

1. Definitions & Interpretation.

- a. Where used in these Terms and Conditions of sale:
 - i. **"Authorised Representative"** means any person who holds the job title and office of General Manager, Finance Director or Vice-President.
 - ii. **"Buyer"** means any individual, person, entity, company, firm, partnership or organization (excluding any Consumer) that purchases Products from WGEO for use in its business or the business of a third party end-user or other customer.
 - iii. **"Consumer"** means any individual, person, entity, company, firm, partnership or organization who is acting as a consumer (as defined by applicable law) and/or for purposes not related to his or her trade, business or profession.
 - iv. **"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 websites located at the following URL: [Terms and conditions \(westcongroup.com\)](https://www.westcongroup.com/terms-and-conditions)
 - v. **"Contract"** means any agreement for the purchase and sale of Products from WGEO to Buyer in accordance with these Conditions, which result from a Purchase Order submitted to and accepted by WGEO.
 - vi. **"Contract Date"** means the date upon which a Purchase Order is accepted by WGEO pursuant to paragraph 2.d.
 - vii. **"E-System"** means the Product ordering website operated by WGEO currently located at the following URL: <https://online.westcongroup.com/>
 - viii. **"Force Majeure"** means, without limitation, any acts of God, government, war, terrorism, riot, fire, floods, earthquakes, explosions, epidemics, pandemics, strikes, lockouts, cessation of labour, trade disputes, breakdowns, accidents of any kind or any other causes which are beyond the reasonable control of WGEO (including delay by its Suppliers).
 - ix. **"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.
 - x. **"Products"** means any combination of Goods, Special Order Goods and Services which are supplied by WGEO to Buyer pursuant to a Contract.
 - xi. **"Purchase Order"** means Buyer's oral, written or electronic order for Products and shall include any order that Buyer places online through the Website E-System or transmits via email or facsimile.
 - xii. **"Services"** means any Supplier's services which are supplied by WGEO to Buyer pursuant to a Contract.
 - xiii. **"Special Order Goods"** shall mean any Goods that are custom ordered or configured to Buyer's specifications, or otherwise designated as special order Goods by WGEO.
 - xiv. **"Supplier"** means the supplier, licensor, publisher, manufacturer or other third party provider of Products.
 - xv. **"WGEO"** means Westcon Group European Operations Limited, registered in England and Wales under company number 04411285, with a registered place of business at Merchants House, Love Lane, Cirencester, Gloucestershire, England, GL7 1YG, or, as appropriate, any branch offices or subsidiaries within the meaning of s736 Companies Act 1985.
- 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 "include", "including" or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms, (iii) a definition is equally applicable to the singular and plural forms of the feminine, masculine and neuter forms of the term defined, (iv) any headings in the Conditions are for convenience only and shall not affect the interpretation of any terms; and (v) a "person" includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).

2. General Terms of Order & Sale.

- a. Every Contract between WGEO and Buyer shall be subject to the Conditions to the exclusion of any other terms that Buyer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. 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 submitted to WGEO shall be deemed to apply unless they are expressly accepted in writing by an Authorised Representative of WGEO with respect to that Purchase Order. Similarly, any Purchase Orders submitted and automatically accepted through the E-System which contain Buyer's terms or conditions shall be deemed a rejection of such Buyer's terms or conditions and an offer by Buyer to purchase Products subject to the Conditions.
- b. WGEO will use reasonable efforts to notify Buyer of any material changes to the Conditions before they become applicable, but it is the sole and exclusive responsibility of the Buyer to ensure that it is familiar with the most current set of Conditions which apply to any Contract between WGEO and Buyer.
- c. Buyer shall be deemed to have accepted these Conditions by the earlier of: (i) signing a WGEO credit application, (ii) submitting a Purchase Order to WGEO, or (iii) accepting Products from WGEO.
- d. Notwithstanding the foregoing, Buyer agrees that WGEO's provision of a price quotation, 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 fulfilment of the Purchase Order. Buyer is responsible for ensuring that the terms of the Purchase Order are complete and accurate.
- e. Notwithstanding the foregoing, WGEO 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.
- f. Where Services relate to the provision of training, WGEO reserves the right to provide such Services at a venue or venues other than WGEO's premises and to provide personnel of its own selection. WGEO 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.
- g. 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.

3. Special Order Goods.

- 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, rescheduled or otherwise modified by Buyer, and Buyer further understands and agrees that such Special Order Goods, except as set forth under Clause 12, may not be returned, refused or rejected for any reason whatsoever. Further, Buyer shall not be entitled to a credit or refund for such Special Order Goods for any reason whatsoever. Buyer shall indemnify and hold WGEO harmless for any and all delays, claims, losses, liabilities, costs or expenses related to 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 their functionality, compatibility and interoperability with other products, as well as their fitness for particular use as required by Buyer's customer.
- c. WGEO warrants, for a period of fourteen (14) days from delivery, that any Special Order Goods will be delivered subject to the configuration 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 absolute discretion, the Special Order Goods, provided, WGEO shall have no liability for any inaccuracies on a Purchase Order.

