

Terms & Conditions Sales – New Zealand

Westcon GDS, LLC. Global Reseller Terms and Conditions of Sale

1. Definitions

- a. Where used in these Terms and Conditions of Sale:
- i. **“Authorized Representative”** means any person who holds the job title and office of General Manager, Finance Director or Vice-President.
 - ii. **“Buyer”** means _____ or any of its subsidiaries.
 - iii. **“Conditions”** means these Terms and Conditions of Sale.
 - iv. **“Contract”** means any agreement for the purchase and sale of Products from WGL to Buyer which result from a Purchase Order submitted to and accepted by WGL.
 - v. **“Contract Date”** means the date upon which a Purchase Order is accepted by WGL.
 - vi. **“Force Majeure”** means, without limitation, any acts of God, government, war, terrorism, riot, fire, floods, earthquakes, explosions, strikes, lockouts, cessation of labour, trade disputes, breakdowns, accidents of any kind or any other causes which are beyond the reasonable control of WGL (including delay or shortages by its Suppliers).
 - vii. **“Goods”** means any Supplier’s goods and/or software, or any instalment or parts thereof, which are supplied by WGL to Buyer pursuant to a Contract, including any Supplier documentation related thereto.
 - viii. **“Non-standard Products”** means Goods that are: (a) custom ordered; (b) custom manufactured; (c) custom programmed; (d) built or configured to Buyer’s specifications; (e) published as configured, non-standard or non-cancellable on the Supplier’s price list; (f) included in any Supplier’s policy as non-cancellable; (g) not maintained in WGL’s inventory; (h) discontinued, end of life or withdrawn; (i) Goods that the Supplier will not accept on return without imposing any restocking or freight charges; or (j) Services unless the Statement of Work includes a description of cancellation rights.
 - ix. **“Products”** means any combination of Goods and Non-standard Products which are supplied by WGL to Buyer pursuant to a Contract.
 - x. **“Purchase Order”** means Buyer’s oral, written or electronic order for Products and/or Services and shall include any order that Buyer places online through WGL’s eCommerce tool or transmits via email or facsimile.
 - xi. **“Services”** means services which are purchased by Buyer. WGL refers to certain defined terms throughout these Conditions and subsequent Statements of Work describing the Services to be provided. Those definitions are available [here](#) and shall apply to these Conditions and the Statement of Work. To the extent that Buyer and/or End User has its own set of defined terms related to the Services, WGL’s Service definitions shall apply.
 - xii. **“Supplier”** means the supplier, licensor, publisher, manufacturer or other third party provider of Products.
 - xiii. **“WGL”** means Westcon GDS, LLC. with a registered office at 520 White Plains Road, Tarrytown, NY 10591 and any of its affiliates.
- b. As used in these Conditions, (i) any reference to a statute shall be construed as a reference to that statute as amended, re-enacted or otherwise modified from time to time, (ii) the term “including” will always be deemed to mean “including, without limitation”, (iii) a definition is equally applicable to the singular and plural forms of the feminine, masculine and neuter forms of the term defined, and (iv) any headings in these Conditions are for convenience only and shall not affect the interpretation of any terms.

2. Terms and Conditions Related to Cloud Services

To the extent that Buyer is purchasing Cloud Services from WGL, Buyer confirms that the Cloud Services shall be provided in accordance with the applicable terms and conditions posted on WGL’s website [here](#) (“Terms”). Buyer agrees to be bound by the Terms (as amended by WGL from time to time) applicable at the time of provision of Cloud Services. Buyer has been provided ample opportunity to review the Terms. Buyer takes particular notice that the Terms include specific clauses including, but not limited to: (A) LIMITATION OF LIABILITY; (B) SUBSCRIPTION TERMS; (C) END USER AGREEMENT; (D) SUSPENSION OF ACCESS; (E) INDEMNIFICATION AND LIMITATION OF LIABILITY, and certifies that such clauses have been brought to Buyer’s attention. By signing these Conditions, Buyer agrees to be bound by the Terms as applicable to Cloud Services.

3. Services / Deliverables

These Conditions establish a relationship between the parties so that Buyer may, at Buyer’s option, engage WGL to provide certain services (“Services”) and deliverables (the “Deliverables”) to Buyer or Buyer’s direct customers (each, an “End User”) on Buyer’s behalf. This Agreement does not require Buyer to purchase Services from WGL. If Buyer chooses to select WGL as a services provider, those Services will be governed by these Conditions and will be described in one or more written Statements of Work (each an “SOW” or “Statement of Work”) that both parties will execute and that will become a part of these Conditions. Nothing in these Conditions or any SOW prohibits or limits in any manner WGL’s ability to provide Goods or Services of any kind to any other person.

4. Statements of Work

Services and Deliverables will be as set forth in a written SOW. The SOW may be modified from time to time by WGL to reflect changes in its service offerings and/or delivery models, which will be posted on WGL’s website. WGL will perform the Services in accordance with industry standards. Each SOW will contain pertinent business parameters, including pricing, payment, minimum purchase requirements, term of services, expense

reimbursement, if any, a detailed description of the Services to be provided, and to whom the Services will be provided. Those business parameters shall control as to the engagement described in an SOW. Statements of Work must be signed by the Authorized Representatives of both parties. WGL will not begin performing work described in an SOW unless WGL has a fully signed SOW.

5. Resource Assignment

Resources will be assigned to implement the SOW following WGL's receipt of a fully executed and completed SOW by the Buyer. Buyer agrees that WGL may use a channel partner or subcontractor resources to perform the Services.

