

GENERAL TERMS AND CONDITIONS OF SALE

(May 2022)

ARTICLE 1 - APPLICATION - ENFORCEABILITY

Any order placed with Ingenico (UK) Limited ("Ingenico") for the supply of equipment (including software programs, accessories, spare parts and consumables) and/or services, with a view to their use by the party issuing an order form (the Client) or its final client (the User) shall automatically give rise to the Client's full and unconditional acceptance of these terms. The Client declares that it has read and accepts these conditions, notwithstanding any conflicting stipulations contained in its standard terms of purchase or in any other documents or terms – regardless of the timing and the medium – which will be unenforceable against Ingenico, unless otherwise expressly agreed in writing by it. In addition, the Client covenants to make these terms enforceable against the User.

If Ingenico does not rely on any one of these terms at any given time, this cannot be construed as a waiver to do so at a later date. In the event that one of the clauses of this document or part of any clause is declared void, non-written, unenforceable or inapplicable, said clause or parts of said clause shall be deemed non-written, but cannot affect the validity of these terms in their entirety, except in the case of a clause or part of any clause that is decisive for one of the parties. In this case, the parties shall be obliged to negotiate in good faith with a view to replacing this clause or part of this clause with a valid clause reflecting the parties' initial intention. No party other than Ingenico and the Client has any right pursuant to an order placed with Ingenico and this exclusion includes without limitation any User.

ARTICLE 2 - ORDERS

Ingenico's offers are valid during thirty (30) days from the date of their issuance, unless otherwise stipulated in writing by Ingenico.

Orders must be made in writing and cannot be cancelled or modified by the Client after the date on which they are sent to Ingenico, without the latter's prior written consent.

Orders are not considered as accepted by Ingenico until the latter has approved them in writing, or if the order in question has been fulfilled. Ingenico reserves the right not to accept an order, in particular if there is a dispute with the Client concerning the payment for a previous order.

Ingenico reserves the right to make to the equipment ordered any improvements, technical modifications or modifications to presentation that it deems useful between the order date and the Delivery date.

ARTICLE 3 - TIME LIMITS

Unless otherwise expressly indicated in writing by Ingenico, time limits must always be considered as purely indicative. Delivery or intervention delays cannot justify the order's cancellation (unless Ingenico has not performed its obligations thirty (30) days after the notice sent by the Client by registered mail with return receipt, gone unheeded, and unless, at the expiry of this time limit, the Client confirms the cancellation in writing), nor can it give rise to the payment of penalties and/or damages. Even in the case of written acceptance of firm time limits, Ingenico, regardless of the circumstances, shall be automatically released from any commitments concerning time limits in the following cases:

- Unforeseeable technical problems, failure to perform by Ingenico's suppliers, failure to perform by the carrier, force majeure, inaccurate or lack of information provided by the Client,
- Time limit deferred at the request of the Client, or
- Delays associated with customs formalities.

ARTICLE 4 - PACKAGING AND TRANSPORT

Packages are prepared by Ingenico, unless otherwise indicated in writing by it. Any specific or additional packaging requested by the Client shall be invoiced to the latter at the price in force on the order date. Packages will not be taken back by Ingenico. Regardless of the circumstances, it is the Client's responsibility to check to ensure the good condition of the packaging and the content of the packages at the time of delivery and, if necessary, to express to the carrier any reasoned reservations it has, if applicable, concerning visible damages and/or missing items, within the time limits and in the manner stipulated by law. The Client further covenants to send a copy of these reservations to Ingenico, by registered mail with return receipt. Otherwise, complaints will not be accepted.

ARTICLE 5 - STORAGE - DELIVERY - RISKS

Unless otherwise stipulated in writing by Ingenico, Ingenico shall deliver the equipment Ex-Works, Dalgety Bay, U.K. (2020 Incoterms): the equipment shall be deemed delivered to the Client or User at the time it is delivered at the place designated for this purpose by Ingenico save that the Client and/or User shall be responsible for the offloading of the equipment (the Delivery). All risks are transferred to the Client as of Delivery. The Client covenants to take out the insurance needed to cover the risks from Delivery until the transfer of ownership (Article 7). Ingenico can, at its choice, deliver a single order's items on one or on more than one occasion.