4. Cancelling & Rescheduling Purchase Orders.

No Purchase Order which has been accepted by WGEO may be cancelled or rescheduled by Buyer except with written agreement by WGEO and on the condition that Buyer shall indemnify WGEO, in full, against all loss (including loss of direct and indirect profit), costs (including the cost of all labour and materials used), damages and expenses incurred by WGEO 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 genuine pre-estimate of WGEO's loss), together with WGEO's costs and expenses of recovering Products delivered or in transit.

5. Prices.

- 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 current published price list on the date of Contract, where 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 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 the Backordered Products are scheduled for delivery to Buyer.
- 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, any 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. Further, in the event WGEO or its agent makes a

material error or omission when quoting a price, WGEO 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 (at WGEO's option) (i) invoicing Buyer for the Buyer's proper list price on the date of the Contract Date, or (ii) allowing Buyer to return such Products to WGEO and crediting Buyer for the fees paid by Buyer for such Products.

- d. Except as otherwise stated on a price quotation or in WGEO's then current price list, and unless otherwise agreed in writing between the Buyer and WGEO, all prices are quoted on an Ex Works basis (as per Incoterms 2020).
- e. All prices and charges are exclusive of the cost of packaging and delivery, insurance, configuration, fulfilment and other services, as well as applicable value added tax (VAT), sales, use, consumption, gross sales tax (GST) and other taxes (other than taxes based upon WGEO's net income) for which the Buyer shall be additionally liable for paying to WGEO. Buyer shall make all payments to WGEO without reduction for any withholding taxes, which shall be Buyer's sole responsibility. All taxes shall be paid by Buyer to WGEO unless Buyer provides WGEO with a valid certificate of exemption acceptable to the appropriate taxing authority.
- f. Prices exclude any copyright levies, waste and environment fees and similar charge that WGEO by law or statute may charge or collect upon in accordance with such laws or statutes.
- g. In the event a Supplier should grant a special pricing consideration or discount to WGEO and such Supplier pricing is made available to Buyer ("Pass-Through Discounts"), the Buyer agrees to adhere to the terms and conditions of such Pass-Through Discounts ("Pass-Through Discount Terms"), and agrees to indemnify WGEO for any Supplier claims against WGEO 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 WGEO by the Supplier for participation in Pass-Through Discounts.

6. Payment and termination.

- a. If Buyer has not been granted credit facilities by WGEO then Buyer's payment shall be due on the date of the 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 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 WGEO 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. 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) Buyer commits a material breach of any term of the Contract and (if such breach is remediable) fails to remedy that breach within fourteen (14) days of Buyer being notified in writing to do so; (iii) Buyer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; (iv) Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or (v) Buyer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy, 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 (notwithstanding any previously agreed credit terms) and WGEO shall be entitled to take any or all of the following courses of action:
 - i. by written notice, suspend or terminate any Contract or any part thereof, with immediate effect and without liability, and to 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 judgment, 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 subsidiary) 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.
- d. Buyer shall provide WGEO with copies of its annual and/or quarterly financial statements upon WGEO's request. Buyer shall notify WGEO in writing prior to entering into any contract whereby Buyer would sell, assign, factor or otherwise transfer any book debt owed to Buyer, or before entering into any form of invoice discounting arrangement with a third party.
- e. Any credit note, balance or other liability issued by WGEO to Buyer (including values of Product trade-ins or promotions) shall expire, without notice, within twelve (12) months of the date of issuance by WGEO. Buyer shall be deemed to have forfeited any right to such credit amounts and shall not be entitled to a replacement or repayment of any amounts related thereto.
- f. On termination of the Contract for any reason Buyer will immediately pay to WGEO all of Buyer's outstanding unpaid invoices and, in respect of Products supplied but for which no invoice has been submitted, WGEO shall submit an invoice, which shall be payable by Buyer immediately on receipt.
- g. Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- h. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

7. Delivery.

- a. Any dates quoted for delivery of the Products are approximate only and WGEO shall not be liable for any delay in delivery of the Products however caused. Time for delivery shall not be of the essence of any Contract unless previously agreed in writing by WGEO. Any Products may be delivered by WGEO in advance of the quoted delivery date upon giving reasonable notice to Buyer.
- b. Unless otherwise agreed in writing, delivery of the Products shall be made at WGEO's premises upon notification to Buyer that such Products are ready for collection. Buyer shall be entitled to collect the Products any time thereafter on reasonable notice during WGEO's normal business hours. WGEO 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 WGEO within five (5) working days from the date of invoice. In the event WGEO should agree to deliver Products directly to Buyer's customer any such delivery shall be deemed to be made to Buyer and any refusal by Buyer's customer to accept such delivery shall be deemed to be a refusal by Buyer.
- d. Buyer agrees to accept partial delivery of Products ordered unless otherwise mutually agreed by the parties in writing. Where the Products are delivered in instalments, each delivery shall constitute a separate Contract. Failure by WGEO 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 WGEO adequate delivery instructions in its Purchase Order then, without prejudice to any other right or remedy available, WGEO 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.
- g. If there is a shortage of Products available to WGEO then WGEO may allocate any available Products between its buyers on such a basis as it deems appropriate. In case of the foregoing, then Buyer agrees to accept any Products delivered to it and shall pay the appropriate pro-rated portion of the invoiced price for such Products.

