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 who agrees to purchase the Products subject to a contract with WGEO, including any individual, partnership, company, partnership or organization who is acting as a consumer (as defined by applicable law) and for purposes not related to his or her trade, business or profession.

iii. "DBA" means a "Doing Business As" statement, sometimes used by individual, partnership, company, firm, partnership or organization who is acting as a consumer (as defined by applicable law) and for purposes not related to his or her trade, business or profession.

iv. "WGEO" means Westcon Denmark ApS, a limited company registered in Denmark, with a registered place of business at Egegårdsvæj 39 C, 2610 Rødovre, Denmark.

b. Unless otherwise agreed in writing, delivery of the Products shall be made at WGEO's premises unless otherwise agreed in writing by an Authorised Representative of WGEO in which case delivery shall be made at the place specified in the Agreement or as otherwise agreed in writing.

c. Buyer shall be deemed to have accepted these Conditions by the earlier of: (i) signing a WGEO confirmation, (ii) a Purchase Order placed through the E-System is acknowledged, (iii) the Purchase Order is sent to Buyer, (iv) a Purchase Order is sent to Buyer, (v) the Purchase Order is acknowledged by WGEO, (vi) the Purchase Order is acknowledged by WGEO, (vii) the Purchase Order is acknowledged by WGEO, (viii) the Purchase Order is acknowledged by WGEO.

d. Buyer shall be solely responsible for the accuracy of any Purchase Order submitted for Special Order Goods and shall not be deemed to have accepted these Conditions by the earlier of: (i) signing a WGEO confirmation, (ii) a Purchase Order placed through the E-System is acknowledged, (iii) the Purchase Order is sent to Buyer, (iv) a Purchase Order is sent to Buyer, (v) the Purchase Order is acknowledged by WGEO, (vi) the Purchase Order is acknowledged by WGEO, (vii) the Purchase Order is acknowledged by WGEO, (viii) the Purchase Order is acknowledged by WGEO.

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 the invoice which shall be issued to Buyer on the date that it is charged to Buyer's account.

f. Buyer shall make all payments to WGEO without reduction for any withholding taxes, which shall be either charged by the recipient or deducted by the payer, unless Buyer provides WGEO with evidence of a tax exemption certificate, if applicable.

g. Buyer shall make all payments to WGEO without reduction for any withholding taxes, which shall be either charged by the recipient or deducted by the payer, unless Buyer provides WGEO with evidence of a tax exemption certificate, if applicable.

h. Buyer shall make all payments to WGEO without reduction for any withholding taxes, which shall be either charged by the recipient or deducted by the payer, unless Buyer provides WGEO with evidence of a tax exemption certificate, if applicable.

i. Buyer shall make all payments to WGEO without reduction for any withholding taxes, which shall be either charged by the recipient or deducted by the payer, unless Buyer provides WGEO with evidence of a tax exemption certificate, if applicable.

j. Buyer shall make all payments to WGEO without reduction for any withholding taxes, which shall be either charged by the recipient or deducted by the payer, unless Buyer provides WGEO with evidence of a tax exemption certificate, if applicable.

k. Buyer shall make all payments to WGEO without reduction for any withholding taxes, which shall be either charged by the recipient or deducted by the payer, unless Buyer provides WGEO with evidence of a tax exemption certificate, if applicable.

l. Buyer shall make all payments to WGEO without reduction for any withholding taxes, which shall be either charged by the recipient or deducted by the payer, unless Buyer provides WGEO with evidence of a tax exemption certificate, if applicable.

m. Buyer shall make all payments to WGEO without reduction for any withholding taxes, which shall be either charged by the recipient or deducted by the payer, unless Buyer provides WGEO with evidence of a tax exemption certificate, if applicable.

n. Buyer shall make all payments to WGEO without reduction for any withholding taxes, which shall be either charged by the recipient or deducted by the payer, unless Buyer provides WGEO with evidence of a tax exemption certificate, if applicable.

o. Buyer shall make all payments to WGEO without reduction for any withholding taxes, which shall be either charged by the recipient or deducted by the payer, unless Buyer provides WGEO with evidence of a tax exemption certificate, if applicable.