6. Cancellation and Rescheduling

Buyer may cancel or reschedule the SOW, without charge, at any time prior to submitting a Purchase Order for the Services. If Buyer cancels or substantially reduces the scope of the SOW after it submits a Purchase Order, then WGL may charge Buyer, and Buyer hereby agrees to pay WGL fees for Services already performed plus a fee in an amount not to exceed twenty-five percent (25%) of the total price of the Services set forth in the Pricing section. In addition, Buyer agrees to pay any penalties or rescheduling fees for airline tickets, hotels, or other travel commitments of the Resources(s) resulting from Buyer's cancellation or change after the submission of a Purchase Order.

7. Change Request Management

It may become necessary to amend the SOW for various reasons. In the event either party desires to change the SOW, the following procedures will apply:

- a. The party requesting the change will deliver a Change Request Management document (provided by WGL upon request), to the other party. The Change Request Management will describe the nature of the change, the reason for the change, and the effect the change will have on the SOW, which may include changes to the deliverables and the schedule.
 - b. A Change Request Management may be initiated by either party for any material changes to the SOW. The designated Resource of the requesting party will review the proposed change with his/her counterpart. The parties will evaluate the Change Request Management and negotiate in good faith the changes to the Services and the additional charges, if any, required to implement the Change Request Management. If both parties agree to implement the Change Request Management, the appropriate Authorized Representatives of the parties will sign the Change Request Management, indicating the acceptance of the changes by the parties.
 - c. Upon execution of the Change Request Management, said Change Request Management will be incorporated into, and made a part of, the SOW. The Buyer will provide a revised purchase order, as required.
 - d. Whenever there is a conflict between the terms and conditions set forth in a fully executed Change Request Management and those set forth in these Conditions or in a previous fully executed Change Request Management, the terms and conditions of the most recent fully executed Change Request Management shall prevail for the specific SOW identified in the Change Request Management document.
8. Buyer may terminate specified Service(s) after the commencement of the SOW upon sixty (60) days' written notice to WGL. If Buyer does so, or if Service is terminated by WGL hereunder as the result of Buyer's default, Buyer shall pay WGL a termination charge equal to the sum of: (i) all unpaid amounts for Service actually provided; (ii) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (iii) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (iv) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out of pocket costs of construction to the extent such construction was undertaken to provide Services hereunder. Buyer acknowledges that the charges in this Section are a genuine estimate of WGL's actual damages and are not a penalty.
 9. Buyer shall perform in a timely manner all of its obligations and responsibilities as set forth in these Conditions and in each Statement of Work issued under these Conditions, including providing all information reasonably requested by WGL.
 10. Each party will act in good faith in the performance of its respective responsibilities under these Conditions and will not unreasonably delay, condition, or withhold the giving of any consent, decision, or approval that is requested or reasonably required by the other party in order to perform its responsibilities under these Conditions.

11. Acceptance

Following completion of the Services, Buyer shall sign a "Completion of Services" or "Service Site Acceptance" form. Failure to provide such Completion of Services/Service Site Acceptance shall not excuse Buyer's obligation to remit payment for the Service performed unless, Buyer indicates rejection thereof and immediately provides written notification to WGL, describing why Buyer is rejecting the Project completion. Buyer's failure to provide any written notice of rejection within ten (10) days of WGL's request for signature on a Completion of Services/Service Site Acceptance form will be deemed an acceptance by Buyer on the eleventh (11th) day and Buyer shall be responsible to pay for the Services. WGL shall have ten (10) days after the receipt of any written

rejection notice from Buyer to correct the error, given it is within WGL's scope to do so. Such time period to correct the error may be extended by mutual written consent of the parties hereto.

12. End User Agreement

Buyer may not resell or distribute any Services to any End Users unless the End User enters into an agreement with Buyer (the "End User Agreement") that at a minimum:

- a. completely disclaims WGL's liability for all matters arising out of or related to Services to be provided hereunder to the extent permissible by law and requires the End User to look solely to Buyer with respect to such matters, unless otherwise agreed by writing by WGL;
- b. requires the End User to agree that all End User use of the Services shall be lawful and to ensure that each End User complies fully with the applicable terms and laws pertaining to the Services;
- c. prohibits the End User from reselling or distributing the Services;
- d. indemnifies, defends and holds WGL and its supplier(s), and their respective affiliates, officers, directors, employees and suppliers harmless from and against any third-party claims arising out of or relating to the End User's (or its authorized users') use of the Services;
- e. protects WGL's supplier's proprietary rights in the Services to at least the same degree as the terms and conditions of the SOW; and
- f. makes no representations or warranties on behalf of WGL.

13. Buyer confirms that it may request WGL to install certain software products (collectively, the "Software Product") on Buyer's equipment, which installation shall be in accordance with: (i) the Description of Services of the SOW; and (ii) any applicable Change Management Request.

If the applicable installation of Software Products requested herein utilizes default settings, Buyer shall indicate "Default Settings Apply" on its purchase order under the SOW; on the other hand, if the installation of Software Products does not use any default settings, Buyer shall (a) indicate "Default Settings – N/A" and (b) provide/describe in the project description under the SOW any and all information required/needed to implement the project before WGL can provide any Technical Services thereto.

