any instructions of the Buyer or failure of the Buyer to give WG adequate information or instruction, but WG shall only be bound by such instruction to the extent that it does not make a material error or omission when quoting a price, WG shall be entitled, for a period of thirty (30) days following the date of quotation, to withdraw or alter Buyer's order or to vary Buyer's order or, at the option of the Buyer, to charge the Buyer for the wrong price or for the wrong quantity ordered, or (c) if Buyer fails to pay for the Buyer's proper list price on the date of the Contract Date, or (d) allowing Buyer to return such Products to WG and crediting the Buyer for the fees paid by Buyer for such Products.

d. Except as otherwise stated on a Purchase Order or other credit price list, and unless otherwise agreed in writing between the Buyer and WG, all prices are quoted on an Ex Works basis (as per Incoterms 2000).

e. All prices and charges are exclusive of the cost of packaging and delivery, insurance, configuration, fulfilment and other applicable costs (including, but not limited to VAT and any other sales taxes, tariffs, import duties, excise, customs duties, general sales tax (GST) and other taxes (other than taxes based upon WG's net income) for which the Buyer shall be additionally liable for payment, and which WG shall calculate and pass to the Buyer as a separate item; unless otherwise agreed in writing to the contrary, the Buyer's sole responsibility. All taxes shall be paid by Buyer to WG unless Buyer provides WG with a valid certificate of exemption acceptable to the appropriate taxing authority.

f. Products are non-returnable. Any differences in product description, prices and similar charge that WG by law or statute may charge or collect upon in accordance with such laws or statutes. In the event a Supplier should grant a special pricing consideration or discount to WG and such Supplier pricing is made available to Buyer ("Pass-Through Discounts"), the Buyer agrees to the terms and conditions of such Pass-Through Discounts ("Pass-Through Discount Terms"), and agrees to indemnify WG for any losses, damages or costs that WG may suffer or incur, whether directly or indirectly, as a result of or in connection with such specialpricing consideration or discount to Buyer. Such payment and receipt of benefits under Pass-Through Discount Terms are contingent upon Buyer's compliance with the following:

i. by notice, suspend or determine any Contract or any part thereof, without liability, stop any Products in transit and, at its discretion, subject to Clause 6, Buyer's premises to recover Products for which payment has not been made in full;

ii. charge Buyer interest, both pre- and post-judgment, on any unpaid amount due, at the rate of 2% per month on full payment being made for delayed payments; for a period of a month shall be treated as a full month for the purpose of calculating interest;

iii. set-off of any amounts due against any credit note, balance or other liability owed by WG to Buyer;

iv. accept any Products paid for by Buyer but not delivered in full;

v. alter Buyer's payment terms, which may include requiring prepayment, and demanding adequate assurance of due performance by Buyer through the provision of security or guarantees;

vi. Buyer shall provide WG with copies of its annual and/or quarterly financial statements upon WG's request. Buyer shall notify WG in writing prior to entering into any contract whereby Buyer will sell, assign, factor or otherwise dispose of, or dispose of, any of the Products to a third party;

vii. Buyer shall be deemed to have accepted these Conditions by the earlier of: (i) signing a WG credit application, or (ii) acceptance of the Products by Buyer upon delivery. Buyer shall be deemed to have accepted these Conditions by the earlier of: (i) signing a WG credit application, or (ii) accepting the Products by Buyer upon delivery. Buyer shall be deemed to have accepted these Conditions by the earlier of: (i) signing a WG credit application, or (ii) accepting the Products by Buyer upon delivery. Buyer shall be deemed to have accepted these Conditions by the earlier of: (i) signing a WG credit application, or (ii) accepting the Products by Buyer upon delivery. Buyer shall be deemed to have accepted these Conditions by the earlier of: (i) signing a WG credit application, or (ii) accepting the Products by Buyer upon delivery. Buyer shall be deemed to have accepted these Conditions by the earlier of: (i) signing a WG credit application, or (ii) accepting the Products by Buyer upon delivery. Buyer shall be deemed to have accepted these Conditions by the earlier of: (i) signing a WG credit application, or (ii) accepting the Products by Buyer upon delivery. Buyer shall be deemed to have accepted these Conditions by the earlier of: (i) signing a WG credit application, or (ii) accepting the Products by Buyer upon delivery.
c. If the Buyer sells any Products to any third party, the Buyer shall hold the proceeds of such sale and/or the right to claim such proceeds in trust for WG, provided the foregoing shall not constitute Buyer as an agent of WG for the purposes of any such resale.

