



Cardwave Purchasing Terms and conditions

TERMS AND CONDITIONS (“CONDITIONS”) FOR THE SUPPLY OF GOODS AND/OR SERVICES BY A THIRD PARTY TO CARDWAVE SERVICES LTD AND CARDWAVE INC

These Conditions apply to any company that supplies goods and/or services to Cardwave Services Ltd with its registered office at 6c Hopton Industrial Estate, Devizes, SN10 2EU and registered in England with registration number 05308339 and Cardwave Inc, with its principal offices at 100 Allentown Parkway, Suite 216, Allen, TX 75002 registered in Texas, USA with SOS number 802350521, both referred to in this document as "Cardwave"

The Supplier is the company or organisation whose name appears on the official purchase order and/or any Order (as defined below) attached or forming part of the agreement established pursuant to these Conditions.

Cardwave hereby appoints the Supplier to provide the Goods and/or Services (each as defined below and as are described more fully in the Schedule or the relevant Purchase Order).

The Supplier agrees to supply the Goods and/or Services to Cardwave at the Locations (as defined below) on the terms of these Conditions.

These Conditions establish a framework for any Order placed by Cardwave with the Supplier for Goods and/or Services and these Conditions shall apply throughout the duration of the agreement established hereunder.

For the avoidance of doubt, Cardwave is not required whether under these Conditions or otherwise to order or operate a minimum quantity of goods or to give any minimum commitment of financial value to the Supplier.

1 DEFINITIONS

In these Conditions the following expressions will have the meanings shown below unless the context otherwise dictates:

“Business Days” means any day which is not a Saturday, a Sunday or a recognised bank or public holiday in the trading country;

“Conditions”

means these terms and conditions for the purchase of Goods and/or Services as set out below and shall include any Schedules, Service Level Agreements and any Orders made under or pursuant to its terms;

“Confidential Information”

means information that is designated as ‘confidential’ or which by its nature is clearly confidential or any information relating to Cardwave’s business affairs, finances, products, any Order, or the Goods and/or Services that the Supplier is engaged in delivering or which may be disclosed to the Supplier during the Term including all information and copies (whether authorised or not) of such information irrespective of what form it takes or the medium on which it is stored, recorded or conveyed;

“Disclosing Party”

means a party that makes available or releases Confidential Information to the other;

“Effective Date” means the date set out on the Schedule attached hereto or on any Order.

“Goods” means the defined items as per the Schedule attached to these Conditions which shall be agreed in the Order by Cardwave to the Supplier on an individual basis.

“Intellectual Property” means all intellectual property of whatever nature, including all:

(a) patents, utility models, trade marks, service marks, registered designs, trade names, business names, domain names and email addresses, unregistered trade marks and service marks, rights in logos and get-up copyright, database rights, all rights of whatsoever nature in computer software and data, semi-conductor topographies, inventions, know-how, rights in designs;

(b) rights under licences, consents, statutes, orders or otherwise in relation to a right in paragraph (a) of this definition;



(c) rights of the same of similar effect or nature to those in paragraphs (a) and (b) above of this definition anywhere in the world which now or in the future may subsist; and,
(d) renewals, reversions or extensions, applications and rights to apply for any of the rights in paragraphs (a), (b) and (c) of this definition;

“Location” means the location(s) owned or operated from time to time by Cardwave,

“Order” means Cardwave’s written instructions, including without limitation, any Purchase Order, or any other request that incorporate these Conditions for the provision of the Goods and/or Services;

“Price” means the price payable by Cardwave for the Goods and/or Services set out in any Order or as otherwise agreed in writing between the parties;

“Receiving Party” means the party to whom any Confidential Information is made available;

“Replacement Services” means all or part of the Services (or services substantially similar to all or part of the Services) which are provided by any Supplier or Cardwave following the termination of any agreement covered by these Conditions;

“Sensitive Personal Data” means sensitive personal data to include data relating to race or ethnic origin, political opinions, religious and other beliefs, trade union membership, health, sex life and criminal records.