p. Buyer shall make all payments to WGEO without reduction for any withholding taxes, which shall be either charged by the recipient or deducted by the payer, unless Buyer provides WGEO with evidence of a tax exemption certificate, if applicable.

q. Buyer shall make all payments to WGEO without reduction for any withholding taxes, which shall be either charged by the recipient or deducted by the payer, unless Buyer provides WGEO with evidence of a tax exemption certificate, if applicable.

r. Buyer shall make all payments to WGEO without reduction for any withholding taxes, which shall be either charged by the recipient or deducted by the payer, unless Buyer provides WGEO with evidence of a tax exemption certificate, if applicable.

s. Buyer shall make all payments to WGEO without reduction for any withholding taxes, which shall be either charged by the recipient or deducted by the payer, unless Buyer provides WGEO with evidence of a tax exemption certificate, if applicable.

2. General Conditions of Sale.

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, unless previously agreed to in writing by WGEO, shall be binding upon WGEO, unless an Authorised Representative of WGEO, in which case delivery shall be made at the place specified in the Agreement or as otherwise agreed in writing.

c. Buyer shall be solely responsible for the accuracy of any Purchase Order submitted for Special Order Goods and shall not be deemed to have accepted these Conditions by the earlier of: (i) signing a WGEO confirmation, (ii) a Purchase Order placed through the E-System is acknowledged, (iii) the Purchase Order is sent to Buyer, (iv) a Purchase Order is sent to Buyer, (v) the Purchase Order is acknowledged by WGEO, (vi) the Purchase Order is acknowledged by WGEO, (vii) the Purchase Order is acknowledged by WGEO, (viii) the Purchase Order is acknowledged by WGEO.

d. Buyer shall make all payments to WGEO without reduction for any withholding taxes, which shall be either charged by the recipient or deducted by the payer, unless Buyer provides WGEO with evidence of a tax exemption certificate, if applicable.


a. Buyer understands and agrees that any Contracts for Special Order Goods are contingent on Buyer being able to adhere to the specified delivery date and any other terms and conditions 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 understands that, in the event Buyer is not able to adhere to the specified delivery date and any other terms and conditions modified by Buyer, Buyer shall indemnify WGEO harmless and any all claims, losses, costs, expenses, damages and expenses incurred by WGEO as a result thereof.

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. Buyer's failure to adhere to any terms and conditions governing delivery of such Special Order Goods, provided, WGEO shall have no liability for any inaccuracies on a Purchase Order.


a. Buyer understands and agrees that any Contracts for Special Order Goods are contingent on Buyer being able to adhere to the specified delivery date and any other terms and conditions 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 understands that, in the event Buyer is not able to adhere to the specified delivery date and any other terms and conditions modified by Buyer, Buyer shall indemnify WGEO harmless and any all claims, losses, costs, expenses, damages and expenses incurred by WGEO as a result thereof.

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. Buyer's failure to adhere to any terms and conditions governing delivery of such Special Order Goods, provided, WGEO shall have no liability for any inaccuracies on a Purchase Order.

5. Cancelling & Rescheduling Purchase Orders.

a. 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 against all costs, losses, damages and expenses incurred by WGEO as a result of such cancellation or rescheduling.

b. Buyer shall be solely responsible for the accuracy of any Purchase Order submitted for Special Order Goods and shall not be deemed to have accepted these Conditions by the earlier of: (i) signing a WGEO confirmation, (ii) a Purchase Order placed through the E-System is acknowledged, (iii) the Purchase Order is sent to Buyer, (iv) a Purchase Order is sent to Buyer, (v) the Purchase Order is acknowledged by WGEO, (vi) the Purchase Order is acknowledged by WGEO, (vii) the Purchase Order is acknowledged by WGEO, (viii) the Purchase Order is acknowledged by WGEO.

6. Prices.

a. Unless otherwise agreed in writing, delivery of the Products shall be made at WGEO's premises or as otherwise agreed in writing by an Authorised Representative of WGEO in which case delivery shall be made at the place specified in the Agreement or as otherwise agreed in writing.

b. Unless otherwise agreed in writing, delivery of the Products shall be made at WGEO's premises or as otherwise agreed in writing by an Authorised Representative of WGEO in which case delivery shall be made at the place specified in the Agreement or as otherwise agreed in writing.

