

Accenture Conditions of Purchase

Interpretation of definitions

"Accenture" means either: Accenture Services, s.r.o., a limited liability company with registered number 26449251, having its registered address at Praha 5, Bucharova 2/1281, Postal code 158 00, the Czech Republic, registered in Section C., insert 82992 of the Companies register kept by the Municipal court in Prague; or Accenture Central Europe B.V., with registered office at Gustav Mahlerplein 90, 1082MA, Amsterdam, the Netherlands, registered in the register maintained by Chamber of Commerce in Amsterdam under file No. 17162941, acting through its branch office in the Czech Republic: Accenture Central Europe B.V., organizační složka, with its registered seat at Prague 2, Jiráskovo náměstí 6, 120 00, ID No.:16188632, Tax ID No: CZ16188632, Registered in the Commercial Register maintained by the Municipal Court of Prague, Section: A, Insert No.: 7660, or Accenture Technology Solutions - Czech Republic s.r.o. registered address Praha 2, Nové Mesto, Jiráskovo náměstí1981/6, PSC 120 00, register kept by the Municipal court in Prague, in section C, insert 114401 as indicated in the Purchase Order.

"Deliverables" means the goods and or services, as the case may be, detailed in the Purchase Order.

"Intellectual Property Rights" means all intellectual and industrial property rights anywhere in the world including without limitation, any invention, patent, design or utility model rights, any copyright and trademarks, database rights, topography rights, commercial or confidential information, know how or trade secrets and any other rights of a like nature whether or not registered, and the right to apply for them.

"Purchase Order" means the attached Purchase Order requesting the supply of Deliverables.

"Specification" means the specification; description; function; or any other requirements set out in the Purchase Order and attached documents (including drawings or descriptions) and the Supplier's product documentation.

"Supplier" means the person or entity which is to provide the Deliverables pursuant to the Purchase Order.

"Conditions" mean these Accenture General Conditions of Purchase of Goods and Services.

1. Purchase Order

1.1 The Purchase Order issued by Accenture will set out the Deliverables required by Accenture, and the Supplier agrees, with the confirmation of acceptance of the Purchase Order or with the delivery of the Deliverables, whichever occurs earlier, that any Deliverables supplied under the Purchase Order shall be subject to these Conditions, EXCEPT where Accenture and the Supplier have agreed an Accenture issued agreement specific to the supply of the Deliverables, in which case the terms of such an agreement shall govern the supply of the Deliverables and shall supersede these Conditions

1.2 Subject to Clause 1.1, the parties agree that the Purchase Order together with these Conditions includes all of the terms and conditions relating to the Deliverables specified in the Purchase Order to the exclusion of any other terms and conditions relating to such Deliverables on any other purchase order, confirmation, invoice, payment slip or any other related document, and in particular, those documents issued by the Supplier.

1.3 In the event that the Supplier has to design, develop or manufacture goods specified on the Purchase Order specifically for Accenture, the Supplier shall submit to Accenture a prototype and/or plans for approval. The Supplier must obtain written confirmation from Accenture that the prototype and/or plans have been accepted and full production of the goods can commence before commencing the work. Accenture will not be liable to reimburse any costs incurred by the supplier prior to receipt of this written confirmation.

1.4 The Supplier shall be obliged to deliver to Accenture written confirmation of the acceptance of the Purchase Order within 5 working days. Accenture shall be entitled to reject late confirmation of the Purchase Order.

2. Delivery

2.1 With regard to performance of the Purchase Order by the Supplier, time is of the essence. The Deliverables shall be delivered or performed on the date and at the place specified in the Purchase Order. The Supplier shall be obliged to immediately inform Accenture about any foreseeable delay with a delivery or performance of the Deliverables and ask Accenture for further instructions.

2.2 Unless expressly agreed otherwise the Deliverables shall be delivered during Accenture's normal business day. Delivery and any other costs associated with the supply of the Deliverables shall be at the Supplier's own expense unless otherwise stated on the Purchase Order.

2.3 Unless expressly agreed otherwise Accenture's signature given on any delivery note or other documentation presented for signature in connection with delivery of the Deliverables is evidence only of the number of packages received, and not evidence of actual quantity, quality or condition of Deliverables. Notwithstanding this provision, Accenture shall inspect the Deliverables and perform Accenture's acceptance tests without undue delay following the delivery, taking into account the nature of the Deliverables.

3. Specifications and Rejection

3.1 The Deliverables must conform in all respects with the Specifications. All goods in the Deliverables must be of sound materials, workmanship and (where the Supplier is responsible for this) design, and shall be equal in all respects to relevant samples or patterns provided by or accepted by Accenture. All services in the Deliverables shall be performed in a sound manner and be free from all defects including (to the extent that the Supplier is responsible for this) defects in design or installation.

