1. Definitions.

a. "WGEO" means Westcon Group European Operations Limited, registered in England and Wales under company number 5441126, with a registered place of business at Chancers Walk, Wilmslow Road, Cheadle, Cheshire, SK8 7LJ, United Kingdom, or as the same may be updated by notice to Buyer provided by WGEO.

b. "Buyer" means any person, firm, company, partnership or corporation that purchases Products from WGEO or is authorized by WGEO to purchase Products from WGEO.

c. "Products" means any product or service that is sold and shipped by WGEO to Buyer, or any products or services that are purchased by WGEO on Buyer's behalf.

d. "Purchase Order" means the purchase order sent by Buyer to WGEO for the purchase and sale of Products.

2. Terms and Conditions of Sale

a. WGEO shall be the absolute owner of all rights, title and interest in the Products before title has passed to Buyer.

b. Buyer shall not use any Products provided to it by WGEO for any purpose other than those for which they were intended.

c. Buyer shall not remove or destroy any label, trademark, or other indication of ownership of WGEO from the Products.

d. Buyer shall not alter or destroy the serial numbers on the Products.

e. Buyer shall not remove or destroy any warning or caution labels or markings on the Products.

3. Price

a. All prices and charges are exclusive of the cost of packaging and delivery, insurance, configuration, fulfilment and other services as applicable in accordance with then current published price list on the date of the Contract Date, or allowing Buyer to return such Products to WGEO and crediting Buyer for the fees paid by Buyer for such Products.

b. Except as otherwise stated on a price quotation or in WGEO's then current price list, and unless otherwise agreed in writing by WGEO and Buyer, all Products shall be sold at the prices set forth on the Contract Date.

c. If Buyer makes or offers any arrangement or composition with its creditors; or (ii) 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 a court makes an order for the winding up of Buyer or the appointment of a receiver, manager or administrative receiver of all or any part of its undertaking, property or assets of Buyer or any part thereof; or (iii) Buyer is an individual or a partnership, and any agreement for the winding up of the business or any part thereof, is made or an order for the winding up of Buyer or the appointment of an administrative receiver of all or any part of the undertaking, property or assets of Buyer is made.

4. Force Majeure

a. Buyer shall be solely responsible for the accuracy of any Purchase Order submitted for Special Order Goods, except as set forth under Clause 12, may not be returned, refused or rejected for any reason.

b. WGEO is not responsible for any delay resulting from circumstances beyond its control, including, without limitation, the acts of God, acts of war, labour disputes, fires, floods, earthquakes, breakdown of production equipment, inability to obtain necessary raw materials or components, wars, epidemics, strikes, lockouts, or other causes beyond the control of WGEO, the full price of all Products delivered to Buyer under any Contract, but not paid, shall become immediately due and payable.

5. Payment

a. WGEO may charge or collect upon in accordance with such laws or statutes.

b. Buyer shall charge any and all costs (including original and return carriage costs) associated with any unjustified refusal of delivery of Products ordered pursuant to a Contract.

6. Title

a. Buyer shall be responsible for any damage done to the Products while in transit.

b. Buyer shall not remove or destroy any warning or caution labels or markings on the Products.

c. Buyer shall not alter or destroy the serial numbers on the Products.

7. Delivery

a. Buyer shall pay for the Products before title has passed to Buyer, then all monies owed to WGEO shall immediately become due and payable.

b. Buyer shall charge any and all costs (including original and return carriage costs) associated with any unjustified refusal of delivery of Products ordered pursuant to a Contract.

8. Title & Risk

a. Buyer shall comply with all terms and conditions of this Agreement.

b. Buyer shall pay for the Products before title has passed to Buyer, then all monies owed to WGEO shall immediately become due and payable.

9. Warranty

a. Buyer shall be responsible for any damage done to the Products while in transit.

b. Buyer shall not remove or destroy any warning or caution labels or markings on the Products.

c. Buyer shall not alter or destroy the serial numbers on the Products.

10. Limitation of Liability

a. Buyer shall be responsible for any damage done to the Products while in transit.

b. Buyer shall not remove or destroy any warning or caution labels or markings on the Products.

c. Buyer shall not alter or destroy the serial numbers on the Products.

11. Export Controls

a. Buyer shall be responsible for any damage done to the Products while in transit.

b. Buyer shall not remove or destroy any warning or caution labels or markings on the Products.

c. Buyer shall not alter or destroy the serial numbers on the Products.

12. General

a. Buyer shall be responsible for any damage done to the Products while in transit.

b. Buyer shall not remove or destroy any warning or caution labels or markings on the Products.

c. Buyer shall not alter or destroy the serial numbers on the Products.
12. Limitation of Liability. 

Any damage in transit is transferred to Buyer if the carrier's liability under any applicable statutory scheme is insufficient to cover the loss or damage. A Buyer may not recover damages under these Conditions or under a Contract if the Buyer has failed to give notice to the other party as required under these Conditions,