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# **Self-Billing Terms**

These Self Billing Terms ("Terms") are made by and between:

The applicable Westcon Group entity set forth below:

Westcon entity	Registered address	Tax ID
Westcon Group European Operations Limited	Merchants House, Wilkinson Road, Cirencester, Gloucestershire, GL7 1YT	GB911018375
Westcon Group European Operations Ltd, Netherlands Branch	Loodsboot 19, 3991 CJ Houten, The Netherlands	NL812732455B01
Westcon Group European Operations Ltd., Belgium Branch	Twin Square, Culliganlaan 1D – Columbus, B-1831 Diegem	BE0885629202
Westcon Group European Operations Limited Sucursal En Espana	C/SERRANO GALVACHE 56 EDIF. ABDUL, 1º PL. 28033, MADRID, SPAIN	ESW0068654C
Westcon Group Italia S.r.l.	Via Paracelo 6, Palazzo Liocorno, 20864Agrate Brianza MB	IT09606990969
Westcon Group Portugal, Sociedade Unipessoal Limitada	Rua Ivone Silva – Edificio Arcis, 6- 6oD, 1050-124 Lisboa, Portugal	PT514030798
STE Westcon Group European Operations Limited	14 Rue Sarah Bernhardt, 92600 Ansieres-Sure-Seine, France	FR05492952478
Westcon Group Germany GmbH.	Franklinstrasse 28-29, D-10587 Berlin, Germany	DE249924500

(collectively "Westcon"); and

The supplier who is a Westcon customer having either accepted Westcon's Terms and Conditions of sale,



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or otherwise under terms of supply separately agreed with Westcon, together with the applicable Master Agent Terms (collectively the "Agreement").

These Terms shall be deemed effective as of the date the supplier clicks the "I HAVE READ AND ACCEPT THE SELF BILLING TERMS" checkbox shown on Westcon's agent registration page ("Effective Date").

#### **WHEREAS**

The supplier and Westcon wish to supplement the Agreement to permit Westcon to become the 'self-biller' under Westcon's master agent program.

**NOW THEREFORE** Supplier and Westcon hereby agree as follows:

#### 1. Westcon shall:

- i. issue self-billed invoices for all services made to the supplier under the master agent program until the latest to occur of (a) termination of the Agreement; or (b) supplier's withdrawal from the master agent program; and
- ii. complete self-billed invoices setting out the supplier's name, address and VAT registration number, together with all the other details which constitute a full VAT invoice; and
- iii. make new self-billing terms if its VAT registration number changes; and
- iv. notify the supplier if it outsources its self-billing.

### 2. Self-Billing Agent shall:

- i. accept invoices raised by Westcon on its behalf until the latest to occur of (a) termination of the Agreement; or (b) supplier's withdrawal from the master agent program; and
- ii. not raise sales invoices for the transactions covered by these Terms; and
- iii. notify Westcon if the applicable supplier entity changes its VAT registration number or ceases to be VAT registered in the applicable territory.

### 3. Additional Terms

## **Scope and Incorporation**

- i. These Terms supplement the Agreement. The parties agree that all the terms and conditions of the Agreement shall apply to these Terms in their entirety; provided that to the extent there is a conflict between these Terms and the Agreement, these terms shall prevail.
- ii. As of the Effective Date, the provisions of these Terms shall be deemed to be incorporated in and made a part of Agreement. Except as otherwise expressly modified herein, the Agreement shall remain in full force and effect.

#### **Governing Law**

Without prejudice to the governing law and jurisdiction of the Agreement, these Terms shall be subject to the laws of the territory in which the applicable Westcon entity is tax resident.