3.2 All Deliverables must pass Accenture's acceptance tests. Accenture shall be entitled to reject all Deliverables that do not meet the provisions of Clause 3.1. If by the nature of the Deliverables any defects or any failure to conform with Clause 3.1 does not or would not become apparent (despite the carrying out of any examination) until after use, Accenture may reject the same even after a reasonable period of use

3.3 Any Deliverables rejected under Clause 3.2 must at Accenture's request be replaced or re-performed as the case may be by the Supplier at the Supplier's expense. Alternatively, Accenture may elect (at Accenture's option) to cancel the relevant Purchase Order pursuant to Clause 9 in respect of the Deliverables in question and the whole of the remainder of the Deliverables (if any) covered by the Purchase Order. All rejected Deliverables will be returned to the Supplier at the Supplier's expense.

3.4 The Deliverables shall be in accordance with any applicable Czech, EU or International standards. The Deliverables shall, at the time of delivery or performance, be in accordance with all relevant requirements of any applicable statute, statutory rule or order or other instrument having the force of law.

4. Inspection

4.1 The Supplier shall permit Accenture access to its premises at any reasonable time in order to inspect the Deliverables in the course of manufacture, provision or storage. If, as a result of such inspection, Accenture is not satisfied that the Deliverables will comply with the Purchase Order, it shall notify the Supplier in writing and the Supplier shall, as soon as possible, take all necessary steps to ensure compliance. An inspection or notification by Accenture shall not relieve the Supplier of its obligations under the Purchase Order.

5. Property and Risk

5.1 Property and risk in goods shall pass to Accenture when they are delivered in accordance with Clause 3. Such passing of property and risk shall be without prejudice to any right of rejection arising under these Conditions.

6. Prices and Payment

6.1 Prices and the currency shall be as specified in the Purchase Order.

6.2 No increase in price shall be made or accepted unless agreed in writing by Accenture.

6.3 The Supplier shall submit an invoice once the Deliverables have been delivered. Accenture shall pay the Supplier within 30 days of receipt of a correct and duly submitted invoice. The invoice must contain all information as prescribed by applicable Czech law and number (code) of the Purchase Order, otherwise it shall not be deemed correct and Accenture shall not be obliged to pay the price until the Supplier submits Accenture correct invoice.

7. Intellectual Property Rights

7.1 The Supplier warrants that neither the sale nor use of goods nor the performance of its services will infringe any Czech or foreign copyright, patent, trademark, registered design or any other Intellectual Property Rights whether or not similar to any of the foregoing.

7.2 The Supplier shall indemnify Accenture from all actions, costs, claims, demands, expenses and liabilities whatsoever resulting from any actual or alleged infringement as set out in Clause 7.1 and the Supplier shall defend or (at Accenture's option) assist in the defence of any proceedings which may be brought in that connection.

7.3 In the event of such claim or action, the Supplier shall forthwith do all things and take such action (including procuring any required licences, consents or authorisations or modifying or replacing any infringing item) without charge to Accenture as shall be necessary to prevent or remedy (without detracting from the overall functions or performance) any infringement, provided that the Supplier shall not act in any way which shall prejudice the Intellectual Property Rights of Accenture; the Supplier shall at all times act in such a way as to minimise interruption and disruption to the operation of Accenture's business.

7.4 The Intellectual Property Rights in all works of authorship created by the Supplier in the course of execution of services ("Project Materials") shall vest immediately and exclusively in Accenture. In the event that the Supplier requests and Accenture grants written consent such that the Intellectual Property Rights for specific Project Materials are not assigned to Accenture, the Supplier hereby grants to Accenture and its affiliates an irrevocable royalty free and unlimited licence to use, copy or modify the Project Materials with a right to sub-license those Project Materials to third parties.

7.5 Where applicable, the Supplier hereby waives all moral rights (as defined in the Copyright Act no. 121/2000 Coll. (as amended)) in the Project Materials supplied hereunder in so far as they relate to Accenture and agrees that it has obtained all waivers of moral rights and consents from any employee, agent, subcontractor or other third party necessary to comply with its obligations under this Clause 7.

7.6 Any drawings, specifications, data, documents, and other information provided by Accenture to the Supplier in connection with the Purchase Order and all Intellectual Property Rights therein shall remain the sole and exclusive property of Accenture and the Supplier shall at all times keep confidential all such information and return it to Accenture on demand or upon completion of the Purchase Order.

8. Liability, Warranty

8.1 The Supplier shall indemnify Accenture against any losses costs expenses and liabilities caused to Accenture whether directly or as a result of any action claim or demand of any third party by reason of any breach by the Supplier of these Conditions or of any terms and obligations implied by the Act no. 513/1991 Coll., the Commercial Code or by any other statute or statutory provision relevant to the supply of the Deliverables.

8.2 Unless expressly stated otherwise in the relevant Purchase Order, the warranty period for Deliverables shall be 2 years from the day of their acceptance by Accenture.