Any storage of the equipment on Ingenico's premises or on the premises of a third-party designated by the latter, after Delivery, shall entitle Ingenico to invoice the Client for the corresponding expenses. If storage exceeds three (3) months, Ingenico shall be entitled to either dispatch the equipment to the Client at the latter's expense, or to enforce its rights for the Client's breach of its obligations.

In the absence of written, reasoned reservations expressed by the Client within eight (8) days following the Delivery of equipment or the service, the equipment and the service shall be considered as conforming to the order, without prejudice to the Client's rights under the warranty.

ARTICLE 6 - INSTALLATION - USE - SIMS

The installation of equipment is not performed by Ingenico, unless otherwise stipulated in writing by Ingenico. Under no circumstances shall Ingenico be responsible for the preparation of the environment necessary to the installation and smooth functioning of the equipment (notably, electricity connection, and the installation, integration and maintenance of software programs). In addition, Ingenico shall not be responsible for the performance of any required administrative formalities. The Client shall, under its responsibility, carry out all measures and sign at its expense any subscription contracts needed to use all or some of the equipment. The Client covenants to use and to ensure that the User treats the equipment respectfully, in accordance with Ingenico's instructions, and to take all measures to ensure the protection and preservation of its data stored on the equipment. The Client shall conform to domestic standards and regulations in force, in particular, to applicable banking standards and all applicable terms and conditions relating to the equipment including, without limitation, terms and conditions of any applicable SIM provider.

Any SIM provided by Ingenico, must be used solely on the equipment, and for the purpose for which the equipment is supplied by Ingenico pursuant to these terms. The Client shall indemnify and hold harmless Ingenico and/or any member in the group of companies to which Ingenico belongs in respect of all losses, damages, costs, and expenses, suffered by any of them as a result of any use of the SIM which is not in accordance with these terms and/or the provisions of any third party telecommunication terms, or other laws, which are applicable to the SIM.

Ingenico may immediately, without notice, disable or suspend the SIM at any time, including without limitation for any suspected misuse by the Client and/or the end User and/or any third party of the SIM. Ingenico shall have no liability in the event that it disables or suspends the SIM as aforesaid.

Ingenico may charge the Client for all and any use made of the SIM, whether in accordance with these terms or otherwise.

Ingenico has no liability for any failure or malfunction or degradation, of, to, and in, the SIM, but may replace a non-functioning SIM upon request from the Client. Ingenico has no liability for any failure of, or degradation to or in, any telecommunications network.

The Client shall procure that its User and/or end user and/or any third party shall comply with the above provisions in relation to the SIM. The Client shall indemnify and hold harmless Ingenico and/or any member in the group of companies to which Ingenico belongs in respect of all losses, damages, costs, and expenses, suffered by any of them as a result of any breach by the User and/or end user and/or any third party of the above provisions in relation to the SIM.

ARTICLE 7 - RETENTION OF TITLE

Title in the equipment shall not pass to the Client until Ingenico has received payment in full (in cash or cleared funds) for: (a) the equipment; and (b) any other sums which are or which become due to Ingenico for sales of the equipment or any further sales of equipment to the Client.

Until title in the equipment has passed to the client, the Client shall:

hold the equipment on a fiduciary basis as Ingenico's bailee; store the equipment separately from all other equipment held by the Client so that it remains readily identifiable as Ingenico's property;

not remove, deface or obscure any identifying mark or packaging relating to the equipment;

maintain the equipment in satisfactory condition and keep it insured against all risks for its full price from the date of delivery;

notify Ingenico immediately if it becomes subject to any event or takes steps towards an event which might or does result in the appointment of a liquidator, receiver, official receiver or a trustee in relation to any bankruptcy or sequestration proceedings or enables a creditor or encumbrancer to take possession of any assets and/or property; or fails to pay its debts in the ordinary course of business ("an Insolvency Event") and

give Ingenico such information relating to the equipment as Ingenico may require from time to time,

but the Client may resell or use the equipment in the ordinary course of its business.

If before title to the equipment passes to the Client the Client becomes subject to an Insolvency Event (including for the avoidance of doubt any steps taken towards an Insolvency Event), or Ingenico reasonably believes that any such event is about to happen and notifies the Client accordingly, then, provided the equipment has not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy Ingenico may have, Ingenico may at any time require the Client at the Client's expense to deliver up the equipment and, if the Client fails to do so promptly, enter into any premises of the Client or any third party's premises where the equipment is stored in order to recover it.