7. Delivery.

a. Buyer understands and agrees that any Contracts for Special Order Goods are contingent on Buyer being able to adhere to the specified delivery date and any other terms and conditions 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 understands that, in the event Buyer is not able to adhere to the specified delivery date and any other terms and conditions modified by Buyer, Buyer shall indemnify WGEO harmless and any all claims, losses, costs, expenses, damages and expenses incurred by WGEO as a result thereof.

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. Buyer's failure to adhere to any terms and conditions governing delivery of such Special Order Goods, provided, WGEO shall have no liability for any inaccuracies on a Purchase Order.

8. Payment Terms.

a. 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. Buyer's failure to adhere to any terms and conditions governing delivery of such Special Order Goods, provided, WGEO shall have no liability for any inaccuracies on a Purchase Order.

b. Buyer understands and agrees that any Contracts for Special Order Goods are contingent on Buyer being able to adhere to the specified delivery date and any other terms and conditions 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 understands that, in the event Buyer is not able to adhere to the specified delivery date and any other terms and conditions modified by Buyer, Buyer shall indemnify WGEO harmless and any all claims, losses, costs, expenses, damages and expenses incurred by WGEO as a result thereof.

9. No Warranties.

a. Buyer understands and agrees that any Contracts for Special Order Goods are contingent on Buyer being able to adhere to the specified delivery date and any other terms and conditions 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 understands that, in the event Buyer is not able to adhere to the specified delivery date and any other terms and conditions modified by Buyer, Buyer shall indemnify WGEO harmless and any all claims, losses, costs, expenses, damages and expenses incurred by WGEO as a result thereof.

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. Buyer's failure to adhere to any terms and conditions governing delivery of such Special Order Goods, provided, WGEO shall have no liability for any inaccuracies on a Purchase Order.
to collect the Products any time thereafter on reasonable notice during WGEO’s normal business hours. WGEO shall have the right to assume that anyone who both reasonably appears to be an authorized agent or employee of Buyer and is in possession of the Products on behalf of Buyer does, in fact, have requisite authority from Buyer.

b. Claims for non-delivery of Products must be made in writing to WGEO within five (5) working days of the date the Products were noted to be ready for collection. Claimed non-delivery will constitute a separate Contract. Failure by WGEO to deliver any one or more of the Products in accordance with the Specifications or any other terms or conditions of the Contract shall not entitle Buyer to treat a Contract as repudiated or to cancel any other installe.

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 or such as it deems appropriate. In case of non-payment, then Buyer agrees to accept any Product delivered to it and shall pay the appropriate proportion of the invoice 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 unreasonably fails to make payment of the purchase price for the Products, and all other sums which are then currently outstanding to WGEO by Buyer. WGEO shall insure the Products for their invoice value from the date of the delivery and tendered. Notwithstanding delivery and the passing of risk in the Products, Buyer agrees that it will not sell the Products without price or deliver the Products to any other person except to the carrier appointed for delivery of the Products. Buyer may not make or pass on, and shall take all measures necessary to ensure that neither of its employees or agents of WGEO has any authority to make any representation regarding the Products or to anyone stating that they have been sold or are being sold 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 of its employees or agents of WGEO has any authority to make any representation regarding the Products or to anyone stating that they have been sold or are being sold subject to the provisions of the Supplier’s licensing terms.