14. Ownership of Work Product

Any intellectual property which may be created by (or on behalf of) WGL during the performance of a SOW, (including, without limitation, (including all patent, copyright, trademark, trade secret and all other intellectual property and proprietary rights) all Deliverables, work products, materials, ideas, know-how and techniques, shall be the property of WGL, whether produced solely or jointly with others (collectively, the "Work Product"). WGL retains all rights, title and interest to all such intellectual property under the copyright laws of the United States, Canada or any other jurisdiction or under any federal, state, or foreign laws.

Solely to the extent necessary for the End User to make use of the Services and Deliverables, WGL hereby grants to the End User, or shall obtain for the benefit of the End User, a limited, royalty free, non-exclusive, non-transferable, non-sublicensable license to use Work Product to the extent it is incorporated in any Deliverable. Any and all artwork, logos, graphics, video, text, data and other materials and information supplied by Buyer or End User to WGL in connection with the SOW shall remain the sole and exclusive property of Buyer or End User and may be used by WGL solely as necessary to perform the Services.

Buyer shall be solely responsible for obtaining in writing any and all rights, licenses, permissions, releases, approvals, clearances and credit or attribution information necessary for WGL to provide, and for the End User to receive, use and benefit from, as applicable, the Services and Deliverables provided by WGL as contemplated by the terms of the SOW.

15. Access to Emergency Services

Buyer will defend, indemnify, and hold harmless WGL, its officers, directors, employees, affiliates, agents, subcontractors, and assigns, from any and all claims, losses, damages, fines, penalties, costs, and expenses (including, without limitation, attorneys' fees) by, or on behalf of any third-party relating to the absence, failure, inability to dial 911, incorrect routing of emergency calls, and/or the inability of any user to access emergency services, whether foreseeable or unforeseeable.

Buyer agrees to test 911 or other emergency services access upon system acceptance and following the performance of any Service by WGL.

Buyer accepts responsibility for complying with all Local, State and Federal 911/E911 statutes. WGL personnel may not make any recommendations regarding 911/E911 statutes; therefore, WGL recommends the Buyer consult legal counsel to determine specific requirements and practices.

16. General Ordering Terms.

- a. Buyer may purchase Products under these Conditions by issuing a Purchase Order to WGL. Quotes shall not constitute an offer. Only a Purchase Order submitted by Buyer shall constitute an offer to contract subject to these Conditions, however, a Purchase Order shall not be deemed a Contract unless and until the earlier date upon which: (i) written confirmation is provided by WGL, or (ii) WGL proceeds with the fulfillment of the Purchase Order. No additional or alternative terms or conditions or any alteration to these Conditions proposed by Buyer contained or referred to in a Purchase Order or other form

submitted to WGL shall be deemed to apply unless they are expressly accepted in writing by an Authorized Representative of WGL with respect to that Purchase Order.

- b. Buyer shall be solely responsible for the accuracy of any Purchase Order, including, but not limited to, the specification, configuration or other details of Products and their functionality, compatibility and interoperability with other products, as well as their fitness for particular use.
- c. Buyer's subsidiaries shall be defined as any entity which Buyer controls or owns more than 50% of its shares. Buyer guarantees full and prompt payment to WGL of any sums as they fall due for any Purchase Orders placed hereunder by Buyer's subsidiaries.

17 Cancelling & Rescheduling Purchase Orders.

- a. Except as set forth below, no Purchase Order which has been accepted by WGL may be cancelled or rescheduled by Buyer except with written agreement by WGL.
- b. Buyer may cancel, reschedule or modify a Purchase Order for Goods any time prior to WGL pulling and/or palletizing such Goods for shipment (with the exception of the LATAM and APAC regions, where any such cancellation, rescheduling or modification must occur prior to WGL's placement of the order with the Supplier).
- c. If Buyer has elected to purchase Non-standard Products, Buyer understands and agrees that any Contracts for Non-standard Products may not be cancelled, withdrawn, rescheduled or otherwise modified by Buyer, unless such cancellation, withdrawal, rescheduling or modification occurs prior to WGL's placement of the order with the Supplier. Buyer further understands and agrees that such Non-standard Products, except as set forth under Section 25 ("Warranty Assistance"), may not be returned, refused or rejected for any reason whatsoever. Further, Buyer shall not be entitled to a credit or refund for such Non-standard Products for any reason whatsoever.
- d. Where an order is shipped in instalments, once the time to cancel the initial instalment has passed (as determined by the terms of these Conditions), subsequent instalments may not be cancelled unless otherwise agreed in writing by an Authorized Representative of WGL.
- e. Any cancellation, rescheduling or modification of a Purchase Order is conditioned upon Buyer reimbursing WGL for all reasonable, verifiable costs (including the cost of all labour and materials used), damages and expenses actually incurred by WGL as a result of such action, which may include, but is not limited to, WGL's costs and expenses of recovering Products delivered or in transit. WGL will use commercially reasonable efforts to mitigate any such costs, damages and expenses.