8. Title & Risk.

- a. Risk of loss or damage to the Products shall pass to Buyer: (i) upon delivery, or (ii) if Buyer unjustifiably fails to take delivery of the Products, at such time as delivery is tendered by WGEO. Buyer shall insure the Products for their invoice value from the date delivery is made or tendered. Notwithstanding delivery and the passing of risk in the Products, Buyer agrees that title to the Products shall not pass to Buyer until WGEO has cleared funds received as payment for the price of the Products, and all other sums which are then currently outstanding to WGEO by Buyer.
- 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) maintain the Products in satisfactory condition and in their original packaging, properly stored, protected, insured and identified as WGEO's property, (iv) notify WGEO immediately if it becomes subject to any of the events listed in paragraphs 6.c.ii-6.c.v, and (v) give WGEO such information as WGEO may reasonably require from time to time relating to the relevant Products and the ongoing financial position of Buyer. Notwithstanding the foregoing, Buyer may resell the Products in the ordinary course of business, provided, (i) that any such resale shall be subject to a retention of title clause, including a right of entry for WGEO to repossess Products covered by this Clause, and (ii) Buyer does not 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.

- 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 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. 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 loaded or stored for the purpose of repossessing said Products if Buyer is in breach of any of these Conditions or a Contract.
 - e. Buyer shall not be permitted to sell any Products in its inventory after the appointment of a receiver to its property or after it has been placed in liquidation or administration or, not being a company, has committed an Act of Bankruptcy. Further, Buyer's right to possess the Products shall immediately cease when and if Buyer makes an arrangement for the benefit of creditors generally, suffers or permits the appointment of an administrator, administrative receiver or receiver for its business or assets, or avails itself or becomes subject to any proceeding under any applicable bankruptcy laws, is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or otherwise ceases to trade or threatens to cease to trade.
- 9. Damage & Loss in Transit.**
- a. WGEO 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 WGEO by telephone immediately on receipt of the Products and confirmed in writing within five (5) working days and WGEO has agreed to deliver the affected Products to Buyer in accordance with paragraph 7b. Buyer shall concurrently notify the carrier in writing of any such error, loss or damage and shall in all cases, where possible, enter a note of the same upon the carrier's bill of lading or other delivery receipt. If by reason of Buyer's failure to give any such notice as provided above WGEO 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 WGEO unless such shortage is noted on the bill of lading or other delivery receipt.
 - b. Subject to the foregoing, any Products which WGEO has agreed to deliver to Buyer in accordance with paragraph 7.b that are delivered in error or lost, damaged or destroyed during transportation will be replaced or rectified by WGEO, as originally ordered or, if rectification or replacement is not practicable, WGEO will issue a credit to Buyer equal to any payments received by WGEO for such Products. WGEO 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.
- 10. Publications & Specifications.**
- Any and all samples, drawings, specifications, descriptions, photographs, measurements, capacities or illustrations contained in any catalogues, price lists, brochures, leaflets, proposals, advertising matter, publications of WGEO or a Supplier are intended to be illustrative and approximate only and shall not form part of a Contract or constitute a representation, warranty or condition regarding any Products unless specifically agreed by written agreement between the Buyer and WGEO. No 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.
- 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 from the original Supplier of the Products. Any software supplied to Buyer pursuant to a Contract is supplied subject to the provisions of the Supplier's licensing terms.
 - b. Buyer may not make or pass on, and shall take all measures necessary to ensure that neither it nor any of its agents or employees shall make or pass on, any warranty or representation relating to a Product on behalf of WGEO or Supplier to its customers.
 - c. Any warranties, conditions or other terms implied by common law or statute or otherwise in connection with these Conditions (except to title, in the case of Products) are hereby expressly excluded to the fullest extent permitted by law, save for fraudulent misrepresentation.
- 12. Warranty Assistance.**
- a. Buyer shall immediately notify WGEO 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, WGEO shall notify Buyer whether, as a matter of Supplier policy, the Claim must be handled directly with the Supplier or indirectly through WGEO. In the event the Claim must be handled directly between Buyer and Supplier, WGEO shall provide contact information to enable Buyer to contact Supplier. In the event the Claim will be handled by WGEO, then WGEO shall provide Buyer with a return material authorization ("RMA") for Buyer to return the Products to WGEO, and Buyer shall return such Products to WGEO in accordance with these Conditions and WGEO's then current RMA policy (which shall be made available to Buyer upon request). No Products may be returned to WGEO 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. WGEO shall not be obligated to ship replacement Products to Buyer until WGEO is in receipt of the original Products being returned.