d. Until such time as the title to the Products passes to Buyer, WG shall be entitled to require Buyer to return the Products to WG. If Buyer should fail to immediately comply with WG’s request, WG shall have the right to enter on or in any premises or vehicles of Buyer where the Products are located or stored for the purpose of repossessing said Products if Buyer is in breach of any of these Conditions or a Contract.

e. Buyer shall not be permitted to sell any Products in its inventory after the appointment of a receiver to its property or after it has been placed in liquidation or administration or, not being a company, has committed an Act of Bankruptcy. Further, Buyer’s right to possess the Products shall immediately cease when and if Buyer makes an arrangement for the benefit of creditors generally, suffers or permits the appointment of an administrator, administrative receiver or receiver for its business or assets, or avails itself or becomes subject to any proceeding under any applicable bankruptcy laws, is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or otherwise ceases to trade or threatens to cease to trade.


a. WG shall not be liable in respect of error in delivery, loss, damage or destruction to any Products during transportation of the Products to Buyer unless notice thereof is advised to WG by telephone immediately on receipt of the Products and confirmed in writing within five (5) working days and WG has agreed to deliver the affected Products to Buyer in accordance with paragraph 7b. Buyer shall concurrently notify the carrier in writing of any such error, loss or damage and shall in all cases, where possible, enter a note of the same upon the carrier’s bill of lading or other delivery receipt. If by reason of Buyer’s failure to give any such notice as provided above WG is unable to make recovery from the carriers in respect of the error, loss or damage complained of, then Buyer shall be liable to pay for Products as though no such error, loss or damage occurred. No liability for Product shortages will be accepted by WG unless such shortage is noted on the bill of lading or other delivery receipt.

b. Subject to the foregoing, any Products which WG has agreed to deliver to Buyer in accordance with paragraph 7b that are delivered in error or lost, damaged or destroyed during transportation will be replaced or rectified by WG, as originally ordered or, if rectification or replacement is not practicable, WG will issue a credit to Buyer equal to any payments received by WG for such Products. WG shall not be liable for any loss, damage or expense whatsoever and howsoever arising from any error, loss, damage or defect except as set forth herein.

c. Any error, loss, damage or destruction of Product discovered by Buyer in delivery shall not entitle Buyer to rescind the remainder of a Contract.


Any and all specifications, descriptions, photographs, measurements, capacities or illustrations contained in any catalogues, price lists, brochures, leaflets, proposals, advertising matter, publications of WG or a Supplier are intended to be illustrative and approximate only and shall not form part of a Contract or constitute a representation, warranty or condition regarding any Products unless specifically agreed by written agreement between the Buyer and WG. No employee or agent of WG has any authority to make any representation regarding the Products. Buyer acknowledges that it has not been induced to accept these Conditions by any representations or statement, oral or written, not expressly contained herein.

11. Warranty.

a. Buyer understands that WG is not the Supplier of the Products. Accordingly, all Products are sold subject to the express warranty terms, if any, specified by the original Supplier of the Products. Buyer will ensure that any express warranty terms provided with the Products, including any benefits related thereto, are passed on to its customers from the original Supplier of the Products. Any software supplied to Buyer pursuant to a Contract is supplied subject to the provisions of the Supplier’s licensing terms.

b. Buyer may not make or pass on, and shall take all measures necessary to ensure that neither it nor any of its agents or employees shall make or pass on, any warranty or representation relating to a Product on behalf of WG or Supplier to its customers.

c. Any warranties, conditions or other terms implied by common law or statute or otherwise in connection with these Conditions (except to title, in the case of Products) are hereby expressly excluded to the fullest extent permitted by law, save for fraudulent misrepresentation.

