



UPDATE: The Adobe Purchase Order Terms & Conditions located [here](#) will supersede any previous purchase order terms and conditions, including the Purchase/Service Order Terms and Conditions below.

PURCHASE/SERVICE ORDER TERMS AND CONDITIONS

Acceptance – Agreement.

If not previously accepted by Seller, Seller's commencement of work on the services or goods subject to this purchase order or shipment of such goods, whichever occurs first, shall be deemed an effective mode of acceptance of the purchase order. Any acceptance of this purchase order is limited to the acceptance of the express terms of this purchase order. Any proposal for additional or different terms or any attempt by Seller to vary any of the terms of this offer in Seller's acceptance or otherwise is hereby objected to and rejected (even if Purchaser pays Seller based on an invoice from Seller containing additional or different terms), and for Sellers located in France without prejudice of the mandatory terms provided by Article L.441-6 of the French Commercial Code, but such proposals shall not operate as a rejection of this offer unless such changes are to the description, quantity, price, or delivery schedule of the goods or services, but shall be deemed a material alteration thereof, and this offer shall be deemed accepted by Seller without said additional or different terms. In the event that Seller's terms shall be deemed the offer, Purchaser hereby rejects such offer and proposes that a contract be formed on the basis of terms hereof and any acceptance by Seller of this counteroffer shall be limited to the express terms of this purchase order and all other terms are hereby excluded.

Termination for Convenience of Purchaser.

Purchaser reserves the right to terminate this purchase order or any part hereof for its sole convenience; provided that if Seller is located in Italy this limitation shall only apply if this is a continuing supply contract; and provided that if Seller is located in Germany, this provision is subject to the limitations set forth under "Limitations on Purchaser's Liability" below. Upon receipt of notice of termination, Seller shall immediately stop all work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease such work. Seller shall be paid a reasonable termination charge (which shall constitute Purchaser's sole liability) consisting of a percentage of the purchase order price reflecting the percentage of the work performed prior to the notice of the termination, plus actual direct costs resulting from termination. Seller shall not be paid for any work done after receipt of the notice of termination nor for any cost incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided.

Termination for Cause.

Purchaser may also terminate this purchase order or any part hereof for cause in the event of any default or failure to comply with any of the terms and conditions of this offer by Seller, provided that if Seller is located in Germany or the United Kingdom, such termination shall only occur after a reasonable final delay for performance as set by Purchaser has lapsed. Breach of confidentiality or warranty obligations, late deliveries, or provision of services, or products which are defective, or which do not conform to this



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purchase order, and failure to provide Purchaser upon request, of reasonable assurances of future performance shall all be causes allowing Purchaser to terminate this purchase order for cause.

Termination for Other Events.

This purchase order shall terminate for cause without notice (unless if the Seller is in Italy notice will be given) (a) upon the institution by or against Seller of insolvency, receivership, bankruptcy, or similar proceedings, (b) upon Seller's making an assignment for the benefit of creditors, (c) upon Seller's dissolution, or (d) upon Seller ceasing or threatening to cease carrying on business. In event of termination for cause, Purchaser shall not be liable to Seller for any amount, and Seller shall be liable to Purchaser for any and all damages sustained by reason of the default which gave rise to the termination.

Proprietary Information-Confidentiality-Advertising.

Seller shall consider all information furnished by Purchaser to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than performing this contract, unless Seller obtains written permission from Purchaser to do so, the information was known to Seller prior to disclosure, the information is or becomes part of a public domain through no act or omission of Seller, Seller has received the information without any breach of confidentiality obligations from a third party, or Seller can document that it has independently developed the information. This paragraph shall apply to drawings, specifications, or other documents prepared by Seller for Purchaser in connection with this purchase order. Seller shall not advertise or publish the fact that Purchaser has contacted to purchase goods or services from Seller, nor shall any information relating to the purchase order be disclosed without Purchaser's written permission. Unless otherwise agreed in a writing signed by Purchaser, no commercial, financial, or technical information, disclosed in any manner, or at any time, by Seller to Purchaser shall be deemed secret or confidential, and Seller shall have no rights against Purchaser with respect thereto. If Seller provides any technology, software or related materials to Purchaser pursuant to this purchase order, Seller hereby grants to Purchaser and its affiliates a worldwide, non-exclusive, perpetual, irrevocable, fully-paid, sub-licensable license under all intellectual property or similar rights owned or controlled by Seller to use such technology, software, and materials as contemplated in this purchase order.

Warranty.