 - b. 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.
 - c. WGEO 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. WGEO reserves the right to determine whether any Products are defective.
 - d. All transport charges incurred in returning or replacing Products are the responsibility of Buyer.
- 13. Returns.**
- a. Buyer shall return Products to WGEO in accordance with these Conditions and WGEO's then current RMA policy (which shall be made available to Buyer upon request). Any Products returned pursuant to an RMA number issued by WGEO must be returned to WGEO within five (5) working days of the date of such RMA.
 - b. Buyer irrevocably authorizes WGEO to carry out any necessary tasks related to the repair or replacement of Products on behalf of Buyer under these Conditions.
 - c. Unless WGEO collects Products using its own carrier, Buyer agrees that WGEO shall not be liable for any loss or damage to Products returned to WGEO.
 - d. Except for Products returned pursuant to Clause 12 above, any returns are subject to WGEO's sole and absolute discretion and may be subject to a fifteen percent (15%) restocking fee, at WGEO's sole discretion.
- 14. Limitation of Liability.**
- a. Nothing contained herein shall be construed as excluding or limiting WGEO's liability for death or personal injury caused by WGEO's negligence, or for any liability which cannot be legally limited.
 - b. Subject to paragraphs 14.a and 14.c, WGEO's liability to Buyer 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). WGEO shall have no liability under these Conditions or any Contract if WGEO has not received payment of the total invoice price of the Products giving rise to the claim.
 - c. Subject to paragraph 14.a, the following types of loss are wholly excluded and WGEO will not, under any circumstances, be liable for: (i) loss of profits; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; (v) loss of use or corruption of software, data or information; (vi) loss of or damage to goodwill or reputation; (vii) costs of procurement of substitute products and (viii) any other indirect or consequential loss, in each case arising from or in connection with the Contract.
 - d. All conditions, warranties or other terms, whether express or implied by statute, common law or otherwise, are hereby excluded, in particular, the terms implied by sections 13 to 15 of the Sales of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
 - e. This Clause 14 shall survive termination of the Contract.
- 15. 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 copy, modify, translate, create derivative works from, reverse engineer, reverse compile or disassemble any software and agrees to transfer to its customers a copy of any license agreements or other documents included with the Products. Buyer will not remove, alter or destroy any form of copyright notice, proprietary markings, serial numbers, or confidential legends placed upon or contained within any Products.
 - b. Buyer understands and agrees that 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 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 arising in connection with the Products and/or this Contract, 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 WGEO or any Supplier, any license of which shall be subject to separate agreement including any then current policies of WGEO or its Suppliers, as appropriate.
- 16. E-System Specific Terms.**
- a. Buyer is solely responsible for the use of any User ID, password or other forms of identification (collectively "Buyer ID") for accessing the E-System, and in maintaining the confidentiality of the Buyer ID. Buyer shall immediately notify WGEO in the event it should lose or misplace or suspect any abuse (actual or attempted) of the Buyer ID. Buyer shall maintain appropriate security policies and procedures to ensure proper use of the Buyer ID. Absent notice from Buyer otherwise, 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 a valid and binding offer to purchase. Buyer is solely responsible, at its sole cost and expense, for securing and maintaining its own Internet access, facilities, hardware and software requisite to access the E-System. Buyer agrees that 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 to perform was caused by Force Majeure.
 - b. In the event of a Force Majeure event: (i) WGEO shall, as soon as commercially practicable, notify Buyer of such Force Majeure event provided WGEO shall incur no liability for its failure to give such notice; (ii) WGEO's duty to perform shall be suspended for the duration of the Force Majeure event; and (iii) the time of WGEO's performance shall be extended by a period equal to the duration of said Force Majeure event.
 - c. In the event a Force Majeure event should continue for more than ninety (90) days either party may, by written notice to the other, cancel a Contract 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.
- 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 United Kingdom ("UK"), the European Union ("EU") and countries within the European Free Trade Area ("EFTA") (collectively the "Export Control Laws") and Buyer hereby agrees not to export, re-export or otherwise distribute Products, or direct products thereof, in violation of any Export Control Laws. Buyer agrees to advise its customers that the Products are subject to and controlled by such Export Control Laws and that the US government and/or the UK government or the member states of the EU and EFTA may require licensing or other authorisation prior to export.
 - b. Buyer warrants that it will not export or re-export any Products with knowledge that they will be used in the design, development, production, or use of chemical, biological, nuclear, or ballistic weapons, or in a facility engaged in such activities, unless Buyer has obtained prior written approval from the appropriate department of the US Government or any other government with jurisdiction. Buyer further warrants that it will not export or re-export, directly or indirectly, any Products to embargoed countries or sell Products to companies or individuals listed on the Denied Persons List published by the US Department of Commerce.