18 Prices.

- a. The price of Products on the Contract Date shall be: (i) the quoted price (which shall be given formally in writing and be valid for seven (7) days following the date of quotation), or (ii) the list price in WGL's then current published price list on the date of Contract, where no price has been quoted or a quoted price has expired. All prices and charges are exclusive of the cost of handling, packaging, interest, shipping, delivery, insurance, configuration, fulfilment, cancellation, or rescheduling charges, and other services, as well as applicable value added tax (VAT), sales, use, consumption, privilege, gross sales tax (GST), and other taxes (other than taxes based upon WGL's net income) duties or customs fees for which Buyer shall be additionally liable for paying to WGL, however, WGL shall, upon request, quote the additional costs of such items to Buyer. In addition, prices exclude any copyright levies, waste and environment fees and similar charges that WGL by law or statute may charge or collect upon in accordance with such laws or statutes.
- b. Notwithstanding the foregoing, WGL reserves the right, by giving notice to Buyer any time before delivery, to increase the price of Products after the Contract Date but only to reflect (i) any foreign exchange fluctuation or currency regulation; (ii) alteration of duties; (iii) any change in delivery dates, quantities or specifications for the Products which are requested by Buyer; or (iv) any delay caused by any instructions of Buyer or failure of Buyer to give WGL adequate information or instruction. WGL shall only increase its price by the amount necessary to reflect such an increase. Further, in the event WGL or its agent makes a material error or omission when quoting a price, WGL shall be entitled, for a period of thirty (30) days following the Contract Date, to increase the price of the related Products sold to Buyer by either (x) invoicing Buyer for Buyer's proper list price on the date of the Contract Date, or (y) allowing Buyer to return such Products to WGL and crediting Buyer for the fees paid by Buyer for such Products.
- c. WGL will not increase the price for Products resulting from any increase in the cost that is due to any foreign exchange fluctuation or currency regulation if (i) Buyer accepts delivery of the Products within seven (7) days of the Contract Date; or (ii) if Buyer issues the Purchase Order in the same currency as the currency quoted (which shall be the currency that WGL uses to purchase the Products from the Supplier).
- d. Buyer will be responsible for any sales, uses, excise, value added, services, consumption, and other taxes and duties payable by Buyer on any Goods or Services purchased by Buyer where the tax is imposed on Buyer's acquisition or use of such Goods or Services and the amount of tax is measured by

Buyer's costs in acquiring such Goods or Services and shall make all payments of any such taxes to WGL without reduction for any withholding taxes, which shall be Buyer's sole responsibility. All taxes shall be paid by Buyer to WGL unless Buyer provides WGL with a valid certificate of exemption acceptable to the appropriate taxing authority.

- e. In the event that the tax authorities of any country shall determine that Buyer has a "permanent place of establishment" in such country by virtue of Buyer's transactions with its customers in said country, Buyer shall then (i) be solely responsible for all implications of such finding, and (ii) indemnify, defend and hold WGL harmless from and against any and all losses arising from such finding. In addition, Buyer and WGL shall meet and discuss on how best to address any such situation.
- f. In the event a Supplier should grant a special pricing consideration, promotion or discount to WGL and such Supplier pricing is made available to Buyer ("Pass-Through Discounts"), Buyer agrees to adhere to the terms and conditions of such Pass-Through Discounts, which may include the obligation to trade in certain products or provide for limited use credits ("Pass-Through Discount Terms"), and agrees to indemnify WGL for any Supplier claims against WGL for Buyer's failure to comply with such Pass-Through Discount Terms. Buyer agrees that payment and receipt of benefits under Pass-Through Discount Terms are contingent upon Buyer's compliance with such terms, and further agrees to pay any costs or fees, if any, charged to WGL by the Supplier for participation in Pass-Through Discounts.

19 Payment.

- a. Buyer shall pay the purchase price, without any deduction or set-off, within thirty (30) days from the date of the invoice which shall be issued to Buyer on the date that Products are shipped. If payment is made by credit or debit card, then Buyer agrees to pay all fees and service charges incurred by WGL in handling such transactions, including fees charged by the credit or debit card company.
- b. All express deliveries are subject to additional shipping charges regardless of invoice value.
- c. If (i) Buyer fails to make any payment under any Contract when due; (ii) any distress or execution is levied upon Buyer's property or assets; (iii) Buyer makes or offers any arrangement or composition with its creditors; (iv) Buyer is a body corporate and any resolution or petition to wind up Buyer's business (other than for the purpose of amalgamation or reconstruction) is passed or presented; (v) a receiver, administrator, manager or analogous person is appointed in respect of the undertaking, property or assets of Buyer or any part thereof; (vi) Buyer is an individual or a partnership, and any grounds arise for the presentation of a petition for a bankruptcy order made under Chapter 7 or 11 of the US Bankruptcy Code or any federal or state bankruptcy, insolvency or receivership law similar thereto (an "Act of Bankruptcy"); or (vii) Buyer exceeds its credit limit, then, without prejudice to any other right or remedy available to WGL, the full price of all Products delivered to Buyer under any Contract, but not paid, shall become immediately due (notwithstanding any previously agreed credit terms) and WGL may take any or all of the following courses of action:
 - i. by notice, suspend or terminate any Contract or any part thereof, without liability, and stop any Products in transit and, at its discretion, subject to Section 21, enter 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 past due, at the rate of 2.5% per month (with the exception of the a) LATAM region where interest shall be at the rate of 3% per month and b) APAC region where the interest rate shall be 15% per annum and WGL may at its discretion charge costs (including collection costs and legal costs on a solicitor-client basis) and may suspend delivery of further goods or performance of further services) until full payment is made. For clarity, a part of a month shall be treated as a full month for the purpose of calculating interest;
 - iii. set-off any amounts due against any credit note, balance or other liability issued by WGL to Buyer;
 - iv. appropriate any payment made by Buyer to such Products (including Products supplied under any other contract between Buyer and WGL or any WGL branch or affiliate) as WGL may deem fit (notwithstanding any purported appropriation by Buyer); and/or
 - v. alter Buyer's payment terms, which may include withdrawing or altering any credit limit previously granted, requiring prepayment, and/or demanding adequate assurance of due performance by Buyer through the provision of a bank guarantee.

