

1. VALIDITY

1.1. These General Terms and Conditions of Purchase (T&Cs or terms and conditions) shall apply exclusively for current and future deliveries and services to *paysafecard.com Wertkarten GmbH* (hereinafter *paysafecard*), unless agreed otherwise in writing or specified in the orders, and unless contractual agreements between *paysafecard* and the contractor are already in place. Even if individual provisions are invalid, this shall not affect the remaining content of these terms and conditions. The contractor's general terms and conditions do not apply.

1.2. By accepting the order, the contractor agrees to be bound by these T&Cs. Such acceptance of the T&Cs shall always apply to all the terms and conditions and never partially. If *paysafecard*'s order is confirmed by the contractor by derogation from these terms and conditions, these T&Cs shall still be deemed as having been stipulated, unless *paysafecard* expressly agrees to the contractor's terms and conditions in writing. These terms and conditions shall apply to all current and future transactions, even if no express reference is made to these terms and conditions during the entire business relationship with the contractor.

1.3. In all correspondence concerning an individual order, the relevant order numbers must be mentioned or the letter shall be deemed as not received in case of doubt.

1.4. Any offers, quotations and cost estimates made to *paysafecard* are free of charge regardless of the preliminary work required.

2. OFFER

2.1. In their offer, providers must adhere exactly to any request made previously and explicitly point out any deviations. The offer shall be made free of charge and on the basis of these T&Cs, and shall in no way entail any obligations for *paysafecard*.

3. ORDERING

3.1. Only written (including fax, e-mail) orders shall be valid. Contractual changes shall only be effective when confirmed in writing by *paysafecard*.

3.2. Samples, models, drawings, sketches and **other aids** provided by *paysafecard* shall remain the intellectual property of *paysafecard*. These documents may only be used to fulfil orders from *paysafecard* and shall not be made accessible or given to external third parties. These must be returned to *paysafecard* without charge following delivery of the order.

4. ORDER CONFIRMATION

4.1. The order must be confirmed to *paysafecard* in writing within 10 (ten) working days of receipt, or *paysafecard* shall be entitled to revoke the order.

5. DELIVERY

5.1. The stipulated delivery date must be marked on the order and shall be calculated from the date of the written order. As soon as the contractor can assume that they will not be able to fulfil their contractual obligations, or cannot do so promptly, they must notify *paysafecard* of this immediately stating the reasons and the anticipated delay. If the delivery is not made by the deadline, or in the event of an incorrect or incomplete delivery, *paysafecard* may assert its legal rights without consideration of any extensions provided for therein.

5.2. For deliveries made before the stipulated delivery date, which are subject to the consent of *paysafecard*, the associated periods shall only begin from the date originally agreed. Any partial deliveries not agreed and deliveries made for cash-on-delivery may be rejected by *paysafecard*.

5.3. Deliveries shall always be made free of charge for *paysafecard* and at the expense and at the risk of the contractor to the place of use or installation specified by *paysafecard* (DDP INCOTERMS 2010), unless agreed otherwise. Deliveries without the relevant dispatch documentation shall not be accepted as fulfilment of the order or processed further, but shall be stored at the risk and expense of the contractor.

5.4. The items delivered must be handed to persons authorised by *paysafecard* to receive the goods at the specified location. The arrival of the goods shall not automatically constitute acceptance thereof. Confirmation of acceptance by an employee upon taking receipt of the goods shall not constitute a declaration by *paysafecard* that the goods are free of defects. Acceptance or confirmation of proper fulfilment shall be given by separate written confirmation. If this written confirmation or any objection is not made within 4 (four) weeks of receipt of the goods, the contract shall be deemed to have been duly fulfilled from that time, subject to any defects or defects of title.

5.5. Unless agreed otherwise, the goods must be insured by the contractor against all transport risks at their own cost.

5.6. A dispatch note stating the order number and the order item must be enclosed with every delivery. The invoice must be sent to

paysafecard at the same time as dispatching the goods.

6. TRANSFER OF RISK

6.1. The risk shall only be transferred to paysafecard once it confirms acceptance and fulfilment of the order in writing. If this written confirmation is not given within 4 (four) weeks of receipt of the goods, the risk shall be transferred to paysafecard automatically upon expiry of the fourth week.

7. PACKAGING; DISPATCH

7.1. Deliveries must be made with appropriate packaging according to their nature and as appropriate for transport. Any losses resulting from non-compliance with such instructions shall be borne by the contractor. The contractor must ensure that the packaging of the goods to be delivered is released or disposed of in accordance with the ARA system and that paysafecard does not incur any charge for this. Any reusable packaging used shall be at the expense of the contractor who must arrange for the return transportation of this shipping material at their own expense.

8. WARRANTY AND GUARANTEE

8.1. The contractor shall warrant that the delivery item or the service to be rendered has the quality generally assumed (state-of-the-art) and agreed, specifically in the order, and that the performance corresponds to any sample, specimen or any description given in every respect and that it is free of third party rights. The warranty does not only include defects sustained at the time of delivery or conclusion of the contract.

8.2. The performance must also correspond to the public statements made by the contractor and the manufacturer, in particular in brochures and product descriptions etc. The contractor also warrants that the performance complies with generally accepted engineering practice, applicable legal and administrative provisions, applicable safety requirements and in particular the employee protection and accident prevention regulations. The contractor's warranty also covers parts manufactured by sub-contractors.

8.3. If the performance does not correspond to the quality promised by the contractor, paysafecard shall be able to choose between remedying the defect, the delivery of defect-free goods, a reduction in price to an appropriate amount, substitute performance by a third party and cancelling the contract. In all cases, an extrajudicial declaration by paysafecard will suffice.