12. Warranty Assistance.

a. Buyer shall immediately notify WG if any Products supplied to Buyer prove to be defective in quality or condition within the Supplier’s warranty period (the “Claim”). Upon receipt of notification of such Claim from Buyer, WG shall notify Buyer whether, as a matter of Supplier policy, the Claim must be handled directly by the Supplier or indirectly through WG. In the event the Claim must be handled directly between Buyer and Supplier, WG shall provide contact information to enable Buyer to contact Supplier. In the event the Claim will be handled by WG, then WG shall provide Buyer with a return material authorization (“RMA”) for Buyer to return the Products to WG, and Buyer shall return such Products to WG in accordance with these Conditions and WG’s then current RMA policy (which shall be made available to Buyer upon request). No Products may be returned to WG without a valid RMA number displayed on the Products packaging. Any Products returned without a valid RMA number displayed on the Products packaging will be refused or returned. WG shall not be obligated to ship replacement Products to Buyer until WG is in receipt of the original Products being returned.

b. Buyer agrees that WG’s sole liability to Buyer regarding any Product defect claims is limited to the administration of such claims with the Supplier and is expressly contingent upon WG’s ability to obtain a refund, credit or new replacement Products from the Supplier. WG has no obligation to accept a return of Products that fail to comply with a Supplier’s policy on Product returns.

c. WG shall not be liable or responsible for administering any defect or other claim which arises from normal wear and tear, misuse, negligence, accident, abuse, use not in accordance with Supplier’s Product documentation, modification or alteration not authorised by Supplier, or use in conjunction with a third party product. WG reserves the right to determine whether any Products are defective.

d. All transport charges incurred in returning or replacing Products are the responsibility of Buyer.

13. Returns.

a. Buyer shall return Products to WG in accordance with these Conditions and WG’s then current RMA policy (which shall be made available to Buyer upon request). Any Products returned pursuant to an RMA issued by WG must be returned to WG within five (5) working days of the date of such RMA.

b. Buyer irrevocably authorizes WG to carry out any necessary tasks related to the repair or replacement of Products on behalf of Buyer under these Conditions.

c. Unless WG collects Products using its own carrier, Buyer agrees that WG shall not be liable for any loss or damage to Products returned to WG.

d. Except for Products returned pursuant to Clause 12 above, any returns are subject to WG’s sole and absolute discretion and may be subject to a fifteen percent (15%) restocking fee, at WG’s sole discretion.

14. Limitation of Liability.

a. WG’s liability for any direct loss or damage arising out these Conditions and any Contract shall be limited to, and shall under no circumstances exceed the price paid by Buyer for the Products giving rise to the claim; (excluding VAT), WG shall have no liability under these Conditions or any Contract if WG has not received payment of the total invoice price of the Products giving rise to the claim.

b. Except as expressly provided in these Conditions, WG and its Suppliers shall not be liable to Buyer for any financial, consequential or other loss or damage caused to Buyer by reason of any representation, warranty (whether express or implied), condition or other term, or any duty at common law, or for any special, indirect, incidental or consequential damages (including loss of profits, revenue, records or data, costs of procurement of substitute products, damage to reputation or goodwill), or any matter beyond its reasonable control or for any other claims for compensation however caused (whether caused by the negligence of WG, its employees, agents, Suppliers or otherwise) which arise out of or in connection with these Conditions or a Contract hereunder, even if WG or its Suppliers have been advised of the possibility of such loss, liability or damages.

c. Nothing contained herein shall be construed as excluding or limiting WG’s liability for death or personal injury caused by WG’s negligence, or for breach of implied title to Products.


a. Buyer acknowledges that the Products are the intellectual property of the Supplier. Nothing contained herein shall be deemed to grant any right or title to such intellectual property to Buyer. Buyer further agrees not to translate, reverse compile or disassemble any software and agrees to transfer its customers a copy of any license agreements or other documents included with the Products. Buyer will not remove, alter or destroy any form of copyright notice, proprietary markings, serial numbers, or confidential legends placed upon or contained within any Products.
b. Buyer understands and agrees that WG will not hold it to indemnify, defend or hold Buyer or a third party harmless from or against any claims, losses, liabilities, damages, costs and expenses, judgments or settlement amounts arising out of or in connection with the actual or alleged infringement of a third party's intellectual property rights, except and only to the extent that a Supplier has expressly agreed to offer such indemnification and defense to Buyer on a pass through basis.

c. When making proposals and agreements with foreign governments which involve any Products, Buyer will take all reasonable steps to ensure that Supplier's proprietary rights in such Products receive the maximum protection available from such foreign government for commercial computer software and related documentation developed solely at private expense.

d. Nothing contained herein shall be construed as authorizing or granting to Buyer any right or license to use any logo, trademark or trade name of WG or any Supplier, any license of which shall be subject to separate agreement including any then current policies of WG or its Suppliers, as appropriate.