“Services” means those services provided by the Supplier pursuant to these Conditions set out in more detail in the Schedule or any Order;

“Service Levels” means those service levels set out in any Service Level Agreement which may be attached as a schedule to these Conditions and any such Service Level Agreement may be amended from time to time by Cardwave;

“Term” means the term or duration of this agreement as described more fully in any Order or in clause 15;

1.1 In these Conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

1.2 In these Conditions, a reference to the masculine includes the feminine and to the singular includes the plural and vice versa as the context admits or requires.

1.3 In these Conditions, the headings will not affect the construction of these Conditions.

2 DURATION

2.1 The agreement established by these Conditions shall be deemed to have come into force on the Effective Date and shall continue unless or until terminated in accordance with clause 15.

3 OBLIGATIONS OF CARDWAVE

3.1 In performing its obligations hereunder Cardwave shall:

3.1.1 place Orders in accordance with the procedures agreed between the parties from time to time;

3.1.2 work in line with any contract schedule that may be agreed between the parties;

3.1.3 allow the employees and/or duly authorised contractors of the Supplier, access to the Locations to enable them to perform their obligations pursuant to these Conditions;

3.1.4 meet with the Supplier to hold regular reviews including if applicable, an annual review to assess the current status of the arrangements established pursuant to these Conditions; and

3.1.5 provide, where appropriate, the Supplier with all information and documents as the Supplier may reasonably require or request for the proper performance of its obligations.

4 GENERAL OBLIGATIONS OF THE SUPPLIER

4.1 In performing its obligations hereunder the Supplier shall:

4.1.1 provide the Goods and/or Services in a timely manner in accordance with the timescales set out in any Order;

4.1.2 comply with the lawful instructions and/or directions of Cardwave;

4.1.3 keep detailed records of all acts and things done by it in relation to the performance of its obligations hereunder and shall, upon request, make such records available to Cardwave for inspection and/or copying;

4.1.4 comply with all applicable laws, enactments, orders, regulations, codes of practice and other similar instruments as may be in force or apply from time to time;

4.1.5 obtain and maintain in force all necessary consents, approvals, authorisations, licences and permissions which may be required in order to enable it to perform its obligations;

4.1.6 allow, from time to time, authorised representatives of Cardwave to observe and monitor the provision of the Services;

4.1.7 ensure that any of its personnel who attend Cardwave's premises act in accordance with Cardwave's health, safety and security policies;

4.1.8 comply with the provisions of clause 17 (Intellectual Property Rights) below;

4.1.9 ensure that its personnel observe the obligations of the Supplier set out in clause 18 (Confidentiality and Data Protection) in regard to all Confidential Information belonging to Cardwave;

4.1.10 promptly notify Cardwave of any circumstance that may materially delay or otherwise affect the Supplier's ability to provide the Goods or Services;

4.1.11 provide in a timely manner the information and/or materials requested by Cardwave from time to time to enable it to monitor the Services provided; and

4.1.12 work in accordance with the specific service levels defined in any Schedule Level agreement agreed between the parties.

5 SPECIFIC OBLIGATIONS OF THE SUPPLIER IN REGARD TO THE GOODS

5.1 In supplying the Goods, the Supplier shall:

5.1.1 comply with the provisions of the Schedule below;

5.1.2 ensure that the Goods shall be of the best available design, of the best quality, material and workmanship, be without fault and conform in all respects with the Order, any 'Specification' set out therein and any Service Levels;

5.1.3 ensure that the Goods are fit for the purpose required whether such purpose was drawn to the attention of the Supplier or was apparent by implication from the nature of the Goods and are free from any defect in tolerance, performance, safety, materials and workmanship;

5.1.4 inspect and test the Goods prior to delivery for total compliance with the relevant Order. In assessing the Goods as to their fitness for use, Cardwave shall be deemed to have relied upon the Supplier's skill and judgment in this respect;

5.1.5 comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods; and

5.1.6 ensure that all Goods are supplied in accordance with any time or date referred to in any Order and time shall be of the essence in this regard.

