1. Definitions & Interpretation.

a. Where used in these Terms and Conditions of Sale:
   i. **Company** means Westcon Group European Operations Limited, registered in England and Wales under company number 5441128, with a registered place of business at Chandlers House, Willison Road, Cheadle Hulme, Cheadle, Cheshire, SK8 6JU, U.K. or, as appropriate, any branch offices or sub-sites within the meaning of s736 Companies Act 1985.

b. a **Contract** means any agreement, contract or other form of Products for which payment has been received by WGEO.

c. **Condition** means these Terms and Conditions of Sale or any successor terms and conditions that the Buyer is notified in full force and effect as of the date of a Contract and are concurrently available on WGEO’s website located at https://www.westconconsultor.com/global/legal/terms-and-conditions.html.

d. **Contract Date** means the date upon which a Purchase Order is accepted by WGEO.

e. **Contractor** means any third party provider of Products.

f. **E-System** means Westcon Group European Operations Limited, registered in England and Wales under company number 5441128, with a registered place of business at Chandlers House, Willison Road, Cheadle Hulme, Cheadle, Cheshire, SK8 6JU, U.K. or, as appropriate, any branch offices or sub-sites within the meaning of s736 Companies Act 1985.

g. a **Force Majeure** means any act of God, government, war, terrorism, riot, fire, floods, earthquake, explosion, or any other causes or circumstances which are beyond the reasonable control of WGEO (including delay by its suppliers or sub-contractors).

h. **Goods** means any Supplier’s goods and/or software, or any instalment or parts thereof, which are supplied by WGEO to Buyer pursuant to a Contract, including any Supplier documentation related thereto.

i. **Terms and Conditions** means the Conditions that apply to Products supplied by WGEO to Buyer pursuant to a Contract.

j. **Price** means the price of Products after the Contract Date to reflect any increase in the cost of such Products that is due to any factor beyond the control of WGEO (including delay by its suppliers or sub-contractors).

k. **Products** means any combination of Goods, Special Order Goods and Services which are supplied by WGEO to Buyer pursuant to a Contract.

l. **Purchase Order** means any document or electronic order for Products and shall include any order that Buyer places online through the Website or transmits via email or facsimile.

m. **Services** means any Supplier’s services which are supplied by WGEO to Buyer pursuant to a Contract.

n. **Special Order Goods** means any Goods that are custom ordered or configured by Buyer’s specifications, or otherwise designated as special order Goods by WGEO.

2. General Terms of Order.

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 proposed by the Buyer contained or referred to in a Purchase Order or other form of Contract between WGEO and Buyer shall be binding upon WGEO unless the same are so expressly accepted in writing by an Authorised Representative of WGEO with respect to that Purchase Order. Similarly, any Purchase Order submitted through the E-System which contains non-conforming terms or conditions shall be deemed a rejection of such Buyer’s terms and conditions or an offer by Buyer to purchase Products subject to Conditions.

b. Buyer shall be deemed to have accepted these Conditions by the earlier of (i) signing a westcon credit application, (ii) submitting a Purchase Order to WGEO, or (iii) accepting delivery of Products from WGEO.

c. Notwithstanding the foregoing, the non-compliance of a Buyer’s order or purchase requisition, price list, or any other information shall not be considered an offer by WGEO to sell Products at those prices or subject to any other terms and conditions. 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 WGEO, (ii) a Purchase Order placed through the E-System is confirmed by WGEO via email, or (iii) WGEO proceeds with the fulfillment of the Purchase Order.

d. Notwithstanding the foregoing, WGEO and its Suppliers reserve the right to modify the Conditions to the extent necessary to avoid any violation of applicable law or to reasonably protect WGEO’s or its Suppliers’ rights.