 - c. It is Buyer's sole and exclusive responsibility to obtain any and all appropriate approvals of from the UK government, 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 UK. 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.
 - d. Buyer warrants that it will not to take any action or permit or authorize any action which will render WGEO liable for a violation of the US Foreign Corrupt Practices Act (the "Act"), which prohibits the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party or instrumentality thereof in order to assist it or WGEO in obtaining or retaining business and (a) will not violate or cause WGEO to violate such Act in connection with the sale and distribution of the Products; and (b) will notify WGEO 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 the UK's Waste Electrical and Electronic Equipment Regulations 2013, the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment Regulations 2012, EU Directives 2011/65/EU (Restriction on Hazardous Substances) dated June 8, 2011 and 2012/19/EU dated July 4, 2012 (Waste Electrical and Electronic Equipment) ("WEEE") generally and as amended from time to time and 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 all applicable UK, EU and other WEEE legislation. Buyer shall notify WGEO in the event it should export any of the Products outside of the United Kingdom.
 - f. Buyer shall indemnify, defend and hold WGEO harmless from any violation or alleged violation by Buyer of the terms of this Clause. Upon WGEO's request, Buyer agrees to confirm, in writing, its compliance with applicable Export Control Laws and the Act.
- 19. Non-Solicitation.**
- For a period of twelve (12) months following the date of any Contract hereunder, Buyer hereby agrees not to solicit or induce any employee of WGEO 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 WGEO as the case may be, and Buyer shall not appoint, engage, contract or employ such employee in the United Kingdom to provide services to Buyer. In the event Buyer should breach this Clause, Buyer agrees to pay WGEO, by way of liquidated damages, a lump sum representing forty percent (40%) of the employee's annual salary (excluding benefits) and Buyer hereby agrees that such sum is a genuine and reasonable pre-estimate of WGEO's loss.
- 20. Confidential Information.**
- Buyer agrees that these Conditions, including any Contracts, all Product related information including pricing and descriptions which are provided by WGEO to Buyer, regardless of the form in which it is provided, and all confidential information concerning the business, affairs, customers, clients or Suppliers of WGEO or of any member of the group of companies to which WGEO belongs are each considered confidential information of WGEO and its Suppliers ("Confidential Information"). Buyer shall hold such Confidential Information in strict confidence and not use or disclose such Confidential Information to any third party except as required by law. Buyer further agrees to limit access to such Confidential Information to those of its employees who have a need to 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, either express or implied, as to accuracy or completeness. WGEO agrees to hold, in strict confidence, and not disclose to a third party any sensitive information provided by Buyer which is marked as confidential, proprietary or using similar terms.
- 21. Miscellaneous.**
- a. **Notices.** Any notice given to any party under or in connection with this Contract shall be deemed to be served in the following circumstances:
 - i. if delivered by courier/hand to the other party to whom it is given at its registered address, in which case it will be effective on signature of a delivery receipt or at the time the notice is left; or
 - ii. pre-paid first class post to the party to whom it is given at its last known address, in which case it will be effective on the third day after posting; or
 - iii. if sent by e-mail to the recipient's e-mail address (as notified in writing from time to time), in which case it will be effective on transmission unless a message is received declaring that the e-mail is undeliverable.
 - b. **Entire Agreement.** The Contract constitutes the entire agreement between the parties.
 - Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that it is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
 - d. **Assignment.** Buyer may not transfer or assign the Contract to a third party by operation of law or otherwise deal in any other manner with any or all of its rights and obligations under the Contract without the prior written consent of WGEO.
 - e. **Waiver.** Failure or delay of WGEO 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.
 - f. **Severability.** In the event that any provision of these Conditions is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, it shall be deemed deleted, but the remaining provisions of these Conditions will remain in full force and effect. If any provision or part-provision of the Conditions is deemed deleted under this Clause, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision or part-provision.
 - g. **Third-party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
 - h. **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 WGEO 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 WGEO 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.
 - i. **Marketing.** Buyer acknowledges that WGEO may collect, store and use Buyer data, including personal data, for the purpose of facilitating its marketing and sale of the Products. Further information about how Buyer's personal data