8.3 Any defective Deliverables must be, at Accenture's option, repaired, replaced or re-performed as the case may be by the Supplier at the Supplier's expense. Alternatively, Accenture may further elect (at Accenture's option) to cancel the relevant Purchase Order in respect of the Deliverables in question and the whole of the remainder of the Deliverables (if any) covered by the Purchase Order. All respective Deliverables will be returned to the Supplier at the Supplier's expense.

9. Cancellation

9.1 If a party is delayed or prevented from performing its obligations under the Purchase Order by circumstances beyond its reasonable control, such performance shall be suspended and if it cannot be completed within a reasonable time after the due date as specified in the Purchase Order, the Purchase Order may be cancelled by the other party.

9.2 Subject to Clause 9.1, Accenture reserves the right to cancel the whole or any part of the Purchase Order or any consignment on account thereof if the same is not completed in all respects in accordance with the instructions and Specifications specified in the Purchase Order and with the foregoing conditions, in particular with Clauses 2.1, 3.1, and 3.4, compliance with which by the Supplier is of the essence. If Accenture cancels the whole or any part of a Purchase Order or consignment it shall only be obliged to pay the Supplier in relation to such items of the Purchase Order or consignment that have been expressly accepted by it. In the event of Accenture cancelling the Purchase Order as to all or any of the goods and/or the services covered thereby, Accenture shall be entitled to purchase from a third party a like quantity of Deliverables of similar description and quality and in that event the Supplier shall be liable to reimburse to Accenture on demand all additional expenditure incurred by Accenture in connection with Accenture's said cancellation including any increase in price over that stated on the Purchase Order.

10. General

10.1 The Supplier agrees:

(a) that it shall comply, and warrant that it has complied, with the Data Protection Act no. 121/2000 Coll. (as amended), and any other applicable data protection laws and regulations (together, the "Data Protection Laws"); and

(b) that it shall not, by any act or omission, put Accenture in breach of any of the Data Protection Laws,

in connection with the Purchase Order.

10.2 Unless expressly agreed otherwise, the Supplier shall have in force and maintain at the Supplier's cost such policies of insurance with a reputable and authorised insurer as give adequate levels of insurance cover in respect of all of the Supplier's liabilities and obligations to Accenture in relation to the Purchase Order, taking into account the nature of the Deliverables and obligations of the Supplier.

10.3 All Purchase Orders and any information disclosed to the Supplier by Accenture in relation to the same is confidential and the Supplier will not divulge or disclose it to any third party without prior express consent in writing from Accenture.

10.4 The Purchase Order shall not be assigned, charged, transferred or otherwise encumbered in whole or in part by the Supplier without the prior written consent of Accenture.

10.5 The Supplier shall not be relieved of any of the Supplier's obligations under these Conditions by the appointment of a subcontractor. The Supplier shall remain primarily liable for the acts or omissions of any subcontractors it appoints.

10.6 No delay or failure by either party to exercise any of its powers, rights or remedies under these Conditions shall operate as a waiver of them.

10.7 The Supplier shall not be entitled to assign any of its claims against Accenture arisen from the purchase Order without Accenture's prior written approval.

10.8 If any part of these Conditions are found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part will be severed from the remainder of these Conditions which will continue to be valid and enforceable to the fullest extent permitted by law.

10.9 Subject to Clause 1.1, the Purchase Order contains the entire agreement between the parties and supersedes all negotiations, representations and proposals (written and oral) relating to its subject matter.

10.10 These Conditions or document made a part hereof or agreed to in connection herewith may not be amended, modified or waived in any respect whatsoever except in writing signed by the parties.

10.11 All aspects relating to the Conditions shall be subject to and interpreted in accordance with the laws of the Czech Republic, in particular the Act no. 513/1991 Coll., the Commercial Code. The parties submit to the exclusive jurisdiction of the Czech courts.

10.12 Compliance with Laws. Supplier warrants that it is in compliance with all applicable laws, regulations and standards, including but not limited to, those relating to the design, manufacture, testing, labeling, sale and transportation of the Products, and provision of the Services. Supplier and its employees shall comply at all times with all applicable laws and regulations of any jurisdiction in which Supplier acts, including without limitation the U.S. Foreign Corrupt Practices Act ("FCPA") and all other anti-bribery laws.

10.13 Accenture is committed to conducting its business free from unlawful, unethical or fraudulent activity. Suppliers must act in a manner consistent with the ethical and professional standards of Accenture set forth in the Accenture Code of Business Ethics. This includes acting in a manner consistent with Accenture's position as a signatory of the United Nations Global Compact (UNGC), respecting the Ten Principles of the UNGC. The standards of the Accenture Code of Business Ethics also include promptly reporting unlawful, fraudulent or unethical conduct. Accenture has established reporting mechanisms and prohibits retaliation or other adverse action for reporting such conduct.

A copy of the Accenture Code of Business Ethics can be found at the following address:

http://www.accenture.com/Global/About_Accenture/Corporate_Governance/CodeProgram.htm

The Ten Principles of the UNGC can be found at the following address:

<http://www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/index.html>

10.14 These Conditions became effective on 1. 1.2009.