5.2 Cardwave may, by written notice to Supplier, terminate its purchase of any quantity of products or services if Supplier fails to complete or deliver any part thereof when agreed, and if the Supplier is in breach of any material term of the Purchase Agreement.



5.3 If termination is due to a failure of completion or delivery or breach of any material term of the Purchase Agreement, no termination charges will apply and Cardwave may procure substitute products or services and the Supplier may be liable to Cardwave for any excess costs.

5.4 Prior to shipment or completion, Cardwave may request changes with respect to the products or services to be provided, including, changes in method of shipping or packing, time or place of delivery and increases in delivered quantity. The Supplier will promptly notify Cardwave of any resulting increase or decrease in cost and agree on any price adjustment with Cardwave before implementing any change.

6 SPECIFIC OBLIGATIONS OF THE SUPPLIER IN REGARD TO THE SERVICES

6.1 In supplying the Services, the Supplier shall:

6.1.1 provide all Services with reasonable skill and care and in accordance with the standards generally observed in the industry for similar services;

6.1.2 perform the Services in accordance with any quality control or other particular requirements set out in the Schedule or any Service Level Agreement or as otherwise agreed in writing between the parties;

6.1.3 provide, at its own risk and expense all goods, materials, labour, plant, equipment, licences (whether for intellectual property rights or otherwise), transport, handling, tools and appliances and all such other things which are necessary for the provision of the Services;

6.1.4 ensure that the Services are performed by personnel who are under the sole direction of the Supplier and who have the necessary skill and expertise to provide the Services;

6.1.5 ensure that all Services (including, without limitation, any installations or removals) are supplied in accordance with any time or date referred to in any accepted Order or agreed to in a contract schedule and time shall be of the essence in this regard;

6.1.6 comply with all applicable regulations or other legal requirements concerning the supply of the Services;

6.1.7 comply at all times with any lawful and/or reasonable instructions given by Cardwave (including without limitation any risk assessment prepared or produced by or on behalf of Cardwave) in respect of the provision of Goods or Services by the Supplier;

7 DELIVERY, RISK AND TITLE OF GOODS

7.1 Title, property and risk of the Goods shall continue to vest in the Supplier when the Goods are on lease. Where items have been purchased outright by Cardwave title in the goods, property and risk will transfer to Cardwave upon delivery.

7.2 Unless otherwise stated on the face hereof, all goods are to be furnished Delivery at Place (D.A.P.) point of destination, and no charges will be allowed for freight, transportation, crating, handling, demurrage, or for any other matter relating to the delivery of the goods to Cardwave unless authorized in writing by Cardwave. The entire risk of loss, injury or destruction of the goods, regardless of the D.A.P. point and cause therefore, shall be borne by the Supplier until the goods are delivered to and accepted by Cardwave.

7.3 All deliveries are to be marked with the purchase order number that appears on the face hereof, and no partial deliveries shall be permitted unless otherwise agreed.

7.4 Time is of the essence with respect to the agreed delivery date specified on an order. The Supplier will compensate Cardwave for any damages that they may incur as a result of the Supplier's failure to deliver on time. In addition, Cardwave reserves the right to cancel any portion of this order, which is not delivered on time.

8 PERSONNEL

8.1 In addition to the obligations of the Supplier set out in clause 6.1.4 above, Cardwave shall have the right to require the Supplier, immediately on receipt of written notice, to remove any of its employees or agents who have been guilty of any mis-conduct or acted in breach of Cardwave's policies from time to time (including without limitation, in regard to personnel, health, safety or security) or any of the terms of these Conditions.

9 HANDOVER CO-OPERATION

9.1 During any period of notice in relation to the termination of the agreement established under these Conditions (or, in the event that these Conditions shall terminate by expiry, during the last three (3) months of the operation of this agreement) (the "Notice Period") the Supplier shall if required by Cardwave at Cardwave's sole discretion, fully co-operate in the transfer of the responsibility for the provision of the Services or services similar to the Services (the "Transfer") to any New Supplier (or Cardwave as the case may be) who provides Replacement Services under arrangements to be notified to the Supplier by Cardwave.