Seller expressly represents and warrants that all goods or services furnished under this purchase order shall conform to all specifications and appropriate standards, will be new, and will be free from defects in materials or workmanship, and not contain any software code that could damage computers, networks or cause the loss of data. Seller represents and warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods or services and that any goods will be adequately contained, packaged, marked, and labeled. Seller represents and warrants that all such goods or services furnished hereunder will be merchantable (or if Seller is located in the United Kingdom, of satisfactory quality), and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Seller shows or has reason to know the particular purpose for which Purchaser intends to use the goods or services, Seller warrants that such goods or services will be



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fit for such particular purpose. Seller represents and warrants that goods or services furnished will conform in all respects to samples. Seller represents and warrants that goods and services comply with all applicable laws and do not infringe or misappropriate intellectual property rights of third parties. Inspection, test, acceptance, or use of the goods or services furnished hereunder shall not affect the Seller's obligation under this warranty, and such warranties shall survive inspection, test, acceptance, and use. Seller's warranties shall apply to Purchaser, its successors, assigns, and customers, and users of products sold by Purchaser. Seller agrees to replace or correct defects of any goods or service not conforming to the foregoing warranty promptly, without expense to Purchaser, when notified of such nonconformity by Purchaser; provided Purchaser elects to provide Seller with the opportunity to do so. In the event of failure of Seller to correct defects in or replace nonconforming goods or services promptly, Purchaser, after reasonable notice to Seller, may make such corrections or replace such goods and services and charge Seller for the cost incurred by Purchaser in doing so. If Seller is located in Germany, the warranty term shall lapse twenty-four months after the later of delivery and/or acceptance has occurred.

Price Warranty.

Seller warrants that prices shown on this purchase order shall be complete, and no additional charges of any type shall be added without Purchaser's express written consent. Such additional charges include, but are not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing, and crating.

Force Majeure.

Purchaser may delay delivery or acceptance occasioned by causes beyond its control. Seller shall delay services or hold goods at the direction of the Purchaser and shall provide them when the cause of the delay has been removed. Purchaser shall be responsible only for reasonable costs incurred by Seller in holding the goods or delaying performance of this purchase order at Purchaser's request. Causes beyond Purchaser's control shall include, without limitation, government action or failure of the government to act where such action is required, fire, earthquake, terrorist attack, or unusually severe weather.

Intellectual Property.

Seller agrees upon receipt of notification to promptly assume any responsibility for defense of any suit or proceeding which may be brought against Purchaser or its agents, customers, or other vendors for alleged patent, copyright, trade secret or other intellectual property rights infringement or misappropriation, as well as for any alleged unfair competition resulting from similarity in design, trademark or appearance of goods or services furnished here under and Seller further agrees to fully indemnify Purchaser, its agents and customers against any and all expenses, losses, liabilities, royalties, profits, damages, court costs, disbursements, and attorneys' fees incurred in relation to and/or by reason of any and all such suits and/or proceedings, including the same incurred by reason of any settlement of such suits and/or proceedings. Purchaser may be represented by and actively participate through its own counsel in any such suit or proceeding if it so desires or as required by applicable law at its own costs.



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Insurance.

In the event that Seller's performance hereunder requires or contemplates performance of services by Seller's employees, or persons under contract to Seller, the Seller agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees or agents of Purchaser. Seller shall maintain all necessary insurance coverages including products liability, public liability, and Worker's Compensation (or equivalent) insurance. Seller shall indemnify and save harmless and defend Purchaser from any and all claims or liabilities arising out of the work covered by this purchase order.

Indemnification.

Seller shall defend, indemnify and hold harmless Purchaser against all damages, claims, costs, losses, and expenses (including attorneys' fees) arising out of or resulting: (i) if Seller is located in Germany, in any way from any breach of an express warranty of the goods or services purchased hereunder, or from any negligent act or omission of Seller, its agents, employees or subcontractors; or (ii) if Seller is located elsewhere, in any way from any defects in the goods or services purchased hereunder, or from any act or omission of Seller, its agents, employees, or subcontractors. This indemnification shall be in addition to the warranty obligations of Seller.

Changes.

Purchaser shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery, and method of transportation. Purchaser shall be notified in writing if any such changes cause an increase or decrease in the costs, or the time required for the performance, and Purchaser must first accept such increased costs or revised performance schedule in order for them to be binding. Seller shall accept any such changes made at least two business days prior to shipment of the materials, packaging, time and place of delivery and method of transportation, subject to Purchaser's acceptance of Seller's revised costs and/or schedule pursuant to this paragraph.

Inspection Testing.

Payment for the goods or services delivered hereunder shall not constitute acceptance thereof. Purchaser shall have the right to inspect such goods or services and to reject any or all of said goods or services that are in Purchaser's judgment, defective or nonconforming, within thirty (30) days of delivery; provided that if Seller is located in Taiwan or Switzerland, notice of such rejection must be given by Purchaser without delay; if Seller is located in Italy, such notice must be given within two (2) weeks after delivery; if Seller is located in Mexico, such notice must be given of apparent defects within five (5) days after delivery and of hidden defects within thirty (30) days after delivery; and if Seller is located in Germany, such notice must be given within a period of two (2) weeks or a longer reasonable period after (i) delivery for obvious defects and (ii) after they become known for hidden defects; and if Seller is located in Japan, such notice must be given immediately after discovery of any defects or nonconformity. Goods rejected and goods supplied in excess of quantities called for herein may be returned to Seller at its expense and in addition to Purchaser's other rights, Purchaser may charge Seller all expenses of unpacking, examining, repacking, and reshipping such goods. In the event Purchaser receives goods or services whose defects or



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nonconformity is not apparent on examination, Purchaser reserves the right to require replacement as well as payment of damages. Nothing contained in this purchase order shall relieve in any way the Seller from the obligation of testing, inspection, and quality control. Purchaser's statutory rights in case of defective or nonconforming goods or services shall remain unaffected. Goods will remain at the risk of Seller until delivery to Purchaser is complete and then title to goods will pass to Purchaser.