8.4. paysafecard shall also be entitled to a price reduction, substitute performance or cancellation if paysafecard has demanded

rectification of the defect but the contractor refuses, does not do this within reasonable time, an attempt at rectification fails or if further rectification measures are unreasonable for paysafecard for other reasons.

8.5. All costs for rectification or substitution, in particular labour and material costs of any kind of transport shall be borne by the contractor. In principle, the parts rejected on the basis of the warranty/guarantee shall remain under the control of paysafecard until replacement and shall only be returned to the contractor at their expense upon replacement with defect-free parts or goods. If the defective performance is transported to the contractor or to a third party appointed by them for rectification, the contractor shall bear the risk of accidental loss and of accidental deterioration until redelivered to paysafecard.

8.6. The warranty period for goods is 2 (two) years unless agreed otherwise.

8.7. Notwithstanding other warranty claims, paysafecard shall, in urgent cases, have the right to repair at the expense of the contractor themselves or by third parties or to acquire a replacement, without being required to inform the contractor beforehand. In the event of exchange or repair, the full warranty period shall then recommence after such exchange or repair.

8.8. **Notices of defects** of any kind are made by paysafecard in good time when paysafecard notifies the defect as soon as it has been discovered in the orderly course of business. The obligation to notify defects under the Austrian Enterprise Code (UGB) is expressly excluded.

8.9. The contractor shall also be liable to paysafecard for all damage caused by them, in particular for all consequential damages, without limitation.

9. COMPENSATION AND PRODUCT LIABILITY

9.1. Unless another liability clause is agreed in these terms and conditions or individual cases in writing, the contractor shall be liable to indemnify all losses incurred directly or indirectly by paysafecard as a result of a defective, delayed and incomplete delivery, whereby a defective delivery shall also mean where goods have a defect of title.

9.2. paysafecard is not required to provide evidence of fault but merely of the actual occurrence of the loss.

9.3. The contractor shall fully indemnify and hold paysafecard harmless with regard to product liability claims attributed, even just partially, to goods delivered by them. In these

cases, the contractor must also reimburse paysafecard the costs resulting from the prevention or limitation of loss (e.g. backcharges). This also applies for recurring defects. Upon request, the contractor shall also be required to obtain insurance coverage for the above liability risk and to provide evidence of sufficient coverage.

10. PROPERTY RIGHTS

10.1. The contractor shall be liable to the effect that the supply and use of the items delivered does not infringe patents, licences or other third party property rights. Any licence fees shall be borne by the contractor. The contractor must indemnify and hold paysafecard harmless should third party property rights be infringed upon in connection with the delivery or service ordered.

10.2. If the contractor is to supply software not developed individually for paysafecard, the contractor shall grant paysafecard a transferable and non-exclusive right of use. This right of use shall not be limited in duration in cases where the payment of a lump sum has been agreed for the use of such software. For software developed specifically for paysafecard, the contractor shall grant paysafecard a transferable right of use and enjoyment for all types of use, without any time limitation. Unless agreed otherwise, the contractor must also supply the current versions of the associated documentation and of the source code for the software. Within the warranty period, the contractor undertakes to provide paysafecard with all subsequent program versions containing bug fixes (updates, upgrades) free of charge. Unless agreed otherwise in the order, hardware and software shall always constitute a single unit.

10.3. Upon payment for tools, moulds, samples, models, profiles, drawings, standards, print masters, aids and similar, property of these items shall be transferred to paysafecard. These shall only be given to the contractor for the intended use for as long as is required until fulfilment of the order.

11. PRICE AND PAYMENT TERMS; INVOICING

11.1. **Prices** stated are fixed and include all delivery and packaging costs as a net price as defined by section 11 of the VAT Act, as amended.

11.2. **Payment terms** are 30 / 60 EOM which means that invoices are due for payment at the end of the month following 30/60 days after receipt of a valid, complete and accurate invoice or the goods receipt confirmation, whichever comes later. If an invoice due date falls on a weekend or public holiday, invoices will be paid on the next working day. Notwithstanding

the foregoing, the time for payment of any of paysafecard's financial obligations under the order and these T&Cs shall not be of the essence. An invoice not issued in accordance with the agreement shall be deemed as not having been received.

11.3. **The invoice** must be sent exclusively in electronic format (as PDF in a way that the content can be processed automatically by paysafecard and digitally signed, if possible) to psc.invoices@paysafe.com pursuant to the terms set out in these T&Cs. Other than the legal provision pursuant to the VAT act, as amended, the contractor will agree the format of the invoice in advance with paysafecard, but must include on the invoice in any case the purchase order number (PO, 10-digit number starting with 45) if applicable, the item number assigned and the supplier/vendor number of paysafecard. The contractor must also mention their VAT ID number.

11.4 If payments are not made within the deadline, interest of 5% p.a. shall be payable for the outstanding amount from the end of the payment period. The claim to interest on arrears shall expire if not asserted in writing within 6 (six) weeks of receiving the invoice amount.

12. PLACE OF PERFORMANCE; JURISDICTION; APPLICABLE LAW; DISPUTES

12.1. The place of destination specified by paysafecard shall constitute the place of performance for the delivery and transfer of risk in the event of undisputed acceptance. The place of performance for payment is Vienna. If the contractor is based abroad, the legal relationship between paysafecard and the seller must be interpreted in accordance with Austrian law. The UN Purchasing Convention and all conflict of law rules are excluded in all cases.

12.2. The sole place of jurisdiction is the court in Vienna having material and local jurisdiction.