9.2 Any Transfer shall be arranged between Cardwave and the Supplier so as to reduce to a minimum any interruption in the Services (or services similar to the Services), and therefore maintain Cardwave's business continuity.

9.3 Any Transfer of responsibility for any Goods, Services or facilities made available to the Supplier shall be the subject of a mutually agreed inventory between the interested parties at the time of the Transfer. Any special equipment which has been purchased by Cardwave for use by the Supplier which has been paid for by Cardwave shall remain the property of Cardwave and shall immediately be handed over to the New Supplier (or Cardwave as the case may be).

9.4 During the Notice Period, the Supplier shall transfer all files, records, documents, plans, drawings, for all Services provided or generated under the agreement established under these Conditions, to Cardwave or any person designated by Cardwave.

9.5 The Supplier shall be responsible for ensuring that any computerised filing, recording, documenting, planning and drawing software systems and any other material utilised under these Conditions is transferred free of any charges to Cardwave or any person designated by Cardwave to facilitate a smooth hand-over of the Services (or services similar to the Services) and the Supplier shall provide to Cardwave and or the New Supplier an irrevocable royalty free licence in respect of any intellectual property rights as may be contained in the same and as and when requested by Cardwave execute without charge all such documents as may be necessary to facilitate the grant of such licence to Cardwave and or such incoming supplier.

10 REMEDIES

10.1 Without prejudice to any other right or remedy which Cardwave may have, if any of the Goods are not supplied, or if the Services are not carried out in accordance with, or if the Supplier fails to comply with, any of the terms of these Conditions, Cardwave shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not all or any part of the Goods have been accepted by Cardwave:

10.1.1 To reject the Goods (in whole or part) or terminate the Services supplied either in whole or in part;

10.1.2 At Cardwave's option, to give the Supplier the opportunity at the Supplier's expense either to remedy any defect or to supply replacement Goods;

10.1.3 At Cardwave's option, to give the Supplier the opportunity at the Supplier's expense to remedy any Service issues within ten (10) days of notification;

10.1.4 To refuse to accept any further deliveries of the Goods, without any liability to the Supplier; or

10.1.5 To claim such damages as may have been sustained in consequence of the Supplier's breaches of these Conditions.

11 INDEMNITY AND LIABILITY



11.1 The Supplier shall keep Cardwave indemnified in full against all direct liabilities, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by Cardwave as a result of or in connection with:

11.1.1 Defective workmanship, quality or materials in regard to the Goods and/or Services; and/or

11.1.2 Any claim made against Cardwave in respect of any liability, loss, damage, injury, cost or expense sustained by any of Cardwave's employees or agents to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the provision of Services as a direct consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the terms of the Order by the Supplier.

11.1.3 Any damage caused to Cardwave's property or property in Cardwave's custody and control or for which Cardwave is responsible as a result of any act, neglect or default of the Supplier, its employees, agents or contractors.

11.2 In addition, the Supplier will be solely responsible for the provision of the Goods and/or Services that are the subject of these Conditions and accordingly, the Supplier agrees to fully indemnify Cardwave against any and all liabilities that arise from or are connected with the provision of the Goods and/or Services in any way whatsoever. It is acknowledged that nothing in these Conditions is intended to, or can, affect the rights of any third party to bring a claim against either Cardwave or the Supplier in accordance with the legal entitlement of that third party or customer in accordance with 11.1.

12 LIMITATION OF LIABILITY

12.1 The following provisions set out the entire financial liability of Cardwave to the Supplier (including any liability for the acts or omissions of its employees, agents and/or sub-contractors) in respect of:

12.1.1 any breach of these Conditions; and

12.1.2 any representation, statement or tortious act or omission (including negligence) arising out of or in connection with these Conditions.