may be used is set out in WGEO's Privacy Policy:

- j. **Choice of Law & Venue.** These Conditions (including non-contractual disputes or claims arising out of or in connection with it or its subject matter or formation) 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.

This Spain Amendment to Terms and Conditions of Sale ("Amendment") shall apply to all transactions between Buyer and WGEO through its Spain branch Westcon Group European Operations Ltd., Sucursal en Espana, with a registered place of business at Calle Serrano Galvache 56, Edif. Abedul, 1º PL, Madrid 28033 Spain ("WGEO Spain"). Accordingly, for all transactions between Buyer and WGEO Spain, any references to WGEO in the Conditions and this Amendment shall mean WGEO Spain.

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. **Section 2(b).** Section 2(b) is hereby amended and restated as follows: "When WGEO intends to make any changes to the Conditions before they become applicable, WGEO will notify the Buyer of the proposed changes. Buyer will have the option either to accept those changes or to reject them by terminating the Conditions. If Buyer does not terminate the Conditions within 5 days following WGEO's notification of the proposed changes, Buyer shall be deemed to have accepted them. Termination of the Conditions shall mean that Buyer will not longer be able to place new Purchase Orders and conclude Contracts with WGEO under the Conditions, but such termination of the Conditions shall not entail the termination of the Contracts that the parties have already entered into."
3. **Section 2(d).** Section 2(d) is hereby amended and restated as follows: "Notwithstanding the foregoing, Buyer agrees that WGEO's provision of a price quotation, 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 acceptance 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 fulfilment of the Purchase Order. Buyer is responsible for ensuring that the terms of the Purchase Order are complete and accurate."
4. **Section 2(e).** Section 2(e) is hereby amended and restated as follows: "Notwithstanding the foregoing, WGEO and its Suppliers reserve the right to make any changes in the specifications of the Products 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. WGEO shall notify Buyer of the proposed changes, and Buyer will have the option either to accept those changes or to reject them by cancelling the Contract. If Buyer does not cancel the Contract within 5 days following WGEO's notification of the proposed changes, Buyer shall be deemed to have accepted them."
5. **Section 2(f).** Section 2(f) is hereby amended and restated as follows: "Where Services relate to the provision of training, WGEO reserves the right to provide such Services at a venue or venues other than WGEO's premises and to provide personnel of its own selection. WGEO 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 entering into the Contract. If, prior to the commencement of the training, WGEO notifies Buyer of additional requirements, Buyer will have the option either to accept those additional requirements or to reject them by cancelling the Contract. If Buyer does not cancel the Contract within 5 days following WGEO's notification of the additional requirements, Buyer shall be deemed to have accepted them."
6. **Section 2(g).** Section 2(g) is hereby amended and restated as follows: "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. If those guidelines, restrictions or provision are provided to Buyer after the Contract is made, Buyer will have the option either to accept those guidelines, restrictions or provisions imposed by the Supplier or to reject them by cancelling the Contract. If Buyer does not cancel the Contract within 5 days following WGEO's notification of the guidelines, restrictions or provisions imposed by the Supplier, Buyer shall be deemed to have accepted them."
7. **Section 3(a).** Section 3(a) is hereby amended and restated as follows: "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, rescheduled or otherwise modified by Buyer, and Buyer further understands and agrees that such Special Order Goods, except as set forth under Clause 12, may not be returned, refused or rejected for any reason whatsoever. Further, Buyer shall not be entitled to a credit or refund for such Special Order Goods for any reason whatsoever, except as otherwise provided in these Conditions. If the Buyer fails to fulfil these Conditions, Buyer shall indemnify and hold WGEO harmless for any and all delays, claims, losses, liabilities, costs or expenses related to Special Order Goods."
8. **Section 5(a).** Section 5(a) is hereby amended and restated as follows: "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 current published price list on the Contract Date, where no price has been quoted or a quoted price has expired. If the list price that is current on the Contract Date is different from the list price that was current on the date of the Purchase Order, WGEO shall notify Buyer of such difference, and Buyer will have the option either to accept the new price or to reject it by cancelling the Contract. If Buyer does not cancel the Contract within 5 days following WGEO's notification of the new price, Buyer shall be deemed to have accepted it."
9. **Section 5(b).** Section 5(b) is hereby amended and restated as follows: "The price of 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 the Backordered Products are scheduled for delivery to Buyer. If the list price that is current on the date the Backorder Products are scheduled for delivery to Buyer is different from the list price that was current on the date of the Purchase Order, WGEO shall notify Buyer of such difference, and the Buyer will have the option either to accept the new price or to reject it by cancelling the Contract. If Buyer does not cancel the Contract within 5 days following WGEO's notification of the new price, Buyer shall be deemed to have accepted it."
10. **Section 5(c).** Section 5(c) is hereby amended and restated as follows: "Notwithstanding the foregoing, if there is any increase in WGEO's 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 any instructions of the Buyer or failure of the Buyer to give WGEO adequate information or instruction), WGEO will be entitled to notify the Buyer of an increase in the price of the Products (an increase that will be limited to the amount necessary to reflect such an increase in WGEO's costs) and, if the Buyer does not cancel the Contract within 5 days following WGEO's notification of the proposed increase in the price, the Buyer shall be deemed to have accepted it. Further, in the event WGEO or its agent makes a material error or omission when quoting a price, WGEO 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 (at WGEO's option) (i) invoicing Buyer for the Buyer's proper list price on the date of the Contract Date, or (ii) allowing Buyer to return such Products to WGEO and crediting Buyer for the fees paid by Buyer for such Products."
11. **Section 5(e).** Section 5(e) is hereby amended and restated as follows: All prices and charges are exclusive of the cost of packaging and delivery, insurance, configuration, fulfilment and other services, as well as applicable value added tax (VAT), sales, use, consumption, gross sales tax (GST) and other taxes (other than taxes based upon WGEO's net income) for which the Buyer shall be additionally liable for paying to WGEO. Buyer shall make all payments to WGEO without reduction for any withholding taxes, which shall be Buyer's sole responsibility, except when the applicable law requires the Buyer to withhold any amount and pay it to a tax authority, in which case the Buyer will inform WGEO in advance and will make certain that any taxes withheld are minimized to the extent possible under applicable law. All other taxes shall be paid by Buyer to WGEO unless Buyer provides WGEO with a valid certificate of exemption acceptable to the appropriate taxing authority."
12. **Section 5(g).** Section 5(g) is hereby amended and restated as follows: "In the event a Supplier should grant a special pricing consideration or discount to WGEO and such Supplier pricing is made available to Buyer ("Pass-Through Discounts"), Buyer shall have the option either to accept the terms and conditions of such Pass-Through Discounts as notified by WGEO ("Pass-Through Discount Terms") or to reject the Pass-Through Discounts Terms and thus reject the Pass-Through Discounts. If Buyer does not reject the Pass-Through Discounts within 5 days following WGEO's notification of the Pass-Through Discount Terms, Buyer shall be bound by them, and agrees to indemnify WGEO for any Supplier claims against WGEO 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 WGEO by the Supplier for participation in Pass-Through Discounts."
13. **Section 6(c)(i).** Section 6(c)(i) is hereby amended and restated as follows: "by written notice, suspend or terminate any Contract or any part thereof, with immediate effect and without liability, and to stop any Products in transit and, at its discretion, subject to Clause 8, seek recovery of the Products for which payment has not been made in full;"
14. **Section 6(c)(v).** Section 6(c)(v) is hereby amended and restated as follows: "totally or partially withdraw or revoke any credit limit previously granted, require prepayment, and/or demand adequate assurance of due performance by Buyer through the provision of a bank guarantee."
15. **Section 7(d).** Section 7(d) is hereby amended and restated as follows: "Buyer agrees to accept partial delivery of Products ordered unless otherwise mutually agreed by the parties in writing. When several Product units have been purchased under the same Contract, then failure by WGEO to deliver any one or more of the Product units in accordance with these Conditions or any claim by Buyer in respect of any one or more Product units shall not entitle Buyer to terminate the Contract as regards the non-affected Product units or to cancel or refuse delivery of any other non-affected Product units."