20 Delivery.

- a. Any dates quoted for delivery of the Products are approximate only and WGL shall not be liable for any delay in delivery of the Products however caused. Any Products may be delivered by WGL in advance of the quoted delivery date upon giving reasonable notice to Buyer.
- b. Delivery of the Products shall be coordinated by WGL to the location identified in the Purchase Order and shipped DAP or DAT (IncoTerms 2010) or such lesser IncoTerm as defined in the Purchase Order. However, if WGL has a legal entity in the destination country that is capable and authorized to act

as an importer of record, WGL shall arrange for delivery DDP (IncoTerms 2010). Buyer remains responsible for all charges as described in Section 19(a). For Delivery Ex Works (IncoTerms 2010), delivery of the Products shall be made at WGL's premises upon notification to Buyer that such Products are ready for collection. Buyer shall be entitled to collect the Products on reasonable notice during WGL's normal business hours. Collection must occur no more than five (5) days from notice date. WGL shall have the right to assume that any person who both reasonably appears and claims to have the authority to accept and sign for delivery of the Products on behalf of Buyer does, in fact, have requisite authority from Buyer.

- c. Claims for non-delivery of Products must be made in writing to WGL within five (5) working days from (i) the date of invoice, or (ii) receipt of the delivered Products. Buyer agrees to notify WGL promptly in the event Buyer receives the invoice prior to receipt of the Products.
- d. Buyer agrees to accept partial delivery of Products ordered unless otherwise mutually agreed by the parties in writing. Where the parties agree in writing that a shipment must be sent complete, Buyer agrees to accept allocations of Product in the event of shortage by Supplier. Where the Products are delivered in instalments, each delivery shall constitute a separate Contract. Failure by WGL to deliver any one or more of the instalments in accordance with these Conditions or any claim by Buyer in respect of any one or more instalments shall not entitle Buyer to treat a Contract as repudiated or to cancel any other instalment.
- e. If Buyer fails to take delivery of the Products or fails to give WGL adequate delivery instructions in its Purchase Order, then, without prejudice to any other right or remedy available, WGL may: (i) store the Products until actual delivery and charge Buyer for the reasonable costs thereof, including insurance costs; or (ii) terminate the Contract forthwith and sell the Products.
- f. Buyer shall bear any and all costs (including original and return carriage costs) associated with any unjustified refusal of delivery of Products ordered pursuant to a Contract.

21 Title & Risk.

- a. Risk of loss or damage to the Products shall pass to Buyer in accordance with the chosen Incoterm. Buyer shall insure the Products for their invoice value in accordance with the chosen Incoterm. Notwithstanding delivery and the passing of risk in the Products, Buyer agrees that title to the Products shall not pass to Buyer until WGL has cleared funds received as payment for the price of the Products, and all other sums which are then currently outstanding to WGL by Buyer.
- b. Until such time as title in the Products passes to Buyer, Buyer shall (i) hold the Products as WGL's fiduciary agent and bailee, (ii) store all of the Products in such a way as to be clearly separate and identifiable from Buyer's inventory, and (iii) keep the Products in their original packaging, properly stored, protected, insured and identified as WGL's property.
- c. Until such time as the title in the Products passes to Buyer, WGL shall be entitled to require Buyer to return the Products to WGL. If Buyer should fail to immediately comply with WGL's request, WGL shall have the right to enter on or in any premises or vehicles of Buyer where the Products are loaded or stored for the purpose of repossessing said Products if Buyer is in breach of any of these Conditions or a Contract.
- d. Buyer's right to possess any Products, for which payment has not been received by WGL and cleared, shall immediately cease (i) after the appointment of a receiver to its property; (ii) after it has been placed in liquidation or administration; (iii) 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; (iv) if Buyer is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; (v) if Buyer, not being a company, has committed an Act of Bankruptcy; or (vi) if Buyer otherwise ceases to trade or threatens to cease to trade.

22 Damage & Loss in Transit.

- a. WGL 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 WGL by telephone immediately on receipt of the Products and confirmed in writing within five (5) working days and WGL has agreed to deliver the affected Products to Buyer in accordance with Section 20(b). 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 WGL 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 WGL unless such shortage is noted on the bill of lading or other delivery receipt.
- b. Subject to the foregoing, any Products which WGL has agreed to deliver to Buyer in accordance with Section 20(b) that are delivered in error or lost, damaged or destroyed during transportation will be

replaced or rectified by WGL, as originally ordered or, if rectification or replacement is not practicable, WGL will issue a credit to Buyer equal to any payments received by WGL for such Products. WGL 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.

23 Publications & Specifications.

Any and all specifications, descriptions, photographs, measurements, capacities or illustrations contained in any catalogues, price lists, brochures, leaflets, proposals, advertising matter, publications of WGL 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 Buyer and WGL. No employee or agent of WGL 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.

