not be obliged to perform any Support Services or Maintenance Services required to restore any malfunctioning or failed Solution to Good Working Order where the malfunction or failure results from or is caused by any excluded causes (hereinafter referred to as "**Excluded Causes**"), which shall include:

- (a) the use of accessories, materials or consumables without the Supplier's prior written approval;
- (b) use of the Solutions not in accordance with the manufacturer's or the Supplier's instructions;
- (c) abnormal or unauthorized use, modification or alteration of the Solutions;
- (d) any malicious act by the Customer, its agents, employees or subcontractors, or any third party;
- (e) any material change to the Customer's software or computing systems or environment not authorized by the Supplier;

- (f) abnormal wear and tear or accidents resulting from abnormal or unauthorized use of the Solutions;
- (g) deterioration of cables, appliances or equipment as a result of atmospheric conditions, such as humidity, flooding, abnormal temperature, poor maintenance of the premises, electrical short circuiting, lightning, fire or introduction of dust into appliances or equipment;
- (h) non-compliance by the Customer with the Supplier's reasonable recommendations arising out of any Preventative Maintenance;
- (i) any defect in the manufacturer's design of the Solution;
- (j) faulty materials or workmanship in the manufacture of the Solution;
- (k) use of the Solution with computer equipment or materials not supplied or approved in writing by the Supplier;
- (l) any maintenance, alteration, modification or adjustment performed by persons other than the Supplier or its employees or agents unless approved by the Supplier in advance;
- (m) relocation or displacement of the Solution not authorized by the Supplier;
- (n) use of the Solution in breach of any of the provisions of the terms under which the Solution was supplied;
- (o) any failure, interruption or surge in electrical power;
- (p) any failure or malfunction in air conditioning or other environmental factors required for the normal operation of the Solution, or any error or omission in the use or maintenance of such air conditioning or other environmental factors by the Customer;
- (q) the Customer's neglect or misuse of the Solution; and

(r) the Customer's use of unsupported Software.

8.2. Excluded Causes shall also include work required to repair, replace, correct, or recalibrate the Software arising from:

- (a) any breach of the Customer's obligations under the Agreement;
- (b) the Software being used in an abnormal or improper manner, or materially differently from the use or usage agreed or envisaged by the Parties;
- (c) requests for changes outside the scope of the Software functionality for which it has been provided;
- (d) an event of Force Majeure;
- (e) the use of the Software by the Customer not in accordance with Section 7.1 (b);
- (f) problems not caused by a defect in the current unaltered release of the Software including, without limitation, problems caused by data errors, operator errors, program alterations not made by the Supplier, hardware or operating system malfunction, system misuse, errors resulting from use of the Software with other programs not supplied or approved by the Supplier and failure to incorporate corrections, solutions or modifications previously provided by the Supplier;
- (g) reported faults or defects in the Software subsequently found by the Supplier not to exist or not to be reproducible;
- (h) any failure by the Customer to provide the Supplier with access (whether physical or remote) in accordance with this Agreement; and
- (i) any Solutions expressly excluded from Maintenance Services in the Order.

8.3. Unless otherwise agreed, the Supplier shall not be obliged to perform any services not expressly provided for under this Agreement,

(hereinafter referred to as "**Excluded Services**"), which shall include:

- (a) the performance of any work not covered by the Agreement (including without limitation wiring, plastering, cementing, earthmoving, floor and carpet changes, electrical and telecommunications network changes);
- (b) the supply or maintenance of any system or software not provided by the Supplier;
- (c) the supply or replacement of consumables, including without limitation paper, tape, ribbons, disk packs, inking materials, magnetic tape, coin feed belts, disk cartridges, floppy diskettes, print heads and any other expendable items of a similar nature;
- (d) the return or replacement of: (i) damaged Hardware Products, components or parts including without limitation scratched or cracked Hardware Products, components or parts, (ii) Hardware Products, components or parts exhibiting abnormal wear and tear including without limitation splashing by corrosive products and immersion in liquids; or (iii) obsolete Hardware Products, components or parts;
- (e) the supply or replacement of cables, cords or cable pipes;
- (f) services that the Supplier reasonably considers will present a risk to the health or safety of the Supplier's personnel resulting, without limitation, from the presence of rodents or insects inside or in the vicinity of the Hardware Products;
- (g) attendance at a Customer Site where, in the Supplier's reasonable judgment, the Support and Maintenance Services could have been performed remotely;

- (h) on-site maintenance outside On Site Operating Hours or remote maintenance outside Remote Operating Hours;
- (i) on-site visits to Customer premises outside of the Territory;
- (j) the restoration, reloading, support, maintenance, update, upgrade or supply of Software (including operating and application Software) or data not provided for herein, or excluded by the Agreement;
- (k) the processing of any data not owned by the Supplier; and
- (l) varnishing, burnishing, chrome plating, lacquering, nickel plating, painting, bodywork, appliance covers and accessories.

8.4. Where the Supplier has agreed to perform, is performing or has performed either Excluded Services or Support and Maintenance Services required to be performed due to (or subsequently determined by the Supplier as having been required due to) Excluded Causes (hereinafter together “**Additional Services**”) the Supplier may charge, and the Customer shall pay additional fees for that work calculated at the applicable rates for Additional Services set out in the Special Conditions (“**Additional Services Rates**”).

9. Maintenance fees

9.1. The Customer shall pay to the Supplier fees for:

9.1.1. the performance of Corrective Maintenance and Preventative Maintenance; and

9.1.2. the performance of the Support Services, together, the “**Support and Maintenance Fees**”.

9.2. The Customer shall pay to the Supplier fees for the performance of the Additional Services (“**Additional Services Fees**”) and all

expenses arising from the provision of the Additional Services.

9.3. If the Support and Maintenance Services are delayed by the Customer or if the Supplier is unable to perform the Support and Maintenance Services in full and over consecutive Business Days for any reason not exclusively attributable to the Supplier, the additional costs and wasted expenditure associated with the redeployment of technicians, their withdrawal or return from or to the Sites, their retention at Sites without work and any delay will be borne by the Customer.

9.4. Unless otherwise agreed herein, the Support and Maintenance Fees shall be due and payable in full to the Supplier annually in advance.

9.5. Unless otherwise agreed, invoices for Additional Services Fees and any charges for spare parts where applicable shall be issued on delivery thereof.

9.6. The fees for the Support Services and the Maintenance Services (and the Additional Services rates) shall be fixed for the Initial Maintenance Period at the amount specified in the Order. In subsequent Maintenance Renewal Periods, the Supplier may increase such fees provided that: a) the renewal fees shall be an amount equal to fees for the preceding year increased by the Urban Consumer Price Index published by the United States Department of Labor; and b) the increases shall be no more frequent than once in any twelve (12) month period, unless otherwise agreed in writing by the Parties.

10. Supplier’s warranty

10.1. The Supplier warrants to the Customer that:

- (a) the Support and Maintenance Services shall be performed:
 - i. by an appropriate number of suitably qualified and experienced personnel;

- ii. using all reasonable skill and care and in accordance with industry practice; and
 - iii. in accordance with all laws and regulations in force from time to time which are applicable to the Supplier;
- (b) all components and Products supplied or used in the course of the provision of the Support and Maintenance Services shall operate materially in accordance with their technical specifications; and
- (c) the Supplier shall take reasonable steps to not introduce any computer viruses into the Solutions, or the Customer's network and information systems, by way of the Support and Maintenance Services or otherwise.

10.2. Except as expressly stated in this Agreement, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise (including satisfactory quality, fitness for purpose and suitability) are hereby excluded to the fullest extent permitted by law.