a. Notwithstanding anything to the contrary contained herein, if Buyer has elected to purchase Special Order Goods, Buyer understands and agrees that any Contracts for Special Order Goods may not be cancelled, withdrawn, rescinded or otherwise modified by Buyer, and Buyer further understands and agrees that such Special Order Goods are being delivered subject to the conditions set forth on the Purchase Order. WGEO’s sole and exclusive liability, and Buyer’s sole remedy, for a breach of the foregoing warranty shall be to repair or replace, at its sole and exclusive discretion, any Special Order Goods, except as set forth under Clause 12, may not be returned, refused or rejected for any reason whatsoever. Buyer shall indemnify and hold WGEO harmless for any and all delays, claims, losses, damages, and any other costs or expenses incurred by WGEO or any third party in connection with such Special Order Goods.

b. Buyer shall be solely responsible for the accuracy of any Purchase Order submitted for Special Order Goods, including the specification, configuration or other details of such Special Order Goods and Buyer acknowledges, understands, and agrees that any errors, omissions or inaccuracies in Buyer’s specifications, or otherwise intentional or unintentional modifications to any such goods, inclusions, exclusions or terms shall be deemed by Buyer to be good and satisfactory, and will be deemed to be in accordance with such purchase orders.


a. No Purchase Order which has been accepted by WGEO may be cancelled or rescheduled by Buyer except with written notice from WGEO. Any request to cancel or reschedule a Purchase Order shall be made in writing to WGEO within five (5) working days from the date of invoice.

b. WGEO reserves the right, by giving notice to Buyer at any time before delivery, to increase the price of Products after the Contract Date to reflect any increase in the cost of such Products that is due to any factor beyond the control of WGEO (including delay by its suppliers or sub-contractors).

5. Price.

a. The price of Products in WGEO’s stock 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 WGEO’s then published price list on the date a Contract is accepted by WGEO, or (iii) no price has been quoted or a quoted price has expired.

b. The price of Products which are not in stock on the Contract Date (“Backordered”) shall be: (i) the quoted price which has been given verbally and in writing and is confirmed in writing or (ii) the list price in WGEO’s then current published price list on the date the Backordered Products are scheduled for delivery.

c. Notwithstanding the foregoing, WGEO reserves the right, by giving notice to Buyer at any time before delivery, to increase the price of Products after the Contract Date to reflect any increase in the cost of such Products that is due to any factor beyond the control of WGEO (including delay by its suppliers or sub-contractors).
a. 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 an assignment of any Product to the Buyer for the purposes of any such resale.

b. 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 upon reasonable demand. WGEO shall have the right to terminate any sales contract or sales agreement, and may 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.

c. Buyer understands and agrees that WGEO 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, 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 or any other 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.

d. 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 specifically for such government’s use.

e. Nothing contained herein shall be construed as authorising or granting to Buyer any right or license to use any trademark, trade name, or similar proprietary rights.

16. E-System Specific Terms.

a. WGEO shall provide Buyer with 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 E. Buyer shall immediately notify WGEO if in a breach of the above, or if the Buyer becomes aware of any unauthorised use of said Buyer ID. Buyer shall maintain appropriate security policies and procedures to ensure proper use of the Buyer ID. Absent notice from Buyer otherwise, WGEO shall have the right to rely absolutely on any Purchase Orders submitted through the E-System and treat any Purchase Order submitted through the E-System as if it were issued by Buyer.

d. Buyer shall be solely responsible, at its sole cost and expense, for securing and maintaining its own internet access, facilities, hardware and software required to access the E-System. Buyer agrees that WGEO cannot guarantee the security or integrity of any data or information exchanged through the Internet or the E-System.

17. Force Majeure.

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 was caused by an event or circumstance which was beyond the control of WGEO, and over which WGEO had no reasonable power to control or avoid.

c. In the event of a Force Majeure event it 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 other deliveries.