24 Warranty.

- a. Buyer understands that WGL 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. Any software supplied to Buyer pursuant to a Contract is supplied subject to the provisions of the Supplier's licensing terms.
- b. WGL warrants, for a period of fourteen (14) days from delivery, that any Non-standard Products will be delivered subject to the configuration set forth on the Purchase Order. WGL's sole and exclusive liability, and Buyer's sole remedy, for a breach of the warranty in this Section 24(b) shall be to repair or replace the Non-standard Products, at its sole and absolute discretion in accordance with the warranty set forth in Section 24(a).
- c. Buyer may not make or pass on any warranty terms or representations in addition to those described in Section 24(a) (e.g. the warranty provided by the Supplier), and shall take all measures necessary to ensure that neither it nor any of its agents or employees shall make or pass on any such warranty terms or representations relating to a Product provided by WGL or Supplier.
- d. 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.
- e. The Buyer represents and warrants that the End User of Products, Deliverables or Services (as the case may be) is located in the territory set out in the Buyer's Purchase Order.

25 Warranty Assistance.

- a. Buyer shall immediately notify WGL 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, WGL shall notify Buyer whether, as a matter of Supplier policy, the Claim must be handled directly with Supplier or indirectly through WGL. In the event the Claim must be handled directly between Buyer and Supplier, WGL shall provide contact information to enable Buyer to contact Supplier. In the event the Claim will be handled by WGL, then WGL shall provide Buyer with a return material authorization ("RMA") for Buyer to return the Products to WGL, and Buyer shall return such Products to WGL in accordance with these Conditions and WGL's then current RMA policy (which shall be made available to Buyer upon request). No Products may be returned to WGL 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. WGL shall not be obligated to ship replacement Products to Buyer until WGL is in receipt of the original Products being returned.
- b. Buyer agrees that WGL's sole liability to Buyer regarding any Product defect claims is limited to the administration of such claims with Supplier and is expressly contingent upon WGL's ability to obtain a refund, credit or new replacement Products from Supplier. WGL has no obligation to accept a return of Products where Buyer fails to comply with Supplier's policy on Product returns.
- c. WGL 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. WGL 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.

26 Warranty Returns.

- a. Any Products returned pursuant to an RMA issued by WGL must be returned to WGL within five (5) working days of the date of such RMA.

- b. Buyer irrevocably authorizes WGL to carry out any necessary tasks related to the repair or replacement of Products on behalf of Buyer under these Conditions.
- c. Unless WGL collects Products using its own carrier, Buyer agrees that WGL shall not be liable for any loss or damage to Products returned to WGL.
- d. Except for Products returned pursuant to Section 25 above, any returns are subject to WGL's sole and absolute discretion and may be subject to a fifteen percent (15%) restocking fee, at WGL's sole discretion.

27 Limitation of Liability.

- a. WGL'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). WGL shall have no liability under these Conditions or any Contract if WGL 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, WGL 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 (either 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 WGL, its employees, agents, Suppliers or otherwise), which arise out of or in connection with these Conditions or a Contract hereunder, even if WGL 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 WGL's liability for death or personal injury caused by WGL's negligence, or for breach of implied title to Products.

28 Intellectual Property Rights.

- a. Buyer acknowledges that the Products are the intellectual property of the Suppliers. 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. 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 WGL will not and has no duty 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 defence 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 WGL or any Supplier, any license of which shall be subject to separate agreement including any then current policies of WGL or its Suppliers, as appropriate.

29 Force Majeure.

- a. Neither party shall be liable to the other party 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) the party claiming Force Majeure shall, as soon as commercially practicable, notify the other party of such Force Majeure event, provided that the notifying party shall incur no liability for its failure to give such notice; (ii) the notifying party's duty to perform shall be suspended for the duration of the Force Majeure event; and (iii) the time of performance for the party impacted by the Force Majeure event 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 insofar as Products remain undelivered under said Contract. Upon such cancellation, WGL 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.

30 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 (i) the United States ("US") including its Export Administration Regulations, (ii) the European Union ("EU") and countries within the European Free Trade Area ("EFTA"),

and (iii) any other government with jurisdiction (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 acknowledges that such Export Control Laws and/or the applicable government authority 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 from the applicable government entities, which may include the US government and/or member states of the EU and EFTA or any other government with jurisdiction, prior to exporting such Products, or any technical data related thereto, from the applicable jurisdiction. WGL shall not be responsible for any costs, liabilities or damages resulting from Buyer's failure to obtain any such required authorisation. Buyer understands that the Export Control Laws may change from time to time. It is Buyer's sole and exclusive responsibility to obtain guidance of counsel or other appropriate channels to ensure its compliance with these laws.
- d. Buyer and WGL warrant they will not to take any action or permit or authorize any action which will render the other party 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 in obtaining or retaining business and (i) will not violate or cause the other party to violate such Act in connection with the sale and distribution of the Products; and (ii) will notify the other party 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 2012/19/EU effective February 14, 2014 (Waste Electrical and Electronic Equipment) ("WEEE") generally and as instated 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.
- f. Buyer shall indemnify, defend and hold WGL harmless from any violation or alleged violation by Buyer of the terms of this Section. Upon WGL's request, Buyer agrees to confirm, in writing, its compliance with applicable Export Control Laws and the Act.

31 Non-Solicitation.

During the term of these Conditions and for a period of twelve (12) months following the date of any Contract hereunder, Buyer hereby agrees not to solicit, induce or hire any employee of WGL 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 WGL as the case may be. Notwithstanding the foregoing, solicitation of either party's current employees or independent contractors who are not involved in the performance of these Conditions by means of a general media solicitation or trade publication or advertisement shall not constitute a breach of this provision.

