

Terms and Conditions apply to a Purchase Order

1 Intellectual Property Representations and Warranties

- 1.1 The Vendor represents and warrants that none of the goods supplied under this Purchase Order makes any unauthorised use of, or violates any statutory entitlements attaching to, Third Party Intellectual Property Rights.
- 1.2 "Third Party Intellectual Property Rights" shall mean all rights in and in relation to all intellectual property rights subsisting in the products, services, etc., developed, being developed or proposed to be developed by a party other than the Vendor.
- 1.3 The Vendor agrees that for any goods sold under this Purchase Order which infringe upon any Third Party Intellectual Property Rights, the Vendor shall, at the written demand of **POPULAR**, (a) immediately refund to **POPULAR** the full purchase price and shipping costs incurred for such goods; and (b) indemnify **POPULAR** for all costs arising from or in relation to destroying such goods (including transport fees, administrative fees, disposal fees).
- 1.4 **POPULAR** shall not be required to obtain approval or authorisation from the Vendor in the exercise of the rights arising under Clause 1.3.
- 1.5 Nothing in Clause 1.3 prevents **POPULAR** from seeking further remedies against the Vendor as allowed under the law.

2 Indemnity

- 2.1 The Vendor shall indemnify and hold **POPULAR** and its respective directors, managers officers, employees, equity holders, members, partners, agents, solicitors, representatives, successors and assigns (collectively, the "Purchaser Indemnified Parties") harmless from and against, and pay to the Purchaser Indemnified Parties the amount of, any and all losses, liabilities, claims, obligations, deficiencies, demands, judgments, damages (including incidental and consequential damages), interests, fines, penalties, suits, actions, costs and expenses (including costs of investigation and defence and solicitors and professionals' fees and including those arising under the law) attributable or resulting from any breach of the representations and warranties made by the Vendor as of the date of the Purchase Order.

3 Set-off

- 3.1 Where the Vendor incurs any liability to **POPULAR** under this Purchase Order (including indemnified costs pursuant to Clauses 1.3 and 2.1), **POPULAR** may (without notice to the Vendor) set-off the amount of such liability against any liability of **POPULAR** to the Vendor, whether either such liability is liquidated or unliquidated, present or future, accrued or contingent.

4 Vendor's Assent to Terms

- 4.1 The Vendor's act of supplying goods pursuant to this Purchase Order (however amended, varied or substituted) shall constitute the Vendor's assent to the terms set out herein.