12.2 Nothing in these Conditions excludes or limits the liability of either party for:

12.2.1 death or personal injury resulting from negligence; or

12.2.2 fraud or fraudulent misrepresentation; or

12.2.3 any other liability, which cannot be excluded or limited as a matter of law.

12.3 Subject to clauses 12.1 and 12.2, Cardwave shall not be liable for any of the following matters that may be suffered or incurred by the Supplier:

12.3.1 loss of profits; or

12.3.2 loss of business; or

12.3.3 depletion of goodwill or similar losses; or

12.3.4 loss of anticipated savings; or

12.3.5 loss or corruption of data or information; or

12.3.6 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

12.4 Cardwave's total liability to the Supplier in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of under these Conditions in any period of twelve (12) months shall not exceed the amount of the fees paid by Cardwave to the Supplier during such twelve (12) months period.

13 INSURANCE

13.1 The Supplier shall effect and maintain in force with a reputable insurance company the following insurance policies:



13.1.1 Public and Product Liability Insurance Policy in respect of loss or injury to persons or damage to tangible property with not less than five million pounds sterling (£5,000,000) per claim; and

13.1.2 Such other insurance as may be required by law (including employer's liability up to £10,000,000).

13.2 On Cardwave's written request, the Supplier shall promptly provide Cardwave with a certificate signed by the Supplier's insurer confirming that the Supplier is insured in accordance with this Condition.

14 PAYMENT

14.1 The Price for the Goods and/or Services will be as stated the Schedule or on any Order or as otherwise agreed in writing by the parties.

14.2 All Purchase Orders state the relevant currency as UK Pounds, USD or Euros and not subject to increase for the duration of the Purchase Order.

14.3 The Supplier acknowledges and agrees to use its skill and expertise to ensure that any Goods and/or Services supplied under these Conditions and any Order are competitively priced and represent good value to Cardwave.

14.4 Subject to the receipt of a correct invoice accurately reflecting the Price, Cardwave shall make payment for the Goods and/or Services in pounds sterling or currency agreed within 30 days or terms specifically agreed from the later of (i) the date of Cardwave's receipt of an invoice; or (ii) receipt of product or services, as applicable.

14.5 Invoices shall be sent to Cardwave's main trading office as stated on the purchase order and the Supplier will separately indicate on its invoices any taxes imposed on the sale or delivery of products or services.

14.6 Each invoice must quote Cardwave's Order number; Cardwave will not accept invoices that do not quote this number unless the Supplier can demonstrate that it has acted in accordance with the instructions of a duly authorised representative of Cardwave.

14.7 Cardwave may set off any amount owing at any time from the Supplier to Cardwave against any amount payable at any time by Cardwave under the Purchase Agreement

15 TERMINATION

15.1 Cardwave shall have the right to terminate the agreement established hereunder whether in whole or in part, by giving the Supplier one (1) month's written notice at any time.

15.2 In addition, without prejudice to any other rights it may have (to include, without limit, accrued rights to date of termination) Cardwave may with immediate effect terminate the agreement established hereunder and/or any Orders in existence under it on written notice if the other party (whole or in part) based on the following circumstances:

15.2.1 If there has been a material breach by the Supplier of any of its obligations under these Conditions and if the material breach is capable of remedy and the Supplier has failed to remedy such material breach within fourteen (14) days of receipt of notice to do so.

15.2.2 If the Supplier makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or an encumbrancer takes possession, or a receiver or administrative receiver is appointed of any of the property or assets of the Supplier; or the Supplier ceases, or threatens to cease, to carry on business; or Cardwave reasonably apprehends that any of the events mentioned above may occur in relation to the Supplier and notifies the Supplier accordingly.

15.3 Termination, for the avoidance of doubt, of these Conditions for whatever reason shall be without prejudice to the rights and remedies of either party which may have accrued on or before the date of termination.

15.4 Upon termination of these Conditions, the provisions of clauses 12, 17 and 18 shall apply.

16 ASSIGNMENT



16.1 The Supplier shall not assign, transfer, sub-contract, delegate or in any other manner make over to any third party the benefit and/or burden of these Conditions without Cardwave's prior written consent.