16. **Section 7(e).** Section 7(e) is hereby amended and restated as follows: "If Buyer fails to take delivery of the Products or fails to give WGEO adequate delivery instructions in its Purchase Order then, without prejudice to any other right or remedy available, WGEO 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, sell the Products and give Buyer a refund of the price paid by Buyer or the price obtained by WGEO in the sale of the Products, which ever is less."
17. **Section 7(g).** Section 7(g) is hereby amended and restated as follows: "If there is a shortage of Products available to WGEO then WGEO may allocate any available Products between its buyers on such a basis as it deems appropriate. In case of the foregoing, WGEO shall notify Buyer and, if Buyer does not cancel the Contract within 5 days following WGEO's notification, then Buyer shall be deemed to have agreed to accept any Products delivered to it and shall pay the appropriate pro-rated portion of the invoiced price for such Products."
18. **Section 8.** Section 8 is hereby amended and restated as follows:
 - a. Risk of loss or damage to the Products shall pass to Buyer: (i) upon delivery, or (ii) if Buyer unjustifiably fails to take delivery of the Products, at such time as delivery is tendered by WGEO. Buyer shall insure the Products for their invoice value from the date delivery is made or tendered. Notwithstanding delivery and the passing of risk in the Products, Buyer agrees that title to the Products shall not pass to Buyer until (i) Buyer takes delivery of the Products, (ii) WGEO has cleared funds received as payment for the price of the Products, and (iii) all other sums which are then currently outstanding to WGEO by Buyer.
 - 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) maintain the Products in satisfactorily condition and in their original packaging, properly stored, protected, insured and identified as WGEO's property, (iv) notify WGEO immediately if it becomes subject to any of the events listed in paragraphs 6.c.iii-6.c.v, and (v) give WGEO such information as WGEO may reasonably require from time to time relating to the relevant Products and the ongoing financial position of Buyer. Notwithstanding the foregoing, WGEO authorizes Buyer to resell the Products in the ordinary course of business, provided, (i) that any such resale shall be subject to a retention of title clause, including a right to seek recovery of the Products covered by this Clause, and (ii) Buyer does not 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.
 - 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 for the benefit of WGEO, provided the foregoing shall not constitute Buyer as an agent of WGEO for the purposes of any such resale.
 - d. If the Buyer is in breach of the Contract, WGEO shall be entitled to terminate the Contract and require Buyer to return to WGEO the Products covered by such Contract if they have not been resold to a customer of Buyer, regardless of whether title in such Products has passed to Buyer, or to retain the price of the Products if the Products have been resold to a customer of Buyer. If Buyer should fail to immediately comply with WGEO's request, WGEO shall be entitled to take judicial action to seek recovery of the Products. The rights and remedies to which WGEO is entitled under this Clause do not exclude or replace any other remedies to which WGEO may be entitled under the applicable law.
 - e. The authorization to resell the Products granted in Clause 8(b) above shall cease, and Buyer shall not be permitted to sell any Products in its inventory that are subject to such Clause, after the appointment of a receiver to its property or after it has been placed in liquidation or administration or incurs insolvency. Further, Buyer's right to possess the Products that are subject to such Clause shall immediately cease and Buyer shall immediately return those Products to WGEO, 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."
19. **Section 9(b).** Section 9(b) is hereby amended and restated as follows: "Subject to the foregoing, any Products which WGEO has agreed to deliver to Buyer in accordance with paragraph 7b that are delivered in error or lost, damaged or destroyed during transportation will be replaced or rectified by WGEO, as originally ordered or, if rectification or replacement is not practicable, WGEO will refund any payments received by WGEO from Buyer for such Products. WGEO 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."
20. **Section 11(c).** Section 11(c) is hereby amended and restated as follows: "Any warranties or obligations provided by non-mandatory in connection with these Conditions, a Contract or the Products (including liability for hidden defects, but except for loss of title in the case of Products) are hereby expressly and totally excluded, save for wilful or grossly negligent misconduct."
21. **Section 12(c).** Section 12(c) is hereby amended and restated as follows: "WGEO 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."
22. **Section 14 (d).** Section 14 (d) is hereby amended and restated as follows: "All conditions, warranties or other terms, whether express or implied by statute or otherwise, are hereby excluded from the Contract to the fullest extent permitted by law."