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.

d. Buyer agrees that WGEO’s sole liability to Buyer regarding any Product defect claims is limited to the refund or replacement of Product to Buyer and is expressly conferred upon WGEO in accordance with these Conditions and WGEO’s then current RMA policy (which shall be subject to any then current policies of WGEO or such alternatives as are required by the nature of the Product). 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 liable or responsible for administering any defect or claim arising 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 non-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.


a. WGEO shall not be liable in respect of error in delivery, loss, damage or destruction to any Products returned to it by Buyer, if the Products are returned to Buyer by WGEO by telephone immediately on receipt of the Products and confirmed in writing within five (5) working days of the date Buyer received confirmation of collection. WGEO reserves the right, in its discretion, to require Buyer to accept such Products 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 receipt of the Products. If the Products are not collected from Buyer by WGEO within ten (10) working days of notification of the collection to Buyer, Buyer shall return or repackage the Products at its own expense and such notice as may be required above will not be deemed to have been given.

b. In the event of a shortage of Products available to WGEO then WGEO may allocate any available Products between its buyers or such as it deems appropriate. In case of non-payment, then Buyer agrees to accept any Product delivered to it and shall pay the appropriate proportion of the invoice price for such Products.


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 or any other entity. Buyer shall not be entitled to make any reproduction or use of any Product or any intellectual property rights contained in any catalogues, price lists, brochures, leaflets, proposals, advertising matter, including any benefits related thereto, are passed on to its customers from the original Supplier of the Products. Buyer will ensure that any express warranty terms provided with the Products, are sold subject to the express warranty terms, if any, specified by the original Supplier of the Products giving rise to the claim.

b. No Product may be returned to WGEO if Buyer is in breach of any of these Conditions or a Contract.

c. Buyer shall not be permitted to sell any Products in its inventory after the appointment of a receiver or manager for its undertaking or business, provided, (i) that any such resale shall be subject to a retention of title clause, including a right of entry for WGEO to repossession Products covered by this Clause, and (ii) upon the sale of all or any part of Buyer’s undertaking or business, WGEO shall have the right to an immediate lien in respect of the Products (a “Third Party Security Interest”) until title has passed to Buyer. In all cases, if Buyer is unable to pay its debts or otherwise ceases to trade or threatens to cease to trade, or becomes insolvent, WGEO have no right to insist that the Products be sold out of the hands of Buyer, but will have the right, without prejudice to any other right or remedy, to sell the Products and to apply out of the proceeds of such sale of the Products the debts of Buyer due to WGEO and any other expenses which WGEO may reasonably incur in connection with the collection of any such sums and otherwise in connection with these Conditions or any Contract if WGEO has not received payment of the total invoice price of the Products giving rise to the claim.

12. Warranty Assistance.

a. WGEO will not have an obligation to ship replacement Products to Buyer until WGEO is in receipt of 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 liable or responsible for administering any defect or claim arising 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 non-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.

15. 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. If any unauthorized person gains access to the Buyer ID, Buyer shall promptly inform WGEO in writing of such unauthorized use and/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 be entitled, without any liability on the part of WGEO, to provide any User Purchases ordered through the E-System and treat any Purchase Order submitted through the E-System or a ‘freebie’ as an approximate order for the Products, subject to WGEO’s sole discretion, and to refuse any order. Buyer shall be solely responsible for the content of any correspondence exchanged through the Internet or the E-System.

b. In the case 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 notify Buyer promptly in any such event; (ii) WGEO shall not be liable for any delay in performance or for any Force Majeure event; and (iii) the time of WGEO’s performance shall be extended by a period equal to the duration of the 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 the cancellation, WGEO shall have no obligation to deliver and
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 State of America ("US") including its Export Administration Regulations, 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 member states of the EU and EFTA may require licensing or other authorization prior to export.

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.

It is Buyer's sole and exclusive responsibility to obtain any and all appropriate approvals of from the US government and/or member states of the EU and EFTA prior to exporting such Products, or any technical data related thereto, from Denmark. WGEO shall not be responsible for any costs, liabilities or damages resulting from Buyer's failure to obtain any such required authorization. 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.

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 officer 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.

Buyer shall comply with EU Directives 2002/95/EC (Restriction on Hazardous Substances) and 2002/96/EC dated January 27, 2003 (Waste Electrical and Electronic Equipment) ("WEEE") generally and as instated within each country into which Products are imported, exported or otherwise distributed by Buyer, such obligation which shall include registering as a "producer" under applicable WEEE legislation. Buyer shall notify WGEO in the event it should export any of the Products outside of Denmark.

Buyer shall indemnify, defend and hold WGEO harmless from any violation or alleged violation 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.

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 Denmark 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.