17 INTELLECTUAL PROPERTY RIGHTS

17.1 Intellectual Property Rights owned by the Supplier at the Effective Date shall continue to vest in and remain the sole property of the Supplier. Intellectual Property Rights owned by Cardwave at the Effective Date shall continue to vest in and remain the sole property of Cardwave. Intellectual Property Rights created by or on behalf of either party in respect of these Conditions at any time after the Commencement Date shall vest in and shall continue to vest in and remain the sole property of Cardwave.

17.2 The Supplier shall ensure that any Intellectual Property Rights arising out of or relating to work done by all personnel performing the Services will vest or will be caused to vest in Cardwave and that such personnel will have no title, right or interest whether legal or beneficial in any such Intellectual Property Rights.

18 CONFIDENTIALITY AND DATA PROTECTION

18.1 To the extent that any data or information belonging to Cardwave is personal data within the meaning of the UK Data Protection Act 1998 ("Act") and other relevant international Data Protection legislation, the Supplier warrants that it will:

18.1.1 Process such data, information and Sensitive Personal Data only in accordance with the provisions of the Act and Cardwave's instructions;

18.1.2 Not transmit such data originating or processed within European Economic Area to a country or territory outside the European Economic Area without Cardwave's express, written consent; and

18.1.3 Take such technical or organisational measures against unauthorised or unlawful processing of such data, information and Sensitive Personal Data and against accidental loss or destruction of, or damage to, such data and information as are appropriate to Cardwave as Data Controller (as defined in section 1(1) of the Act).

18.2 Cardwave may disclose information concerning the products, services and / or technologies for the purpose of discussions and evaluation of a potential or existing business relationship between the parties.

18.3 Both parties agree to treat as secret and confidential and shall not at any time or for any reason, disclose or permit to be disclosed to any person or persons or otherwise make use of or permit to be made use of, any Confidential Information without the prior written consent of the other.

18.4 The Supplier may only disclose Confidential Information to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Supplier's obligations to Cardwave and shall ensure that such employees, agents or sub-contractors are subject to the same obligations of confidentiality as bind the Supplier.

18.5 The obligation of confidentiality referred to in this clause 18, shall not apply to any information which:

18.5.1 Is in the possession of and is at the free disposal of the Receiving Party or is published or is otherwise in the public domain prior to the receipt of such Confidential Information or other information by the Receiving Party; or

18.5.2 Is or becomes publicly available on a non-confidential basis through no fault of the Receiving Party; or

18.5.3 The Receiving Party is required to disclose by law or applicable regulation.

18.6 In the absence of any prior written consent from Cardwave to the contrary, the Supplier warrants that it shall permanently destroy the original, and all copies of any personal data, Sensitive Personal Data and Confidential Information which it obtains either directly or indirectly during the course of business in relation to these Conditions.



19 WARRANTIES AND REPRESENTATIONS IN RESPECT OF GOODS

19.1 Cardwave may inspect and test all products and services and all materials, equipment and facilities utilised by the Supplier in producing products or providing services for Cardwave or its customers.

19.2 The Supplier will maintain an inspection and testing system for the same that is acceptable to Cardwave and will keep records of all inspection and testing data and, with respect to products, samples of each lot shipped, for two (2) years after delivery. Unless otherwise agreed by Cardwave in writing, The Supplier will deliver to Cardwave a certificate of analysis as to specifications approved by Cardwave with respect to each product.

19.3 The Supplier warrants and represents that all Goods supplied shall be as safe as persons generally are entitled to expect in all the circumstances and that appropriate quality control and testing will have been carried out on the Goods.

19.4 The Supplier further warrants and represents that the design, construction, quality, packaging and labelling of the Goods shall comply in all respects with the relevant requirements of all laws and any requirements specified by Cardwave.