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 Export Control Executive Order (‘EYE’) of the United States and the Export Control Laws of any country from and to which the Products are shipped, exported or re-exported or made available (collectively “Export Control Laws”) and Buyer hereby agrees not to re-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 laws and that any re-export, re-export or other distribution of said Products or of any direct products thereof without the prior written approval of the appropriate government agency from which the Products were obtained shall be a violation of such laws.

b. Buyer shall comply with all laws and regulations, and any other requirements of any government, political or international power, that regulate the import, export, re-export, sale or distribution of the Products. Buyer shall comply with all laws, regulations, orders and directives of any government or any other government with jurisdiction. Buyer further warrants that it will not export or re-export any of the Products, or direct products thereof, to any country, person or entity, or for any purpose, unless Buyer has obtained prior written approval from the appropriate government agency from which the Products were obtained.

c. Buyer may be required by law or regulation to ensure that any Products purchased from WGEO are not transmitted, exported or re-exported to any country, person or entity, or for any purpose, that may be subject to foreign country restrictions. In the event Buyer fails to obtain any such required authorisation, Buyer understands that the Export Control Laws may change at any time. Buyer is solely and exclusively responsible to obtain guidance of counsel 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 WGEO liable for a violation of any foreign, national or international laws, rules or regulations, that are required by law or legal obligation to exhibit, offer or give, directly or indirectly, money or anything of value to any official of a foreign government, political party or political party official, or official of a foreign political party or political party official, in order to obtain or retain business. Buyer agrees that it (i) will not violate or cause WGEO to violate such Act in connection with the sale and distribution of the Products; and (ii) will notify WGEO in writing if any of its owners, partners, directors, or officers are or become officials, officers or representatives of any government, political party or political party official.

b. Buyer shall comply with EU Directives 2002/95/EC (Restriction on Hazardous Substances) and 2000/53/EC dated January 27, 2000 (Waste Electrical and Electronic Equipment ("WEEE") general and as inscribed within each country into which such Products are imported, exported or otherwise distributed by Buyer, such obligation which shall include registering as a "producer" under applicable WEEE legislation. Buyer notify WGEO in the event it should become aware of any of the above.

c. Buyer shall indemnify, and hold WGEO harmless from any violation or alleged violation by Buyer of the terms of these Conditions. Upon WGE0’s request, Buyer agrees to confirm, in writing, its compliance with applicable Export Control Laws and the Act.


a. Buyer agrees to notify the Seller at least 12 months following the date of the any contract hereunder. Buyer hereby agrees not to solicit or induce any employee of WGEO involved in the marketing, promotion, sale or distribution of Products to Buyer to leave their employment, and not to solicit or induce any such employee of WGEO not to enter into or continue to be employed by some business associated with competitor of WGEO or to be employed by some business in the same or a related industry.

b. Buyer agrees that these Conditions, including any Contracts, and all Product related information including pricing and descriptions which are provided to WGEO by Buyer, regardless of the form in which it is provided, are considered Confidential Information of WGEO and are the property of WGEO. Buyer agrees not to disclose 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 require such access in the performance of their duties and who 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 the accuracy, completeness or usefulness of the same. Buyer agrees that the same shall be for use by Buyer and transferred to a third party any sensitive information provided by Buyer which is marked as confidential, proprietary or similar using.

20. Severability.

a. The obligations of this Agreement are severable. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

b. Any such exclusion, limitation, or denial of liability shall be limited to the extent permitted by applicable law.


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 WGE0.

b. Waiver. Failure of WGE0 to enforce any provision of these Conditions or a Contract shall not be deemed a waiver of the right to the enforcement thereof or any other provision of these Conditions or a Contract.

22. Severability. If any term or provision of these Conditions is found to be invalid, unenforceable or contrary to law by any court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of these Conditions will remain in full force and effect.

23. Authority. Buyer agrees that all representations and specifications made to WGE0 with respect to these Conditions or any Contract hereunder in sufficient detail to permit WGE0 to accurately determine whether Buyer has fulfilled its terms. Buyer shall make such records available upon reasonable notice, during regular business hours, to any available inspection officer of WGE0. Buyer agrees to perform at its own expense 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 specifically for such government’s use.

24. Choice of Law & Venue. These Conditions shall be 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.
5. Article 6(c)

Clause 1(a)(iv).