23. **Section 15(a).** Section 15(a) is hereby amended and restated as follows: "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 copy, modify, translate, create derivative works from, reverse engineer, reverse compile or disassemble any software; in particular, if Buyer has at any time the intention to exercise the right granted by Article 100.5 of the Spanish Copyright Act, Buyer shall first notify WGEO and the Suppliers so that WGEO or the Suppliers can make the information necessary to achieve interoperability of the Products with other computer program easily and readily available to Buyer. Buyer further agrees to transfer to its customers a copy of any license agreements or other documents included with the Products. Buyer will not remove, alter or destroy any form of copyright notice, proprietary markings, serial numbers, or confidential legends placed upon or contained within any Products."
24. **Section 15(b).** Section 15(b) is hereby amended and restated as follows: "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 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 arising in connection with the Products and/or this Contract. Buyer further understands and agrees that the only indemnification and defence available to Buyer (if any) will be provided only by the Supplier but only to the extent that the Supplier has expressly agreed to offer such indemnification and defence to Buyer on a pass through basis, thus WGEO being totally unrelated to any such indemnification and defence."
25. **Section 18(c).** Section 18(c) is hereby amended and restated as follows: "It is Buyer's sole and exclusive responsibility to obtain any and all appropriate approvals from the UK government, the US government and/or member states of the EU and EFTA prior to exporting such Products, or any technical data related thereto, from Spain. 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."
26. **Section 18(e).** Section 18(e) is hereby amended and restated as follows: "Buyer shall comply with the UK's Waste Electrical and Electronic Equipment Regulations 2013, the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment Regulations 2012, EU Directives 2011/65/EU (Restriction on Hazardous Substances) dated June 8, 2011 and 2012/19/EU dated July 4, 2012 (Waste Electrical and Electronic Equipment) ("WEEE") generally and as amended from time to time and instated within each country into which Products are imported, exported or otherwise distributed by Buyer, including, but not limited to, Royal Decree 219/2013, of March 22, on restrictions on the use of certain hazardous substances in electrical and electronic equipment and Royal Decree 110/2015, of February 20, on electrical and electronic equipment waste; such obligation which shall include registering as a "producer" under applicable UK, EU and other WEEE legislation. Buyer shall notify WGEO in the event it should export any of the Products outside of Spain."
27. **Section 19.** Section 19 is hereby amended and restated as follows: "For a period of twelve (12) months following the date of any Contract hereunder, Buyer hereby agrees not to solicit or induce any employee of WGEO 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 WGEO as the case may be, and Buyer shall not appoint, engage, contract or employ such employee in Spain to provide services to Buyer. In the event Buyer should breach this Clause, Buyer agrees to pay WGEO, by way of liquidated damages, a lump sum representing forty percent (40%) of the employee's annual salary (excluding benefits) and Buyer hereby agrees that such sum is a genuine and reasonable pre-estimate of WGEO's loss."
28. **Article 21(g).** Section 21 (g) is hereby amended and restated as follows: "**Third-party rights.** The Contract is concluded between Buyer and WGEO and it does not give to any third-party the right to enforce any term of the Contract."
29. **Article 21(j).** Section 21 (j) is hereby amended and restated as follows: "These Conditions (including non-contractual disputes or claims arising out of or in connection with it or its subject matter or formation) shall be governed by the common laws of Spain, and Buyer and WGEO hereby agree to submit to the exclusive jurisdiction of the competent Spanish courts. The parties agree that the Contract-making process described in these Conditions is the only one that will apply between the parties unless otherwise agreed by them, and that the notices and confirmations contemplated herein are the only ones that the parties will send and expect to receive unless otherwise agreed by them. The parties specifically agree to exclude the application of, and the Buyer expressly waives any right or benefit stipulated by, any regulations on electronic commerce, retail market and distance selling, including any right of information and/or withdrawal. The United Nation's Convention on Contracts for the International Sale of Goods is specifically excluded from application to these Conditions and the Contracts."

Agreed for and on behalf of Buyer:

Buyer

Signature

Name

Title

Date