1. Definitions & Interpretation

a. Where used in these Terms and Conditions of Sale:
   i. “Representative” means any natural person or body corporate, including any employee of any person who holds the title of officer and/or is the owner of the business.
   ii. “Buyer” means any individual, person, company, firm, partnership or organization that purchases Products from WGEO for use in its business or as part of a third party end-user or other customer and not for use as a Consumer.

b. “Consumer” means any individual, person, company, firm, partnership or organization that is acting as a consumer (as defined by applicable law) and/or for purposes not related to his or her trade, business, craft or call of life.

c. “Conditions” means these Terms and Conditions of Sale or any successor terms and conditions under which the Buyer is notified are in full force and effect as of the date of a Contract and are concurrently available at the following URL: https://www.westconcomstor.com/global/en/legal/legal-terms-and-conditions.html.

d. “Contract” means any agreement for the purchase and sale of Products from WGEO to Buyer which results from the execution of a Purchase Order or the placing of an order by Buyer.

e. “Contract Date” means the date upon which a Purchase Order is accepted by WGEO.

f. “Delivery” means the delivery of any Products purchased hereunder to the Buyer’s premises or otherwise agreed between Buyer and WGEO.

g. “Order” means any order for the sale or purchase of Products submitted in writing by Buyer to WGEO.

h. “Order Confirmation” means any order for the sale or purchase of Products in which Buyer and WGEO agree to the terms of sale issued by WGEO.

i. “Prices” means any price charged by WGEO for any Products ordered by Buyer, which is exclusive of the cost of packaging and delivery, any taxes or other duties, or any applicable discounts or other allowances.

j. “Product(s)” means any one or more of the eligible Products for which a Contract exists or under which a Contract may be made.

k. “Products” includes (but is not limited to) any hardware, software, services, parts or accessories purchased or ordered by the Buyer.

l. “Year” means the twelve (12) month period beginning on January 1st and ending on December 31st.

m. “WGE” means Westcon Group European Operations Limited, a company located at the following URL: https://online.westcongroup.com/global/en/legal/terms.


2. Terms and Conditions of Purchase

a. Every Contract between WGEO and Buyer shall be subject to the Conditions. No additional or alternative terms or conditions or any alteration to these Conditions provided by Buyer or by any document or representation, oral or written, made by WGEO or any WGEO branch or subsidiary) as WGEO may deem fit (notwithstanding any previously agreed credit terms) and WGEO shall be entitled to take any or all of the following courses of action:

   i. by notice, suspend or determine any Contract or part thereof, without prejudice to any other rights or remedies available to WGEO, if (i) Buyer fails to make any payment when due or fails to observe or perform any of its obligations under a Contract or any such guidelines, restrictions or provisions.

b. Products shall be supplied to Buyer subject to the following terms and conditions:

   i. Products shall be delivered within the time agreed upon by Buyer and WGEO; time shall be of the essence of any Contract.

   ii. Claims for non-delivery of Products delivered to it and shall pay the appropriate pro-rata portion of the invoice price for such Products.

   iii. Buyer shall bear any and all costs (including original and return carriage costs) associated with any unqualified refusal of delivery or failure to order pursuant to a Contract.

   iv. If failure to take delivery of the Products or failure to give WEGO adequate delivery instructions in its Purchase Order or other forms submitted to Buyer shall be deemed to be a refusal of delivery, Buyer hereby waives and irrevocably releases WEGO from any and all claims for non-delivery and charge Buyer for the reasonable costs thereof, including insurance costs; or (ii) terminate the Contract forthwith.

   v. Buyer is required to return any or all of the Products delivered to it to WGEO at Buyer’s expense and at Buyer’s risk and expense.

   vi. Buyer shall be notified of any increase in the cost of labour, materials or other costs of manufacture, any change in delivery terms, or any other reason whatsoever. Buyer shall indemnify and hold WGEO harmless for any and all delays, claims, losses, expenses or damages for which Buyer shall be additionally liable for paying to WGEO. Buyer shall not be entitled to any credit limit previously granted, requiring prepayment, and demanding adequate assurance of due performance by Buyer through the provision of such guarantee, letter of credit or any other security.

   v. Where services relate to the provision of training, WGEO reserves the right to provide substitute trainers or training facilities.

3. Special Order Goods

a. Notwithstanding the foregoing, WGEO reserves 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. Any Products which are subject to guidelines, restrictions or provisions imposed by a Supplier are sold and/or delivered to Buyer subject to any such guidelines, restrictions or provisions.