32 Confidential Information.

- a. "Confidential Information" means any and all information, in any medium, which is provided by one party to these Conditions ("Discloser") to the other party ("Recipient"), that is either (i) related to these Conditions, including any Contracts, pricing, Product descriptions, business practices, financial statements, financial information, customers, methods, techniques, processes, apparatuses, and employee data; (ii) marked using a legend such as "confidential", "proprietary" or similar words, or if disclosed orally, confirmed as such by the Discloser; or (iii) any information which the Recipient should have reasonably considered to be confidential under the circumstances surrounding disclosure. All Confidential Information is provided "AS IS" without any representation or warranty, either express or implied, as to accuracy or completeness.
- b. Each party acknowledges that during the course of performing its obligations hereunder, it may receive Confidential Information. Each party will employ the same degree of care to protect the secrecy and confidentiality of the Confidential Information of the other party as it uses to protect its own Confidential Information of a similar nature, but in no event less than a reasonable degree of care. Each party will restrict the release, access and use of Confidential Information to those of its employees, officers, directors, consultants and agents who must have access to the Confidential Information in order perform its obligations under these Conditions, provided such employees, officers, directors, consultants and agents are subject to written agreements which contain confidentiality obligations in substance, at least as

strict as those set forth herein, in order to enable each party to comply with the provisions of these Conditions.

- c. Confidential Information herein shall not include information that (i) the Recipient can demonstrate by its written records to have had in its possession prior to disclosure to the Recipient by the Discloser; (ii) was part of the public knowledge or literature, not as a result of any action or inaction of the Recipient; (iii) was subsequently disclosed to the Recipient from a source other than the Discloser who was not bound by an obligation of confidentiality to the Discloser; (iv) the Recipient can demonstrate by its written records to have been independently developed by the Recipient without the use, directly or indirectly, of any of the Discloser's Confidential Information; or (v) the Recipient is required to disclose pursuant to a court order or as otherwise required by law; provided, however, that Recipient notifies the Discloser within sufficient time to give the Discloser a reasonable period to contest such order.

33 Additional Terms of Sale.

- a. Notwithstanding anything to the contrary herein, WGL and its Suppliers reserve the right to make any changes in the specifications of the Products, without notice to Buyer, which are required in order to conform to any statutory or other legal requirements or which do not materially affect the performance of the relevant Products.
- b. Where Services relate to the provision of training, WGL reserves the right to provide such Services at a venue or venues other than WGL's premises and to provide personnel of its own selection. WGL further reserves the right to refuse or curtail any training Services if a delegate or substitute delegate attending on behalf of Buyer fails to satisfy any training requirements for which Buyer was notified prior to the commencement of such training.
- c. Any Products which are subject to guidelines, restrictions or provisions imposed by a Supplier are sold, supplied and delivered to Buyer subject to any such guidelines, restrictions or provisions, which will be provided to Buyer upon request.

34 Choice of Law & Venue.

- a. These Conditions and any Purchase Order placed under them shall be governed by the laws and exclusive jurisdiction as set forth in the countries as defined below dependent on the location where WGL or its affiliate receives the Purchase Order as follows:
 - o Australia, New Zealand and South Pacific – the laws and jurisdiction of the Territory of New South Wales.
 - o North America, South America and Canada – laws and jurisdiction of the State of New York without regard to its conflicts of law principles. The parties agree that the state and federal courts located in New York City, New York, shall have sole and exclusive jurisdiction and venue over any matter arising out of these Conditions and each party hereby submits itself and its property to the venue and jurisdiction of such courts. Each party irrevocably waives any objection that it may now or hereafter have to the laying of venue of any such proceeding in such court, including any claim that such proceeding has been brought in an inappropriate or inconvenient forum.
 - o The European Union, Turkey, the UAE and Switzerland – the laws and jurisdiction of England and Wales.
 - o Japan, Korea, Philippines, Malaysia, Singapore and Indonesia – the laws and jurisdiction of Singapore.
 - o Peoples Republic of China, the laws and jurisdiction of China.
 - o Republic of South Africa – the laws and jurisdiction of South Africa.
- b. The UN Convention on Contracts for the International Sale of Goods does not apply.
- c. Each party waives any right it may have to claim that the chosen jurisdiction under these Conditions is not a convenient forum and expressly waives any right to a jury trial regarding disputes related to these Conditions.