Article 5(c)

Article 5(b)

Westcon Group European Operations Limited, Belgium Branch Terms and Conditions (English).doc Page 3 of 3 WGEO Confidential Information

This Belgium Amendment to Terms and Conditions of Sale ("Amendment") shall apply to all transactions between Buyer and WGEO through its Belgium branch, Westcon Group European Operations Belgium Branch Ltd., registration number BE0885629202 with a registered place of business at Diegem, Culliganlaan 1D, Belgium, B-1831 Diegem ("WGEO Belgium"). Accordingly, for all transactions between Buyer and WGEO Belgium any references to WGEO in the Conditions and this Amendment shall mean WGEO Belgium.

1. General Application. Capitalized terms used in this Amendment 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 Amendment and the terms of the Conditions, this Amendment shall control. Except as modified by this Amendment, the Conditions shall remain in full force and effect.

2. Clause 1(a)(iv). Clause 1(a)(iv) is deleted in its entirety and replaced with the following: "Conditions" means these Terms and Conditions of Sale or any such successor terms and conditions that the Buyer is notified are in full force and effect as of the date of a Contract and are concurrently available on WGEO's website located at the following URL: https://www.westconcomstor.com/global/on堤egalr/engl/terms-and-conditions.html. Buyer may also request a copy of the most current Terms and Conditions of Sale via email to the following address: terms@westcon.be, or by submitting a written request via post to WGEO Belgium c/o Belgium Credit Team.

3. Article 5(b). The price of Products which are not in stock on the Contract Date ("Backordered") 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 WGEO's then current published price list on the date of Contract, where no price has been quoted or a quoted price has expired.

4. Article 5(c). Notwithstanding the foregoing, WGEO reserves the right, by giving notice to Buyer any time before delivery, to increase the price of Products after the Contract Date to reflect any increase in the cost of such Products that is due to any factor beyond the control of WGEO, including any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture, any change in delivery dates, quantities or specifications for the Products which are requested by the Buyer or any delay caused by instructions of the Buyer or failure of the Buyer to give WGEO adequate information or instruction, but WGEO shall only increase its price by the amount necessary to reflect such an increase.

5. 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 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 collective arrangement of his debts or any statutory re-enactment or modification thereof or on the presentation of such a petition (an "Act of collective debt"); 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 delivered to Buyer under any Contract, but not paid, shall become immediately due and payable. 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, 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.

6. Article 8(b). Until such time as title in the Products passes to Buyer, Buyer shall (i) hold the Products as WGEO'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, (iii) keep the Products in their original packaging, properly stored, protected, insured and identified as WGEO's property, Buyer cannot offer the Products as collateral or otherwise pledge or grant 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.

7. Article 8(c). (Deleted)

8. Article 8(d). Becomes Article 8(c). 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. If Buyer should fail to immediately comply with WGEO's request, WGEO 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 reposessing said Products if Buyer is in breach of any of these Conditions or a Contract.

9. Article 8(e). (Becomes Article 8(d)). 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 collective debts. 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, 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.

10. Article 10(a). In so far as is permitted by applicable law, WGEO'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).

11. Article 12(a). Buyer agrees that WGEO'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 WGEO's ability to obtain a refund, credit or new replacement Products from the Supplier. WGEO has no obligation to accept a return of Products that fail to comply with a Supplier's policy on Product returns. Irrespective of the foregoing, WGEO will, with regard to defects which were not visible at delivery repair or replace the Products, at its sole and absolute discretion, if the defects have been notified to WGEO within six (6) months after delivery.

12. Article 14(a). For so far as is permitted by applicable law, WGEO'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).

13. Article 21(e). Marketing. Buyer agrees that WGEO 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 WGEO for these purposes. Notwithstanding the foregoing, WGEO 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 WGEO in writing that it does not wish to receive such promotional information. The responsible person for the data processing is WGEO Belgium. The Buyer has the right to access, en correct the data which concern him.

14. Article 21(f). These Conditions shall be governed by the laws of Belgium and Buyer hereby agrees to submit to the exclusive jurisdiction of the competent Belgium 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.