ARTICLE 8 - PRICES

Unless otherwise indicated in writing by Ingenico, the prices indicated by Ingenico are expressed Ex-Works, Dalgety Bay, U.K. (2020 Incoterms). Ingenico can revise its prices or its rates in force, at any time and without notice.

Unless otherwise indicated in writing by Ingenico, the prices appearing in its offers or estimates are valid for thirty (30) days from their issue date and do not include packaging or any transport, insurance or installation expenses. The prices do not include tax. The applicable taxes are those in force at the time and must be paid by the Client. All expenses, fees and taxes due for the use of equipment (in particular, subscription and consumption costs) shall be borne exclusively by the Client.

ARTICLE 9 - PAYMENT

Invoices are issued as of the equipment's Delivery date or as of the rendering of the services. Unless otherwise indicated in writing by Ingenico, invoices are payable, without withholding deduction or set off, thirty (30) days from the invoice date; payment shall be made at Ingenico's order, in Pounds Sterling where the Client is resident in the United Kingdom or in Euros where the Client is resident outside the United Kingdom, by bank transfer. Payment can only be deemed to have been made at the time of Ingenico's effective collection of the price.

If the Client defaults on any payment on the due date, all sums payable by the Client to Ingenico shall become immediately payable on demand.

Ingenico reserves the right at any time to demand an advance or a cash payment prior to filling an order, in particular, if Ingenico has noted a payment incident, if the result of the financial investigation on the Client is unfavourable, or if a factoring company refuses to process the Client's invoices.

If the invoice has not been paid by the date indicated on said invoice, the amounts due shall be increased by interest at the rate of four percent above the Bank of England base rate, from the day following the payment date indicated on the invoice, until payment has actually been made and Ingenico's costs of recovery on an indemnity basis; the interest and costs of recovery shall be payable upon receipt of the demand sent by Ingenico. In addition, Ingenico shall automatically have the right to suspend its deliveries and the rendering of its services and/or to cancel the sale in the conditions stipulated in Article 13 hereof.

Under no circumstances can the Client rely on defects of the equipment to suspend its payment obligation.

ARTICLE 10 - CONFIDENTIALITY AND DATA PROTECTION

The documents of any type submitted by Ingenico (including studies, plans and drawings) shall remain its property. These documents cannot be communicated to third parties or reproduced without Ingenico's express prior written consent. The Client covenants, including after the end of the order, not to disclose the business secrets and confidential information that have been communicated to it by Ingenico or of which it became aware during its relationship with Ingenico. Ingenico shall have the right in the course of its business to refer to the existence of its relationship with the Client.

The Parties shall each comply with all applicable data protection legislation including without limitation the General Data Protection Regulation 2016/679 ("GDPR") as may be amended from time to time. Should Ingenico be considered as a Processor (as defined in GDPR) in the course of provision of services to the Client then the Ingenico Data Processing Conditions shall apply, these can be found at: <https://ingenico.com/en/legal/terms-and-conditions-uk>

ARTICLE 11 - CONTRACTUAL WARRANTY

The warranties in this Article 11 are given in lieu of and to the extent permissible by law to the exclusion of all warranties expressed or implied by law including as to satisfactory quality, fitness for purpose and conformance with description or sample.

11.1.) Unless otherwise stipulated in writing by Ingenico:

• new equipment (excluding consumables and accessories) is covered by a warranty by Ingenico, for parts and labour (excluding travel) against any manufacturing defect for a period of twelve (12) months from the date of Delivery to the Client or User;

• new accessories are covered by an Ingenico warranty against any manufacturing defect in the same conditions as the equipment, for a period of three (3) months from Delivery of the accessory to the Client or User.

b) Equipment having been the subject of a standard repair or exchange during the aforementioned warranty period is covered by a warranty (parts and labour) by Ingenico, up to the later of these two dates: expiry of the warranty period referred to in Article 11.1 a) above, or three (3) months from Ingenico's intervention.

11.2. Any defective equipment under contractual warranty shall be replaced or repaired free of charge, based on Ingenico's preference (to the exclusion of the reparation of any other loss). The work necessary to the application of the warranty shall take place on Ingenico's premises, and the equipment's dispatching and insurance (round-trip) expenses shall be paid for by the Client.