19.5 Product Liability, Recall, and Insurance. The Supplier will indemnify Cardwave and save Cardwave harmless from and against any and all suits, claims, expenses, costs and damages resulting from, growing out of, or incurred by the sale or recall, distribution or use of any of such goods, and will defend at the Supplier's own expense on behalf of Cardwave any and all such suits and claims. However, Cardwave may, at its election, defend any and all such suits and claims at the expense of the Supplier, the Supplier will reimburse Cardwave for such expense.

19.6 Cardwave will return products which do not meet the expected quality or agreed requirements of the product supplied for a reasonable period of time which would be a minimum of 12 months.

19.7 Cardwave may, at its option, request either: (1) repair or replacement of the Product with a new Product of equal or greater capacity, or another equivalent product; or (2) a refund at the current market value of the Product at the time the warranty claim is made if repair or replacement of the Product is considered not suitable.

19.8 Any replacement products or services also will be subject to the above warranties and warranty period. The warranty period for repaired products will be extended to account for the time lapsed until the repair was completed. If the Supplier does not replace, repair or re-perform, as applicable, within a reasonable time after notice, Cardwave may do so at the Supplier's expense.

19.9 Any rights or remedies of Cardwave set forth in the Purchase Agreement are not exclusive and Cardwave also has all rights and remedies available under applicable law.

20 BENCHMARKING

20.1 Cardwave reserves the right to benchmark the ongoing competitiveness of the supply of Goods and Services delivered by the Supplier throughout the term of these Conditions. In conducting any benchmarking, the parties agree that comparisons shall be made with similar goods and services.

20.2 If the benchmarking shows that the Suppliers price or the commercial arrangement at that time is uncompetitive, Cardwave shall share the findings with the Supplier and the parties shall meet with a view to agreeing a new pricing structure.

21 ANTI-BRIBERY



21.1 The Supplier, (which for purposes of this clause shall include all of the Supplier's employees, agents, representatives, affiliates and any person who performs Services on behalf of the Supplier) agrees with Cardwave that it will not, in connection with the Goods and/or Services to be supplied under this Agreement, bribe, or attempt to bribe (which shall include without limitation, any offer of any form of payment, gift or other form of inducement, reward or advantage (whether of money or anything of value)) Cardwave, any public or government officials or employees, public international organisations, political parties, or private individuals or other entities ("Relevant Party").

21.2 The Supplier represents and warrants to Cardwave that it has not, prior to the date of this Agreement, bribed or attempted to bribe any Relevant Party in order to secure any business from Cardwave whether in connection with this Agreement or otherwise.

21.3 The Supplier acknowledges and agrees on behalf of all of the Supplier's employees, agents, representatives, affiliates and any person who performs services on behalf of the Supplier, that it is familiar with and will abide by the anti-bribery and anti-money laundering laws in all the countries in which it is incorporated or established and in which it does business.

21.4 The Supplier agrees that it will not take or knowingly permit any action to be taken that would cause Cardwave to be in violation of any applicable anti-bribery or anti-money laundering laws.

21.5 The Supplier agrees that its books, records and all accounts shall accurately reflect any and all payments in respect of transactions of the Supplier whether under this Agreement or otherwise, and Cardwave (and Cardwave's authorised representatives) shall have the right to inspect and audit the Supplier's books, records and accounts at any time on prior written notice.

21.6 If the Supplier discovers that it has or may have violated any of the provisions in this clause 21, the Supplier shall immediately notify Cardwave and cooperate with any investigations by Cardwave into such matters.

21.7 Without prejudice to the generality of clauses 21.1 to 21.6 inclusive, the Supplier covenants with Cardwave to establish and at all times maintain and implement such anti-bribery policies and procedures as may be required to ensure that it prevents bribery or attempted bribery taking place on the Supplier's behalf.

21.8 The Supplier agrees that in addition to Cardwave's termination rights set out elsewhere in this Agreement, Cardwave may immediately terminate this Agreement in the event of a breach of this clause 21 by the Supplier.

21.9 Without prejudice to Cardwave's rights to be indemnified elsewhere under this Agreement, Cardwave shall not be required to make any payments to the Supplier that might otherwise be due from Cardwave if such payments are related to a transaction in connection with which the Supplier has breached this clause 21.