35 Miscellaneous.

- 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 WGL. WGL may assign any Purchase Order, in whole or in part, as it relates to a particular WGL affiliate outside the US without the consent of Buyer. WGL shall endeavor to provide prompt notice of any assignment to Buyer.
- b. **Waiver.** Failure by either party 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 WGL 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 WGL 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 WGL may collect, store and use Buyer's 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's data by WGL for these purposes. Notwithstanding the foregoing, WGL 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 WGL in writing that it does not wish to receive such promotional information.
- f. **Personal Data Protection**
- g. During the Term of these Conditions in connection with any processing of personal data which it receives under these Conditions, each Party shall comply with all applicable laws, rules, regulations, regulatory requirements and codes of practice pertaining to data privacy and protection in the Territory (collectively, the "Data Protection Laws"). Each Party agrees to obtain all necessary consents under the Data Protection Laws and will not pass personal data to third parties without prior notification to the data subject.
- h. WGL may use, store or otherwise process and may transfer or disclose any personal data provided by Buyer to any member of WGL wherever located in the world for the purpose of administration of these Conditions and relationship management on an ongoing basis, and Buyer agrees to inform its employees of the same. Buyer will have the obligation to take necessary steps to provide prior notice to the data subject (as defined by the Data Protection Laws in the Territory in which Buyer operates) that their information may be used, stored or otherwise processed by WGL wherever located in the world. Buyer may use, store or otherwise process personal data provided by WGL for relationship management purposes, but shall not pass any personal data to third parties without prior notification to the data subject. In the event that WGL is managing personal information of Buyer's agents or customers including End User, this information will be managed in accordance with WGL's Privacy Policy, which is posted on WGL's global website [here](#), the terms of which are hereby incorporated herein by reference. Please take note of the export provisions.
- i. IN THE EVENT BUYER IS COLLECTING DATA OF ITS CUSTOMERS, BUYER IS RESPONSIBLE TO ADHERE TO ALL APPLICABLE DATA PRIVACY LAWS INCLUDING NOTICE AND CONSENT PROVISIONS.
- j. Each Party shall defend, indemnify and hold harmless the other Party from and against any and all claims, actions, liabilities, losses, damages and expenses (including reasonable legal expenses) which arise from third party claims and/or government agency actions arising directly or indirectly out of or in connection with a Party's data processing activities under or in connection with these Conditions, including without limitation those arising out of any third party demand, claim or action, or any breach of contract, negligence, fraud, willful misconduct, breach of statutory duty or non-compliance with any part of the Data Protection Laws.
- k. By signing below, Buyer acknowledges that WGL may use Buyer's personal information in order to communicate with Buyer about its products and services and those of its subsidiaries, affiliates, and parent companies and any of its related businesses and those of its third-party partners. Buyer further acknowledges that Buyer has read and understands the Privacy Policy available [here](#). By signing below, Buyer consents to this use of its personal information, including as further disclosed in the Privacy Policy. Buyer is aware that it can withdraw its consent at any time with effect for the future without giving any reasons via email to David.Grant@westcongroup.com.
- l. **Notices.** All notices shall be in writing and shall be sufficiently given if delivered personally or by a reputable overnight carrier with proof of delivery or mailed by first class certified mail, return receipt requested, to Westcon Group, Unit 4, 39 Herbert Street, St Leonards NSW 2065, Attention: Legal Department and to Westcon GDS, LLC., 520 White Plains Road, Tarrytown, NY 10591, Attention: Legal Department or to such other address or addressee as either party may, from time to time, specify by notice in accordance with this Section. Notices shall be deemed given upon receipt by the addressee.

36 Entire Agreement. These Conditions constitute the entire agreement between the parties as to the subject matter hereof and supersedes and cancels any and all of Buyer's terms and conditions, or other written or oral agreements previously existing between the parties and/or their affiliates with respect to such subject matter. Buyer acknowledges that it is not entering these Conditions on the basis of any representations not expressly contained herein. Every Contract between WGL and Buyer or any of its subsidiaries shall be subject to these Conditions. Buyer shall be deemed to have accepted these Conditions by the earlier of: (i) signing a WGL credit application, (ii) submitting a Purchase Order to WGL, or (iii) accepting Products from WGL.

37 Electronic Signatures. Original signature transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., .pdf or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. These Conditions may be executed in multiple counterparts, each of which shall be deemed to constitute an original but all of which together shall constitute only one document.

SPECIAL TERMS FOR AUSTRALIA AND NEW ZEALAND

PERSONAL PROPERTY SECURITIES LEGISLATION (PPSA)

The Buyer agrees that the following terms shall apply to all Purchase Order for Products distributed by WG in Australia and New Zealand

1. If WG already has a registered security interest in Products it supplies to Buyer that security interest continues under these Conditions. Otherwise, Buyer grants WG a security interest in all Products that WG supplies to Buyer together with all proceeds, whether or not those Products have become accessions to other goods, sold, processed or commingled into or mixed with other Products, and/or owed by Buyer now and in the future.
2. Buyer consents to WG registering a security interest under the relevant PPSA in Products WG supplies to Buyer. Buyer will do everything possible to enable WG to register a security interest under the PPSA, including providing any information necessary to enable registration of a priority security interest such as a purchase money security interest or equivalent (PMSI), and will advise WG immediately, in writing, of any changes to that information. Buyer will grant a PMSI, in priority to all other creditors, in favour of WG, and in all goods that are supplied from time to time by WG to Buyer as security for Buyer's obligations to WG. Where Products supplied to Buyer have become mixed with similar goods supplied by a third party, Buyer grants WG a security interest in the mixed goods to the value of the goods in the mixture that WG has supplied to Buyer, but for which payment remains outstanding.
3. Buyer waives any rights under any section of the PPSA to receive any notification or verification statement(s) relating to the security interests in the Products. Buyer waives or excludes such sections of the PPSA, as WG may require, subject to those sections being capable of exclusion.
4. Buyer will provide WG, within two (2) business days of a written request, copies of all security interests over Products WG supplies to Buyer and authorises WG, as its agent, to request information from any secured party relating to any security interest which is held by such secured party. WG, at its option, may require Buyer to pay all reasonable costs, including legal costs on a solicitor-client basis, associated with the registration, maintenance, enforcement, discharge or amendment of any registered security interest by WG, whether or not such change was initiated by Buyer.
5. If WG repossess any Products pursuant to this Agreement, WG may retain those Products or dispose of them without notice to Buyer and, after deducting reasonable costs of sale, credit any surplus, by way of setoff against any sums owing to it. WG is not obliged to furnish Buyer with a statement of account or to pay to any other person any sum in excess of the total amount owed by Buyer at the time its account is credited. WG is not obliged to reinstate this Agreement or resupply any repossessed Products to Buyer.