11.3. The warranty applies in normal conditions of use. The Client shall be obliged – at its expense and prior to the intervention – to prepare for the intervention and to make a backup of the data contained in the equipment, which may be deleted during the intervention. Accordingly, Ingenico shall not be responsible for the loss and/or damages caused by these data and shall not reinstall these on the equipment. Ingenico shall not accept any returns that it has not authorised beforehand.

Ingenico can at its choice repair the equipment using new parts or repaired parts, or replace the equipment with new equipment or, in any case, in good operating condition. The defective items replaced shall become Ingenico's property.

The period of time for repairing the equipment and keeping it out of service during the warranty period cannot give rise to an extension of the warranty period referred to in Article 11.1 above, save for mandatory laws to the contrary.

11.4. The following are excluded from the warranty:

- Breakdowns or malfunctions due to a failure to follow installation and usage instructions, a cause unrelated to the equipment (including, impact, lightning, fire, vandalism, malicious acts, or damages of any type, contact with miscellaneous liquids or any harmful agent, or inappropriate electrical voltage), modifications of the equipment made without Ingenico's written consent, failure to perform standard maintenance, such as described in the documentation delivered with the equipment, or a lack of care, or storage or environmental conditions that are unfit for the equipment (in particular, those associated with temperature and humidity conditions, the effects of variations of electrical voltage, and parasites from the electricity network or the ground) or else, a repair, an intervention (opening or attempted opening of the equipment) or maintenance performed by persons not authorised by Ingenico;
- Damages resulting from insufficient packaging and/or improper packaging of the equipment re-dispatched to Ingenico;

- Normal wear and tear of the equipment, as well as wear and tear of the accessories;

- Communications problems associated with an unfavourable environment, in particular:
 - problems associated with access and/or connection to the Internet, such as interruptions of access networks, or failure of the subscriber's line or that of its correspondent,
 - a transmission failure (bad geographic coverage by radio transmitters, interference, jamming, breakdown or bad quality of telephone lines),
 - a problem specific to the local network (cabling, file server, user workstations), and/or a problem involving the transmission network (jamming, malfunction or bad quality of the network),
 - a change to the cellular network's parameters, occurring after the sale of the equipment.

- The supply of new software versions;

- Standard operating work; delivery, installation or exchange of consumables;
- Work on a piece of equipment modified or added without Ingenico's consent;
- Problems following the use of products or accessories that are not compatible with the equipment;

- Equipment returned to Ingenico without Ingenico's prior consent;

- The opening or closing of a SIM operator's stick and the work following the non-functioning of the piece of equipment resulting from the opening or closing of the SIM operator's stick, carried out without the consent of the original operator;

- Defects resulting from equipment provided or chosen by the Client or the User or from a design imposed by them.

11.5. In the case of exclusion of the warranty, as well as at the expiry of the warranty period, all repairs will be charged at the applicable rate to be notified by Ingenico. The repair and dispatching (round-trip) expenses shall be invoiced to the Client in addition.

ARTICLE 12 - SUPPLY WARRANTY

Ingenico covenants to supply – at a price to be agreed between the parties – to the Client or to the User, any spare part or replacement part, or equipment having functionalities that are equivalent or superior to those delivered pursuant to the order, for a period of at least five (5) years from the date of the order form issued by the Client.

ARTICLE 13 - CANCELLATION OF THE ORDER

If the Client breaches one of its obligations under an order, in particular, if it fails to make payment of the price by the agreed due date, and fifteen (15) days after notice sent by registered mail with return receipt, gone unheeded, and subject to applicable laws, in the case of amicable liquidation, the order shall be rescinded – automatically and without legal intervention – if Ingenico so wishes, without compensation due to the Client. The Client shall be obliged to return, at its expense, the equipment delivered and unpaid, in good condition in terms of maintenance and operation, to any place indicated by Ingenico, or to pay Ingenico, upon request by the latter, damages valued at the price of the equipment on the date of the sale, if the equipment cannot be returned. This clause does not preclude Ingenico's right to request additional damages as reparation for the loss sustained.