22 WAIVER

22.1 If either party delays, forgets or chooses not to enforce their rights under these Conditions (including under any Order) it shall not affect their rights to do so at a later date.

23 NOTICES

23.1 Any notice or other document to be given under these Conditions shall be in writing and shall be deemed to have been duly given if left at or sent by:

23.1.1 First class post; or

23.1.2 Registered post: or

23.1.3 Email companysecretary@cardwave.com

To the CEO or Company Secretary at the UK registered address or relevant e-mail as stated above or such other contact address which may from time to time be designated by written notice to the other.

23.2 Any notice or other document shall be deemed to have been received by the addressee two Business Days, following the date of despatch for postal within the UK of the notice or other document is sent by hand or e-mail. If



sent from another country by post the document will be deemed received 5 days after postage. To prove the giving of a notice or other document it shall be sufficient to show that it was despatched.

23.3 Any notice served on Cardwave shall be addressed for the attention of the Company Secretary.

24 PUBLICITY

24.1 The Supplier shall not advertise or make reference to its relationship with Cardwave except by means of advertising material first approved in writing by Cardwave.

24.1 Cardwave shall not advertise or make reference to its relationship with the Supplier except by agreement in writing.

25 NON-DISCRIMINATION

25.1 During the performance of any contract with Cardwave the Supplier shall comply fully with the Equality Act 2010 with particular reference to non-discrimination in employment.

26 DISPUTE RESOLUTION AND ESCALATION PROCEDURE

26.1 Any disputes arising in connection with these Conditions that cannot be resolved will be referred to the Company Secretaries or equivalent of each party. If a dispute cannot be resolved within 10 Business Days of such referral then it shall be referred to the respective Chief Executive Officers (the "CEOs") of Cardwave and the Supplier. Should the CEO's not be able to resolve the matter within 30 Business Days' such referral, the matter may be referred to the Centre for Dispute Resolution ("CEDR"). If the matter is referred to the CEDR, all negotiations connected with the dispute will be conducted in confidence and without prejudice to the rights of the parties in any further proceedings and if the parties reach agreement on the resolution of the dispute the agreement will be put in writing and once signed by the parties will be binding on them. The costs of any use of CEDR shall be borne equally between the parties. Should the CEDR not resolve the dispute to the satisfaction of both parties within 90 days of the dispute arising, then either party shall be entitled to resolve the matter through litigation.

26.2 This clause 25 is without prejudice to either party's rights or remedies provided by law, under these Conditions or otherwise including the right to seek injunctive relief or otherwise commence legal proceedings at any time.

27 SEVERANCE

27.1 If any provision of these Conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent that it shall be deemed severable and the remaining provisions of the Conditions and the remainder of such provision shall continue in full force and effect.

28 FORCE MAJEURE

28.1 The Supplier shall not be liable for any failure in the performance of any of its obligations under these Conditions if such failure results from circumstances, which could not have been reasonably foreseen and which are beyond the Supplier's reasonable control, including those set out below. Cardwave reserves the right, at its sole option, to:

28.1.1 Defer the date of delivery; or

28.1.2 Cancel the contract or Order; or

28.1.3 Reduce the volume of the Goods ordered,

if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Supplier including, without limitation, acts of God, government actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

29 THIRD PARTIES

29.1 A person who is not a party to these Conditions shall not have any rights under or in connection with it under any relevant legislation.

30 AMENDMENTS

30.1 These Conditions shall not be amended, modified, varied or supplemented except as agreed in writing signed by duly authorised representatives of the parties

31 GOVERNING LAW

31.1 These Conditions shall be governed and construed and have effect in all respects in accordance with English Law.

31.2 The courts of England shall have exclusive jurisdiction over any proceedings arising out of or in connection with these Conditions.

32 NO PARTNERSHIP OR AGENCY

32.1 Nothing in these Conditions is intended to, or shall operate to create a partnership between the parties or to authorise either party to act as an agent for the other.