4. Special Order Goods

a. Any instructions of the Buyer or failure of the Buyer to give WGEO adequate information or instruction, but WEGO shall only increase its price by the amount necessary to reflect such an increase. Further, in the event WEGO or its agent makes a claim for payment or omission or under the fault of Buyer, costs (including the cost of all labour and materials used), damages and expenses incurred by WEGO as a result of a cancellation, subject to a minimum of 5% of the total value of a cancelled Purchase Order (which amount Buyer agrees represents a reasonable pre-estimate of WEGO’s loss), together with WEGO’s costs and expenses of receiving Products delivered or in transit.

b. The price of Products which are not in stock on the Contract Date ("Backorder") shall be: (i) the quoted price which is changed to the price of the Products upon delivery to Buyer; (ii) the price prevailing on the date of delivery to Buyer; (iii) the list price in WGEO’s then current published price list on the date the Backordered Products are scheduled for delivery; or (iv) the list price in WEGO’s then current published price list on the date the Backordered Products are scheduled for delivery.

5. Price

6. Payment

a. If Buyer has not been granted credit facilities by WGEO then Buyer’s payment shall be due on the date of invoice and in advance of delivery. If Buyer has been granted credit facilities by WGEO then 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 due on the date that Products are shipped or delivered. If Buyer is requested to accept payment in advance, then Buyer agrees to accept any invoice charges incurred by WEGO in handling such transactions, including fees charged by the credit card company.

b. All express deliveries are subject to additional shipping charges regardless of invoice value.

c. Time will not be of the essence of any of these Conditions. WGEO shall be entitled to recover any invoice amounts notwithstanding that delivery may not have taken place or that title has not passed to Buyer. If (i) Buyer fails to make any payment when due or fails to observe or perform any of its obligations under a Contract or any such guidelines, restrictions or provisions, or (ii) Buyer makes or offers any arrangement or composition with its creditors; (ii) Buyer is a body corporate and any resolution or petition to wind up Buyer’s business (or other than for the purpose of amalgamation or reconstruction) is passed; (iii) Buyer makes any arrangement with its creditors or allows a moratorium to exist in respect of any of its debts; (iv) Buyer is an individual and a bankruptcy order made under Part X Chapter 1 Insolvency Act 1986 or any statutory re-arrangement or modification thereof or on the presentation of such a petition; (v) Buyer exceeds its credit limit then, without prejudice to any other right or remedy available to WEGO, WEGO shall be entitled to demand full payment for the Products and the full and final settlement of all other debts due from Buyer to WEGO (notwithstanding any previously agreed credit terms) and WEGO shall be entitled to take any or all of the following courses of action:

   i. Buyer is notified are in full force and effect as of the date of a Contract and are concurrently available at the following URL: https://www.westconcomstor.com/global/en/legal/terms.

   ii. Buyer’s Finance Director or Vice President, or any other individual, person, entity, company, firm, partnership or organization that is acting as a consumer (as defined by applicable law) and/or for purposes not related to his or her trade, business, craft or call of life.

   iii. Buyer is an individual and a bankruptcy order made under Part X Chapter 1 Insolvency Act 1986 or any statutory re-arrangement or modification thereof or on the presentation of such a petition; (v) Buyer exceeds its credit limit then, without prejudice to any other right or remedy available to WEGO, WEGO shall be entitled to demand full payment for the Products and the full and final settlement of all other debts due from Buyer to WEGO (notwithstanding any previously agreed credit terms) and WEGO shall be entitled to take any or all of the following courses of action:

   i. Buyer is notified are in full force and effect as of the date of a Contract and are concurrently available at the following URL: https://www.westconcomstor.com/global/en/legal/terms.

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b. All express deliveries are subject to additional shipping charges regardless of invoice value.

c. Time will not be of the essence of any of these Conditions. WGEO shall be entitled to recover any invoice amounts notwithstanding that delivery may not have taken place or that title has not passed to Buyer. If (i) Buyer fails to make any payment when due or fails to observe or perform any of its obligations under a Contract or any such guidelines, restrictions or provisions, or (ii) Buyer makes or offers any arrangement or composition with its creditors; (ii) Buyer is a body corporate and any resolution or petition to wind up Buyer’s business (or other than for the purpose of amalgamation or reconstruction) is passed; (iii) Buyer makes any arrangement with its creditors or allows a moratorium to exist in respect of any of its debts; (iv) Buyer is an individual and a bankruptcy order made under Part X Chapter 1 Insolvency Act 1986 or any statutory re-arrangement or modification thereof or on the presentation of such a petition; (v) Buyer exceeds its credit limit then, without prejudice to any other right or remedy available to WEGO, WEGO shall be entitled to demand full payment for the Products and the full and final settlement of all other debts due from Buyer to WEGO (notwithstanding any previously agreed credit terms) and WEGO shall be entitled to take any or all of the following courses of action:

   i. Buyer is notified are in full force and effect as of the date of a Contract and are concurrently available at the following URL: https://www.westconcomstor.com/global/en/legal/terms.
c. If the Buyer sells any Products before title has passed to Buyer in accordance with the Conditions in such a manner as to pass valid title to the Products to a third party, the Buyer shall hold the proceeds of such sale and/or the right to claim or receive such proceeds of sale in trust for WGEO, provided the foregoing shall not constitute a breach of confidence by the Buyer as an agent of WGEO for the purposes of any such resale.

d. Until such time as the title in the Products passes to Buyer, WGEO shall be entitled to require Buyer to return the Products to WGEO. WGEO may record its interest in the Products in such public or private registry as it deems appropriate. WGEO shall be entitled, in addition, to enter on or in any premises or vehicles of Buyer where the Products are loaded or stored for the purpose of representing said Products if Buyer is in breach of any of these Conditions or a Contract.

e. Buyer shall bear all risk of loss and damage to Products in transit until delivery to Buyer at the place of delivery, or, if not occurring to delivery, at Buyer’s place of business or at Buyer’s request or direction. WGEO may agree 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. WGEO shall not be responsible for any such error, loss or damage incurred prior to the delivery of the Products to Buyer, or for losses or damage occurring to the Products during transit, including, but not limited to, damage or loss incurred due to the actions of the carrier or due to acts or omissions of Buyer and/or Buyer’s agents.


a. WGEO shall not be liable in respect of error, loss, damage or destruction to any Products during transportation of the Products to Buyer unless notice thereof is addressed to WGEO by telephone immediately on receipt of the Products to Buyer, and the Products are received without written notice of any such error, loss, damage or destruction to the Products. No representations or warranties shall be extended by the making of 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 in any form whatsoever to appoint, engage, contract or employ such employee or agent of WGEO 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.

d. 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, WGEO 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.

10. Returns.

a. Buyer shall return Products to WGEO if any Products supplied to Buyer prove to be defective in quality or condition. WGEO will provide a return material authorization ("RMA") number to Buyer in writing if any of its owners, partners, principals, directors or officers are or become officials, officers or agents of any government agency, or if Buyer or any of its agents or employees shall make or pass on, any warranty or representation relating to a Product on behalf of WGEO or Supplier to its customers. WGEO agrees to receive returned Products in good order and will issue Buyer a credit equal to any payments received by WGEO for such Products. WGEO shall not be liable for any loss, damage or destruction to any Products returned to WGEO.

b. Buyer and WGEO shall agree to submit to the exclusive jurisdiction of the English courts.

c. The remaining provisions of these Conditions will remain in full force and effect. Buyer and WGEO hereby agree to be governed by and to construe these Conditions in accordance with the laws of England and Wales, and the remaining provisions of these Conditions shall be construed and enforced in accordance with the laws of England and Wales.

11. Warranty.

a. Buyer understands that WGEO 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 in the normal course of its business.

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 WGEO or Supplier to its customers.

c. Any warranty or representations made or relied upon to the detriment of Buyer by or about Supplier, Supplier’s employees, agents or employees of WGEO or agents or employees of WGEO, or any third party, are the responsibility of and the sole liability of WGEO, and are subject to the provisions of the Supplier’s warranty policy.

12. Limitation of Liability.

a. Buyer and Supplier hereby agree that WGEO shall not be liable to Buyer or any third party for any loss or damage to Product returns to WGEO, except for products returned under a valid RMA number displayed on the Products packaging.

d. No Products may be returned to WGEO without a valid RMA number displayed on the Products packaging.


a. WGEO 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 is caused by any cause beyond its control and without its fault or negligence, which cause is beyond the reasonable control of WGEO.

b. Buyer agrees that these Conditions, including any Contracts, and all Product related information including pricing and descriptions which are provided to Buyer with respect to any of these Conditions or any Contract shall not be transferred to any third party without the prior written consent of WGEO. Buyer agrees to hold all 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 know 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, express or implied, as to accuracy or completeness. Buyer shall not transfer or assign these Conditions or any Contract to a third party any sensitive information provided by Buyer which is marked as confidential, proprietary or similar using terms.