Entire Agreement.

This purchase order, and any documents referred to on the face hereof, constitute the entire agreement between the parties and all other arrangements, understandings, and agreements regarding the subject matter hereof are hereby excluded; provided however if the Purchaser and Seller separately negotiate an enter into a signed written agreement covering the subject matter hereof (the "Written Agreement"), in the event of any conflict or inconsistency between the Written Agreement and this purchase order, the terms of the Written Agreement will control to the extent of the conflict or inconsistency, and otherwise the terms of this purchase order will supplement the terms and conditions of the Written Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this purchase order.

Assignments and Subcontracting.

No part of this purchase order may be assigned, delegated, or subcontracted by Seller without the prior written approval of Purchaser. Purchaser may assign this order in whole or in part without the consent of Seller.

Compliance With Laws.

Adobe is an equal opportunity employer and federal contractor. Consequently, the parties agree that, to the extent applicable, they will comply with the following, which are incorporated herein by reference: 41 CFR 60-1.4(a), 41 CFR 60-300.5(a), 41 CFR 60-741.5(a), and Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws, specifically: This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a), as applicable. This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a), as applicable. This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action covered by prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

Setoff.

All claims for money due or to become due from Purchaser shall be subject to deduction or setoff by the Purchaser by reason of any counterclaim arising out of this or any other transaction with Seller; provided that if the Seller is located in France, Purchaser has permitted Seller to check the reality of the justification for such deduction or setoff.



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Shipment.

If in order to comply with Purchaser's required delivery date it becomes necessary for Seller to ship by a more expensive way than specified in this purchase order any increased transportation costs resulting therefrom shall be paid for by Seller unless the necessity for such rerouting or expedited handling has been caused by Purchaser.

Waiver.

Purchaser's failure or delay to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or Purchaser's waiver of any breach hereunder shall not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type.

Delivery.

Time is of the essence of this contract, and if delivery of items or rendering of services is not completed by the time promised, Purchaser reserves the right, in addition to its other rights and remedies, to terminate this contract by notice effective when received by Seller as to items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge Seller with any loss incurred. Seller shall be responsible for all actions necessary to obtain all licenses, permits, and other government authorizations applicable to the sale of goods or the supply of services to Purchaser pursuant to this purchase order including but not limited to any and all export licenses and permits.

Limitation on Purchaser's Liability.

In no event shall Purchaser be liable for anticipated profits or for indirect, special, incidental or consequential damages; provided that provision shall not apply if (i) Seller is located in the United Kingdom, Singapore or Hong Kong where the damage has caused by death or personal injury caused by Purchaser's negligence or by fraud by Purchaser; (ii) if Seller is located in the Netherlands, Italy, Switzerland, France or Japan where the damage has been caused by the gross negligence or willful misconduct of Purchaser; or (iii) in Germany where the damage has been caused by the willful or grossly negligent act or omission of Purchaser or Purchaser's agents or in cases of death or personal injury; furthermore, if Seller is located in Germany, and except for willful misconduct, Purchaser shall be liable up to the amount of the foreseeable damage for any damage which has been caused due to the breach of a material contractual duty, and this limitation of liability shall apply to all damage claims, irrespective of the legal basis and, in particular, to any pre-contractual or auxiliary contractual claims. Subject to the extent prohibited by applicable law, Purchaser's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this purchase order or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or unit thereof which give rise to the claim. Purchaser shall not be liable for penalties of any description. Any action resulting from any breach on the part of Purchaser as to the goods or services delivered hereunder must be commenced within one year after the cause of action has accrued, failing which there will be a forfeiture of Seller's rights in respect of that breach; provided that if Seller is located in Taiwan, such action must be



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commenced within two (2) years after the cause of action has accrued; if Seller is located in Mexico, such action must be commenced within ten (10) years; and if Seller is located in Brazil, such action must be commenced within twenty (20) years.

Governing Law.

This purchase order will be governed by and construed in accordance with the laws in force: (a) in the State of California when this purchase order is signed by Adobe Systems Incorporated; or (b) in the Republic of Ireland when this purchase order is signed by an Adobe subsidiary or affiliate. The respective state or federal courts located in Santa Clara County, California (when California law applies) and the competent courts of the Republic of Ireland (when the law of the Republic of Ireland applies) shall each have non-exclusive jurisdiction over all disputes relating to this purchase order. This purchase order will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. The parties agree that they have required that this purchase order be prepared and executed in the English language, that any translation of this purchase order into another language is provided only for convenience and that the English language version of this purchase order is controlling.