ARTICLE 14 - INTELLECTUAL PROPERTY

The Client acknowledges that, unless otherwise stipulated by Ingenico, all of the intellectual and industrial property rights concerning the equipment sold and the services rendered (including without limitation, studies, plans and software programs) are and shall remain the absolute property of Ingenico (or, if applicable, of the third-party holding these rights).

In particular, and unless otherwise agreed by the parties, Ingenico only grants the Client the right to execute the software programs developed by Ingenico, whether or not these are integrated in the equipment sold, on the equipment and in the territory in which the equipment is supplied by Ingenico (the "Territory"). This license is granted on a non-exclusive, non-transferable basis and is limited to the Territory, for a period of time equal to the duration of the use of the corresponding equipment. The Client only holds the right to reproduce – on a permanent or provisional basis – said software programs, solely for the purposes of loading, displaying, execution, transmission or storage strictly in connection to use of the equipment for the purpose for which it is supplied and it is understood that the Client shall be entitled to make a single copy (backup copy) of said software programs on CD-ROMs or on any other medium exclusively for backup purposes. The Client covenants not to copy, disassemble, translate, adapt, modify or decompile all or part of said software programs, except to the extent permitted by law. The Client is authorised to grant the User a non-transferable sublicense entitling the latter to execute said software programs to enable it to use the equipment for the purposes for which it is supplied in the Territory. This sublicense shall be granted strictly in the same conditions as the license hereby granted by Ingenico to the Client.

The brand names under which the equipment is sold cannot be used by the Client, other than to identify the equipment. The Client must not alter or remove the equipment's signs of identification. The Client must not register in its name or cause to be registered the "Ingenico" trademark or any other trademark or any distinctive sign belonging to Ingenico or that could potentially be confused with those of Ingenico, as trademark, company name or trade name.

Ingenico shall be entitled to refer to the existence of its contractual relationship with the Client within the scope of its activities.

ARTICLE 15 - LIABILITY

With the exception of mandatory laws, if Ingenico's liability is recognised by a judicial decision that has become final for a breach of one of its contractual obligations, Ingenico's total and accumulated liability, regardless of the cause, shall in each year be limited to the amount paid by the Client to Ingenico for the order in question in such year.

Under no circumstances can Ingenico be bound vis-à-vis the Client for the reparation of any special, consequential or indirect losses or of punitive damages. The parties have expressly agreed on the following non-exhaustive list of losses for which Ingenico is not liable due to the fact that Ingenico does not participate in the economic gains made using the equipment and that the Client has the ability in every case to use alternative equipment in the case of any loss of use: lost turnover, lost profits, lost contracts or lost orders, loss of image, lost data, lost earnings, as well as any commercial or financial loss.

The Client is responsible for complying, at its expense, with all laws and regulations in force, in the country of use or delivery concerning the equipment.

Nothing in these terms will operate to exclude or restrict any liability which cannot be excluded or restricted by applicable law.

ARTICLE 16 - FORCE MAJEURE

In case of the occurrence of a force majeure event (being an event or occurrence outside the reasonable control of a party including without limitation: any governmental decision, strike, riot, war, import prohibition, flood or any fire), the party concerned must inform the other party, by registered mail with acknowledgment of receipt, within fifteen (15) days following the occurrence of this event. The parties' obligations shall be suspended for the entire duration of the force majeure event, without compensation. If the force majeure event continues for more than three (3) months, the contract in question can be rescinded, automatically and without compensation, by either party. Force majeure does not excuse non-payment.

ARTICLE 17 - GOVERNING LAW

These terms shall be governed solely by English law. The provisions of the Vienna Convention on the International Sale of Goods are excluded (except as regards choice of law provisions).

ARTICLE 18 - COMPETENT COURTS

SAVE FOR MANDATORY LAWS TO THE CONTRARY, EXCLUSIVE JURISDICTION IS GRANTED TO THE ENGLISH COURTS TO RESOLVE ANY DISPUTES CONCERNING THESE TERMS OR THE ORDERS GOVERNED BY THEM, SHOULD THE PARTIES FAIL TO REACH AN AMICABLE AGREEMENT TO SAID DISPUTE.

ARTICLE 19 - DISPOSAL OF EQUIPMENT AT END OF LIFE

The Client shall be responsible for returning or procuring the return to Ingenico of all equipment at its end of life for safe environmental disposal. The Client shall apply to Ingenico for a return materials authorisation and pay any applicable disposal charge.