a. These Conditions shall governed by the laws of England and Wales, and Buyer hereby agrees to submit to the exclusive jurisdiction of the English courts. The United Nation’s Convention on Contracts for the International Sale of Goods is specifically excluded from application to these Conditions. 

b. Buyer understands and agrees that WGEO will not act and has no duty to indemnify, defend or hold Buyer or any 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 to the extent that a Supplier has expressly agreed to offer such indemnification and defence to Buyer on a pass through basis.
1. **General Application.** Capitalized terms used in this Addendum but not defined herein will have the respective meanings ascribed to such terms in the Conditions. In the event of any conflict between the terms of this Addendum and the terms of the Conditions, this Addendum shall control. Except as modified by this Addendum, the Conditions shall remain in full force and effect. The articles mentioned in this Addendum replace the respective articles in the Conditions. Reflectation to any article in this Addendum is reference to the respective article in the Conditions.

2. **Article 1(a)(iii).** “Consumer’ a natural person not acting in the exercise of a performance or an undertaking.”

3. **Article 6(c).** Timely payment in full is of the essence of these Conditions. WGEO shall be entitled to recover any invoiced amounts notwithstanding that delivery may not have taken place whether or not title has passed to Buyer. 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 an 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 partnership and any grounds arise for the presentation of a petition for a bankruptcy order or any statutory re-enactment or modification thereof or on the presentation of such a petition (an “Act of Bankruptcy”); or (vii) Buyer exceeds its credit limit then, without prejudice to any other right or remedy available to WGEO, the full price of all Products purchased by Buyer under the Contract, but not paid, regardless of whether such Products are delivered or undelivered, shall become immediately due (notwithstanding any previously agreed credit terms) and WGEO shall be entitled to take any or all of the following courses of action:
   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 8, enter Buyer’s premises to recover Products for which payment has not been made in full;
   ii. charge Buyer interest, both pre- and post-judgement, on any unpaid amount past due, at the rate of 2,5% per month 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 WGEO to Buyer;
   iv. appropriate any payment made by Buyer to such Products (including Products supplied under any other contract between Buyer and WGEO or any WGEO branch or subsidiai) as WGEO 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 demanding adequate assurance of due performance by Buyer through the provision of a bank guarantee.

4. **Article 8(b).** Until such time as title in the Products passes to Buyer, Buyer shall (i) hold the Products as a good administrator, (ii) store all of the Products in such a way as to be clearly separate and identifiable from Buyer’s inventory, (iii) keep the Products in their original packaging, properly stored, protected, insured and identified as WGEO’s property. Notwithstanding the foregoing, Buyer may resell the Products in the ordinary course of business, provided, (i) any such resale shall be subject to a retention of title clause, including a right of entry for WGEO to repossess Products recovered by this Clause, and (ii) Buyer does not offer the Products as collateral or otherwise pledge or grants a charge or allow a lien to exist in respect of the Products (a “Third Party Security Interest”) until title has passed to Buyer in accordance with these Conditions. If Buyer does permit, allow or otherwise create a Third Party Security Interest in the Products before title has passed to Buyer, then all monies owed to WGEO shall immediately become due and payable. Upon WGEO’s request, Buyer shall provide WGEO with all details and information necessary to collect the Products in the event of non-payment by Buyer.

5. **Article 8(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 or otherwise ceases to trade or threatens to cease to trade. Article 11(c). Save for the aforementioned warranty by the Supplier of the Products, WGEO waives any warranties, conditions or terms implied by law, to the fullest extent permitted by law.

6. **Article 14(b).** Except as expressly provided in these Conditions, WGEO 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, record 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 (by WGEO, its employees, agents, Suppliers or any other) which arise out of or in connection with these Conditions or a Contract hereunder, even if WGEO or its Suppliers have been advised of the possibility of such loss, liability or damages. WGEO will not invoke any of the limitations of liability as described in these Conditions in case the damage is caused by WGEO’s or its Authorised Representatives intentional act or omission or intentional recklessness.

7. **Article 18(d).** It is Buyer’s sole and exclusive responsibility to obtain any and all appropriate approvals 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 Netherlands. WGEO 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.

8. **Article 19.** With the Contracts shall be governed by the laws of the Netherlands and Buyer hereby agrees to submit to the exclusive jurisdiction of the competent Dutch courts. The United Nation’s Convention on Contracts for the International Sale of Goods is specifically excluded from application to these Conditions and the Contracts.