16. E-System Specific Terms.

a. Buyer is solely responsible for the use of any User ID, password or other forms of identification (collectively “Buyer ID”) for accessing the E-System, and in maintaining the confidentiality of the Buyer ID. Buyer shall immediately notify WG in the event it should lose or misplace or suspect any abuse (actual or attempted) of the Buyer ID. Buyer shall maintain appropriate security policies and procedures to ensure proper use of the Buyer ID. Absent notice from Buyer otherwise, WG shall have the right to rely absolutely on any Purchase Orders submitted through the E-System and any Purchase Order submitted through the E-System as a valid and binding offer to purchase.

b. Buyer is solely responsible, at its sole cost and expense, for securing and maintaining its own Internet access, facilities, hardware and software requisite to access the E-System. Buyer agrees that WG cannot guarantee the security or integrity of any data or information exchanged through the Internet or the E-System.

17. Force Majeure.

a. WG shall not be liable to Buyer or be deemed in breach of these Conditions or any Contract by reason of delay or failure to perform if such delay or failure to perform was caused by Force Majeure.

b. In the event of a Force Majeure event: (i) WG shall, as soon as commercially practicable, notify Buyer of such Force Majeure event provided WG shall incur no liability for its failure to give such notice; (ii) WG's duty to perform shall be suspended for the duration of the Force Majeure event; and (iii) the time of WG's performance shall be extended by a period equal to the duration of said Force Majeure event.

c. In the event a Force Majeure event should continue for more than ninety (90) days either party may, by written notice to the other, cancel a Contract or as Products remain undelivered under said Contract. Upon such cancellation, WG shall have no obligation to deliver and Buyer will have no obligation to accept delivery of or pay for the undelivered Products, but the Contract shall remain in full force and effect regarding all Products delivered prior to the date of cancellation.

18. Compliance with Laws; Export.

a. Buyer acknowledges that the Products and any technical data related thereto is licensed or sold subject to and controlled by the export laws of the United States ("US") including its Export Administration Regulations, the European Union ("EU") and countries within the European Free Trade Area ("EFTA") (collectively the "Export Control Laws") and Buyer hereby agrees not to export, re-export or otherwise distribute Products, or direct products thereof, in violation of any Export Control Laws. Buyer agrees to advise its customers that the Products are subject to such Export Control Laws and that the US government and/or the member states of the EU and EFTA may require licensing or other authorisation prior to export.

b. Buyer warrants that it will not export or re-export any Products with knowledge that they will be used in the design, development, production, or use of chemical, biological, nuclear, or ballistic weapons, or in a facility engaged in such activities, unless Buyer has obtained prior written approval from the appropriate department of the US Government or any other government with jurisdiction. Buyer further warrants that it will not export or re-export, directly or indirectly, any Products to embargoed countries or sell Products to companies or individuals listed on the Denied Persons List published by the US Department of Commerce.

c. It is Buyer's sole and exclusive responsibility to obtain any and all appropriate approvals of from the US government and/or member states of the EU and EFTA prior to exporting such Products, or any technical data related thereto, from the United Kingdom. WG shall not be responsible for any costs, liabilities or damages resulting from Buyer's failure to obtain any such required authorization. Buyer understands that the Export Control Laws may change from time to time. It is Buyer's sole and exclusive responsibility to obtain knowledge of current or other appropriate channels to ensure its compliance with these laws.

d. Buyer warrants that it will not take any action or permit or authorize any action which will render WG liable for a violation of the US Foreign Corrupt Practices Act (the 'Act'), which prohibits the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party or instrumentality thereof in order to assist it or WG in obtaining or retaining business and (a) will not violate or cause WG to violate such Act in connection with the sale and distribution of the Products; and (b) will notify WG in writing if any of its owners, partners, principals, directors or officers are or become officials, officers or representatives of any government or political party or candidate for political office.

e. Buyer shall comply with EU Directives 2002/95/EC (Restriction on Hazardous Substances) and 2002/96/EC dated January 27, 2003 (Waste Electrical and Electronic Equipment) ("WEEE") generally and as instituted within each country into which Products are imported, exported or otherwise distributed by Buyer, such obligation which shall include registering as a "producer" under applicable WEEE legislation. Buyer shall notify WG in the event it should export any of the Products outside of the United Kingdom.

f. Buyer shall indemnify, defend and hold WG harmless from any violation or alleged violation by Buyer of the terms of this Clause. Upon WG's request, Buyer agrees to confirm, in writing, its compliance with applicable Export Control Laws and the Act.


For a period of twelve (12) months following the date of any Contract hereunder, Buyer hereby agrees not to solicit or induce any employee of WG involved in the marketing, promotion, sale or distribution of Products to Buyer to leave their employment or terminate or breach their contract for services with WG as the case may be, and Buyer shall not appoint, engage, contract or employ such employee in the United Kingdom to provide services to Buyer. In the event Buyer breaches this Clause, Buyer agrees to pay WG, by way of liquidated damages, a lump sum representing forty percent (40%) of the employee's annual salary (excluding benefits) and Buyer hereby agrees that such sum is a genuine and reasonable pre-estimate of WG's loss.

20. Confidential Information.

Buyer agrees that these Conditions, including any Contracts, and all Product related information including pricing and descriptions which are provided by WG to Buyer, regardless of the form in which it is provided, are considered confidential information of WG and its Suppliers ("Confidential Information"). Buyer shall hold such Confidential Information in strict confidence and not use or disclose such Confidential Information to any third party except as required by law. Buyer further agrees to limit access to such Confidential Information to those of its employees who have a need to have access to such Confidential information and are subject to written obligations of confidentiality at least as protective of the Confidential Information as these Conditions. All Confidential Information is provided "AS IS" without any representation or warranty, either express or implied, as to accuracy or completeness. WG agrees to hold, in strict confidence, and not disclose to a third party any sensitive information provided by Buyer which is marked as confidential, proprietary or using similar terms.


a. Assignment. Buyer may not transfer or assign these Conditions to a third party by operation of law or otherwise without the prior written consent of WG.

b. Waiver. Failure of WG to enforce any provision of these Conditions or a Contract shall not be deemed a waiver of the right to thereafter enforce that or any other provision of these Conditions or a Contract.

c. Severability. In the event that any provision of these Conditions is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of these Conditions will remain in full force and effect.

d. Audit Rights. Buyer shall keep and maintain true and complete records pertaining to its performance of these Conditions or any Contract hereunder in sufficient detail to permit WG to accurately determine whether Buyer has fully complied with their terms. Buyer shall make such records available upon reasonable notice, during regular business hours, for inspection and copying by WG and its representatives. Buyer shall maintain such records for at least two (2) years after the end of the calendar year to which they pertain.

e. Marketing. Buyer agrees that WG may collect, store and use Buyer data, including personal data, for the purpose of facilitating its marketing and sale of the Products, and Buyer hereby consents to such collection, storage and use of Buyer data by WG for these purposes. Notwithstanding the foregoing, WG agrees not to share personal data with third parties without Buyer's prior consent. Buyer further consents to the use of such data for communicating Product and promotional information to Buyer via email or other electronic means unless Buyer notifies WG in writing that it does not wish to receive such promotional information.

f. Choice of Law & Venue. These Conditions shall be governed by the laws of Singapore, and Buyer hereby agrees to submit to the exclusive jurisdiction of Singaporean courts. The United Nation's Convention on Contracts for the International Sale of Goods is specifically excluded from application to these Conditions.


<table>
<thead>
<tr>
<th>Westcon Subsidiary/Affiliate</th>
<th>Address</th>
<th>Territory</th>
</tr>
</thead>
<tbody>
<tr>
<td>Westcon Solutions (M) Sdn Bhd</td>
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<td>New Zealand</td>
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<td>Westcon Group Pte Ltd (Philippines)</td>
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<td>Korea</td>
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<td>Taiwan</td>
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<tr>
<td>WestconComstor International (India) Private Limited</td>
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